

KIPLING ESTATES HOMEOWNERS ASSOCIATION

WELCOME

This booklet has been prepared by the Board of Directors in order 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 commonly asked questions. Each neighborhood has their 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 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-line 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, town homes, condos and coach homes. Single-family neighborhoods include: Butterfield Ridge, Callaway Glen, St. Andrews Estates, Galway, our town home 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 non-for-profit organization of owners formed for the purpose of maintaining the common areas. A 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 are documents on file with the Will County Recorder's Office and run 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 at no charge. Each neighborhood association has their 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 non-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 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 home?

The CCR requires the board 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 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 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 a form of an assessment. Assessment payments are due on the first (1st) day of each quarter, meaning January, April, July, and October. If payments are not made by the 15th 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 any 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, describe 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 purpose 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 type 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 afore mentioned.

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 (1) 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, and 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 prohibit 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:

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.

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 1st through January 31st 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 run off 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 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 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 run off 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

1st offence – 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)

2nd offence - \$25.00 fine, with ten (10) day period to cure violation

3rd offence - \$50.00 fine, with ten (10) day period to cure violation

4th offence – and subsequent offenses – fines of \$25.00 each, with ten (10) day period to cure violation

Violations of a Continuing Nature

1st offence – 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 time 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 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.

Englewood Pointe Rules

INTRODUCTION

Every owner of a dwelling is hereby declared to be a member of the Homeowners Association. As unit owners in Englewood Pointe, we actually belong to two (2) separate Homeowner Associations: our Master Association, KIPLING ESTATES, which is comprised of eight (8) different local communities, and ENGLEWOOD POINTE, our 60-unit neighborhood on Fieldstone Drive South (Even-numbered addresses: 1600-1706 / Odd-numbered addresses: 1609-1733).

The Rules & Regulations contained in this booklet have been duly adopted by the Board of Directors of the Englewood Pointe Townhomes-Condominiums Home Owners Association. They, together with the covenants already established by Kipling Estates and Englewood Pointe are the legally binding edicts under which all unit owners, tenants, and guests are expected to operate.

All enclosed Rules & Regulations will be enforced. Your Home Owners Association has the right to employ appropriate legal action, if necessary, or to levy fines when violations occur. Please remember: these Rules & Regulations exist to make this a better community for all of us, and as such, we are all responsible to abide by them; refusal to do so inconveniences all of us.

From time to time, at the sole discretion of the Board, these rules may be amended and/or new rules added, for which either replacement pages or additional pages will be supplied to the unit owner. It is the sole responsibility of the unit owner to see that such pages are inserted and outdated pages removed.

It is the responsibility of all unit owners and tenants to report and rectify any missing pages in this booklet. A claim of ignorance because of any missing page(s) will not be accepted as a defense in the case of a violation complaint. Furthermore, it is the responsibility of all unit owners who rent their units to provide a copy of this document to the tenants to ensure that they become familiar and comply with the enclosed Rules & Regulations.

THE RULES & REGULATIONS CONTAINED HEREIN ARE EFFECTIVE ON THE DATE THEY ARE ADOPTED BY THE BOARD AFTER A MEETING WITH THE GENERAL MEMBERSHIP TO DISCUSS SAID RULES & REGULATIONS. ALL PREVIOUSLY PUBLISHED RULES & REGULATIONS ARE HEREBY NULLIFIED AND REPLACED BY THESE.

For the convenience of unit owners or their tenants, a supply of certain forms are included in this packet. Additional copies of these forms including the Rules & Regulations, may be obtained by contacting the Property Manager. A reasonable fee for the actual cost of copying may be charged to the unit owner for photocopying of such documents.

The Property Management Company ("Agent") which has been hired by your HOA Board, administers the day-today affairs of the Association, the property, and the community. The Agent is knowledgeable of all aspects of association living, including assessment information, insurance claims, grievances about an Association contractor or another unit owner, or general questions about the Association and its administration. The Agent's responsibilities are numerous: they range from calculating and collecting monthly assessments from each unit owner, helping the Board prepare its annual budget, writing specifications for various bid projects such as painting, landscaping, and repairs, and ensuring that each contractor fulfills the requirements of the job awarded it. Should you have any questions or need help in any matter, **please contact our Agent first** (contact information can be found on the rear inside cover of this booklet).

