

**MULBERRY  
GROVE  
SINGLE  
FAMILY  
HOMEOWNERS  
ASSOCIATION**

**RULES AND REGULATIONS**

January 2011

# **Mulberry Grove Single Family Homeowners Association Rules and Regulations**

## **Preface**

These Rules and Regulations have been adopted with the intent of providing the residents of Mulberry Grove Single Family Homes with a practical plan for day to day living. Its goal is to maintain our community as a premier community association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of Owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Mulberry Grove Single Family Homeowners Association runs with ownership of the property. Each buyer of property within Mulberry Grove is bound by the governing documents of the Association that includes the Declaration for Mulberry Grove Single Family Homes and the By-Laws and as subsequently amended thereafter. Homeowners are asked to consider the following:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for the benefit of our community and to help to maintain our property values.

If you are found in violation and are fined, this action is taken because the Homeowners of the Mulberry Grove Single Family Homeowners Association consider it to be just and proper and in the best interests of the Association.

Effective application of the Rules and Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Board. Each resident's cooperation and participation is encouraged.

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SECTION I – INTRODUCTION

- 1.1 The following Rules and Regulations flow from the Declaration. It is not the intent of these Rules and Regulations to be a substitute for the Declarations and By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the aforesaid Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall take precedence, followed by the provisions of the Declarations and By-Laws, and then the Rules and Regulations.
- 1.3 These Rules and Regulations are binding on all Homeowners, residents, their families, guests, invitees and agents. The Homeowner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and/or damages caused.
- 1.4 The provision of these Rules and Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a public comment at the meeting.

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SECTION II – DEFINITIONS

2.1 Association

Refers to the Mulberry Grove Single Family Homeowners Association, hereinafter referred to as the “Association”.

2.2 Assessments

The amount due from each homeowner to fund common expenses.

2.3 Board of Directors

Consists of five (5) members of the Mulberry Grove community elected by the Association. They are responsible for the direction and administration of the Mulberry Grove Single Family Homeowners Association. Each member of the Board must be a Mulberry Grove homeowner. The Board of Directors is hereinafter referred to as the “Board”.

2.4 By-Laws

Contains regulations for the administration and management of the Association

2.5 The Declaration

The Declaration that has been recorded with Kane County against all properties within Mulberry Grove is a legal document that creates the plan for the Association, provides for deed covenants and restrictions of Owner’s rights. It sets up the relationship between the Owners and the Association and binds property Owners both present and future. Hereinafter referred to as the “Declaration”

2.6 Common Area

All those portions of the subdivision except platted lots and streets dedicated to the public.

2.7 Property Manager

A professional hired by the Board of Directors to manage the day to day affairs of the Association.

2.8 Properties

All real property, common and private, within the Mulberry Grove Single Family Homeowners Association s defined in the declaration.

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SECTION III – GENERAL RULES

3.0 Additions and Alterations

An Additions and Alterations form must be completed and submitted to the Management Company prior to making any changes to the exterior of the home.

3.1 Antennas

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio, internet, wireless or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation may not exceed two feet in height and may not encroach on any common area.

3.2 Awnings

- a) No type of awning is permitted in the front of the home.
- b) Sun Shades or Retractable Awnings are permitted only in the rear of the home and only for the purpose of covering the patio area.
- c) Requires Board Approval

3.3 Basketball Hoops

- a) No Basketball Hoop can be mounted to the roof.
- b) No Basketball Hoop can be mounted to the garage door.
- c) Any permanently installed basket ball nets must be set in concrete and properly maintained by the homeowner.

3.3 Businesses in the Home

- a) Must be limited to home office only
- b) Can not increase traffic in the neighborhood
- c) Must comply with all City of Elgin requirements, restrictions, and licenses.

3.4 Clotheslines

Absolutely no clotheslines are allowed anywhere on the property.

