

# Heritage of Huntley Homeowner's Association

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## Rules and Regulations

Last Updated: 08/22/21

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## Rules and Regulations

Last Updated: 05/18/14

### Purpose

1. The fundamental purpose of the Association Rules and Regulations is to provide a basis for protecting members' equity in the development, maximize enjoyment, assure the continued aesthetic beauty of the community, and to provide the framework within which people can live in harmony.

### Accessory Buildings, Detached Structures, & Additions to Main Structure

1. Accessory buildings, detached structures (e.g., sheds, gazebos), & additions to the main structure (e.g., sunrooms, room additions, garage expansions, screening – temporary or permanent) are allowed on the lots with appropriate Board approvals.
2. All accessory buildings, detached structures, & additions to the main structure require the approval of the Village of Huntley and the Association. An Alterations & Additions (A&A) Application must be completed by the owner and submitted to the Association for approval. The Association will approve the plans based on the American Colonial architectural and aesthetic theme of the community. Work cannot begin until approval has been received from the Association and the Village of Huntley.
3. The structure shall be made of composite or wood material with colors and architecture neutral in appearance to the surroundings.
4. The structures must be made of natural wood. If the homeowner is using siding, it must match the style, texture, and color of the residence, and shall be roofed in similar material and color to the residence.
5. The structures can only be located in the rear yard of the lot and must conform to Village of Huntley ordinances with a village permit.

### Animals

1. No dog kennels of any type shall be kept or maintained on any lot. Dog runs are to be maintained at all times so as to be non-offensive.
2. No household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots except inside the dwelling.
3. The homeowner is required to follow Village of Huntley ordinances.
4. Any owner or person having custody of any dog or cat shall not permit the animal to defecate on any public or private property other than the premises of the owner or person having custody of the animal without proper cleanup.
5. Dogs are not allowed to bark continuously or excessively.

### Annual Meeting

1. The Annual Meeting will be held yearly in November. Written notice will be provided to each Owner of the date, time, and location of the Annual Meeting of Owners. Elected directors will serve two-year terms as stipulated by the Declaration

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of Covenants, Conditions, and Restrictions for Heritage of Huntley Homeowners Association recorded in McHenry County.

2. In the event of a vacancy during the year, the remaining Board members must appoint a successor to fill the vacancy for the duration of the vacating board member's term.
3. All legal Owners will each have one ballot per home.
4. Homeowners that are delinquent in their assessments, fines, and/or other charges will not be eligible to vote in elections and other matters requiring homeowner approval. In addition, the homeowners will not be eligible for running and holding a position on the Board of Directors.

### Assessments

1. Annual Assessments are due and payable from all Owners as of January 1 each year, but will not be considered late until February 1st.
2. Owner accounts with Annual Assessments and other fees (e.g., violations, etc.) not received by the last business day prior to the 15<sup>th</sup> of each month will be charged a \$25.00 late fee and interest charges of 1.0% per month for the past due balance, or as permitted by law.
3. If an Owner cannot make timely payments to the Association, it is the Owner's responsibility to contact the Association to make payment arrangements prior to becoming late on any payments due. The Association and Association Management reserve the right to approve or deny installment payment plans, and to charge an installment fee of \$15.00 per installment to the Owner to collect such balances past their due date.
4. If the Owner becomes more than 60 days past due on any balance, the Association Management will refer the Owner to the Association Law Firm for formal collections. The Owner will be responsible for any legal costs incurred by the Association for such collection efforts, and such costs will be directly applied to the Owner's account.
5. The Association will legally pursue any Owner for past-due balances personally, and will not file a lien on the unit / property for which the balance was incurred. The Association will pursue a personal judgment against the individual who was the registered Owner of the unit at the time such delinquent charges were incurred on the unit's account. Following a personal judgment, the Association will contract its Attorney on a contingent-fee basis to seize assets and/or garnish wages on the individual until the balance of recoverable costs is paid in full.

### Automobiles / Commercial Vehicles)

1. Commercial vehicles are allowed as in accordance with village ordinances.
2. No camping trailers, boats, tractors, trucks, mobile homes, recreational vehicles, or other such vehicles of any type whatsoever are to be parked or stored on any of the lots, except in the garages. Exceptions for safety-related issues can be directed to the homeowner's association.

