



SADDLEBROOK COMMUNITY ASSOCIATION

saddlebrookassociation.com



RULES & REGULATIONS

Amended October 22, 2014

SADDLE BROOK COMMUNITY ASSOCIATION RULES & REGULATIONS

Introduction

These Rules & Regulations have been adopted with the intent of providing the residents of Saddle Brook with a practical plan for day to day living. Its goal is to maintain our community as a first-class 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 home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Saddle Brook Community Association runs with the property. Each buyer of property within Saddle Brook is bound by the governing documents of the Association that include the Declarations of Protective Covenants, effective July 7, 1997. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

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 helps to maintain our property values.

You have the right to petition the community to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive of the majority.

If you are found in violation and are fined, remember this action is taken because the majority of homeowners in Saddle Brook consider it to be just and proper.

Effective Rules & 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 Management Office. Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

**SADDLE BROOK COMMUNITY ASSOCIATION
RULES & REGULATIONS**

TABLE OF CONTENTS

SECTION I	INTRODUCTION	1-2
SECTION II	DEFINITIONS	3
SECTION III	GENERAL RULES	
	3.1 Air Conditioning Units	4
	3.2 Antennas	4
	3.3 Basketball Hoops	4
	3.36 Business Use of Home	11
	3.4 Clotheslines	4
	3.5 Contractor Working Hours	5
	3.6 Exterior Painting	5
	3.7 Fences	5
	3.8 Fireworks	5
	3.9 Garage Sales	5
	3.10 Garage Doors	5
	3.11 Garbage	6
	3.12 Guns	6
	3.13 Lawn & Shrub Maintenance	6
	3.14 Lighting and Holiday Decorations	7
	3.15 Noise	7
	3.16 Nuisances	7
	3.17 On-Site Fuel Storage	7
	3.18 Painting	8
	3.19 Parking	8
	3.20 Pets	8
	3.21 Ponds, Lakes & Retention Areas	8
	3.22 Pools	9
	3.23 Renting Homes	9
	3.24 Roofs	9
	3.25 Tree Removal	9
	3.26 Satellite Dishes	10
	3.27 Sewers	10
	3.28 Signs	10
	3.29 Sight Distance at Intersections	11
	3.30 Swing Sets	11
	3.31 Trailers, Sheds, and Temporary Structures	11
	3.32 Unsightly and Unkempt Property	11
	3.33 Vandalism	12
	3.34 Windows	12
	3.35 Yard Decorations	12

3.36	Use of Home for Business	12
------	--------------------------	----

SECTION IV	VIOLATIONS & FINE POLICY	13
SECTION V	ASSESSMENTS	15
SECTION VI	TRANSFER OF OWNERSHIP	15

**SADDLE BROOK COMMUNITY ASSOCIATION
RULES & REGULATIONS**

SECTION I – INTRODUCTION

- 1.1 The following Rules & Regulations flow from the Declaration of Protective Covenants dated July 7, 1997. It is not the intent of these Rules and Regulations to be a substitute for the Declaration and By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-Laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws and the Rules & Regulations, in that order.
- 1.3 These Rules & Regulations are binding on all Home Owners, Residents, their Families and Guests. The Home Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- 1.4 The provisions of these Rules & Regulations can only be amended by vote of the Saddle Brook Community Association Board in an open meeting following notice to the community of a pending change and allowing for a minimum of 30 days for public comment.

**SADDLE BROOK COMMUNITY ASSOCIATION
RULES & REGULATIONS**

SECTION II - DEFINITIONS

- 2.1 **Association**
Refers to Saddle Brook Community Association.
- 2.2 **Assessments**
The amount due from each owner to fund Common Expenses.
- 2.3 **Board of Directors**
Consists of seven members of the community elected by the Association. They are responsible for the direction and administration of the Saddle Brook Community Association. Each member of the Board shall be an owner and shall reside on the property.
- 2.4 **By-Laws**
Contains regulations for the administration and management of the Association. It is recorded along with the CC&Rs with DuPage County against all properties within Saddle Brook.
- 2.5 **CC&Rs or Declaration**
Abbreviation which refers to the Declaration of Covenants, Conditions, and Restrictions that has been recorded with DuPage County against all properties within Saddle Brook. The legal document that creates the plan for the Association, provides for restriction of owner's rights, deed covenants/restrictions. It sets up the owners/association relationship and binds property owners both present and future.
- 2.6 **Common Area**
Includes the berms surrounding the properties, the entrance ways and parkways, certain open areas within the properties, the retention ponds, and all park district properties.
- 2.7 **Property Manager**
A professional hired by the Saddle Brook Community Association to manage the day-to-day affairs of the Association.