### 3.5 Commercial Vehicles

- a) No inoperable vehicles are allowed in any visible area on the property (commercial or personal).
- b) No limousines longer than a standard length vehicle are permitted.
- c) Commercial vehicles are not permitted in any visible area of the property.
  - 1) A commercial vehicle is anything greater than a B-Plate
  - 2) A commercial vehicle is anything with lettering displayed on the vehicle

### 3.6 Common Areas

- a) Any sign posted in the common area, i.e. "Garage Sale", "Open House", etc. must be removed within three days.
- b) Pet littering in common areas is prohibited

### 3.7 Decks and Patios

- a) Decks and/or Patios must be of the following materials; Trux, Paver Bricks, Wood or Concrete.
- b) Patio Blocks are not permitted
- c) There are no size restrictions
- d) Decks and/or Patios are limited to rear yards only
- e) Requires Board Approval

### 3.8 Driveways

- a) A driveway must be one of the three following materials; concrete, asphalt or Brick Paver Blocks
- b) Any driveway that is widened must use the same as the existing material.
- c) Any driveway that is widened must comply with the City of Elgin ordinances.
- d) Any decorative borders along side the driveway can not be used for parking.
- e) Requires Board Approval

### 3.9 Fences

- a) A lot may be improved with a fence provided that the fence at all times conforms to the City of Elgin codes and ordinances.
- b) All fences must be made of Western Red Cedar.

### 3.10 Fines

- a) First offense is a warning letter.
- b) A second offense is a \$ 25.00 fine
- c) A third offense is a \$ 50.00 fine
- d) Any violation not corrected after the third offense will carry a per diem fine of \$10.00 per day.
- e) Any violation or failure to comply with the Rules and Regulations, Covenants, Declaration and/or Bylaws of the Association will be subject to the fines outlined in 3.10.

3.11 Flags

- a) American flags left out at night must be illuminated
- b) Flags must be mounted on the house only.
- c) No flag poles permitted in the yard

3.12 Garage Sales

- a) No garage sale can be longer than three (3) days.
- b) Garage Sales must comply with all City of Elgin requirements and permits.
- c) Only one Garage Sale sign may be placed in the common areas of the community and should not be placed in any planting bed, or obstructing the streets or entrances to the community.
- d) Any damage that may occur by placement of the signs on the common area of the community will be the responsibility of the homeowner to repair.

3.13 Garbage

- a) Per City of Elgin ordinance, no garbage cans can be visible from the street.
- b) No more than two cans can be stored in the rear yard.
- c) Garbage cans stored in the rear yard must be sheltered from view
- d) Garbage cans must have the lids closed at all times

3.14 Grills

- a) Grills can not be stored in the front yard.

3.15 Holiday Decorations

All holiday decorations, Easter, Halloween, Thanksgiving, Christmas, etc. may be displayed thirty (30) days before the holiday and must be removed not later than thirty (30) days following the holiday.

3.16 Landscaping

- a) Each Owner shall regularly mow and trim all areas of his lot covered with ground cover and shall keep all areas of his lot designed or intended for the property drainage or detention of water, including swale lines and ditches, unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition.
- b) Landscaping alterations need to be submitted to the Board for approval. This includes planting of trees, bushes, grade changes, brick pavers, lighting of any kind etc.



### 3.17 Noise

It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others.

### 3.18 Nuisances

- a) No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of Mulberry Grove. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property.
- b) The front and side exterior of homes may not be used for storage. Ladders, landscaping materials, lawnmowers, tools, etc. must be stored inside the home or garage.
- c) Only standard outdoor patio furniture is permitted. A small sitting bench or chair is allowed in the front. All other patio furniture must be in the rear.
- d) Firewood must be neatly stacked in the rear or side of the home and may not exceed one cord of firewood.
- e) Compost centers are prohibited.

### 3.19 Parking

- a) Parking of boats, RV's, Campers, Trailers or ATV's can not exceed three (3) days.

### 3.20 Pets

- a) No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs, cats or other usual and common household pets. The City of Elgin requires that pets be leashed when outside.
- b) All pet owners must immediately clean up after their pets when walking on common and private grounds within Mulberry Grove. Violators will be subject to the rules and regulations and will be reported and subject to the City of Elgin ordinances.

### 3.21 Playground Equipment

- a) Playground equipment is permitted in rear yards only
- b) Requires Board Approval

### 3.22 Satellite Dishes

Subject to applicable Federal, State or local laws, ordinances or regulations, the operation of “ham” or other amateur radio stations or the erection of any communication antenna, receiving dish or similar device (other than a simple mast antenna or a satellite dish of less than eighteen inches 18” in diameter which is not visible from the front of the Home) shall not be allowed.