You are urged and encouraged to utilize the services of our Agent -- their team is here for you!

ASSESSMENTS

For Monthly Maintenance...

I. As referenced in the Introduction, we belong to two (2) separate Homeowner Associations and therefore pay assessments to each. The first, paid on a quarterly basis to KIPLING ESTATES, covers the upkeep of those areas that these eight communities share: the clubhouse (including the pool, workout area, and clubhouse staff), the entranceway to our subdivision, our pond, etc. The second, to ENGLEWOOD POINTE (exact amount approved annually by our Association's Executive Board of Directors), is paid on a monthly basis and due on the first of every month; it covers the monthly expenditures as incurred by our 60-unit neighborhood and detailed in the Annual Budget (Copy sent to you previously, additional copies available upon request).

Fines and Other Fees...

II. Fines or other fees may be assessed against individual owners for various reasons as provided herein. Fines shall be paid along with the first monthly assessment due after notice of fines.

Payments, Due Date, and Late Fees...

III. Payment of assessments and other items can be made either:

- 1.) by check or money order payable to "Englewood Pointe HOA" and mailed to the address provided by the agent, or
- 2.) by direct account withdrawal per the coordination by the Agent.

IV. Payments received for an account with an outstanding balance will be credited in the following succeeding order:

- Special assessments,
- Fines and other fees,
- Current assessments,
- Outstanding assessment due

V. Checks returned by the bank for any reason shall subject the unit owner to a service fee of \$25.00 per occurrence. Payments are due on the first (1st) of each month and are considered "late" on the fifteenth (15th) of each month.

Collection Policy...

VI. Payment of assessments, fees, and fines made to the Englewood Pointe HOA are designed to meet operating expenses. In the event of nonpayment, the Association may initiate several courses of action to effect payment including placing a lien against the nonpaying unit. The unit owner shall be responsible for all costs of collection of said payments including all legal fees incurred.

ACTION	DATE OF ACTION
1. Assessment Due Date	1st of current month
2. End of "Grace" Period	15th of current month
3. Add \$25 Late Charge	16th of current month
4. Send FINAL notice to file a Forcible Entry and Detainer action PLUS an additional \$25 Administrative Fee assessed	60 days past due
5. Send to attorney for legal action	75 days past due
6. Enforcement by attorney of Association's remedies under the forcible entry & detainer action	90 days past due

All of these actions shall be taken automatically in each and every case. The board is forbidden by law to make any exception for individuals, or to forbear the collection of assessments for any reason.

VII. Any legal fees incurred by the Association in an attempt to collect assessments will be charged to the delinquent unit owner as provided in the Declaration, Covenants, & By-Laws of the Englewood Pointe Townhomes-Condominiums Home Owners Association.

BOARD MEETINGS & MINUTES / BUDGET

I. The Board of Directors consists of up to five (5) members elected by Englewood Pointe homeowners and conducts an open meeting once per quarter (January - April - July - October). The annual meeting for the election of new Board members is held in April of each year. It is important to attend as many meetings as possible to stay informed of current happenings in membership. Exact times and places of the meetings can be obtained from the Agent.

II. Records of the Association may be inspected in accordance with Section #19 of the Illinois Condominium Property Act. Any request must be in writing and include an expressed purpose for this review.

III. Each year, on or before November 1, the Board shall estimate the total amount necessary to cover the costs that will be required to meet the Association's financial obligations for the ensuing calendar year. The Board shall provide written notice, either mailed or delivered, to each unit owner at least thirty (30) days prior to the Board/General Membership Meeting concerning the adoption of this proposed budget including proposed additions to the reserves, proposed capital expenditures, and proposed real estate taxes.

IV. The failure or delay of the Board to prepare an annual or an estimated budget shall not constitute a waiver or a release in any manner of a member's assessment obligation.

For more information on the Board of Directors, please refer to the Englewood Pointe Covenants, Article XIII.

GENERAL RULES & REGULATIONS FOR COMMON AREAS

Definition...

I. For the purpose of these Rules & Regulations, the following areas are considered COMMON AREAS and as such, are governed by the Association...