Contact a Board Member for the current property manager name and address.
- 2.8 **Properties**
All real property, common and private, within the Saddle Brook Community Association as defined in the CC&R.

**SADDLE BROOK COMMUNITY ASSOCIATION
RULES & REGULATIONS**

SECTION III - GENERAL RULES

3.1 Air Conditioning Units

Window air conditioning units are not permitted to be installed on any home. Air conditioning units for the home preferably should be situated in the backyard and obstructed from view by plantings and bushes.

3.2 Antennas

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation may not encroach on common areas.

3.3 Basketball Hoops

Basketball hoops may be portable basketball standards or permanently installed pole standards. Standards must be property maintained, no visible rust, and no missing or torn nets.

Portable standards are not to be located in the street. Portable standards must be upright at all times. Portable standards must be located on or adjacent to the owner's driveway with a minimum of 5 feet from the street and must not encroach on your neighbor's lot line. Portable standards should be properly weighted according to manufacture's guidelines to prevent tip-over. The use of sand bags or other items piled on the base is not permitted.

The installation of Permanent Standards is subject to Architectural guidelines. The pole may only be installed on the property line side of the driveway; never in front of the house on the front lawn area. Permanent standards/backboards may not be attached to the garage.

The sleeve of the permanent standard must be cemented into the ground with the top of the cement below grade surface and covered with earth, stone or grass. A gravel layer is necessary to aid in drainage for the sleeve's open bottom. A bolt shall be installed to secure the pole from spinning. The sleeve should not be more than 2 inches above ground in order to accommodate a cap. It must not be a trip hazard or be able to cause harm if fallen upon. When the pole is not in the sleeve, the sleeve must be capped.

3.4 Clotheslines

Laundry drying equipment shall not be erected or used outdoors, including in the back or side yard, whether attached to a building or structure or free standing.

3.5 Contractor Working Hours

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 8:00 a.m. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities and lawn maintenance. Automobile repairs are not allowed on residential properties. Services such as snow plowing, snow removal, emergency repairs to your home and new home construction are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

3.6 **Exterior Painting**

The trim on the home should be painted as needed so that there is no chipping and peeling of the paint. The paint color should not be changed without prior approval of the Architectural Review Committee. The purpose of the paint review is to make sure that the new paint color blends in with the natural colors that are the planned design of Saddle Brook. Where necessary, wood trim should be replaced so that it is not rotting.

3.7 **Fences**

Fences are not allowed for any reason other than to enclose an in-the-ground pool. If you have an in-the-ground pool or are considering one, you must first obtain approval from the Saddle Brook Community Association and then the Village of Oak Brook. A fence at that point can be constructed for the purpose of enclosing the pool area for safety reasons. But the only area that can be fenced- in is the pool area itself. The fence surrounding a pool must be an “open design” to keep an open view.

The purpose of not allowing fences is to keep the Association open and unobstructed and to continue the natural look of the subdivision. Fences cut off properties and make lots look smaller and the community divided. Fences are also not allowed along Meyers Road. We strongly encourage the use of a “natural look” of landscaping in all cases.

3.8 **Fireworks**

Fireworks are illegal in the State of Illinois.

3.9 **Garage Sales**

Residents must comply with the Village of Oak Brook rules regarding Garage Sales and the Saddle Brook Sign regulations. No “Garage Sale” signs may be placed at entryways or common areas.

Residents are asked not to have more than two garage sales per year. This limit is set so that no homeowner uses a garage sale in order to facilitate a business to sell merchandise. Please contact the Management Company when you plan to have a garage sale.

3.10 **Garage Doors**

Garage doors should be closed except during periods when the resident is doing lawn maintenance, working outdoors needing access to the garage, or generally when the owner has need for the garage doors to be open. Open garage doors showing the inside of a garage are not attractive to the neighbors.

