

## **KIPLING ESTATES HOMEOWNERS ASSOCIATION**

### **WELCOME**

This booklet has been prepared by the Board of Directors to assist homeowners with easy reference to some of the general covenants and restrictions already in place that are applicable to all homeowners in the Kipling Estates Homeowners Association. This booklet is not intended as all-inclusive but is meant as an easy reference to the most asked questions. Each neighborhood has its own set of rules and regulations.

The purpose of rules, regulations, and restrictions is to keep the value of your most important asset, your home, at a level of quality that you will appreciate over the years. Please read the information provided in this booklet, as it will help you understand what homeowners can or cannot do and what needs to be done to obtain approval for modifications. You should view this as a reference guide to provide helpful information. If we all work together to follow the rules and regulations set forth; everyone will enjoy their ownership in the Kipling Estates Homeowners Association.

Kipling Estates is a master-planned community located in Shorewood, IL. It is designed with the active family in mind. The subdivision offers a very special lifestyle. It consists of quality homes, tree-lined parkways, landscaped entrances, and a community park that includes a private clubhouse and pool.

The neighborhoods that comprise Kipling Estates each have their own distinctive identity and offer well-crafted single-family homes, townhomes, condos, and coach homes. Single-family neighborhoods include Butterfield Ridge, Callaway Glen, St. Andrews Estates, Galway; our townhome neighborhood is Courtyards of Kipling, the condominium neighborhoods include Englewood Pointe and The Townes. Devonshire is a coach home neighborhood.

### **GENERAL INFORMATION**

#### **What is a Homeowners Association (HOA)?**

A HOA is a not-for-profit organization of owners formed for the purpose of maintaining the common areas. An HOA was formed when the Declaration of Covenants, Conditions, and Restrictions were recorded, and each homeowner became a member of the HOA upon closing.

#### **What is the Declaration of Covenants, Conditions, and Restrictions (CCR)?**

The CCR is documented on file with the Will County Recorder's Office and runs with the property. They are legally binding for all residents in the community to maintain a certain standard of aesthetics. Copies of the CCR should have been received at closing. Copies can be obtained for a nominal fee by calling the clubhouse. Copies can also be attained on our website [www.kiplingcommunity.com](http://www.kiplingcommunity.com) at no charge. Each neighborhood association has its own CCR that may have more restrictive requirements.

**Who is the Board of Directors (Board)?**

The initial Board is comprised of representatives of the developer who conduct the affairs of the association until 85% of the homes are sold and closed. After that, the Board is comprised of homeowners who have been elected to conduct the affairs of the HOA. The president of each neighborhood association becomes a member of the Kipling Estates HOA the Master.

**What does the Board do?**

The HOA is a not-for-profit corporation incorporated in the State of Illinois. As such, the Board's responsibility is to run the business of the HOA. The Board has a fiduciary responsibility to the members or owners of the HOA. This includes a timely collection of assessments as well as payments made for services provided to the HOA and upholding the CCR. In general, the board members are the decision-makers for the HOA.

**Why does the Board make the rules and regulations to monitor things homeowners want to do to their homes?**

The CCR requires the board to uphold the restrictions contained within the CCR. It is in the homeowners' benefit to have rules in place in their HOA. Rules are intended to establish and maintain a certain standard of aesthetics that will enhance the property value.

**Is the CCR in place to settle homeowner disputes?**

The CCR is NOT intended to settle homeowner's disputes. Unless the problem is one causing a common area problem or a direct violation, homeowner disputes should be settled between the parties involved. It is not the responsibility of the Board to serve as a referee between homeowners. In any community, whether governed by an HOA or not, homeowners run into personality clashes and other neighborhood issues. Often the problem can be easily resolved to the satisfaction of both parties with no hard feelings, with open, friendly communication between the parties.

**Property Management Company:**

The property management company is employed by and takes direction from the Board. Its primary responsibilities include financial statements, budget preparation, assessment collections, and property administration, if applicable.

**Neighborhood Associations:**

Kipling Estates is comprised of eight (8) neighborhoods. Each neighborhood has its own CCR, which may vary in certain aspects from the Master CCR presented herein.

**Lot/Dwelling:**

Each lot and dwelling shall be used for residential purposes only, for single-family occupancy, and no trade or business of any kind may be carried on therein.

