

Revised July 2021

TO: StoneyBrook Homeowners

RE: Amended Rules and Regulations

Enclosed you will find your copy of the Rules and Regulations that govern our StoneyBrook neighborhood. Please review and familiarize yourself with these **revised** Rules and Regulations. These will be effective August 01, 2021.

One area of importance, which I ask you to review carefully is:

Part IV – Violations and Fines Policy: Delinquent Assessment Policy: Details regarding assessments and late fees are outlined in the Rules and Regulations. In order for our community to continue to meet its financial responsibilities, we need everyone who lives here to pay their assessments on time.

Living in a community that is subject to Covenants and Association Rules and Regulations is a new way of life for many of us. However, if each of us does his/her part in complying with these governing documents and takes an active part in the affairs and operation of the community it will remain a desirable community to live in.

Communication is critical to the success of our community. The board of director's main form of communication is the **HeatherRidge Happenings**. This is a monthly newsletter created to help keep residents abreast of our association's financial status as well as issues and events concerning our entire community. Look for your copy, the first weekend of every month (excluding January), in the new clear box next to your mailboxes. I also encourage you to attend our monthly association meetings on the 3rd Thursday of each month excluding December.

The StoneyBrook Board of Directors urges each resident to read these Rules and Regulations carefully along with the Rules and Regulations for HeatherRidge Umbrella Association. If you have any questions, please feel free to contact any Board member. Our phone numbers are published in HeatherRidge Happenings.

Sincerely,

StoneyBrook Residential Association

PREFACE

Parts I and II of these Rules and Regulations have been approved by the **HeatherRidge Umbrella Committees**, therefore, the action of the StoneyBrook Residential Association Board will generally prevail. In the case of a disagreement regarding the interpretation of the Rules and Regulations between a homeowner and the StoneyBrook Board, the homeowner may appeal to the **HeatherRidge Umbrella Committees**.

Any individual(s), partnership, corporation, limited liability company, trust, or any other unnamed entity whom purchases a home, or in anyway acquires ownership, or equitable title of a home within the StoneyBrook Residential Association, by doing so, legally established his/her assent to the terms and conditions of the HeatherRidge Declaration of Covenants and the terms and conditions of the StoneyBrook Declaration of Covenants and the StoneyBrook Rules and Regulations.

DISTRIBUTION

One (1) Per StoneyBrook Homeowner

Chairperson, HeatherRidge Umbrella Maintenance and
Architectural Committee (1)

HeatherRidge Umbrella Property Manager (1)

StoneyBrook Residential Association Property Manager (1)

StoneyBrook Residential Association Board Members (1 Each)

Secretary, StoneyBrook Residential Association Board (25 each,
for future distribution).

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PART I

ARCHITECTURAL APPROVAL PROCEDURES

From time to time individual homeowners in StoneyBrook may wish to make changes or updates to the exterior of the Dwelling Unit and the surrounding individually owned land and adjacent common area.

All changes must first be submitted, in writing, by means of an Architectural Request, to the **Architectural Committee** of the Board of the StoneyBrook Residential Association. The homeowner may obtain the Archi Request from the HeatherRidge Umbrella Office and when completed, return it to the Umbrella office. Written approval must be obtained prior to the commencement of any work, as required under these rules. If a change is made without said written approval, an action will be taken under provisions of Article 3.03 in the StoneyBrook Declaration of Covenants. Such actions may include monetary fines or may require the homeowner to return the property to its previous condition at the homeowner's expense, as determined by the StoneyBrook Board of Directors.

All work performed must be in compliance with the applicable **Federal, State and Local Codes**. It shall be the homeowner's responsibility to determine and obtain requisite permits. The homeowner shall correct any work failing to pass requisite inspections or the work shall be removed and the dwelling restored to its natural or original state.

When an Archi Request is received, the StoneyBrook Architectural Committee Chairperson or a designated committee member must initiate prompt review and action by the committee. The chairperson will review and discuss any questionable matters with the homeowner as well as the other members of the StoneyBrook Board. If there are no objections, they will finalize the committee's position, sign and return the request to the HeatherRidge Umbrella Office. The homeowner must be notified of Approval or Disapproval within thirty (30) calendar days to prevent automatic acquiescence to the request.

The Architectural Committee Chairperson will maintain a log and file of all actions regarding requests. Also, the Committee's monthly report, at the StoneyBrook Board of Directors meetings, will make reference to any Architectural Request processed since the last regular meeting, to include the nature of the request and action taken by the Committee.