- Building and garage roofs
- Exterior elevations of the buildings
- Balconies, porches, and patios
- Lawn and landscape areas
- Driveways
- Sidewalks
- Gutters and downspouts
- Siding

NOTHING shall be altered, constructed, or removed from the common areas without prior WRITTEN CONSENT AND APPROVAL of the Board or the Architectural Review Committee.

Abandoned Vehicles...

II. A vehicle will be considered abandoned if the acts of the owner or the condition of the vehicle indicate that it has been abandoned, or if it is located in a driveway or on the street in front of said property under any of the following conditions:

- It does not have a current, valid license plate.
- It is in a state of disrepair, which renders it incapable of being driven in its present condition.
- The Agent has not been notified of extended vacations or business trips, or if for any reason the vehicle will be left unattended or driven for over 10 days.
- If it is covered, indicating that it is being stored.

III. If you suspect that a vehicle is abandoned, please contact the Shorewood Police Department.

Accidents...

IV. Accidents occurring on Englewood Pointe Townhomes-Condominiums property involving personal injury or property damage should be reported to the Village of Shorewood Police Department and to the Agent as soon as possible by anyone witnessing the accident or discovering its effects.

Antenna, Mast or Satellite...

V. No antenna, mast, or satellite dish or other type structure may be erected, permitted, or maintained in or upon any part of Englewood Pointe without first filling out both an Architectural Improvement Approval Form, a "Waiver of Liability" Form, and in the case of a satellite dish, a "Satellite Dish Request Form", submitting all forms to the Board for approval, and receiving back a WRITTEN CONSENT from said Board. No installations may take place until this process has been completed in full. (Additional information regarding this topic can be found in the Englewood Pointe Covenants, Section 4.9. Any mechanism installed without this consents subject to removal upon direction of the Board, after due notice has been given, with all removal costs to be the sole responsibility of the townhome/condominium unit owner.

VI. The antenna, mast, or satellite dish and all its related equipment and supplies are the property of the unit owner. It is therefore understood that the installation, maintenance, and use of the said antenna, mast, or satellite dish is the unit owner's sole responsibility.

VII. Unless the antenna, mast, or satellite dish is to be sold to a new owner of the unit, the selling unit owner must remove the entire dish installation and repair the surface to

prevent future damage. If the selling unit owner or purchaser does not do so, he/she will bear the cost of removal by the Association. If the antenna, mast, or satellite dish is sold to the new owner of the unit, the new owner must sign the "Waiver of Liability" Form before the signal can be activated.

VIII. The antenna, mast, or satellite dish (not to exceed 38" in diameter and color-compatible with the building) CANNOT be installed or attached to any part of the structure's roof; rather, it must be installed in the rear of the building on a pole or device made especially for this purpose. Any deviation from this policy must be in writing from the Englewood Pointe HOA Executive Board. All connections must be hidden from view and the application MUST include a diagram of exactly where the installer intends to run the wires; should wire channeling be necessary, it must match the color of the siding or the trim that it is installed upon. Finally, all installation must be performed by a licensed and insured contractor; a copy of the contractor's certificate of insurance must accompany the request form. The unit owner is responsible for the integrity of the building. Should the unit owner not do so, the owner will bear the cost of restoration by the Association.

IX. In the event that installation is not in accordance with these Rules & Regulations and without prior consent of the Board, the antenna, the mast, or satellite dish must be REMOVED upon notice from the Board. If the unit owner fails to remove this antenna, mast, or satellite dish, Board reserves the rights to enter the property and remove said antenna, mast, or satellite dish. Any cost incurred by the Association to remove the antenna, mast, or satellite dish will be assessed back to the unit owner.

X. If a satellite dish is installed in an area that requires Association maintenance, upon ten (10) days advance notice (except for emergency maintenance, repair, or replacement), the unit owner will be responsible for removal and re-instillation of said dish for said maintenance. Maintenance is defined as caulking, painting or sealing, wood replacement, and any other necessary repairs.

XI. In addition, the unit owner shall have the responsibility to restore the property back to its original condition in the event of repair, removal, or cancellation of service; in the event the unit owner fails to do so, the Board may do so and assess all costs incurred back to the unit owner. The Executive Board may also levy a fine in the event of a violation of this policy.

XII. Installation of a satellite dish is subject to any and all current FCC rulings.

Architectural Control...