3.11 **Garbage**

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycling bins, regular landscape waste and other similar items should be stored in your garage. Garbage cans cannot be kept on the side of the home or in the backyard. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear only of your home. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 pm the night before collection day. Empty containers are to be removed from the curb by 6:00 am on the day following collection.

Please check with the Village of Oak Brook for the current regulations regarding refuse collection. Highlights of the regulations in effect at the time of publication are as follows.

- Unlimited amounts of refuse in cans or bags will be collected each week.
- Cans or bags may weigh up to 80 pounds when full, and may hold up to 33 gallons of refuse.
- Refuse must be placed at the curb unless the resident has arranged for a rear door collection.
- Collection of individual items weighing more than 300 pounds; large amounts of building materials, carpeting, dirt, concrete, furnishings, etc.; and appliances containing hazardous components should be coordinated between the village garbage contractor and the customer. Call the village garbage contractor prior to collection to arrange for an estimate of cost.
- Yard waste may be placed in 30-gallon biodegradable paper bags weighing up to 80 pounds when full. **A yard waste sticker must be attached to each bag.**
- Branches may be tied together in bundles approximately 4' long and 2' in diameter weighing up to 80 pounds. **A yard waste sticker must be attached to each bundle.**
- Cut or fold cardboard into 3' X 3' pieces, to fit into truck compartments.

3.12 **Guns**

The discharge of firearms within the properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, bow and arrow, and other firearms of all types regardless of size.

3.13 **Lawn and Shrub Maintenance**

Grass should be maintained to a reasonable height for the season. Other than the driveway, home structure, trees, and shrubs; the remaining area should be covered with 90% natural vegetation. The lawn should also be treated with fertilizer and weed preventative so that the community looks attractive. Bushes should be trimmed. Excessive bush growth covering windows of the home should be trimmed.

As shrubbery ages, it may become necessary to remove individual plants and replace them with new shrubs. This new landscaping will add value to your home. Please be proactive in replacing old dying shrubbery.

The management company shall have the responsibility of contacting the owners of any vacant lots for the purpose of overseeing that the vacant lot is properly cut and maintained including weed control.

3.14 **Lighting & Holiday Decorations**

All exterior lights must be approved in accordance with Architectural guidelines with the exception of seasonal holiday lights that are subject to the following restrictions.

- a. Holiday lights and decorations may be displayed from the day after Thanksgiving through January 31 **but may not be illuminated after January 10th**. The take down date may be extended at the sole discretion of the Saddle Brook Board in response to weather conditions.
- b. Lights and decorations for holidays falling outside the above dates may be displayed from two weeks prior to the holiday to one week after the holiday.

3.15 **Noise**

It shall be unlawful for any person within the Association 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, within the corporate limits of the Association. Illegal fireworks are prohibited.

3.16 **Nuisance**

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 that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. 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 properties.

The front and side exterior of homes may not be used for storage. Ladders, bags of fertilizer, lawnmowers & tools, garbage cans, etc., must be stored out of sight. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in the rear yard. Firewood may be neatly stacked on the side or rear of the home.

Compost centers, while discouraged, should be screened from view with bushes and properly maintained so as not to emit foul odors.

Boats, water craft, motorcycles, three wheeled vehicles or recreational vehicles cannot be stored on a driveway for more than three days for the purpose of moving to an offsite location.

3.17 **On-Site Fuel Storage**

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored at each home for emergency purposes and operation of lawn mowers and similar tools or equipment.

3.18 **Painting**

Please refer to “Exterior Painting”.

3.19 **Parking**

Vehicles shall be parked only in the garages or in the driveways, serving the homes. Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft and boat trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than 2 days in preparation for use or for routine maintenance, with the restriction that the RV may not be parked outside for more than 8 days per year. In no case may recreational vehicles be used as living quarters within the Properties.

Personal cars, trucks, or other vehicles may not be parked on the driveway with a “For Sale” sign displayed.

On Street Parking

Village Ordinances do not allow parking on village streets between the hours of 2:00 a.m. and 6:00 a.m. any day of the week. Special permission to park during the above overnight hours may be requested on the Village website at <http://parking.ducomm.org/oakbrook/public/default.aspx>. Registering at that site within certain restrictions will allow you to park on the Village street under certain circumstances. Please refer to that site prior to parking on the street.