****Note that the committee personnel may change periodically and thus are not listed. Please contact the management office for more information.**

PART II

ALPHABETICAL LISTING OF RULES AND REGULATIONS GUIDELINES

- A. **ANTENNAS:** Pursuant to the Federal Communications Commission Over The Air Reception Device Rule, the following type of antennas are permitted:
1. A "Dish" that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
 2. An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.
 3. An antenna that is designed to receive local television broadcast signals. Masts higher than twelve (12) feet above the roofline may be subject to local permitting requirements.
- In addition, antennas covered by the Rule may be mounted on "masts" to reach the height needed to receive or transmit an acceptable quality signal (e.g. maintain line-of-sight contact with the transmitter or view the satellite). Masts higher than twelve (12) feet above the roofline may be subject to local permitting requirements for safety purposes. Further, masts that extend beyond an exclusive use area may not be covered by this Rule.
- B. **BASKETBALL HOOPS:** No movable basketball hoops will be allowed on resident's property or on the adjacent common ground.
- C. **COMMON AREAS:** The "common area" within StoneyBrook shall generally include the open spaces, feeder streets, walks, green areas, and shall not include any dwelling unit or the StoneyBrook Recreational Facility, including the swimming pools or the adjacent parking lot and playground. That portion of both the grassed area and the asphalt driveway, from the street to the homeowner's front property line, is also defined as common area. Each homeowner must maintain the common area adjacent to their home but are limited as to what they can do to that common area. *Please reference the attached addendum for a definition of what is homeowner vs. association responsibility.* They must submit an Architectural Request to alter the common ground.
- D. **CONCRETE:** All concrete around your home must be maintained. If any concrete begins to deteriorate or heave/sink due to settling it must be replaced or repaired. Stamped, stained or painted concrete, as well as other decorative materials, are acceptable. An Archi Request is needed for any changes to the concrete around your home.
- E. **DECKS:** Wood decks will be considered on a case-by-case basis. Wooden decks with structural wood supports and concrete footings may be constructed over concrete patios and may be extended beyond the concrete patio. An Archi Request, including; deck plans, railings, stairs, color and alteration of privacy fences between adjoining decks shall be submitted for approval.
- F. **DRIVEWAYS:** Asphalt *and/or* concrete driveways, both common areas and homeowner-owned areas, must be maintained to preserve high quality appearance. Damage occurs from snowplows, sunshine and regular use and requires annual maintenance *at owner expense, except where covered by the*

HUA due to plow damage as determined by the HUA on case by case basis. Contact the HUA office to report damage.

- G. **PLAY EQUIPMENT:** *Only temporary play equipment, including but limited to swings, slides, games, etc. but excluding basketball hoops, is permitted on unit owner property only as defined by the HUA/SBRA service agreement attached. Further, said equipment is further restricted to the back yards of the units behind the sightlines of the home and not be visible from the street in front of the home. Temporary equipment is defined as not dug into the turf or attached to the structure or other yard elements. All Equipment must be well maintained in condition and appearance.*
- H. **DOG RUNS:** No dog runs, pens, cages or enclosures of any kind will be permitted.
- I. **DWELLING STRUCTURE:** Changes to the building structure, patio, walks and driveways will be considered on a case-by-case basis. Anything that changes the perimeter of the walls or roofline will not be approved.
- J. **EXTERIOR HOUSE COLORS AND MATERIALS:** Repainting the exterior of your home in the same colors does not require an Archi request. However, changes to the exterior color scheme require a written Archi request including but is not limited to trim, siding, gutters, shutters, masonry and roofs. Use the following guidelines when selecting your colors:
1. Not the same as your immediate neighbors (other than on Wilbur Ct.);
 2. No more than three homes of the same color on one cul-de-sac;
 3. No more than three colors on a home (not including the roofing);
 4. Colors shall be selected from mid-range shades of "earth tones" (muted browns, tans, grays, greens, blues, yellows, and some reds).
 5. The siding color and the trim color, including shutters, need not match. Trim colors may be muted complimentary colors.
 6. Color chips must be attached to the Archi request.
 7. Wilbur Ct. duplexes:
 - i. Siding and/or roofing replacement need not be performed at the same time as the adjoining neighbor's portion of the building.
 - ii. Whether both portions of the building are performed at the same time or not, the color of siding and/or roofing first performed shall conform to the requirements above stated.
 - iii. Siding and/or roofing type, style spacing and color of both halves of the building shall be the same.
- K. **FENCES:** Certain designs have been approved for fencing the patio or deck. The installation of a fence around the patio/deck must receive prior written Archi Request approval. *(Notes 1 & 2 below do not apply to invisible fencing)*
1. **Patio and Deck Fences:** Patios and wood decks may be partially or completely enclosed by a fence with approval. Patio and deck fencing shall have a minimum of 10% open visibility. Patio and deck fencing shall be stained or painted to match the color of the house or be clear preservative coated. Patio and deck fencing may be of vertical or horizontal wood boards. Patio and deck fence facing may be picket-type with space between individual boards or board on board type with boards staggered on either face of the fence structure. Wire or chain link fencing is not permitted. Patio and deck fences shall be of 6-foot maximum height.