XIII. In order to maintain the uniform appearance of the buildings and the integrity of the common areas, no unit owner or tenant may alter the exterior on a unit or add to the common areas without specific written approval of the Architectural Review Committee. Alter" for this purpose means painting or staining exterior surfaces with any color or stain, or adding or removing anything from the exterior surfaces, including but not

limited to ventilation openings from appliances, sun screens, awnings, shades, storm doors, canopies, shutters, trellises, patios, stairways, permanently-attached flower boxes, etc.

Balconies/Patios/Porches/Decks...

XIV. Unit's occupants are responsible to keep these areas clean, maintained, and free from clutter, and they are not to be used as storage areas. These areas may not be enclosed or altered in any way without prior written approval Board. No drying or airing of clothes, carpeting, or laundry or hanging of clotheslines is permitted in these areas. Items may not be affixed to or hung from these common areas without specific completion and submission of an Architectural Improvement Form and the subsequent written approval of the Board (excluding two hanging plants per balcony/patio/porch/deck).

XV. Failure by the unit owner or unit resident to treat and maintain the balcony can result in the Board hiring an independent contractor to do so, with all costs charged back to the unit owner. The Executive Board may also choose to levy a fine in the event of a violation of this stated policy.

Business Use...

XVI. No trade or business may be conducted in or from any unit by a unit owner or tenant, except under the following circumstances:

- The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit.
- The business activity does not involve persons coming into the unit who do not reside in the unit or door-to-door solicitation of the resident of the unit.
- The business activity conforms to all zoning requirements of the property.
- The business activity is consistent with the residential character of the property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security and safety of other residents of the unit or Englewood Pointe, as may be determined by the sole discretion of the Board.

XVII. The only exception to this rule are those designated in Article XVI, Section 16.15 in the Englewood Pointe HOA Declaration Covenants.

XVIII. 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 providing of goods or services to persons other than the provider's family and for which the provider's family receives a fee, compensation, or other form of consideration or remuneration, regardless of whether:

- Such activity is engaged full or part-time,
- Such activity is intended to or does generate a profit,
- Or a license is required thereof.

Draperies & Window Coverings...

XIX. Window coverings used for interior surfaces of all windows and sliding glass doors of the units, whether by draperies, shades, blinds, shades, blinds, or other items visible from the exterior of the buildings, must be of an offwhite or neutral color.

XX. Plastic of the type used for insulation is not allowed on the exterior of a window or patio door at any time. Interior plastic window insulation, however, is recommended wherever and whenever necessary to reduce the heating costs for the unit owner.

Garages...

XXI. The garage shall at all times be available to park automobiles and shall not be used as living space or for storage items which prevent the parking of automobiles.

XXII. Unit owners or tenants are asked to please keep their garage doors closed except, of course, when entry or exit from the garage is taking place.

Garbage Removal...

XXIII. All non-recyclable refuse is to be secured in a plastic bag and disposed of inside the container provided by the designated refuse company. Recyclable refuse is to be disposed of inside the recyclable designated containers also provided by the refuse company.

XXIV. Refuse containers to be emptied may be placed at the curb (right end of driveway) only after 7:00 P.M. on the day prior to the day assigned for trash pick-up, and must be removed by 9:00 A.M. on the day following pickup. Your containers are your responsibility and must be stored inside your garage. No containers or bags may be stored outside the unit or garage at any time. Please check with the Village of Shorewood for exact pick-up day.

XXV. Containers should be clearly marked with the unit address. Unmarked containers may be discarded. Unit owners or tenants MAY NOT use the garbage disposal of adjoining units.

XXVI. Any unit owner or tenant needing to dispose of an appliance, a piece of furniture, or other items too large for pick-up by the refuse company should contact our Agent so arrangements can be made for pick-up. Propane tanks, tires, paint cans, and other hazardous items are not allowed to be placed in either type of refuse container. Unit owners or tenants must arrange for special disposal of these items per the appropriate Village of Shorewood ordinance.

Insurance...

XXVII. The Association is responsible for carrying property insurance on the common elements including the limited common elements. It shall be the individual responsibility of each owner to provide public liability, property damage, title, and other insurance with respect to his/her own dwelling. The Board may require all owners to furnish copies or certificates thereof to the Association.

Maintenance & Repair Responsibilities...

