

**BROWNSTONE HOMEOWNERS ASSOCIATION**  
**RULES AND REGULATIONS**  
*August 2007*

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## **Introduction**

The following Rules and Regulations flow from the Declaration of Covenants and Bylaws. It is not the intent of these Rules and Regulations to be a substitute for the Declarations and By-Laws or to restate all requirements included therein. Homeowners should pay particular attention to Section 8 of the Brownstone Homeowners Association Declarations entitled "Restrictions" which will be enforced in the same manner as those areas clarified in this document but which may not be specifically listed below. (See Exhibit VI for a reprint of ARTICLE VIII of the Association Declarations).

To the extent that the provisions of applicable law (federal, state or local) the Brownstone Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall take precedence, followed by the provisions of the Declarations and By-Laws, and then the Rules and Regulations.

These Rules and Regulations are binding on all Homeowners, residents, their families, guests, invitees and agents. The Homeowner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and/or damages caused.

The provisions of these Rules and Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the Association members of a pending change and allowing for public comment at a meeting.

Each homeowner has the responsibility to respect the rights and privacy of their neighbors, keep their property maintained, assessments paid, homeowner insurance in force, pets controlled, noise levels reasonable and vehicles appropriately parked and maintained.

The Association has the responsibility to communicate with unit owners, and comply with the Association Declaration in the maintenance of the exterior of the homes and property as well as to enforce the Declarations and Bylaws to maintain a quality life style for all residents and property values.

These Rules and Regulations have been adopted with the intent of providing the residents of Brownstone Homeowners Association (BHOA) with a practical understanding of responsibilities and consequences to living in this development. Living in a townhome community necessarily places us in close quarters to our neighbors. While it provides us many opportunities to make friends with our "wall mates" it also requires a more careful consideration of how our behavior affects our neighbors and the community as a whole. These Rules and Regulations aim at keeping the neighborhood a friendly and valued experience.

The Board is not a police department and in order to effectively implement Rules and Regulations, cooperation of all of the residents is required. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Board.

# RULES

## **1. Additions or Alteration to Exteriors or Property (DECS: 8.12 and 8.19)**

No changes or improvements may be made to the exterior of any building, deck, patio or stoop without prior written consent of the Board. This includes but is not limited to painting, awning installation, door staining, replacement of fixtures, landscaping, etc. Requests must be submitted in writing using the Additions and Alterations form. See Exhibit I for the Additions and Alterations request form.

**Non-compliance:** See Violation Process Item 1 Fines.

## **2. Assessments (DECS: 6.01, 6.06. BYLAWS: ARTICLE III)**

### 2.1 Due Dates and Penalties

Payments for monthly dues and assessments are due on the first of the month. Any assessment which is not paid when due shall be delinquent. If monthly dues are not paid within fifteen (15) days of the due date, a late fee of \$25 will be charged. If a special assessment is not paid within fifteen (15) days of the due date, penalties will be charged as determined by the board and noted in the Special Assessment motion. Consistent with the Declarations, these will include monthly interest and/or late fees.

### 2.2 Referral to Attorney

Sixty days after the assessment is due and remains unpaid, a delinquent Owner shall be sent a thirty-day payment demand notice from the Association lawyer. At this time, associated attorney fees shall be added to the balance due from the delinquent Owner.

### 2.3 Lien Due to Non-Payment

In the event of non-payment from the Owner after the afore-stated thirty-day period (ninety (90) days or later from the due date), the Association attorney will prepare and file a lien against the Owner's property at the Recorder of Deeds of Kane County and proceed with collection. Once the lien is satisfied it is the property Owner's responsibility to request a release of lien from the Association attorney and record same at the Recorder of Deeds of Kane County.

### 2.4 Insufficient Funds

Any Owner who submits a check that is returned by the bank for insufficient funds will be charged a fee of \$30.00 plus any costs charged to the Association by the bank.

