

# 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](http://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, mortgagee, 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 (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 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 wasted 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 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 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*

1<sup>st</sup> 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)

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

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

4<sup>th</sup> offence – 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> 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.

## **Kipling Townes**

### **KIPLING TOWNES CONDOMINIUM ASSOCIATION COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

7.1 The Property shall be occupied and used as follows:

- (a) Each Unit (or any two or more adjoining Units used together) shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford

ingress and egress to and from such adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements serving the Units, which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law.

(d) In order to enhance the sound conditioning of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

(e) No animals shall be raised, bred or kept in any Unit or the Common Elements, except for dogs and cats (but not more than two (2) animals per Unit and no animal shall weigh more than fifty (50) pounds, small birds and fish of a Unit Owner, provided said animals are of a breed or variety commonly kept as household pets, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal bred or kept in such Unit Owner's or Occupant's' respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

(f) No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

(g) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. Outdoor furniture and barbecue equipment may be kept on balconies and patios. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit.

(h) No Unit Owner shall place any structure including but not limited to, storage shed, fence, play structure, swimming pool, satellite dish, (subject to applicable federal rules and regulations) tree house or other improvements upon the Common Elements.

(i) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance specifically designed for such use, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accord with the Board's direction. No owner of a Unit, except as provided below, shall display, hang, store or use any sign outside his Unit, or which may be visible from the outside of his Unit, without the prior written permission of the Board, except for a "For Sale" sign displayed in a window. The type and style of screen door shall be subject to Board specifications.

(j) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any outdoor parking area, balcony, or area constituting part of the Common Elements, except as otherwise provided herein. No recreational or camping vehicles or boats shall be parked or kept on the Property except in covered garages with the garage doors closed. No commercial vehicles shall be parked on the Property overnight except in covered parking areas with the door closed. No unlicensed or inoperative vehicles shall be kept on the Property.

(k) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted in any Unit.

(1) The Unit restrictions in paragraph (a) and (k) of this Section 7.1 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence there from; or (iv) conducting such professional business that is not illegal, violate Village ordinances, does not increase traffic volume, require signage or create additional noise or disruption. Such uses are expressly declared customarily

incident to the principal resident use and not in violation of paragraphs (a) and (k) of this Section 7.01.

(m) The right is reserved by the Declarant and Developer or its agents to place and maintain on the Property all models, sales offices, advertising signs and banners and indoor and outdoor lighting in connection therewith at such locations and in such forms as shall be determined by the Declarant or Developer or its agents and the Declarant or Developer or its agents and prospective purchasers and lessees of any Unit from the Declarant are hereby granted the right of ingress and egress in and through the Common Elements for such Unit sale or leasing purposes. The Declarant or Developer or agents further reserve the right to use Units in which it still holds legal title or an equitable interest for temporary storage, office and related purposes. The Declarant shall have the right, as a Unit Owner, to lease one or more of such Units, subject to the terms and provisions of the Declaration. This paragraph cannot be amended or deleted without the consent of Developer so long as Declarant or Developer holds legal title to any Unit.

(n) Trash, garbage and other waste shall be kept only in sanitary containers inside the Unit Parking Space, and such containers shall be brought to the central area serving a Unit and shall be disposed of in a clean and emptying, the containers shall promptly be returned to said Unit Parking Space.

(o) The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed in connection with a Unit. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed by this paragraph. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations or bylaws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this paragraph or of any other provision of this Declaration concerning Unit leasing.

(p) This Declaration is subservient to the ordinances and regulations enacted and promulgated by the Village.

(q) Notwithstanding anything to the contrary contained herein, a portion of each Unit, the Unit Parking Space, has been set aside and designed for the parking of two (2) vehicles. Such use shall not be deemed in violation of any provision of this Declaration. In addition, two (2) vehicles may be parked on the driveway apron adjacent to a Unit.