### 3.23 Sheds

a) No outbuilding, shed storage shed, animal house or other temporary or permanent structure shall be constructed on any Lot, except, that, a structure may be constructed in the rear of a Lot There shall be no construction on any Lot which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (a) the Home on the Lot or (b) the remainder of the homes on the premises.

b) All structures shall be constructed in accordance with applicable governmental building codes, zoning ordinances and other ordinances, codes rules and regulations of the Municipality. If and to the extent there is any conflict between this Declaration and the provision of any ordinances, codes, rules and regulations of the Municipality, such conflict shall be resolved by the application of the more stringent provision as between this document and such ordinance, code, rules and regulations of the Municipality.

c) Requires Board Approval

### 3.24 Signs

a) Only one standard size “For Rent” or “For Sale” sign is permitted on any lot.

b) No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot.

### 3.25 Swimming Pools

a) Above ground pools are acceptable

b) In ground pools are acceptable

c) All pools require a perimeter fence on all sides of the property

d) All required fencing must be installed prior to filling the pool

e) Requires Board Approval

### 3.26 Tents

Tents are permitted in rear yards only, must be temporary and can not be up for more than three (3) days.

### 3.27 Unsightly and Unkempt Properties

- a) It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkempt condition of a property in Mulberry Gove. The pursuit of hobbies or other activities, including but without limitation, the assembly and disassembly of motor vehicles and other mechanical devices is expressly prohibited.
- b) Trees must be trimmed of dead branches and may not touch your home or your neighbor's home.
- c) Property must be regularly cleared of trash and debris. Owners may not leave landscape debris on the front lawn.
- d) The exterior of the dwelling must be kept in good repair. Hanging or damaged screens, broken windows, etc. must be repaired immediately and all exterior surfaces shall be maintained. All exterior material changes require Board Approval.

### 3.28 Window Air Conditioners

Window Air Conditioners are strictly prohibited.

### 3.29 Windows and Front Entry Doors

Any material changes require Board Approval

### 3.30 Yard Decorations

- a) No unsightly artificial vegetation shall be permitted on the exterior of any portion of the properties.
- b) Window boxes or other decorations hanging from the windows are strictly prohibited.
- c) Exterior sculptures, statues, fountains or other similar objects must be approved by the board.
- d) Planters, ponds, bird baths, bird feeders, flower pots and other yard ornaments must be aesthetically pleasing.
- e) Large landscape boulders should not be used excessively, must be incorporated into landscape plans and require Board approval.

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SECTION IV – VIOLATIONS AND FINE POLICY

**4.1 Resident Cooperation**

Unless the Board is notified of rules infractions by Owners, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Homeowners, each resident's cooperation and participation is encouraged.

**4.2 Written Warnings & Violation Notices**

Written Warnings and Violation Notices are issued by the Board and its agents to an Owner allegedly in violation of the Declarations or Rules and Regulations who has or whose family members, agents, guests, invitees or pets have allegedly committed a violation when one of the following occurs:

- a) The Association receives a Witness Violation Complaint. A sample Complaint form is attached as Exhibit "A" to this publication or can be obtained from the Property Manager.
- b) The Association receives a letter of complaint which includes 1) the name, address and phone number of the complaining witness, 2) the Owner's name and/or address where the alleged violating person(s) resides, and 3) the specific details or description of the violation including the date, time, and location where it was alleged to have occurred.
- c) A Board Member issues a witness statement based on his or her own observations.

**4.3 Written Warnings**

Written Warnings for the first offense of a particular rule will be sent by both regular U.S. mail service, and also by certified mail return receipt requested, or by personal delivery to the Owner of record or occupant. The warning will include specific details of the alleged violation(s) as well as steps that must be taken to rectify the condition and/or the consequences for subsequent violation(s). Request for a hearing to protest the Written Warning must be made within fourteen business days after receipt of the Written Warning.

**4.4 Notice of Violation (N.O.V.)**

If subsequent violation complaints are received relative to the same alleged violation within a one year period of a previous complaint, or if the steps outlined in the Written Warning to correct the condition have not been taken, a N.O.V. will be sent, by both regular U.S. mail, and certified mail return receipt requested, or by personal delivery to the Homeowners. The N.O.V. will include the specific details of the alleged violation(s) with a copy of the amount of fine to be imposed by default unless a hearing is requested within fourteen business days after receipt of the N.O.V.