No lot(s) or dwellings may be sold under any time-sharing, time-interval, or similar right-to-use programs. In the event an owner sells, leases, mortgages, or otherwise disposes of any lot or dwelling, the owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgage, or transferee. In the event of a sale, the seller MUST get a paid assessment letter from the management company before closing.

## **HOMEOWNER ASSESSMENT:**

As in any business, funds are needed to run the business. The business of the HOA is to maintain the common areas, landscaping, property entrances, and clubhouse; pay the insurance and administrative expenses; and fund reserves for future repair and replacement. As a member of the HOA, each homeowner is required to pay a share of operating expenses in the form of an assessment. Assessment payments are due on the first (1<sup>st</sup>) day of each quarter, meaning January, April, July, and October. If payments are not made by the 15<sup>th</sup> of that month in which it is due, a late fee will be assessed. If an assessment is unpaid thirty (30) days past the due date, another late fee will be assessed, and management will send a thirty-day demand letter. If payment has not been received or a payment plan implemented within the thirty-day demand period, the account will be turned over to the attorney for collection. All collection expenses will be charged back to the homeowner's account. Any household not current with their assessment payment is prohibited from any/all clubhouse privileges.

## **ARCHITECTURAL APPROVAL:**

### **Architectural Review Committee (ARC):**

This ARC is authorized by the CCR to promulgate from time-to-time written architectural standards, policies, and guidelines for submission of plans and specifications and other information required to evidence compliance with and obtain approval pursuant to the CCR. Each lot owner shall be current in assessment payments prior to any Architectural Review Committee application or review.

### **Permitted Improvements:**

All exterior modifications/improvements, including but not limited to paint, trees, bushes, concrete, driveways, patio, pools, hot tubs, swing sets, trampolines, lights, security lights, siding, roofs, as well as replacement, e.g., doors, concrete driveways, roofs, etc., **must have ARC approval PRIOR to the beginning of work** if it is not the exact same color or type. Plans shall be submitted to and approved in writing by the ARC as to the compliance of such plans and specifications with the standards.

### **Securing ARC Approval:**

To preserve the architectural and aesthetic appearance of the development, no construction or improvements of any nature whatsoever shall be commenced or maintained by any owner or neighborhood association unless plans and specifications showing the nature, color, type, shape, height, materials, and location of said plans shall be submitted to and approved in writing by the ARC as to the compliance of such plans and specifications with the standards.

### **Process for Approval:**

Approval for architectural changes is a relatively simple process. The homeowner is required to submit to the ARC a preprinted form together with supporting documentation, including a plat and materials list, so the ARC can make a determination as to whether the submission is in compliance with the CCR and standards. All improvements must be shown on the plat of survey. Once the ARC has had the opportunity to review the submission, authority to proceed with the project or a denial if not in compliance will be

granted within thirty (30) days. **No work may commence until a submission approval has been granted.** In, the event a request is denied, the ARC will usually provide information beneficial to the homeowner to bring their request within compliance with the guidelines or define why it has been denied.

**JULIE/Building Permits:**

ARC approval for any project does not constitute or suggest compliance with state or local rules, regulations, or building codes. If a building permit is required for the project, it is incumbent upon the homeowner to obtain the necessary building permits from the Village of Shorewood. It is also each homeowner's responsibility to contact JULIE to identify any underground utilities.

**EASEMENT TYPES**

**General:**

The land upon which easements are described on the homeowner's survey for that lot number describes all of the property owned by the homeowner, including those portions of the property for which an easement right has been granted. Upon the examination of the survey of your property, you will notice the existence of one or more easements on your property. An easement is a right granted by the owner of the property to another for the use of the land for a specified purpose.

**Public Utility Easements:**

Generally, but not always, public utility easements are located in the rear and/or side yard of a homeowner's property. Electrical gas, phone, and cable lines are usually buried in these easements.

**Drainage Easements:**

Generally, but not always, drainage easements are located in the rear and side yards of the lot. These easements are generally designed to control drainage and protect the home. No private water wells may be drilled or maintained, and no septic tanks or similar sewage facilities may be installed or maintained on any lot, dwelling, or neighborhood.