3.20 **Pets**

No animals, livestock, 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 Village of Oak Brook requires that pets be leashed when taking walks and your pet should also have a collar with I.D. tags.

Pets which roam free, or in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other homes shall be removed upon request of the Board after notice and opportunity for a hearing. If the owner fails to honor such request, the Board may remove the pet.

All pet owners must immediately clean up after their pets when walking on common and private grounds within Saddle Brook.

3.21 **Ponds, Lakes and Retention Areas**

All water elements on common areas within the Properties shall be **aesthetic amenities only**. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use.

The retention ponds shall not be contaminated by anything other than water from the storm drains. Items such as garbage (of any type), grease, motor oil, etc. are prohibited from being disposed of into the ponds. Any dumping of chemicals or garbage will be dealt with severely as an environmental hazard. Dumping is not allowed into sewers.

Swimming is not permitted in the retention ponds. Ice Skating is not permitted on the retention ponds. Fishing is not permitted in the retention ponds. Boating is not allowed on the retention ponds.

Any of the prohibited activities will be dealt with as a “trespassing” violation and will be charged as such by the Oak Brook Police Department.

Homeowner installed ponds require Architectural approval.

3.22 Pools

Above ground pools are strictly prohibited on any residential property. In ground pools are permitted only with the approval of the Architectural Review Committee and must be fenced only around the pool. Please refer to the Architectural Restrictions and call the Management Company.

In addition to preliminary approval by the Saddle Brook Community Association, the Village of Oak Brook must issue a permit to the resident to insure that the pool, deck and fencing meet Village Code.

3.23 Renting Homes

If you decide to rent your home, you may not display a “For Rent” sign on your property. Please market your property by placing newspaper ads, hiring a realtor, or using another type of social media to advertise your property.

If you do rent your home, please contact the management association with the name and contact information of the renter so that we can assure that the rules of the association are followed.

3.24 Roofs

The Association encourages homeowners who have roofs that are deteriorating and need replacement to replace their roof with the same color, material, and quality of the previous roof. We encourage you to replace the old roof with a natural color such as brown, beige, black, grey, or tan. The color will then continue to blend with the “natural” look of Saddle Brook.

In addition, every effort should be made to replace the roof with “natural” looking materials. Metal roofs are strongly discouraged. Contact the Association manager for approval before installing a new roof on your home.

3.25 Tree Removal

Bushes and trees on residential property must be trimmed for aesthetic reasons.

Diseased or dead trees need to be removed to promote the growth of other trees and for aesthetic and safety reasons.

When trees are removed, the homeowner must remove the stump to below ground level and repair the landscaping with grass, sod, or another planting. It is recommended that the homeowner replace any tree that is removed with another tree.

3.26 Satellite Dishes

Per FCC guidelines, a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your exclusive use private property without prior approval of the Association. In no case may satellite dishes be installed on common property or common elements. To preserve the aesthetic look of our community, you are requested to observe the following preferred location guidelines:

1. On the rear wall of the house at or below the top line of the tallest first floor windows but less than 10 ft above grade (measured from the top of the dish).
2. On a deck or patio located in the rear yard not more than 4 ft above the deck or patio floor, but less than 10 feet above grade measured from the top of the dish.
3. Freestanding in the rear yard not more than 4 ft above grade (measured from the top of the dish).
4. Higher on the rear wall of the house.
5. On the sidewall of the house as far to the rear as possible.
6. Out of sight from curb.

If you are unable to obtain a clear signal from these locations, the dish should be placed in a location as unobtrusive as possible. Locating the dish on the front of the house or the peak of the roof is strongly discouraged.

Only one dish per type of service from the same provider is allowed.

Dishes must be gray in color or painted to match the -field color of the house.

3.27 Sewers

The Sewers in the street are for the sole purpose of eliminating rain/storm water from the subdivision. Any homeowner that is found dumping any chemicals, gasoline, or other hazardous materials into the sewer will be charged with the harshest penalties allowed by the EPA. The sewers are not the dumping ground for chemicals that you do not want to dispose of in a proper manner.

3.28 Signs

No sign of any kind shall be erected within the properties without the written consent of the Board of Directors. Permanently installed decorative signs are not allowed.