XXVIII. Specific maintenance responsibilities are clearly defined in both Kipling Estates' and Englewood Pointe's Covenants. Generally speaking, they are broken down as follows:

XXIX. Areas that the Unit Owner is Responsible for...

- Exterior light fixture bulbs controlled from within your home.
- Repair and maintenance of all glass surfaces, screens, storm windows and doors.
- Balcony treatment and/or patio/deck replacement or repair.
- All interior maintenance including plumbing, heating, electrical, carpeting, smoke detectors, vent cleaning, etc.

XXX. Areas that the Association is Responsible for...

- Repair, replacement, and maintenance of driveways.
- Replacement of rotted wood in structural or exterior common areas. (excluding limited common areas)
- Repair and replacement of sidewalks up to front entry.
- Repair and replacement of building and garage roofs.
- All repair and replacement of existing gutters and down- spouts. exterior painting and siding.
- Repair and replacement of exterior caulking.
- All lawn and landscaped areas.
- Pruning of all trees and shrubbery.

XXXI. If you notice a street light is out, please promptly contact the Village of Shorewood.

XXXII. The cost of maintaining the common areas by the Association are directly proportional to the amount of the monthly assessment fee that must be charged. We are a not-for-profit Association; therefore, the Annual Budget adopted by the Board tries to forecast as closely as possible how much money will be needed for repairs, maintenance, and reserve funds for the upcoming year.

XXXIII. If maintenance or repairs to a unit or common area are necessary due to the negligent act of an owner, his/her family, guest, or tenant, the repair costs will be the responsibility of the unit owner and will be assessed accordingly.

Noise, Music, Etc....

XXXIV. No noise, music, or other sounds will be permitted in such a level or manner that unreasonably disturbs or annoys another unit owners or tenants. Complaints should be directed to the Village of Shorewood or to our Agent. This also includes noises, music, or other sounds emanating from vehicles of owners, tenants, or their guests.

Nuisance...

XXXV. No portion of any unit shall be used for any substance, item, or material that will cause any noise or other conditions that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding properties. Furthermore, no unit owner or tenant shall operate any machinery, appliances, or equipment in such a manner as to cause disturbance to others.

Parking of Unit Owner's Vehicles / Driveway Usage...

XXXVI. Vehicles parked in a unit owner's driveway must be registered to a resident or guest of said property. No more than four (4) vehicles may be parked in any driveway for a period in excess of twenty-four (24) hours and no vehicle should be parked in a position to block the sidewalk in front of the said driveway. Mobile or motor homes, tractors, boats or other watercraft, boat trailers, trucks (other than pick-up trucks), campers, motorcycles, and motorized bicycles or go-carts are hereby prohibited. No commercial vehicles are allowed in unit owner's driveway at any time except if the vehicle is parked there due to a service call being made at said unit. Vehicles should not be parked overnight on the street unless the driveway is not available due to maintenance (e.g., resealing).

XXXVII. The driveway area is a fire lane and is intended ONLY for ingress to and egress from a unit owner's or tenant's parking spot. Any vehicle parked or item stored in the unit owner's driveway area may be removed by the Association on an as needed basis without notice to the owner and at the owner's expense.

XXXVIII. Parking in another unit owner's driveway without their permission is strictly prohibited; any vehicle so parked is subject to towing at the owner's expense.

XXXIX. General maintenance of vehicles can only be conducted IN a unit's garage but major repairs are restricted to during daylight hours only. Vehicles being serviced may not be left overnight on jacks or without wheels in public sight or on a unit's driveway or on a street.

XL. There will be no parking or routes of passage across any portions of the common areas including all turf areas and sidewalks. Any vehicle that is found to be parked, maintained, or stored on a common area may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.

XLI. Motorists are encouraged to move their vehicles off-street to facilitate plowing efforts during snow accumulations of 2" or more. Unit owners, tenants, or guests are prohibited from parking on any village street until the snow has been cleared to the curb or road edge.

Pets...

XLII. No animals shall be kept or raised in the common areas. No animals shall be kept or raised for commercial or breeding purposes.

XLIII. All pets must be under the physical control of the pet's owner; no pets shall be allowed to run loose in the common areas. These common grounds are not permissible toilet facilities for your pet; if your pet does its duty, it is the pet owner's responsibility to bag it and then dispose of it in your home or garbage container -- please do not leave it on common ground. Pet owners walking their pets without a trowel or bag for waste disposal will be considered in violation of this rule and therefore subject to fine. Any fees incurred by the Association to repair any lawn damage that is caused by pets will be charged back to the pet owner including the costs of required irrigation. Any damage to property or person caused by a pet is the sole responsibility of the pet's owner.

