

Rolling Knolls **ESTATES**

Home Owner's Association

By-Laws, Covenants & Restrictions
Guidelines

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By-Laws

Article I - Definitions

1.01 Association: Rolling Knolls Estates Association, an Illinois not-for-profit corporation, its successors and assigns.

1.02 Board: Entity that governs and controls the administration and operation of the Property.

1.03 Common area: All real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

1.04 Developer: Bank of Ravenswood under Trustee Agreement dated May 10, 1978 and known as Trust Number 25-3289.

1.05 Lot: Any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Areas.

1.06 Majority or Majority of Owners: Owners of more than fifty percent (50%) in the aggregate Lots.

1.07 Owner: The record owner, whether one or more persons, individuals or entities, of a free-simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

1.08 Person: A natural individual, corporation, trustee or other legal entity capable of holding legal title to real property.

1.09 Property: Certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Article II - Voting of Owners

2.01 a. Voting Rights. Cumulative voting is not permitted. The Association shall have one class of voting membership and each member shall have one (1) vote for each Lot such members own, provided that in no event shall more than one(1) vote be cast with respect to any Lot.

b. Multiple Owners. Where there is more than one Owner of a lot, if only one of the multiple Owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Lot. If more than one of the multiple Owners is present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There shall be presumed to be a majority agreement when any one of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any one of the other Owners of the Lot.

2.02 Meetings of the Association

a. Quorum; Procedure. Unless otherwise required by the Declaration of these By-Laws, the presence in person or by proxy of the Owners having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association at which a quorum is present upon the affirmative vote of the Owners having a Majority of the total votes present at such meeting. However, the affirmative vote of at least two-thirds (2/3) of the total votes of the Owners shall be required for the following:

1. Merger or consolidation of the Association, or
2. Sale, lease, exchange, mortgage, pledge or other disposition or all of substantially all of the property and assets of the Association, or
3. The purchase or sale of land or of Lots on behalf of all Owners.

Any Owner, in writing, may waive notice of a meeting of the Association, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

b. Initial and Annual Meeting. The first Annual Meeting of the Association shall be held upon not less than fifteen (15) days written notice given to the members of the Association. Such date shall occur not less than fifteen (15) days after these By-Laws have been recorded with the Recorder of Deed's office. Thereafter, there shall be an Annual Meeting of the Association on the same day of the same month of each succeeding year, at 7:30 o'clock P.M. on the Property, or at such other reasonable place or time (not more than thirty (30) days before or after such date), as may be designed by written notice of the Board. If the day for the annual meeting of the members is a

Sunday or a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday or a Sunday.

- c. Special Meetings. Special Meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Declaration or these By-Laws require the approval of the Owners, or for any other reasonable purpose. Said meeting may be called by written notice from the President, the Board, or by the Owners having twenty percent (20%) of the total votes.
- d. Proxies. At membership meetings an Owner may vote by proxy executed in writing by the Owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless expressly provided in the proxy. Every proxy must bear the date of execution.
- e. Participation of Contract Purchasers. In the event of a resale of a Lot, the purchaser of the Lot from a seller other than Declarant pursuant to Installment Contract to Purchase, shall during such times as he or she resides in the Lot, be counted towards a quorum for purposes of election of members of the Board of Directors at any meeting of the Owners called for purposes of electing member of the Board, shall have the right to vote for the election of the members of the Board of Directors, to be elected and serve on Board of Directors unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subparagraph "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment of Contracts to Dwelling Structures," approved April 11, 1967 as amended.

2.03 Notices of Meetings. All Owners shall give to the Board, within ten (10) days after closing on their Lots, an address for the purpose of service of such notice. The Board is authorized to impose an assessment, not to exceed fifty dollars (\$50.00) per month, for each month such address is not given to the Board. Notices of meetings required to be given herein shall be made at least ten (10) days but not more than thirty (30) days prior thereto and may be given either personally or by mail to the Owner at the address given by him to the Board for the purpose of service of such notice, or to the Lot if no address has been given to the Board. All such notices shall specify the date, time, place and purpose of the meeting.

Article III - Board of Directors

3.01 Board of Directors; Election; Meetings

- a. Board of Directors. The Association shall be governed by a Board of Directors (the Board) comprised of three (3) persons, or such greater number as may be provided in the By-Laws, elected by the members as provided herein and in the By-Laws. Directors shall be members of the Association. The Board shall maintain and administer the Common Area and certain portions of the Lots and improvements thereon in accordance with the terms and provisions of the Declaration and these By-Laws.
- b. Number and Term. For the purpose of determining the length of their respective terms of office, the member of the Board shall be ranked in the order of the number of votes received. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting three (3) duly qualified Board members shall be elected and shall be ranked in accordance with the respective votes received for the purpose of determining their respective terms of office. All persons elected to the Board shall hold office for a term of two (2) years. Upon the expiration of the terms of office of the Board, members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each, although Board members may run again and succeed themselves in office. A majority of the number of directors constitutes a quorum. The Board, by majority vote, may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members, provided that such number shall not be less than three (3) people and that the term of at least one-third (1/3) but not more than two-thirds (2/3) of the persons on the Board shall expire annually.
- c. Counting of Election Ballots. A candidate for election to the Board of Directors or such candidate's representative shall have the right to be present at the counting of ballots at such election.
- d. Vacancies. The remaining members of the Board may fill a vacancy by death, resignation or removal by a two-thirds (2/3) vote until the next annual meeting of Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the Owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition.
- e. Removal. Any Board member may be removed from office by the affirmative vote of the Owners having at least two-thirds (2/3) of the total votes at any regular or Special Meeting called for that purpose. A successor to fill the unexpired term of a