The following provisions constitute written consent for certain limited applications:

1. For Sale," and/or "Brokerage" signs are limited to one standard type "Realtor" or commercially available "By Owner" sign per-home placed on the front lawn only.
2. Special occasion signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and may exceed standard size limitations.
3. Political signs may be displayed on your private property only and are limited to one per issue or candidate and must be removed within 24 hours of the election. The sign must not be placed in any public right of way and must conform with the guidelines set by the Village of Oak Brook.
4. Garage Sale signs are limited to one per home on your private property.
5. "For Rent" signs are not allowed on the properties at all.
6. Signs are not allowed on common areas.

Signs, flags, banners or similar items advertising merchandise, business services, or providing directional information to activities/events outside of Saddle Brook are expressly prohibited on both private property and common areas.

3.29 **Sight Distance at Intersections**

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, tree, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. Ordinances by the Village of Oak Brook will be followed.

3.30 **Swing Sets**

Swing sets can be placed only in backyards. Swing sets should be kept in good condition which includes broken wood replacement, rust protective paint, and removal when the swing set is no longer safely functional. It is strongly recommended that swing sets should be made of natural materials – not steel or aluminum.

3.31 **Trailers, Sheds, and Temporary Structures**

No utility shed, shack, trailer, or other structure either permanent or temporary shall be placed upon any part of the properties. Storage units (PODS) placed on a driveway for the purpose of loading and removing property can only be placed on the driveway for 1 week in order to complete loading and removal. They cannot be placed and remain on the driveway for the entire period of remodeling a home or the construction of home additions.

3.32 **Unsightly and Unkempt Property**

It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his/her home. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the properties.

Lawns must be regularly maintained and be reasonably free of weeds. Trees and bushes must be trimmed of dead branches or entirely removed and replaced. Property must be regularly cleared of trash and debris.

The exterior of the dwelling must be kept in good repair - no peeling paint or hanging screens, shutters or gutters.

When the Association declares a property unsightly, the homeowner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the homeowner.

3.33 **Vandalism**

Any acts of vandalism to common areas should first be reported to the Oak Brook Police Department and then to the Property Manager so that the necessary repairs may be completed.

Charges incurred to repair damages made by a Home Owner, Tenant, Family Member and/or Guest will be billed to the Home Owner.

3.34 **Windows**

Windows that have a broken seal resulting in clouding of the glass should be replaced or repaired.

3.35 **Yard Decorations**

No artificial vegetation shall be permitted on the exterior of any portion of the properties.

3.36 **Use of Home for Business**

No trade or business may be conducted, in or from any home, except that an owner or occupant residing in a home may conduct business activities within the home so long as: (a) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the home; (b) the business activity conforms to all zoning requirements for the properties; (c) the business activity does not involve persons coming onto the properties who do not reside in the properties or door-to-door solicitation of residents of the properties; and (d) the business activity is consistent with the residential character of the properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a home shall not be considered a trade or business within the meaning of this section. This shall not prohibit the Association from leasing portions of the Saddle Brook Common Grounds.

A residential home in Saddle Brook may not be used for a business, if, it brings business activity to the home. This would include people being dropped off and picked up for the purpose of the business, cars being parked on the street for the purpose of the business, or outdoor activities at the house (including garage sales) for the purpose of a business. The Saddle Brook Board will contact the Village to determine which zoning laws are being violated in addition to the violation of Saddle Brook Rules and Regulations.

**SADDLE BROOK COMMUNITY ASSOCIATION
RULES & REGULATIONS**

SECTION IV - VIOLATIONS AND FINE POLICY

4.1 Resident Cooperation

Unless the Board, through the Property Manager, is notified of rules infractions by homeowners that witness them, 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 Property Manager, or persons authorized by the Board to do so, to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

- 1) The Association receives a complaint from a resident.
- 2) 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 resides, and 3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.
- 3) A Board Member or the Property Manager 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 U.S. postal service certified mail to the owner of record, within 10 business days of the report of the alleged violation. The warning will include specifics of the alleged violations as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within 10 business days after receipt of the Written Warning.