**Landscape Easements:**

Generally, but not always, landscape easements are located in the rear and/or side yards. They generally serve aesthetic purposes for the HOA.

**Natural Gas Pipeline Easements**

Generally, but not always, natural gas pipeline easements are located in the rear or side yards. The easements allow access to and safeguard the existence of a regional natural gas pipeline.

**STRUCTURAL RESTRICTIONS**

**Tool or Storage Sheds: Revised July 2012**

Sheds/Structures of any type are prohibited. Pursuant to the Covenants, Conditions, and Restrictions (CCR) of the Kipling Estates Homeowners Association. The term "Storage Shed" shall be broadly defined so as to include any temporary or permanent storage unit

container, structure, building, and partially or fully enclosed space in excess of 45 cubic feet or standing taller than 36 inches.

A solid earth tone color temporary storage unit, container, structure, building, partially or fully enclosed space which does not exceed 45 cubic feet in volume and does not stand in excess of 36 inches in height shall be permitted in the rear of the residence as long as it not visible from the street.

**Clotheslines:**

Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall.

**Animal Structure**

No animal houses, cages, or other types of structures are permitted.

**GENERAL RESTRICTIONS**

**Barbeque Grills:**

Barbeque grills must be placed in the rear yard.

**Satellite Dishes:**

Satellite dishes less than twenty-four (24) inches in diameter will be allowed in accordance with the revised FCC Code but may not be affixed to the front of the home, nor may they be visible from the street in the front of the home. Additionally, an ARC form must be submitted and approved by the ARC. All satellite dishes must be 'placed in the rear of the home unless the signal is impaired by such placement, in which case that problem must be documented by a certified satellite dish installation company. Any alternate location will have to be approved by the Board prior to installation and may be subject to screening by evergreen shrubs.

**Commercial Vehicles, Trucks, RV's, Boats, Trailers:**

1. **"Truck other than pick-up trucks":** means any truck that does not qualify for one of the following license plate designations as established by the Office of the Illinois Secretary of State:

Passenger plates, Military passenger plates B-Truck plates, Collegiate, Sorority/Fraternity, Environmental, Organ Donor, Fire Fighters Memorial, Mammogram, Master Mason, Wild Life Prairie Park, Prevent Violence, Illinois/Michigan canal, Mayor village President, Sporting Series Bass, Deer, Duck, Goose, Pheasant, Turkey, Person with Disabilities, Hearing Impaired, Specialty Passenger Plate, Taxi Cab, Ceremonial License, Driver Education, Electric Vehicle, Antique Vehicles, State Police, Secretary of State Police, Department of Natural Resources Police, Sheriff Department, Dealer Plates, Constitutional Officer, Illinois Supreme Court, Members of Congress, Senate, House Consular, and Temporary Registration Permit Plates for any of the aforementioned.

2. **"Commercial Vehicle"**: means any vehicle which is used or could be used commercially and does not qualify for one of the license plate designations set forth in paragraph (l) above.
3. **"Not more than 48 hours"**: means that said vehicles shall not be parked for more than two calendar days per month. A vehicle that is parked for a third day during the same calendar month is in violation of this definition and subject to a fine.

NO repair or bodywork of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance. Passenger motor vehicles in non-operative condition must be parked in garages.

No part of any lot shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, commercial vehicles, snowmobiles, or boats except within the confines of the garage.

**Storage/Garage Doors:**

Items such as gardening tools, ladders, wheelbarrows, etc., must be stored in the garage, not along the side, rear, or front of the home. All rubbish or garbage containers shall be kept as not to be seen from the neighboring units and streets. Garage doors are to be kept closed at all times when not in use.

Vehicles are to be parked inside garages to the extent that garage space is available (two (2) car garages - two (2) cars, etc.) The owner of each individual lot, to avoid any habitual use of the on-the-street parking, shall provide adequate off-street parking. All automobiles owned or used by owners or occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available. Garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The outside storage or parking upon any lot, dwelling, neighborhood, or within any portion of the common area (other than areas provided therefore within the common area, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms of transportation devices is hereby prohibited unless said vehicle can be parked inside the owner's garage.