**Non-compliance:** See above.

## **3. Damage to Property (DECS: 7.06)**

3.1 In the event conduct of a unit owner, family member, resident, pet or guest has resulted in damage to any building exterior, plantings or property, the unit owner will be given a notice of violation to correct the damage. If the damage has not been corrected per terms noted in the violation letter, the Association will proceed to have the damage corrected, and the unit owner will be assessed for the full cost of labor and materials required plus up to an additional 10% of the cost as a penalty for not completing the work on a timely basis themselves.

3.2 Use of chemical de-icing products that may damage plantings or hardscape is prohibited.

**Non-compliance:** See Violation Process Item 1 Fines and additional penalties as noted above.

#### **4. Insurance (DECS: 7.02)**

4.1 Each homeowner must maintain homeowners insurance on their unit in accordance with Section 7.02 of the Association Bylaws.

**Non-compliance:** Failure of the property owner to add the Association as an Additional Insured and provide evidence of insurance within 10 days of purchasing a unit or cancellation of an existing policy will result in a violation notification. If evidence is not provided within the terms of a violation notice an initial fine of \$50 will be levied with a per diem charge of \$5 added to the fine until proof of insurance is provided to the Association.

#### **5. Change of Ownership, Address and Property sale and seller/buyer responsibility (DECS: 10.05, BYLAWS: ARTICLE II)**

5.1 Association notification by seller.

An owner whose home is under a sales contract must notify the Association of the expected closing date at least 10 days prior to closing. Use the "Notification of Sale" form shown in Exhibit II. All assessments must be paid prior to closing.

5.2 Change of Ownership or Contact Information

The Association must be immediately notified of any change of ownership resulting from a legal event causing change in title. Any contact information change is also required; for example: any phone numbers, PO Box, name change, e-mail, etc. Notification can be sent with the monthly assessment payment, faxed, or e-mailed to the property manager.

5.3 New Owners

New owners are required to notify the Association of contact information within 5 days of closing. Please see Exhibit III for the "New Buyer Information" form.

**Non-compliance:** See Violation Process Item 1 Fines.

#### **6. Flags (DECS: 8.26)**

6.1 A maximum of two flag mounting brackets may be installed per unit affixed to the building and/or deck. Poles may be no longer than 6 feet. Under no circumstances may a pole be installed in the ground. Proper United States flag etiquette, as defined in the United States Flag Code adopted by the US Congress, must be observed by the Homeowners.

**Non-compliance:** See Violation Process Item 1 Fines.

#### **7. Garbage and Recycling (DECS: 8.08)**

7.1 Unit owners must comply with all city requirements for placing garbage at the curb including types of receptacle and acceptable times for receptacles to be placed at the curb. Garbage and trash must be enclosed in cans or tightly sealed plastic bags in compliance with city requirements. Homeowners are responsible for cleaning up any trash or recycling materials which were not removed by garbage pick up, whether due to scattering of trash or non-compliance with trash and recycling guidelines.

7.2 Garbage may be placed at the curb the night before Garbage pick up no earlier than 7PM. Receptacles must be removed from the curb by 9PM the day of garbage pick up. In no case may garbage receptacles be stored outside of a unit on other than the day of garbage pickup.

7.3 Recycling bins are by their nature open containers. Homeowners must secure any loose recycling material in a fashion such that it stays in the recycling bin.

7.4 If holidays, such as New Years, July 4<sup>th</sup>, or Christmas, fall on one of the two days prior to or on the normal Wednesday pick-up day then trash pick-up will be Thursday. Memorial Day and Labor Day week will have pick up on Thursday.

**Non-compliance:** See Violation Process Item 1 Fines.

## **8. Holiday Decorations (DECS: 8.06, 8.11)**

8.1 Holiday Decorations should not be installed any earlier than 30 days before and should be removed no later than 15 days after the holiday.

Decorations must not:

- Obscure units address.
- Interfere with Association maintenance obligations
- Cause damage to any property including the exterior of the building.
- Be installed anywhere but the owners privately deeded property.

Homeowners will be responsible for repairing damage caused from installation of decorations. The Association will not be responsible for damage to decorations in the course of normal maintenance.