2. **Yard Fences:** As of July 1, 2008, no new yard fences will be permitted. Existing yard fences may be repaired only. The removal of existing yard fences (other than those at differences in ground heights between StoneyBrook and Cambridge) will not require an Archi Request.
- L. **FLAGS:** See attached two pages - Section 18.6 of the Act, which applies to Common Interest Community Associations.
- M. **GARAGE SALES:** See HeatherRidge Umbrella Association Rules and Regulations Article 4, Section 4, titled "HeatherRidge Neighborhood Garage Sale Information and Rules".
- N. **GARBAGE AND RECYCLABLES:** Bagged garbage and recyclables shall be deposited in appropriate dumpsters. Over-size, non-bagged garbage and household items are to be deposited in the specified dumpsters next to the HeatherRidge Security Office. *Overflow waste and recycling must be brought to the HUA maintenance yard for disposal. Do not leave waste on the corral floors. Dumpsters must close fully. Please see the attached document indicating allowable recycling. Please report excess or inappropriate garbage utilization to the management office.*
- O. **Holiday Decorations:** *Holiday decorations may be placed on the home's exterior no earlier than 30 prior to the holiday and not later than 30 days after the holiday.*
- P. **LANDSCAPING: PLANTS, SHRUBS AND GARDENS:**
1. **Shrubs, plants and flowers** may be planted on both the homeowner's privately owned property and the surrounding common ground. Shrubs and plants may be planted without Archi Request approval. *The planting and removal of trees require an approved Archi Request.*
 2. **Vegetable gardens** may be planted on the rear or sides of the homeowner's property.
 1. **Compost enclosures** or compost piles are not permitted.
 2. The placement of all non-plant life such as: rocks, boulders, and timbers on common ground must have Architectural and Umbrella Association approval.
 3. The homeowner is welcome to consult with the HeatherRidge Landscape Department supervisor for the types of plants that do well in HeatherRidge.
 4. Natural or "prairie" style lawns are not permitted.
 5. ***It is required that the homeowner contact JULIE, at 1-800-892-0123. JULIE personnel will locate all underground electrical and communication wires free of charge. Please Note that homeowners, and any contractors hired by the home owner, will be responsible for any damage to utilities, cables and wires and for the cost of repairs whether they contact JULIE or not.***
- O. **LIGHTING – EXTERIOR:** Proposed exterior flood or spot lighting must be submitted as an Archi Request for approval. Lighting shall be directed down to the ground; shall not shine on adjacent neighbors; and shall be of such wattage as to not disturb adjacent neighbors.
- P. **PARKING:** *Only vehicle types as defined as allowable on HUA common area are permitted to be parked on SBRA driveways between 10 PM and 6AM. All other vehicles not displaying valid "A" or "B" type plates (please refer to the state of Illinois for definitions of plates but A plates would be passenger type vehicles,*

- trucks and vans, while a B plate is appropriate for vehicles over a specified weight)* are prohibited from being parked on driveways, lawns and yards in StoneyBrook. See HeatherRidge Umbrella Association Rules and Regulations Article 1, Section 1, titled "Speed Limit, Parking Rules and Regulations" for additional information. All guests, contractors and visitors must park in the appropriate unit owner's driveway at all times unless previously approved whenever available.
- Q. **PETS:** See HeatherRidge Umbrella Association Rules and Regulations Article 2, Section 1, titled "Pet Rules and Regulations" for additional information.
- R. **RENTALS:** Rentals of homes in StoneyBrook are permitted however, all leases must be no more than 24 months and no less than 12 months in duration. A copy of current leases must be submitted to the management office
- S. **REPAIRS REQUIRED AS PER VIOLATION LETTER:** Violation letters received as a result of the annual inspections will list required repairs or maintenance. Some items may require an Archi request prior to repair. If in doubt, contact the architectural committee chairperson or any board member for guidance.
- T. **SELLING YOUR HOME:** As a result of the annual homeowners inspections any violations must be corrected prior to the sale of your home **OR** a letter submitted by the new owners committing to an understanding of those violations and agreement to correct any violations in a timely manner. The Management Company will require this letter prior to issuing your resale letter.
- U. **SIDING:** An Architectural Request shall be submitted for approval prior to installation. These requests will be considered on a case-by-case basis. Specify color, texture, trim, and dimensions of siding pieces. Color chips must be attached to the Archi Request.
- V. **SIGNS:** Residents are prohibited from posting "For Sale" or "For Rent" signs on the common areas of StoneyBrook; they are **ONLY** allowed on the homeowner's property. This includes signs advertising real estate, vehicles, rummage/garage sales or any other sign. Signs for a real estate open house may be posted at the main intersections of the development (Colby Road/Gages Lake Road and Manchester/Route 21) but must be removed immediately after the end of the open house. All open house signs must be free standing and cannot be attached to another signpost.
- W. **SOLAR PANELS:** Solar panel installation is permitted subject to architectural committee approval.
- X. **STORAGE STRUCTURES:** No exterior storage structures on the homeowner's property or patio will be permitted, including storage facilities for firewood.
- Y. **STORM DOORS:** Archi Requests shall be submitted for approval for new Storm doors. Finish color shall match the window frame color of the dwelling.
- Z. **WINDOWS:** Windows shall be maintained in good condition. Replacement/new windows need not have muntin/mullion stripping, if the homeowner so chooses. **However**, all windows and screens must match all windows on the same elevation