**Street Parking:**

The Village of Shorewood enforces the city snow ordinance and street-parking ordinances, such as cars parked blocking a sidewalk or posted traffic signs. Village ordinances prohibits on-street parking within 15 feet of fire hydrants and mailboxes and within 30 feet of intersections and stop signs.

Vehicles parked overnight in the clubhouse parking lot will be towed away at the owner's expense.

**Burning Prohibited**

No burning of refuse, leaves, or yard waste shall be permitted at any time.

**Pets:**

No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Pets shall be under leash at all times when walked or exercised in any portion of the common area, and no pet shall be permitted to leave its excrement on any portion of the common area, and the owner of such pet shall immediately remove the same.

No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any owner upon any portion of the development, provided that generally recognized house pets may be kept in dwellings, subject to rules and regulations adopted by the Association, through the Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose.

**Signs: revised 12/2023**

Advertising signs of any type are not permitted. One "For Sale" sign per home is permitted, not exceeding 2'x2' in size, and must be placed in front of the home but not in the parkway. One political sign may be maintained on an individual lot two weeks prior to and one week subsequent to an election. No "For Rent" signs are allowed anywhere on the property. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements located within the development, or elsewhere on any portion of the property, without the express written permission of the Architectural Review Committee. These restrictions do not apply to the displays and signs posted by the Association.

**Window Treatment:**

No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air conditioning units be permitted.

**Holiday Decorations:**

Tasteful holiday trim may be displayed from November 1<sup>st</sup> through January 31<sup>st</sup>, provided it is not excessive.

**Complaints:**

Forms for filing complaints with the HOA are available at the clubhouse.

**Wildlife Corridor, Wetlands, and Ponds:**

Deposit of grass clippings, leaves, or other landscape waste in the wetland harms the wetlands and is strictly prohibited by the association and the Army Corp. of Engineers. Homeowners adjacent to these areas should be mindful that fertilizers runoff from your yard into wetlands, which can cause damage to plants and wetland animals.

1. There shall be no dredged or fill material placed upon the said land.
2. There shall be no fences, buildings, or structures constructed upon said land and appurtenances thereof.

3. There shall be no removal or destruction of living trees and plants on said land.
4. There shall be no plowing of said land, nor shall there be any mining, removal of topsoil, sand, rock, gravel, minerals, or other material from said land.
5. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles on said land, except for machinery needed for maintenance of the wildlife corridor.
6. Persons are prohibited from discarding rubbish of any kind, including lawn clippings, in the dedicated area.
7. Persons are prohibited from planting or dispersing non-native plant species or their parts into the dedicated area without the written approval of the Village and the Army Corps of Engineers.
8. Persons are prohibited from spreading fertilizer or herbicides within the Wildlife Corridor, other than for the attainment of native vegetation. If used to control noxious weeds and non-native plant species, herbicides may be applied only upon consultation with a licensed herbicide applicator.
9. Dumping of any material in wetland areas is strictly prohibited and subject to fine by the HOA as well as the Army Corp of Engineers.

Deposit of grass clippings, leaves, or other landscape waste in the wetland harms the wetlands and is strictly prohibited by the association and the Army Corp. of Engineers. Homeowners adjacent to these areas should be mindful that fertilizers runoff from your yard into wetlands, which can cause damage to plants and wetland animals.

As noted from the signs by the ponds, trespassing, swimming, boating, ice-skating, ice fishing, or snowmobiling, is not permitted.

No dumping of refuse, dirt, or any other material in drainage ditches, drainage easements, or drainage structures on any lot shall be allowed.

### **Enforcement of Rules: Effective December 2019**

Enforcement of our Rules and Regulations is authorized in the Declaration of Covenants, Conditions, and Restrictions for Kipling Estates, Article XI, Sections 11.02 and 11.03, and with the general provisions of the declarations of the Neighborhood Associations. The purpose of the enforcement section of these Rules and Regulations is to provide a governing mechanism that establishes a set of procedures that will enable the Board to reach decisions which will promote the common good of the Association. The Board reserves the right to consider mitigating circumstances when enforcing the Declaration or these Rules and Regulations. Such exceptions shall not constitute a waiver of the Association's right to enforce



the Declaration, By-Laws, and the Rules and Regulations in their entirety in the future. Please note that the Board can only enforce violations of the Association's Declaration, By-Laws and Rules, and Regulations. Any violations of governmental code or law must be referred to the appropriate governing body.