#### **4.5 Hearings**

Provided the N.O.V. recipient Owner has properly requested a hearing, that Owner will be provided written notice of the time and place where the Board or its duly authorized agents will conduct a hearing to review the complaint. At that time, the N.O.V. recipient Owner will have the opportunity to present a defense to the complaint. All hearings will proceed with or without the presence of the Owner(s) who is in alleged violation. The person signing the Witness Statement may be present. The decision of the Board or its duly authorized agents shall be submitted in writing within five days of the hearing and such decision shall be binding upon all parties.

#### **4.6 Fine Policy**

- a) First offense is a warning letter
- b) A second offense is a \$ 25.00 fine
- c) A third offense is a \$ 50.00 fine
- d) Any violation not corrected after the third offense will carry a per diem fine of \$10.00 per day.

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SECTION V – ASSESSMENTS

- 5.1 Assessments are currently due on January 1<sup>st</sup> of each year. It is the Owner's responsibility to pay the assessment on time and to provide a current address for the legal owner of the property.
- 5.2 Special assessments are billed as directed by the Board.
- 5.3 A late charge of \$15.00 will accrue on the 1st of February, i.e. (30 days after the payment is due).
- 5.4 The Association will issue a statement to any delinquent Owner past the due date for receipt of the assessment and/or special assessment(s).
- 5.5 Sixty days after the assessment is due and remains unpaid, a delinquent Owner shall be placed in collection with the Association's attorney.
- 5.6 The Association lawyer will prepare and file a lien against the Owner's property at the Recorder of Deeds of Kane County and proceed with collection. Once the lien is satisfied it is the unit Owners' responsibility to request a release of lien from the Association and record same at the Recorder of Deeds of Kane County.
- 5.7 In the event of extenuating circumstances, the Board shall have the authority to credit back any late charges, which may have been added to an Owner's account.
- 5.8 Owners who are delinquent will be responsible for any and all attorney's fees and costs incurred in collecting unpaid assessments.
- 5.9 Any Owner who submits a check that is returned by the bank for insufficient funds will be charged a fee of \$ 30.00 and/or any costs charged to the Association by the bank.

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SECTION VI – TRANSFER OF OWNER

- 6.1 A selling Owner must supply a prospective Owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are familiar with the provisions contained therein. Copies of these documents can be obtained from the Association for a fee.
- 6.2 The selling Owner must provide the Board with the names and address of the prospective owner, as well as a forwarding address and telephone number for themselves.
- 6.3 Upon fifteen days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the selling Owner may request a closing letter from the Board setting for the amount of any unpaid assessments, if any, status of violations against the subject property and other charges due. The Board is authorized to collect a fee for this service. See Exhibit “2”.

**EXHIBIT "1"**  
**WITNESS VIOLATION COMPLAINT**

**WITNESS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ADDITIONAL WITNESS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ALLEGED VIOLATOR:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

VIOLATION DATE: \_\_\_\_\_ VIOLATION TIME: \_\_\_\_\_

SECTION OF CC&R, BY-LAWS OR RULES AND REGULATIONS VIOLATED:

\_\_\_\_\_

WITNESS' OBSERVATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WERE ANY PHOTOGRAPHS OR RECORDINGS MADE? Yes \_\_\_ No \_\_\_

Include all tapes, photographs and details, i.e. vehicle model, color, license number with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS AND, IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT "2"**  
**NOTIFICATION OF SALE**

Seller must submit this completed form 10 days prior to the closing date. The processing fee is \$ 75.00.

Date: \_\_\_\_\_ Property Address: \_\_\_\_\_

**SELLER: Name(s)** \_\_\_\_\_

Current \_\_\_\_\_ Forwarding \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Other Phone \_\_\_\_\_ Other Phone \_\_\_\_\_

**BUYER: Names(s)** \_\_\_\_\_

Current \_\_\_\_\_ Forwarding \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Other Phone \_\_\_\_\_ Other Phone \_\_\_\_\_

**DATE OF CLOSING:** \_\_\_\_\_

**DATE OF OCCUPANCY:** \_\_\_\_\_

**NAME & PHONE NUMBER OF ATTORNEY**

\_\_\_\_\_

**NAME & PHONE NUMBER OF LENDER**

\_\_\_\_\_