XLIV. Barking dogs or any other pet causing or creating a nuisance or unreasonable disturbance may be removed from the unit at the owner's expense. No pets may be tied or tethered to the common areas via trees, stakes, balcony posts, etc.

XLV. The number of pets being owned within a unit is regulated under Village of Shorewood ordinance.

XLVI. Any unit owner or tenant who has been found to have been responsible for more than two (2) violations of the above Rules & Regulations shall be deemed to be liable for having a pet which causes a nuisance within the meaning of the Englewood Pointe Covenants. Thereafter, the Board, upon consideration of the facts and circumstances, may elect to order the unit owner to have the pet removed permanently from the property within three (3) days written notice to the owner from either the Board or the Agent.

Planting Seasonal Flowers...

XLVII. Unit owners may plant seasonal flowers (annuals). Flowering plants that are to be planted in the ground should only be planted along the unit's front walkway from the driveway to the front porch. Anything to be planted in this area of a permanent nature (bushes, perennials, etc.) must be approved IN WRITING prior to planting by the Architectural Review Committee via the submission and approval of an Architectural Improvement Form to the Board. Unit owners or tenants are also encouraged to utilize flower boxes in front of garages or on patios/decks. Unit owners or tenants who do plant flowers are responsible for maintaining a neat appearance and removing dead plants at the end of the season.

XLVIII. Please be advised that if you do plant flowers, especially in the ground, you do so at your own risk. It is possible that they could be accidentally damaged or destroyed in the process of mowing, trimming, or spraying for weeds and neither the Englewood Pointe Townhomes- Condominiums Home Owners Association, nor the Agent, nor the contracted landscaping company will be responsible for replacement or reimbursement.

XLIX. Fruits and/or vegetables may ONLY be planted in secure containers in the rear of the unit, and are limited to only two (2) potted plants per unit. Climbing plants that attach themselves to the building are NOT permitted.

Restrictions on Property Use...

L. It shall be the responsibility of each unit owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her property. All units must comply with Village of Shorewood occupancy rules. No structure of a temporary or permanent nature, camper, trailer, storage building, and/or shed shall be used as a residence at any time, either temporarily or permanently.

LI. Lawns and landscaped areas are for the environmental enjoyment of all unit owners and tenants. They are not to be used for any purpose that can be destructive or injurious to the plantings, the users, or other residents.

LII. Adults or children are not permitted, for safety reasons, to play or leave toys on any driveway area or to play in or around trees or utility boxes. Any fees for repairing any of the above will be the responsibility of the unit owner or parent of said child. There will be no riding of bikes, wagons, sleds, tricycles, "big wheels", or any other wheeled conveyances on any of the landscaped areas for any reason. No pools or playground equipment (i.e. slides, swings, sandboxes, etc.) are allowed to remain in the common areas; all toys and recreational equipment must be removed from these common areas by sunset. All lawn furniture and grills must be returned to the owner's patio, balcony, or deck when not in use.

LIII. No areas may be enclosed with a fence or other boundary. Intention to install any outside relaxation or entertaining surface, e.g.a patio, must be submitted in writing to the Architectural Review Committee via a completed "Architectural Improvement Form"; no construction may begin until the unit owner has received a WRITTEN approval from the Board. Pools, hot tubs, etc. are NOT permitted in the outdoor areas of any unit of Englewood Pointe.

LIV. Toys, grills, trash cans, hoses, or other personal belongings may not be stored in common areas. Any items left in common areas may be removed and discarded at the owner's expense. No hazardous materials or waste may be stored on any property in Englewood Pointe including both personal and community property. No dumping or otherwise placing of any solvent, oil, soap, hazardous or non-natural substance into any drain or on common areas is permitted.

LV. All unit owners, tenants, or guests may not inflict damage to shared walls. If damage is inflicted, repairs must be made properly and paid for by the owner of the offending unit.

LVI. No activity may be conducted on any lot or common area that is annoying or offensive to other unit owners or tenants.