Please note: These Association Rules and Regulations constitute only a portion of the complete covenants, by-laws, and rules of the Association. The remedies provided in these Rules and Regulations are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations thereof or of these Rules and Regulations of the Association. Additionally, in the event the Board determines a violation to be of an exceptional nature, the Board reserves the right to forego the remedies provided in these Rules and Regulations and to instead pursue any and all rights and remedies provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations of these Rules and Regulations.

The Board of Directors of the Kipling Estates Homeowners Association established the following process:

A. Fines and Sanctions

The Board has set up a fining structure for violations. The fining structure shall be as follows:

Fining Schedule

*Multiple Violations of Same Rule Occurring within 12-month period*

1<sup>st</sup> offense - written warning, with ten (10) day period to cure violation (provided that the Board has discretion to give a longer period to cure a violation as it deems appropriate)

2<sup>nd</sup> offense - \$25.00 fine, with ten (10) day period to cure violation

3<sup>rd</sup> offense - \$50.00 fine, with ten (10) day period to cure violation

4<sup>th</sup> offense - and subsequent offenses - fines of \$25.00 each, with ten (10) day period to cure violation

*Violations of a Continuing Nature*

1<sup>st</sup> offense - written warning, with ten (10) day period to cure violation (provided that the Board has discretion to give a longer period to cure a violation as it deems appropriate)

If violation is not cured within ten (10) day period - \$25.00 fine, with additional ten (10) day period to cure violation.

If violation is not cured within second ten (10) day period - \$50.00 fine, with additional ten (10) day period to cure violation.

If violation is not cured within third ten (10) day period - additional fines of \$25.00 for each subsequent ten (10) day period until cured.

Additionally, the Board shall have the power to suspend an Owner's right to vote in the Association, suspend an Owner's right to use any recreational facilities located in the Common Area, and/or place a lien upon the Lot or Dwelling. The Board shall have the power to impose all or any combination of these fines and sanctions.

B. Notice and Hearing Procedure

1. Any complaint which alleges a violation of the Declaration, By-Laws, or Rules and Regulations shall be made in writing. At a minimum, the complaint shall set forth:
  - a. The name, address, and phone number of the complaining witness.
  - b. The Owner's name, Dwelling number, or address of the Dwelling where the person or resident complained of resides:
  - c. The specific details or description of the violation, including the date, time, and location where the violation occurred.
  - d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary; and
  - e. The signature and address of the complaining witness and the date on which the complaint is made.
2. When a complaint is made pursuant to the above, or when an alleged violation is observed by the Association's managing agent or a Board member, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The violation notice shall specify:
  - a. The alleged violation.
  - b. The action required to abate the violation; and
  - c. A time period of not less than ten (10) days during which the violation may be abated without further sanction by the Association, if the violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of the Declaration, By-Laws or Rules and Regulations may result in the imposition of fines after notice and a hearing.

In the event an Owner receiving an initial violation notice believes that no violation has occurred, the Owner has the right to request a hearing before the Board. The Owner must contact the Kipling Estates clubhouse and speak with our Administrative Assistant, who will set up a meeting with the Board. This request must be made within the ten (10) day cure period.

3. Within twelve (12) months of the first notice of violation for a particular violation, if the violation continues past the period provided for in the initial violation notice, or if the same violation occurs again, the Owner will be sent an additional violation notice with written notice of a hearing to be held in front of the Board. This notice shall contain:
  - a. The nature of the alleged violation.
  - b. The time and place of the hearing, which shall be not less than ten (10) days from the date of the notice.
  - c. An invitation to attend the hearing and produce any statement, evidence, and witnesses on the Owner's behalf; and

- d. The proposed fine is to be imposed.
4. The hearing will then be held before the Board and shall afford the alleged violator a reasonable opportunity to be heard. Proof of the violation notice and invitation to the hearing shall be placed in the meeting minutes, and the minutes shall contain a written statement of the results of the hearing and the fine imposed if any. In, the event the Owner alleged to have committed the violation fails to attend the hearing, the hearing may proceed without such Owner present.
5. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules, and Regulations of the Association, the following shall occur: If found to have committed a violation of a given provision of the Declaration, By-Laws or Rules, and Regulations, the Owner shall be notified of the finding by the Association or its duly authorized agents that a violation has occurred and notified of the amount of the fine, if any, that will be charged to the Owner as set forth in these Rules and Regulations. In addition, any legal expenses and costs incurred by the Association, or any actual damages incurred at the Association's expense may be charged back to the Owner.