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

If subsequent violation complaints are received in regards to the same rule within four months of a previous complaint, or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent, by U.S. postal service certified mail to the owner of record within 10 business days of the report of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed by default unless a hearing is requested within 10 business days after receipt of the Notice of Violation.

4.5 Hearings

Provided the N.O.V. recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging Violation may be present. The decision of the Board or its duly authorized committee shall be rendered in writing within 5 days after the hearing and such decision shall be binding upon all parties.

**SADDLE BROOK COMMUNITY ASSOCIATION
RULES & REGULATIONS**

4.6 Penalties / Fines

A. RULES & REGULATIONS VIOLATIONS

- 1) 1st or initial offense - Written Warning naming infraction and time limit to correct the offense
- 2) 2nd offense or non response by homeowner - \$50 fine
- 3) 3rd offense or non response by homeowner - \$100 fine
- 4) 4th offense or non response by \$200 fine
- 5) Subsequent offenses or non response by homeowner - \$200 weekly cash fine
- 6) Legal action for potential eviction for homes with unpaid accounts of \$1000.00 or more.

B. ARCHITECTURAL GUIDELINES VIOLATIONS

- 1) Failure to submit a required modification request - \$100 per occurrence or modification.
- 2) Failure to submit a required modification request within two weeks after being fined per step one - \$100 per month until the modification is submitted and approved.
- 3) Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$200 per month until it is in compliance with an approved submittal.
- 4) Legal action for possible eviction for homes with unpaid accounts of \$1000 or more.

C. COSTS

In the event of any violation of the Rules & Regulations, Architectural Guidelines, Declaration or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending owner.

**SADDLE BROOK COMMUNITY ASSOCIATION
RULES & REGULATIONS**

SECTION V - ASSESSMENTS

- 5.1 Annual assessments are currently billed in March. The billing is mailed in early March after the annual home owners' meeting and is due on April 1. If you do not receive your assessment statement, please contact the management office. It is your responsibility to pay the invoice on time.
- 5.2 Special assessments are billed as directed by the Saddle Brook Community Association Board.
- 5.3 The late charge is assessed at \$50 per month. A late charge of \$50 will be charged if not paid within (15) days of the due date. If the delinquency is not paid within (30) days, additional interest will be applied monthly to the delinquent assessment at a rate of 18% per annum.
- 5.4 The Association's managing agent will issue a second statement following the initial payment statement of 30 days, to any delinquent homeowner past the due date for receipt of the annual and/or special assessment(s).
- 5.5 At the end of the sixty-day period and upon review/approval by the Board at its next regularly scheduled meeting, a homeowner shall receive a thirty-day payment demand notice letter from the association lawyer.
- 5.6 Upon lack of any payment(s) or communication with the association lawyer from the homeowner, Re: above demand notice, the association lawyer will prepare the necessary paperwork as directed by the Association Board to collect the funds due the Association.
- 5.7 Under appropriate circumstances, the Board shall have the authority to credit back any late charges, which may have been added to a Home Owner's account.
- 5.8 Home Owners have the right to request a hearing of the Board to protest any charges added to their account within 30 days of the charge being added. Provided a hearing has been properly requested in writing, the owner will be given a written notice informing him or her of a time and place where the Association Board will conduct a hearing to review the protest. All hearings will proceed with or without the presence of the owner. The decision of the Board shall be rendered in writing within 5 days after the hearing and such decision shall be final.

SECTION VI - TRANSFER OF OWNERSHIP

- 6.1 When you have a contract signed to sell your home, you or your attorney may need to obtain documents in order to close the sale. Those will include releases from the association that you are up-to-date with your assessments and have paid any fines that have been levied against you. In addition, you may require other legal documents. Please contact in writing the Property Manager, who will, within 15 days, 1) provide you with an assessment letter and 2) direct you to a website that allows you to choose the other legal documents that you will need. There will be a fee to obtain those documents. You may order and pay for the documents at that time.
- 6.2 In addition, the Selling Owner must supply the New Owner with copies of the Declarations, By-Laws and the Rules & Regulations of the Association so that the new owner is aware of the provisions governing Saddle Brook. Copies of these documents and any related costs may be obtained from the Property Manager.

6.3 The Selling Owner must supply the Property Manager with the names and addresses of the new owner, as well as the seller's forwarding address and telephone number.