Board member so removed may be elected by Majority vote of the Owners at the same meeting or any subsequent meeting called for that purpose.

- f. Meetings of the Board. A meeting of the Board shall be held immediately following the Annual Meeting of the Owners and at the same place. Regular meeting of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board. Special Meetings shall require at least thirty-six (36) hours notice to each member of the Board, by telephone, or in writing by personal delivery, by mail or by telegram, except in cases or emergency, where only a good faith attempt to give written notice to each member of the Board shall be required. Any Board member may, in writing, waive notice of a meeting, or consent to the holding of a meeting without notice to him, or consent to any action of the Board without a meeting.
- g. Open Meetings. Meetings of the Board shall be open to any Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court of administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner. Any Owner may record the proceedings at meetings or portions thereof required to be open by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. In addition to notice required to be given to Board member, copies of notices of meeting of the Board of Directors shall be mailed or personally delivered to all Owners at least forty-eight (48) hours prior to the meeting of the Board.
- h. Compensation. Board members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners, but shall be entitled to reimbursement for actual expenses incurred in the performance of their duties.

3.02 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- a. To elect the President, Secretary and Treasurer of the Association as hereinabove provided;
- b. To formulate policies for the administration, management and operation of the Property and the Common Areas thereof;

- c. To provide for maintenance, repair and replacement of the Common Areas and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- d. To engage the services of a manager or managing agent, if needed, who shall manage and operate the Property and the Common Areas thereof for all of the Owners upon such terms and for such compensation and with such authority as the Board may approve;
- e. To dedicate a portion of the Common areas to a public body for use as or in connection with, a street or utility where authorized by Owners holding two-thirds (2/3) of the total votes at a meeting of the Owners duly called for such purpose;
- f. To provide for the designation, hiring and removal of employees and other personnel necessary for the maintenance, repair and replacement of the Common Areas, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, managements and operation of the Property and the Common Areas, and to delegate any such powers to the manager or managing agent, and any such employees or other personnel who may be employees of the managing agent;
- g. To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, and of any other expenses lawfully agreed upon, as herein provided;
- h. To impose charges for late payments of an Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, By-Laws of Rules and Regulations of the Association and, to establish reasonable charge for the costs and expense of preparing statements of account, disclosure statements and other services requested by the Owners;
- i. To make contracts and incur liabilities which may be appropriate to enable the Association to accomplish any or all of its purposes; to borrow money for Association purposes at such rates of interest as the Board may determine; to issue the Association's notes, bonds, and other obligations; and to secure any of the Association's obligations by mortgage, pledge or deed of trust of all or any of its property, franchises and income.
- j. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- k. The Board shall have no authority to forebear the payment of assessments by any Owner; and
- l. To exercise all other powers and duties of the Board, Association or Owners as a group, and all powers and duties of the Board referred to in the Illinois Not-For-Profit Corporation Act, and to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized.

3.03 Duties of the Board of Directors. The Board, for the benefit of the Board, the Association and all Owners, shall provide for:

- a. Casualty Insurance. Insurance for the Common Areas against loss or damage by fire, lightning and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements, or such other insurance as the Board may deem desirable, for the full insurable replacement cost of the Common Areas and the Lots. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by and the proceeds of such insurance shall be payable to, the members of the Board as trustees for each of the Owners.

The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depositary on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Declaration and these By-Laws. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Lots, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Lot so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Common Areas, or shall be otherwise disposed of, in accordance with the provisions of the Declaration, these By-Laws or the rules and regulations.

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto.

If, at any time, any portion of a building within the Association is classified by a governmental body as being within a flood hazard zone, the Association shall obtain flood insurance for such property in an amount necessary to protect the building from flood loss.

- b. Liability Insurance. Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage arising in connection with the

ownership, existence, use or management of the Property in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association, its officers, members of the Board, the Declarant, the manager and managing agent of the Building, if any, their respective employees and agents and all Persons acting as agents, from liability in connection with the Common Areas and the street and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. The Owners shall be included as additional insureds but only with respect to that portion of the Property not reserved for their exclusive use. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties and shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured Persons. The premiums for such insurance shall be Common Expenses.

The Board shall notify insured Persons concerning the cancellation of insurance obtained pursuant to the terms of the subparagraph (b) and subparagraph (a) above.