Any Owner assessed hereunder shall pay any charges imposed with the next assessment that is due after the notification that such charges are due. All charges imposed hereunder shall be charged to the Owner's account and shall be collectible in the same manner as any regular or special assessment against the Owner, as provided in the Declaration. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof.

Failure to rectify a violation can result in legal action and/or action by the Board to correct the violation, and all expenses incurred by the Association, including but not limited to attorneys' fees and court costs, in connection with any violations of the Declaration, By-Laws or these Rules and Regulations and/or the enforcement thereof shall be charged to the responsible Owner's account.

## **ADDITIONAL RULES FOR RESIDENTS OF BUTTERFIELD RIDGE CALLAWAY GLEN GALWAY ST. ANDREWS ESTATES**

### **STRUCTURAL RESTRICTIONS**

#### **Garden or Yard Structures:**

A number of yard structures are permitted, approval in writing by the ARC is required in order to erect a yard structure such as screened porch, cabana, gazebo, lanai, awning, conservatory, greenhouse, sunroom/all-season room, arbor, or any type of like structure.

**Tool or Storage Sheds/Structures:**

Sheds/Structures of any type are prohibited. Pursuant to the Covenants, Conditions, and Restrictions (CCR) of the Kipling Estates Homeowners Association. The term "Storage Shed" shall be broadly defined so as to include any temporary or permanent storage unit container, structure, building, and partially or fully enclosed space in excess of 45 cubic feet or standing taller than 36 inches.

A solid earth tone color **temporary** storage unit, container, structure, building, partially or fully enclosed space which does not exceed 45 cubic feet in volume and does not stand in excess of 36 inches in height shall be permitted in the rear of the residence as long as it not visible from the street.

**Swimming Pools:**

Only in-ground swimming pools are defined as a pool manufactured and constructed to be installed only as an in-ground pool with access at ground level. **Sunken above-ground pools are prohibited.**

**Hot Tubs:**

Hot tubs are permitted subject to written ARC approval.

**Fences: revised 12/2023**

All fences must be approved in writing by the ARC **prior to installation.** No fences may be constructed upon the property except in accordance with the applicable village ordinances and neighborhood association requirements. Fences cannot exceed five (5) feet in height and solid style privacy fences are prohibited. Fences shall be set back to the rear corners of the house. No fence may be located in any area designated as a natural gas pipeline easement, landscape easement, or past the building line of the home. Village of Shorewood permits are required. **Additionally, St Andrews Estates & Galway can only have wrought iron or wrought iron look alike fences.**

**Invisible Fence:**

Invisible electronic underground dog fences are allowed if the dog they are fencing obeys the signal. However, if the dog comes out of the yard unleashed, the homeowner is subject to a \$25.00 fine per occurrence.

**Driveways:**

All driveways shall be paved with concrete or brick pavers only and are subject to ARC approval.

**LANDSCAPING AND GENERAL RESTRICTIONS**

*All Landscaping must receive ARC approval prior to installation.*

**Trees and Shrubs**

No one is permitted to remove a tree having a trunk diameter of six (6) inches or greater at a level of four (4) feet above the ground without ARC approval.

All parkway trees must be a 2" minimum caliper. All lots shall contain one (1) parkway tree, and corner lots must contain two (2) parkway trees (one on each frontage). ***Lots in St. Andrews neighborhood shall contain two (2) parkway trees per lot.***

Should a parkway tree die or be deemed a hazard due to damage or disease, it is the responsibility of the homeowner to **replace** the tree with a tree meeting village specifications.

Installation of trees and shrubs is permitted so long as the varieties selected for installation and location are approved in writing by the ARC prior to installation.

No hedge or shrubbery planting or tree that obstructs sight lines of streets and roadways shall be placed or permitted to remain on a lot.