**Non-compliance:** See Violation Process Item 1 Fines.

## **9. Landscaping (DECS: 5.01, 8.19)**

9.1 No planting, hardscape installation or changes to existing plantings are allowed on any property without board approval, except for annuals. Submit an Additions and Alterations (Exhibit I) form for any landscaping requests.

9.2 Landscaping Guidelines can be found in Exhibit V for definitions and delineation of Association and Homeowner Responsibility.

**Non-compliance:** See Violation Process Item 1 Fines.

## **10. Noise, Nuisance, and Unsightliness (DECS: 8.06, 8.11, and 8.13)**

### 10.1 Noise

It shall be against the rules for any person or pet to make, continue, or cause to be made any loud, unnecessary or unusual noise that disturbs others in the Brownstone Homeowners Association development.

### 10.2 Nuisance or Unsightliness

Each owner shall be responsible to keep the property in a clean and tidy condition. Nothing may be stored on any part of the property that will cause it to appear to be in an unclean or untidy condition; Nor shall any substance, thing, or material be kept on the property that will emit foul or obnoxious odors or other conditions that might disturb the peace, quiet, safety, comfort or serenity of the occupants of the Brownstones.

**Non-compliance:** See Violation Process Item 1 Fines.

## **11. Vehicles (DECS: 8.17)**

11.1 No residents shall park in the indented parking areas reserved for guests. Declaration section 8.17 states: "Parking areas and driveways shall be used for parking operable motor vehicles, excluding motor homes, campers, trailers, commercial vehicles, snowmobiles, boats or for any other

purposes. The Board may authorize short-term exceptions for such vehicles; otherwise those in violation of this provision shall be towed away and any such towing charge shall become a lien upon the Unit of the owner of the vehicle in the same manner as in Article VI hereof for non-payment of maintenance assessments. If an owner shall have more than two (2) vehicles, that owner shall park at least one (1) vehicle in the garage (and the garage door must be closed) and park the other vehicles in the driveway. All other parking spaces shall be reserved for guests.”

11.2 Commercial vehicles, as listed in Declaration Section 8.17 as one type of restricted vehicle, shall be defined as vehicles with goods, wares, merchandise or equipment carried on the outside of the vehicle and any vehicle displaying commercial advertising on the body thereof.

All restricted vehicles must be parked inside a garage with the garage door closed. Other service or commercial vehicles may be parked on the property only for the period of time needed to provide such commercial service to a resident or the association.

**Non-compliance:** A first violation for a homeowner will result in a violation notice and \$25 fine with \$5 per diem after receipt of the notice. After 3 days of receipt of notice the vehicle will be towed. The per diem fine will then cease, but the cost of towing will be assessed to the homeowner. A second offense is subject to an automatic \$50 fine and \$10 per diem until compliance for up to 3 days, at which point the vehicle will be towed. After two violations, each subsequent violation is subject to a \$100 fine and towing.

Note: All street parking must adhere to city code. The streets and parking areas in the development are public and as such governed by city code which can be found online as [www.ci.st-charles.il.us](http://www.ci.st-charles.il.us), Title 10. City code violations may be reported to the city by any resident. This includes, but is not limited to, parking for more than 24 hours, parking too close to corners, or obstructing egress to driveways.

## **12. Pets (DECS: 8.07)**

12.1 Pet runs or pens are not allowed on common property.

12.2 Homeowners are required to pick up and properly dispose of their pet waste and to restrict pets from damaging any property.

**Non-compliance:** See Violation Process Item 1 Fines.

## **13. Signs (DECS: 8.06)**

13.1 No signs are allowed except for one “For Sale” sign as stated in section 8.06 of the Association.

**Non-compliance:** See Violation Process Item 1 Fines.

## **14. Satellite Dish Installation (DECS: 5.01, 8.10)**

14.1 Any owner interested in installing a satellite dish one meter or less in diameter should follow the Association’s rules as stated in this section. Satellite dishes greater than one (1) meter in diameter are prohibited.