LVII. A unit owner or tenant is responsible for seeing that his/her guests comply with all Rules & Regulations as well as all Englewood Pointe Covenants. If a unit owner, tenant, or guest or their belongings cause damage to the common areas, the Board may terminate rights of that unit owner or tenant for use of the common areas and may proceed with those remedies including restitution available to the Association according to the Englewood Pointe Covenants.

LVIII. The unit owner shall also be charged any and all costs and expenses incurred by the Association for repair or damage to the common areas caused by or for extra damage to the common areas caused by or for extra maintenance/repair charges incurred by the Association as a result of the violation of these Rules & Regulations or of the Englewood Pointe Covenants.

Seasonal Decorations...

LIX. Any installation of seasonal decorations shall not damage the exterior surfaces of the building. External season decorations done in good taste are permitted; the Board's decision as to "good taste" will be the final decision governing any disputed decorations. Exterior seasonal decorations and hardware for installation shall be installed no more than thirty (30) days prior to the holiday & must be removed no later than thirty (30) days, weather permitting, after close of the holiday. No nails, screws, etc. are permitted to be used on roof surfaces, and all holes made on other surfaces must be filled in and painted with the same color, with the unit owner responsible for any resulting damages.

Security...

LX. Building security is of the utmost importance to all the unit owners and tenants who reside in Englewood Pointe. Safety and security is the individual responsibility of each unit owner and tenant.

- No perishable goods or flammable liquids may be kept in a unit or their garage.
- Please remember to change the batteries in your smoke detectors at the suggested replacement intervals.
- It is highly recommended to lock all doors, especially your patio/deck doors at all times.
- Please remember to keep your garage doors closed, and if the garage door is open, do not leave your garage area unattended.
- Never leave first floor windows open if you are gone from your home.

- As we are a "Neighborhood Watch" community, if any suspicious activities are observed, please notify the Village of Shorewood Police Department. Write down any license numbers you might observe.

Signs...

LXI. No sign, signal, illumination, advertisement, notice, or any other lettering or equipment of any kind shall be exhibited, affixed, painted, or exposed on any window or on any part of any building without prior consent of the Board. Also, no signs or flyers may be posted on or attached to the community's mail receptacles.

LXII. One (1) "For Sale" sign, not exceeding 2' x 2', may be posted in the parkway (between the sidewalk and street) with prior written approval from the Board. Outdoor "Open House" signs are allowed ONLY during the hours when the unit is open to the public and are limited to two (2) days per week. Signs offering a unit "For Rent" are not permitted.

LXIII. No advertising signs of any kind are allowed in the common areas without prior written consent of the Board. Garage sales, lawn sales, rummage sales, etc. are not allowed except as approved and scheduled by the Board; owners will be notified if and when a garage sale date has been scheduled.

LXIV. Outdoor political signs can be erected in a unit's parkway up to two (2) weeks prior to the corresponding election and must be re-moved within one (1) week after said election. Additional information regarding Restrictions of Use and Occupancy can be found in the Englewood Pointe Covenants, Article XVI.

SELLING/LEASING YOUR UNIT

I. A unit owner may sell, gift, or transfer ownership of his/her unit without obtaining prior approval of the Board, provided that it is done in compliance with the Englewood Pointe Covenants and the following rules:

- 1.) A seller must submit a completed "Notification of Sale" Form to the Agent at least ten (10) days prior to the closing date along with a check or money order to the Agent to cover the processing fee. This processing fee is determined by the Agent and may be charged from time to time. Requests beyond this ten (10) notification may incur an additional "Rush Fee" charged by the Agent.
- 2.) All assessments, fines, and fees must be paid in full to the end of the month in which the closing is to take place.
- 3.) The seller must provide the purchaser with a copy of the current Englewood Pointe Covenants, the Association's By-Laws, and the Membership Handbook including the Association's Rules & Regulations.
- 4.) Failure of a tenant to adhere to the Associations Rules & Regulations as well as Restrictions may also result in the termination of a tenant's lease.
- 5.) The Agent's signature must be obtained on the right of First Refusal document.

- 6.) If the antenna, mast, or satellite dish is sold to the new owner of the unit, the new owner must sign the "Waiver of Liability" form.
- 7.) A fee may be necessary for these services. Please contact the Agent for more information.