No dumping or refuse, dirt, or any other material in drainage ditches, drainage easements, or drainage structures on any lot shall be allowed.

**Landscaping must be installed within one season, weather permitting.**

All lots shall have a minimum of five (5) foundation plants to be placed in the front of the house. The plants need to be shrubs or trees with two (2) of the plants an evergreen variety-perennials are not considered foundation plantings. Corner lots need five (5) foundation plants on both frontage sides. All landscaping must have written ARC approval.

**Lawns:**

All front lawns and side yards must be sod; back yards may be seeded within one (1) season of the completion of the construction of a said residence on any lot. Grass on all lots shall be mowed and not exceed six (6) inches in height. All varieties of weeds need to be removed on all lawns and plant.

**Ponds, Waterfalls, Fountains:**

Water landscaping of the property, including the installation of ponds and fountains, may be permitted subject to ARC approval.

**Ornamentation:**

General small items of landscape ornamentation such as birdhouses, bird feeders, garden statues, etc., are permissible without architectural approval.

Coach lights, driveway lights, and security lights may be installed by each individual lot owner, subject to approval by the Architectural Review Committee to ensure they are not offensive to adjacent property owners.

**Wading Pools:**

Wading Pools may not be higher than eighteen (18) inches, and six (6) feet in diameter are permitted; however, they must be emptied every night, and no filter system may be used.

**Barbeque Grills and Portable Fire Pits:**

Barbeque grills and Portable Fire Pits must be placed in the rear yard.

**Garbage and Recycling: revised 12/2023**

All garbage containers shall be kept in either the garage or in an enclosed area concealed from public view. The enclosed area must have a minimum of two (2) sides (L-shaped) solid fence to be made with maintenance-free material of no larger than 4' in width and 10' in length with no roof so the top of the garbage cans are not visible. The fence enclosure is to be set back a minimum of 10' from the front of the dwelling it serves. ARC approval in writing is needed prior to installation.

Garbage must be securely tied in appropriate trash bags or in trash containers with covers that close tightly. Garbage and recycling bins may be placed curbside for collection no earlier than sunset on the day before the scheduled pick-up date and need to be returned by sunset on the garbage pick-up day.

**Play Equipment:**

Swing sets, play equipment, and playhouses may be placed only in the rear yard, not visible from the street. Trampolines must be protected with a safety net. Swing sets, trampolines, and play equipment must be kept at least ten (10) feet from the lot I line to protect the neighbor's property.

Children's playhouses are permitted if their footprint is less than thirty-six (36) square feet in area and is not permanently attached to the ground.

**Flagpoles:**

All flagpoles must have ARC approval prior to placement. Flagpoles must be no taller than 20 feet in height and be set in concrete and properly secured. The only flags permitted are the American flag and Military flag. The flag can be no bigger than 3 feet by 5 feet. Flags must always be kept in good condition at all times. If the flag(s) are not removed from Sunset to Sunrise, then lights must be shown on the flag(s). A short temporary flagpole may be attached to the front porch for the purpose of flying the American flag.

**Mailbox Requirements:**

The Shorewood Post Office requires that:

- The front of the mailbox must be six (6) inches back from the curb.
- The bottom of the mailbox must be 42 inches from the ground, and
- Numbers must be on the front lid of at least one (1) inch high of contrasting color.
- All mailboxes must be on the designated side of the street.

The approved style, make, and model for both the mailbox and pole and any parts may be ordered from:

Mel Northey Company, Inc.  
800-828-0302  
Style #5518B

**Basketball Hoops: revised 12/2023**

Prior ARC approval in writing is needed to install permanent or semi-permanent basketball hoops. Permanent basketball hoops may be installed in the backyard only and must not be visible from the street. Semi-permanent basketball hoops adjacent to the driveway are allowed so long as the pole, hoop, and backboard can be removed. In addition, the centerline of the post must be no less than three (3) feet from the sidewalk and no more than eighteen (18) inches from the driveway. Portable hoops need to be placed on the side of the driveway at all times and secured according to the directions for the hoop. No unsightly sandbags, rocks, etc., can be used to secure hoops. Hoops that are in the street, sidewalk, blown down, etc., are subject to a fine.

*(See exceptions for Galway: Portable basketball hoops are not permit)*