14.2 Satellite dishes may only be installed on portions of property within the Owner’s exclusive use or control, and specifically, an Owner must install a satellite dish upon one of three designated locations on the unit. A) Upon the deck if a rear install. B) Above the large garage door if a front

install or C) As close to the small garage door if a side install. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Areas without the prior written consent of the Board.

14.3 To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

14.4 In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.

14.5 Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

14.6 The unit owner shall at all times keep the satellite dish in good repair. Failure to do so, after five (5) days notice from the Board, may result in the removal of the dish.

14.7 The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.

14.8 The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.

14.9 Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

14.10 All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

## **Violation Processes**

The best approach when violations occur is to speak to your neighbor directly in a friendly manner. However, in some cases only a written complaint will suffice. A complaint form should be sent to the Association Property Manager. See Exhibit IV for the complaint form.

### **1. Fines**

Unless otherwise specified in the rule the general process is as follows: One warning sent for correction of the violation which if not rectified within the terms of the violation letter will then result in a \$25.00 fine for the violation, provided the Owner has not been fined for the same violation within the last calendar year. If the owner has been fined for the same violation within the last year, the fine will be \$50.00. In the event a homeowner pays the fine but remains in violation a \$5 per diem assessment will be in affect until the violation has been remedied. Should the violator fail to remedy the violation within the terms of the violation letter the Association may assess any unit owner with an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner at the time they are incurred.

### **2. Hearing**

A homeowner may request a hearing with the Board within the time stated in the violation letter.

### **3. Failure to Pay Charges**

Any unit owner failing to pay any other charges imposed within thirty (30) days of notification that such charges are due, shall be subject to all of the legal or equitable remedies available for collection. All charges imposed shall be added to the unit owner's account and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.

### **4. Warning Notices**

Notices are deemed served either:

By personal delivery; or

By regular mail following two (2) days after deposit in the United States Mail and in the case of certified/registered mail, return receipt requested, postage prepaid, to the unit owner at the unit address, or to such other address that the unit owner previously filed with the Board. For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.

### Other Remedies

The Board is not limited to these remedies and may in addition take such other action provided at law, or in the Declaration and By-Laws to prevent, abate or eliminate violations of the Rules and Regulations of the Association.

**This form must be submitted PRIOR to making any addition/alteration to the exterior of your home. Failure to comply may result in fines.**

**BROWNSTONE HOMEOWNERS ASSOCIATION  
Additions & Alterations Application**

Homeowner: \_\_\_\_\_ Date: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_ Alt. Phone (work or cell): \_\_\_\_\_

Description of Improvement

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Color: \_\_\_\_\_ Material: \_\_\_\_\_

Dimensions : \_\_\_\_\_ Supplier: \_\_\_\_\_

Approximate Cost: \_\_\_\_\_ J.U.L.I.E. Dig #: \_\_\_\_\_

**NOTE:**

PLEASE BE SURE THIS ADDTION/ALTERATION CONFORMS TO ANY REQUIREMENTS SET FORTH BY THE CITY OF SAINT CHARLES, KANE COUNTY, STATE ETC. AND THAT ANY NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO INSTALLATION. A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION TO SHOW THE LOCATION AND DIMENSION RELATIVE TO EXISTING STRUCTURES. WORK MUST BEGIN WITHIN 60 DAYS OF APPROVAL DATE AFTER WHICH RE-SUBMISSION OF THIS FORM WILL BE REQUIRED.

**AS OF THE APPROVAL DATE OF THIS ADDITION OR ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE ALTERED AREA AND WILL MAINTAIN IT IN A SAFE AND PRESENTABLE CONDITION.**

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

.....

FOR APPROVAL FAX OR MAIL TO:  
Brownstone Homeowners Association  
P.O. Box 6193, Bloomingdale, IL 60108  
(630)351-5600  
(630)924-7878 fax

For Internal Use Only

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

Date Approved: \_\_\_\_\_ By: \_\_\_\_\_



### NOTIFICATION OF SALE

Seller must submit this completed form 10 days prior to the closing date. The processing fee is \$ 50.00.