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3. Vehicle repairs and maintenance shall not be permitted except within the confines of the garage so long as it is safe to do.
4. Abandoned vehicles or illegally parked vehicles will not be allowed. All vehicles must be in operating condition. A vehicle shall be deemed abandoned if:
  - a. It is in a state of disrepair rendering it incapable of being driven in its present condition; or
  - b. It does not have a current, valid vehicle license plate; or
  - c. The acts of the owner or condition of the vehicle clearly indicate it has been abandoned.
5. Temporary storage units (e.g., PODs) are only permitted on the driveway for no more than one month.

### Berms (Landscape Easements)

1. The Association is responsible for the upkeep and maintenance of the landscape easement areas. Direct any maintenance requests related to the landscape easements to the Board of Directors.
2. Homeowners are not permitted to modify the landscape easements in any manner as stipulated by the Declaration of Covenants, Conditions, and Restrictions for Heritage of Huntley Homeowners Association recorded in McHenry County. This includes, but not limited to, additional plantings, bird feeders, mulch, stone, lighting, and removal of plants.
3. There is no recreational activity allowed on the landscape easements.

### Board Meetings / Members

1. All board meetings of the Board of Directors are open to all members of the Association.
2. The Board of Directors may hold a closed Executive Session to (i) discuss litigation, (ii) hire and terminate employees/contractors, and (iii) conduct disciplinary proceedings.
3. The board meeting schedule will be published through the website and to any homeowner without computer access with the date, time, and location of the board meeting.

### Board Meeting Ground Rules

1. Homeowner open floor discussion will be held during the first 10 minutes of the meeting and will not exceed 10 minutes.
2. No more than 2 minutes per homeowner will be given to allow for multiple homeowners to speak. We will have a sign-in sheet at the beginning of the meeting for those wanting to speak. Questions will either be answered during the open floor

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discussion or within the weeks shortly after, in the event that the comment/question needs further discussion/investigation from the board.

3. All comments must be respectful. Shouting, yelling, and use of profanity will not be tolerated.
4. During the business meeting, homeowners are not allowed to participate in the meeting. Please no sidebars or talking during this time.

### Common Areas

1. It is the responsibility of the Association to maintain the Common Areas, including the storm water detention facilities and improvements, berms, wetland, entrance bridge, and landscaping.
2. The Association will provide for the maintenance of the landscaping, signs, monuments, fencing, aerators, retaining wall, water systems, lighting, and other improvements located within any easement of the community.
3. All damage to the Common Areas resulting from an Owner and/or their guest(s) will be repaired and billed back to the respective Owner.
4. The Park located on Fleetwood Street is the responsibility of the Village of Huntley Park District. Please follow all parking rules and exercise care in using the facilities. All questions related to the Park should be directed to the Park District.
5. The streets and streetlights are the responsibility of the Village of Huntley.
6. There shall be no fishing, swimming, or skating on the ponds.

### Decks / Patios

1. All Decks/Patios require an Alterations & Additions approval and follow village ordinances.

### Fences

1. Fences are permitted on many lots in the community. Fences are not allowed on lots 229 – 233 and lots 302 – 312 as stipulated by the Declaration of Covenants, Conditions, and Restrictions for Heritage of Huntley Homeowners Association recorded in McHenry County.
2. Fences may not be placed on any type of easement.
3. No fences shall be installed on a landscape easement. Lots showing this easement include, but are not limited to, lots 1 – 41, 151 – 161, and 329.
4. All fence installations require the approval of the Village of Huntley and the Association. An Alterations & Additions Application must be completed by the owner and submitted to the Association for approval. Work cannot begin until approval has been received from the Association and the Village of Huntley.
5. Fences must be constructed of cedar. Chain link fences are not permitted. No stockade fences are allowed. The pickets must be vertical.

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6. Cedar fences must be maintained and will be inspected. This requires staining, sealing, or painting of the fences. The fence color must be natural, white, or complement the exterior of the home (except black).