and be replaced so that all windows are consistent throughout the home and be well maintained. Archi Requests shall be submitted for approval for both glass replacement and/or new windows.

6. **Storm Windows:** Exterior storm windows are permitted. The color shall match the existing window frame color.
7. **Greenhouse or Bay:** Installation of a bay or greenhouse windows may be considered on a case-by-case basis. In the case of bay windows, homeowners will need to petition the Board in person with an Archi Request and architectural drawings, with full supporting documents as to type and installation. Colors shall be coordinated.
8. **Portable Air Conditioning Units:** Portable Air Conditioning Units within a window opening are not permitted.
9. **Skylights:** Rules pertaining to greenhouse or bay window installation apply.

END OF RULES AND REGULATIONS

PART III

VIOLATIONS AND FINES POLICY

1. If someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an Owner, the property manager, a resident or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the property manager. Owners are responsible for the conduct of all residents, tenants and guests occupying or visiting their unit
2. The person charged with the violation will be given written notice of the complaint, informing them of the alleged violation and (1) will be given a warning not to repeat the conduct alleged or (2) of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint.
3. At the hearing, they will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors, for disposition at its next regularly scheduled meeting.
4. The hearing will proceed based upon witness complaints and/or witness testimony. The Board/Committee will weigh all evidence prior to rendering a finding. All hearings shall be closed.
5. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the Owner of the unit in which the guilty person resides and collected with the monthly assessments.
6. There will be a \$5.00 fine per day, per violation, for the first violation, or a \$100 one time fine provided the Owner has not been fined for the same violation within the last year. If the Owner has been fined for the same violation within the last year, the fine will be \$10.00 per day, per violation. Third and subsequent fines will be \$20.00 per day for each infraction. Continuing violations may incur a daily fine of up to \$20.00 per day. The Board, at its discretion, may forego the aforementioned fine schedule and levy a fine, not to exceed \$2,500.00, so long as it is commensurate with the offense.
7. In the event of any violation of the Rules and Regulations. Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.
8. Repeated offenses will result with the association imposing a required \$2,500.00 deposit to cover any repairs or costs incurred by the association to address non-compliance. The deposit net of costs would be returned upon sale of the home.

DELIQUENT ASSESSMENT POLICY

In addition to the remedies set forth in Article 10. "**Remedies for Breach of Violation,**" of the Declaration for StoneyBrook Residential Association, and in the event of a violation or breach of the Covenants and By-Laws shall impose a late fee upon such Owners for each separate breach or violation based upon the following delinquency schedule.

Monthly assessments are due on the **first** of each month. Any monies assessed to the homeowner for non-compliance of maintenance violations, etc., are also due on the **first** of each month. Assessment payments received after the tenth (10th) of the month are considered late and will be assessed a \$50.00 late fee. A reminder letter will be sent with the next month's invoice. If not paid

by the end of the month, a Letter of Demand for Payment will be sent with the following month's invoice. After 90 days, delinquent accounts will be sent to our attorney to initiate the collection process. All lawful remedies will be pursued and all associated costs will be the responsibility of the home owner.

- (a) Notwithstanding any provision in the declaration, bylaws, community instruments, rules, regulations, or agreements or other instruments of a common interest community association or a board's construction of any of those instruments, a board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit owner is located. A board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit owner is located, but a board may adopt reasonable rules and regulations regarding the location and size of flagpoles.
- (b) As used in this Section:
- “American flag” means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “American flag” does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.
- “Military flag” means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “military flag” does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.