Date: \_\_\_\_\_Property Address: \_\_\_\_\_

**SELLER:**

**Name(s)** \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**BUYER:**

**Names(s)** \_\_\_\_\_

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

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

Please return to:  
Brownstone Homeowners Assoc. Inc.  
PO Box 6193  
Bloomington, IL. 60108  
FAX: 630-924-7878  
e-mail: brownstonehoa@yahoo.com

## Buyer Information Form

Welcome to the Brownstone Homeowners Association. We have a wonderful, active community and hope you will soon feel at home. In order to make the transition easier for all parties, we ask you to provide the following information. Please return to us at PO Box 6193, Bloomingdale, IL. 60108 or by fax at 630-924-7878 as soon as possible but at least within 5 days of closing.

### I: Contact Information

Name \_\_\_\_\_

Unit Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Email address \_\_\_\_\_

Are you willing to receive official Association notices by email? \_\_\_\_\_

If you replied yes to the above, please provide the email address you would like notices sent to

\_\_\_\_\_

### II. Confirmation of Receipt of Association Declarations and Bylaws

I hereby attest I have received a copy of the Brownstone Declarations and Bylaws

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

### III. Homeowners Insurance Requirement

Our Association Declaration, Article VII Section 7.02, requires homeowners to obtain full property and liability insurance on their unit. This section also requires Homeowners to name the Association as an additional insured. Please notify your insurance agent to add the Association, as an additional insured, in the following manner: Brownstone Homeowners Association, Inc., PO 6193, Bloomingdale, IL 60108. Note: You will be subject to fines if this requirement is not met within 10 days of closing on the property.

Thank You,

The Brownstone Homeowners Association

**WITNESS VIOLATION COMPLAINT**

**WITNESS:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**ANY ADDITIONAL WITNESS:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**ALLEGED VIOLATOR:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

SECTION OF DECLARATION, BY-LAWS OR RULES AND REGULATIONS VIOLATED: \_\_\_\_\_

WITNESS' OBSERVATIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**Please send this form to:**

Brownstone Homeowners Association, PO Box 6193, Bloomingdale, IL. 60108  
Or Fax to: 630-924-7878

## EXHIBIT V – LANDSCAPING GUIDELINES

### A. Association Responsibilities

1. It is the Associations responsibility to maintain all landscaped areas of the development
2. Maintenance includes grass cutting, pruning of the bushes and mulching
3. Weeding is done in all planting beds as necessary
4. Lawn areas will be fertilized three times per season
5. Brick paver driveways are sprayed for weed control
6. The Association is responsible for watering all lawn areas (private and common) and planting beds on common areas only, with the exception of the common planting beds between the driveways in the rear of the Fieldstone units and the common planting beds behind the patio walls of the Keystone units.

### B. Homeowner Responsibilities

1. The watering of private area planting beds and the common area planting beds, mentioned in A.6. above, is a homeowners responsibility
2. Weed control on brick paver patios is a homeowners responsibility
3. If any Homeowner prefers to maintain any private planting beds themselves, they may place a red reflector in the bed. This reflector tells the landscapers not to touch this area. However, should these areas become unsightly and unkempt, the Association retains the right to remove the reflector and resume the responsibility of maintenance.

### Landscape Improvements

- A. Annuals – Plants that live only one season may be planted by homeowners on their private property without prior approval.
- B. Perennials – Plants that live more than one season – Homeowners wishing to plant perennials on their private property must first complete an Additions and Alterations form (copy in the back of this booklet) and submit it to the Association for approval prior to installation.
- C. It is the responsibility of the Homeowner to maintain the plantings he or she installed on their private property. In the event these plants over run the property, become unsightly or unkempt, or interfere with building or grounds maintenance, the Homeowner will be asked to remove them. Failure to comply will force the Association to remove them and bill the Homeowner accordingly for the work done.
- D. Shrubs and/or Trees – Homeowners wishing to install new shrubs or trees, or replace existing shrubs or trees on their private property must first complete an Additions and Alterations form (copy in the back of this booklet) and submit it to the Association for approval prior to installation