### Garbage

1. Garbage and recycling material must be placed out no earlier than 6:00 p.m. on the day before pick-up and containers must be picked up and returned back to the home by the end of the day (midnight) of pickup. It is also the owner's responsibility to follow the holiday schedule for placing out garbage where applicable.
2. Garbage and recycling material must be properly secured so that it does not blow all over the community.
3. Trash, garbage, yard debris, or other waste shall not be kept except in sanitary containers which shall be stored, kept, or maintained within the dwelling units, behind a fenced backyard area, or within an approved structure on the side of the house on each of the lots, except on such days as such trash, garbage or other waste material is to be collected and removed. Compost piles are not allowed.

### Holiday Decorations

1. Winter seasonal lights and decorations may not be placed out prior to November 1 and must be removed by March 1.
2. For other seasonal holidays, decorations may be placed out no sooner than one (1) month before the holiday and must be removed no later than one (1) month after the holiday.

### Home Businesses

1. No property shall be used except for residential purposes nor shall any trade, business, or commercial enterprise of any type whatsoever be permitted or maintained on any of the lots. However, an owner may conduct a business from its home provided the use of the home is such that the average person (passerby) is not aware of its existence. Any home business is to be subordinate and incidental to the residential use.
2. No signs regarding the business are permitted.
3. Garage / Yard sales are considered a home business if held more than four (4) times per year. Signage regarding the garage / yard sale is only permitted on the day of the sale. One sign may be placed outside the sidewalk area (parkway side near the road) at the entrance to the Heritage of Huntley subdivision. One sign may also be posted at the property location of the garage sale. Signage must be removed immediately at the conclusion of the sale.

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### Home Exteriors

1. Playground equipment may only be installed in the rear yard of the lot and in a manner that does not encroach on the neighbor's yard.
2. Playground equipment (including basketball backboard assemblies) must be properly maintained in its intended operable condition. This requires staining, sealing, or painting of the equipment. It must be safe and kept visually clean and aesthetically pleasing (upright, no rust, mold, and warping).
3. The exterior of the home must be kept in good repair. The following items need to be in good repair and include, but are not limited to, exterior paint, lighting, doors and windows, vinyl siding and shutters, wood trim, gutters and downspouts, asphalt driveway, porches, patios, roofs, etc.
4. No window air conditioners are allowed.
5. There shall be no equipment or tools of any kind, cars, boats, etc., or storage on or around the building exteriors. Wood piles are restricted to the Owner's backyard.
6. Outdoor fire pits and fireplaces must be aesthetically pleasing, safe, and properly maintained. No open burning allowed. Permanent fire pits must be located in the back yard. Wood piles are restricted to the Owner's backyard.

### Landscaping and Snow Removal

1. No weeds, underbrush, other unsightly growths, or piles of dirt, mulch, and debris shall be permitted to grow or remain upon any of the lots.
2. Grass must be kept mowed and cannot exceed six inches (6") in length.
3. Owners are responsible for mowing and maintaining (weed-free) the parkway areas and the parkway trees.
4. Each homeowner shall cause the prompt removal of snow and ice from all sidewalks.

### Leasing / Rental of Homes

1. Leasing is permitted within Heritage of Huntley. Tenant information, homeowner contact information, and the leasing contract must be submitted to the Homeowner's Association prior to tenant occupancy.

### Mailboxes

1. Mailboxes must be installed in compliance with the United States Postal Service requirements.

### Noise

1. Be respectful of your neighbors in terms of noise.

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### Pools / Hot Tubs

1. All pools and hot tubs along with the fencing require the approval of the Village of Huntley and the Association.

### Recreational Activities

1. Skate ramps shall follow all Village of Huntley ordinances. Also, the streets cannot be used for any barricaded recreational activity unless a village permit is obtained.
2. No bicycles, strollers, or other articles shall be stored on the exterior of the dwelling of any lot unless it is fenced in.

### Satellite Dishes / Antennas

1. The Board of Directors recognizes that pursuant to the Telecommunications Act of 1996, a Homeowners Association may not restrict a viewer's ability to install, maintain, and use "over the air reception devices." Notwithstanding these provisions, Homeowners Associations may require that satellite dishes be installed in a safe and reasonable manner. Installations must be done by a professional installer.
2. In order to maintain the esthetic quality of the Association, no reception devices more than one meter (1 m) in diameter or which extend more than twelve feet (12') above the lowest roofline of the dwelling on the lot, may be erected without approval of the Board of Directors.
3. Satellite dishes are only permitted to be mounted on the dwelling with all wires secured and hidden from plain view.
4. No ham radio antennas are allowed.
5. Satellite dishes in disrepair must be removed.