II. All unit owners who do not reside in a unit owned by them must provide the Board with their permanent residence address and phone number as well as where they can be reached in an emergency both at home and work. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information shall be assessed to that Unit Owner as a common expense. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Board shall not be liable for any loss, damage, injury, or prejudice to the rights of said unit owner caused by and delays in receiving notice resulting there from.

III. Individual units may be leased under the following conditions:

- 1.) No unit owner may lease less than an entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of no less than six (6) months.
- 2.) Every unit owner intending to lease a unit shall submit a written request for permission to lease the unit.
- 3.) Every lease shall be in writing and subject in all respects to the provisions of the Kipling Estates and Englewood Pointe Covenants, By-Laws, and Rules & Regulations of the Association.
- 4.) A copy of the lease must be filed with the Board along with a written lease rider that states that the tenant will adhere to all the Rules & Regulations of the Association. Breach of Rules & Regulations by tenants will result in fines imposed on the owner of the unit.
- 5.) Each unit owner shall be responsible for providing his/her tenant with copies of the Englewood Pointe Covenants, By- Laws, and Membership Handbook including Rules & Regulations.

ENFORCEMENT PROCEDURES

I. Any complaint which alleges a violation of the Englewood Pointe Covenants, By-Laws, or Rules & Regulations shall be made preferably in writing using the "Witness Statement" Form or, in lieu of this, at least contain the identical information set forth in the "Witness Statement" Form.

II. If a unit owner, tenant, or their guests violate or is otherwise liable for a violation of any of the provisions of the Englewood Pointe Covenants, By-Laws, or Rules & Regulations, the following shall occur:

- First Violation: The unit owner shall be notified in writing by the Agent or an appropriate member of the Board.
- Second Violation: A twenty-five dollar (\$25.00) fine. If not corrected within ten (10) days, this is considered a third violation.

- Third Violation: A fifty-dollar (\$50.00) fine. Fines of a continuing nature will be fined twenty-five dollars (\$25.00) PER DAY for seven (7) consecutive days thereafter until the violation is corrected or, if necessary, legal action.

III. Upon further or continuing violations by a unit owner, the matter may be forwarded to the Association's attorneys for appropriate legal action. All legal costs incurred by the Association in these matters will be charged back to the violating owner.

IV. Notices are deemed made when deposited in the Certified Mail, no signature required, to the unit owner at the unit address or to any other such address as the unit owner shall have previously filed with the Board.

V. If any unit owner feels that they have been wrongfully or unjustly charged with a violation, the unit owner may proceed as follows:

- 1.) Within ten (10) days after the unit owner has been notified of a violation, the unit owner shall submit, in writing, a protest to the Board in care of the Agent, stating the reasons the unit owner feels he/she has not committed said violation.
- 2.) Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed. If a protest has been filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after receipt of the written protest.
- 3.) At the hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation. After a full hearing, the Board shall render its decision regarding the alleged violation; the decision of the Board shall be final and binding on the unit owner.

VI. Payment of charges made under this policy shall not become due and owing until the Board has completed its investigation and determination. However, the Board may pursue other legal or equitable remedies during this time. Notice of the Board's decision shall then be made.

Please be advised that the Englewood Pointe Townhomes-Condominiums Home Owners Association may, with proper notice to the unit owners, amend, revise, update, or add to these enclosed Rules and Regulations at any time and from time to time as the needs of the Association change, and in keeping with any changes or additions to the Condominium Association Laws at the State of Illinois. These Rules and Regulations supersede all Rules and Regulations previously adopted by the Englewood Pointe Townhomes-Condominium Home Owners Association.

USEFUL PHONE NUMBERS

Police Dept.: Non-Emergency... 725-4636
Emergency... 911

Fire Dept.: Non-Emergency... 725-2149
Emergency... 911

Shorewood Village Hall... 725-2150
Post Office (serving Shorewood)... 773-1060
Kipling Estates Clubhouse... 725-9922
Waste Management... 478-3000
Chamber of Commerce... 705-2900
Shorewood/Troy Public Library... 725-1715
Commonwealth Edison... 1-800-334-7661
NICOR... 1-888-642-6748
J.U.L.I.E.... 1-800-892-0123
Area Hospitals:
 Provena St. Joseph's 725-7133
 Silver Cross... 740-1460