## EXHIBIT VI – ARTICLE VIII of the Association Declarations

**SECTION 8.01.** All buildings and structures constructed on the property shall be of new construction.

**SECTION 8.02.** Each Unit conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

**SECTION 8.03.** The Units shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof and no resident's use of a Unit shall endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except as provided in Section 4.01(b) herein and provided further, that the Unit restrictions contained in this Section shall not be construed in such a manner as to prohibit an Owner from (1) maintaining their personal professional library therein; (2) keeping their personal, business or professional records or accounts therein; (3) handling their personal business or professional telephone calls or correspondence therefrom; or (4) conducting incidental commercial activities such as giving piano lessons. Each Unit shall be used only in compliance with all governmental laws and ordinances.

**SECTION 8.04.** No building other than Units originally constructed by Declarant or its contractors or assigns shall be constructed on each Unit or Lot.

**SECTION 8.05.** No structure of a temporary character, including, but not limited to a trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.

**SECTION 8.06.** No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on a Unit except that a single "For Sale" sign for the advertising of a Unit for sale may be posted inside the Unit behind a window.

**SECTION 8.07.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit, except dogs, cats or other common household pets (not to exceed a total of two (2) pets per Unit) subject to reasonable rules and regulations established by the Board from time to time; provided, however, that they are not kept, bred or maintained for any commercial purpose. Dogs must be attended by their Owner and restrained by a leash at all times. Owners are responsible for removing all animal waste generated by their pets.

**SECTION 8.08.** All rubbish, trash or garbage, including trash containers, shall be kept in the interior of the Units so as not to be seen from neighboring Units and streets, and shall be regularly removed from the Property, and shall be not allowed to accumulate thereon.

**SECTION 8.09.** Drying of clothes shall be confined to the interior of the Units.

**SECTION 8.10.** No antennas of any kind or any satellite dish that is greater than one meter in diameter may be attached or mounted to any portion of the Property unless it is done within the Owner's dwelling on their Lot or indoors in an area which serves only the Owner's Unit. A satellite dish that is one meter or less in diameter may be attached or mounted only on and within portions of the Property owned by the Owner or on and within portions of the Property which such Owner has the exclusive right to use. All wires must be encased in molding which matches the color of the building, or buried underground. The Owner must restore the Property to its original condition upon removal of the dish.

**SECTION 8.11.** An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties or their Owners.

**SECTION 8.12.** There shall be no change in any exterior color of any Unit. All drapes or shades shall have a white back visible from the front exterior of any building. No modification to any exterior of a Unit shall be made without the approval of the Association. Each Unit Owner must repair/replace broken or cracked windows and glass in their respective unit.

**SECTION 8.13.** No nuisance, odors or offensive activity shall be conducted on the Property nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to other Owners.

**SECTION 8.14.** Each Unit is subject to an easement to and in favor of the Association and each and all of its employees, agents, and instrumentalities shall be authorized to go upon such Unit for the purpose of carrying out any and all of the obligations and functions with respect to such Unit as are herein imposed or permitted.

**SECTION 8.15.** The Owner of each Unit shall from time to time grant such additional easements and rights over, across, on, under and upon their Unit as may be reasonably necessary in connection with the supply of any of the utilities described in Section 4.12 hereof to any part of the Property.

**SECTION 8.16.** The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area and Limited Common Area and the use of the Units as the Board, in its sole discretion, deems appropriate or necessary.

**SECTION 8.17.** Parking areas and driveways shall be used for parking operable motor vehicles, excluding motor homes, campers, trailers, commercial vehicles, snowmobiles, boats or for any other purposes. The Board may authorize short-term exceptions for such vehicles; otherwise those in violation of this provision shall be towed away and any such towing charge shall become a lien upon the Unit of the owner of the vehicle in the same manner as in Article VI hereof for non-payment of maintenance assessments. If any Owner shall have more than two (2) vehicles, that Owner shall park at least one (1) vehicle in the garage (and the garage door must be closed) and park the other vehicles in the driveway. All other parking spaces shall be reserved for guests.