### Signage

1. No signs of any kind (except garage/yard sale signs) shall be displayed on any Common Area or Public Area in the community. Common areas shall include, but not limited to, all entrance areas, bridge, landscape berms, wetlands, and pond.

### Enforcement Policy

- 1) Violation Warning Notice
  - a) If it is determined that a homeowner may be in violation of a provision of the Declarations, By-Laws, and Rules and Regulations, a Violation Warning Notice shall be issued by the management company on behalf of the Board of Directors.
  - b) It should be noted that violations may be reported by the Board of Directors and Owners. It is important that if an Owner reports a Violation, it must be put in writing to the Board of Directors via the management company. A picture of the violation with the date and time is strongly suggested.
  - c) The Violation Warning Notice shall be sent to the homeowner no later than thirty



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- (30) days following the date the violation is first called to the attention of the Board or the management company. The Violation Warning Notice will provide a seven (7) day grace period to remedy the violation.
- d) Warning notices will not be issued for the following offenses:
- i. Matters dealing with the containment, storage, security and disposal of garbage and/or refuse on homeowner lots and common areas,
  - ii. The timely removal of Holiday/Seasonal decorations,
  - iii. Parking/storage of commercial vehicles on homeowner's driveway,
  - iv. Maintenance and storage of basketball net assemblies,
  - v. Defecation of pets on private and/or common areas,
  - vi. Failure to obtain an approved A&A or complete the work as approved on the A&A, and
  - vii. Any egregious act not provided for in the above list where an immediate violation is warranted.
- 2) Notice of Violation
- a) A Violation Notice will be issued if the seven (7) day grace period has expired without remedy, if the same Violation is present within a one year period of a Violation Warning Notice issuance, or for matters where Warning notices are not warranted.
  - b) The Notice of Violation shall be sent to the homeowner no later than thirty (30) days following the date of the violation.
- 3) Hearing
- a) The homeowner charged with the violation may challenge the Notice of Violation and request a hearing in writing before the Board. A request for a hearing must be in writing, to the management company, and occur no later than ten (10) days from receipt of the Notice of Violation. A designated board member in cooperation with the management company will set a hearing date and notify the homeowner in writing.
  - b) At the hearing, the homeowner charged with the violation will have two (2) minutes to state their appeal of the violation. The hearing will be held privately with the homeowner and Board of Directors in Executive Session.
  - c) Any failure by the homeowner to appear will result in a default ruling against the homeowner.
  - d) The Board of Directors shall hear and consider arguments, evidence, or statements from the homeowner regarding the violation. After the hearing, the Board shall state its findings regarding the violation. The decision of the Board shall be final and binding on the homeowner.
  - e) The Board shall notify the homeowner of its decision in writing. Upon being found in violation, the homeowner shall remedy the violation(s) and pay all fines assessed within thirty (30) days of notification by the Board. Failure to make payment within the thirty (30) days shall subject the homeowner to all legal and equitable remedies available under the laws of the state of Illinois.

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- f) The Board reserves its right to pursue any and all legal and equitable remedies to compel enforcement.
  - g) Any and all costs and attorney's fees shall be the responsibility of the homeowner.
  - h) Any violation of a Village of Huntley ordinance shall be reported directly to the Village for enforcement.
- 4) Fines
- a) Violations shall result in the imposition of the following fines. Any expense incurred by the Association resulting from a violation will be the responsibility of the homeowner, including, but not limited to, legal fees and costs.
  - b) There will be a fifty dollar (\$50.00) fine for each violation, provided the owner has not been fined for the same violation within the past year. If the owner has been fined for the same violation within the past year, the fine will be one hundred dollars (\$100.00).
  - c) In the event of any ongoing and continuous violation, the Board reserves the right to levy a fine for each day the violation continues. The daily fine shall not exceed one-hundred dollars (\$100.00) per day.
- 5) Authority
- The Board of Directors has the authority to levy the aforementioned fines against a homeowner who fails to comply with the requirements of the Declarations, By-Laws, and Rules and Regulations. All fines shall be collected in a manner similar to unpaid assessments.