**SECTION 8.18** Each Unit, the Common Area the Limited Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Unit to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Unit, including roof structures which overhang and encroach upon the servient Unit or Common Area, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The Owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement provided; however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the Owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not conditioned upon prior knowledge of the Owner of the servient tenement. The Owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the Owner of the dominant tenement granted by this Section 8.18. Any such improvement, material or obstacle shall be promptly removed by the Owner of the servient tenement at the Owner's expense when requested by the Owner of the dominant tenement or Association notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

**SECTION 8.19.** No building, fence, deck, patio, wall, sign, awning, canopy or other structure or landscaping shall be commenced, erected or maintained upon the Property except such as are installed or approved by the Declarant or the Association in connection with the initial construction of the Units upon the Property, nor shall any exterior addition to or change or alteration or in the event of a casualty loss, any restoration made to the exterior portion of any Unit, therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association, the Board or by an architectural committee of three (3) or more persons appointed by the Board. In the event the Board, or its architectural committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section 8.19 will be deemed to have been fully complied with. The Board or its architectural committee shall, in addition, have the right to approve the general contractor responsible for performing the work in connection with the restoration of the exterior portion of any Unit in the same manner as approval of plans and specifications is obtained.

**SECTION 8.20.** Each Unit shall be occupied as a residence in compliance with all restrictions contained herein and the Bylaws.

**SECTION 8.21.** The rental, leasing or subleasing of a Unit is prohibited, except as hereinafter provided:

(1) Those Units that are leased on the effective date of this Amended and Restated Declaration may be leased until the expiration of the lease in effect at that time. Upon the expiration of the current lease, the Owner must either take possession of the Unit, maintain the Unit as a vacant Unit, or sell the Unit, subject to the provisions below.

A copy of all current leases must be on file with the Board of Managers no later than fourteen days after the effective date of this Amendment.

(2) Occupancy of a Unit by a Family Member(s) of an Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. "Family Member" shall be defined as a parent, grandparent, child, sibling, spouse or domestic partner of the Owner.

(3) Hardship. If a Unit is vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by an Owner for reasons beyond their control, the Owner may apply for a one year hardship waiver in the following manner:

(a) The Owner must submit a request in writing to the Board requesting a one year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(b) If, based on the data supplied to the Board by the Owner, the Board finds that a reasonable hardship exists, the Board may grant a one year waiver which shall not be unreasonably withheld. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board, result in termination of the lease by the Board. All decisions of the Board shall be final.

(c) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(d) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board.

(e) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(4) Any Unit being leased out in violation of this provision or any Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

(5) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(6) Any action brought on behalf of the Association and/or the Board to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(7) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(8) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit for which the Association has been issued an Order of Possession by the Circuit Court of Kane County.

**SECTION 8.21.** Garage sales are not permitted except as approved by the Board.

**SECTION 8.23.** There shall be no obstruction of the Common Area (or buildings or land) nor anything stored in or on the Common Area without prior consent of the Board. This provision does not apply to standard utility providers with respect to easements granted to same. Each Unit Owner shall be obligated to maintain and keep their own Unit in good order.

**SECTION 8.24** Nothing shall be done or kept in any Unit, or in or on the Common Area which will increase the rate of insurance for residential use without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit, or in or on the Common Area which will result in the unusual increase of rates

for or cancellation of insurance on the Building or contents thereof or which would be in violation of any law. No waste shall be committed in the Common Area. No Unit Owner shall overload the electric wiring in the building, or operation 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 unusual machines, appliances, accessories or equipment to the heating or plumbing system without prior written consent of the Board.

**SECTION 8.25** No clothes, sheets, blankets, laundry or any kind of other articles shall be hung or exposed on any part of the Common Area or exterior of the Buildings. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.

**SECTION 8.26** Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of an Owner or on the immediately adjacent exterior of the building in which the Unit of an Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of an Owner or on the immediately adjacent exterior of the building in which the Unit of an Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this Section:

“American flag” means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “American flag” does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

“Military flag” means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “military flag” does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.