- c. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws
- d. Wages and Fees for Services. The services of any Person or firm employed by the Board, including, without limitation, the services of a Person or firm to act as manager or as managing agent for the Property, the services of any Person or Persons required for maintenance or operation of the Property, and legal and accounting services necessary or proper in the operation of the Property or the enforcement of the Declaration, these By-Laws or the Rules and Regulations and for the organization, operation and enforcement of the rights of the Association.
- e. Care of Common Areas. Landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair and replacement of the Common Areas.
- f. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien or other encumbrance against the Property or against the Common Areas, rather than merely against the interest therein of any particular Owner, it being understood, however, that the foregoing authority shall not be a limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien or other encumbrances, they shall be jointly and severally liable for the costs and expenses, including attorneys' fees, actually incurred in discharging it, and any costs incurred by the Board by reason of said lien or encumbrance shall be specifically assessed against said Owners and their Lots as part of their Common Expenses.

- g. Capital Additions. The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for any capital additions (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration or these By-Laws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor shall the Board authorize any structural alterations or capital addition to the Common Areas requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without in each case the prior approval of the Owners holding two-thirds (2/3) of the total votes.
- h. Supervision. Supervise all officer, agents and employees of this Association and to see that their duties are properly performed
- i. Assessments. As more fully provided in the Declaration, to:
 - a. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - b. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - c. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law or in equity against the Owner personally obligated to pay the same;
- j. Certificate of Assessment. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- k. Records. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.
- l. Easements. Cause the Common Area and portions of the properties over which it has easements to be maintained; and
- m. Bonding. Cause all officers of employees having fiscal responsibilities to be bonded, as it may deem appropriate.

In the performance of their duties, the officers and members of the Board are required to exercise, whether appointed by the Declarant or elected by the Owners, the care required by a fiduciary of the Owners.

3.03 Rules and Regulations

- a. Rules and Regulations: The Board, may adopt such reasonable Rules and Regulations and amendments thereto as it may deem advisable for the maintenance, conservations and beatification of the Property, and for the health, comfort, safety

and general welfare of the Owners and Occupants of said Property after a meeting of Owners called for the specific purpose of discussing the proposed Rules and Regulations notice of which contains the full text of the proposed Rules and Regulations which conforms to the procedural requirements for the calling of a regular or special meeting of the Association. No quorum is required at this meeting of Owners. However, no Rules or Regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article 1 of the Illinois Constitution. Subsequent to Board action adopting or amending the Rules and Regulations the Board shall give written notice of such Rules and Regulations or amendments thereto to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such Rules and Regulations.

Article IV - Officers and Their Duties

4.01 Enumeration of Officers. The officers of this Association shall be a president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

4.02 Election of Officers. The election shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

4.03 Term. Officers shall be elected annually and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to service, and officers may run again and succeed themselves in office.

4.04 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

4.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.06 Vacancies. A vacancy in any office may be filled by a majority of the remaining members of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.07 Duties. The duties of the officers are as follows:

- a. President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- b. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all paper requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. Unless otherwise designated by the Board, the secretary shall be the officer who shall mail and receive all notices and execute any amendments to the Declaration and/or By-Laws.
- c. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper

books of account; cause an annual audit of the Associations books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Article V - Assessments: Common Expenses

5.01 Remedies for Failure to Pay Assessments: Any installment of any charge, fine, penalty of assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted herein.

If any Owner shall default in the payment of any charge, fine penalty or assessment imposed by the Board as herein provided, or as provided in any portion of the Declaration or Rules and Regulations of the Association, the Board or its agents, shall have the authority, for and on behalf of itself and said Association and as the representative of all other Owners, to exercise and enforce any and all rights and remedies as may be provided in these By-Laws, the Declaration or otherwise available at law or in equity, of the collection of all such unpaid charges or assessments, specifically including the right to take possession of any such Owner's interest in the Property and specifically including the right to maintain, in its own name, for the benefits of all other Owners an action for possession in the manner prescribed in Article IX of the Code of Civil Procedure, as it may be amended from time to time and execute leases of such defaulting Owner's interest in that property and apply the rents derived therefrom against such expenses.

All attorney's fees, costs and expenses actually paid or incurred by the Association for such actions may be assessed or chargeable to such Owner, at the sole option of the Board. In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board or its agents, may bring suit for and on behalf of itself and as representative of all other Owners, to enforce collection thereof or to foreclose the line therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with interest of at least eight percent (8%) or such higher rate as the Board may legally establish, and all attorney's fees actually paid or incurred.

To the extent permitted by any decision of any statute of law not or hereafter effective, the amount of any delinquent and unpaid charges, fines, penalties or assessments, plus interest, costs and fees as herein provided, shall be and become not only a lien or charge running with the land against the Lot Ownership of the Owner involved when payable, but also a part of that Owner's Common Expenses and shall be in favor of the Board for the benefit of all other Owners and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgages against real estate. Said lien shall take effect and be in force provided, however, that a prior Recorded first mortgage or trust deed owner or held by or on behalf of any bank, insurance company, or savings and loan association or other lender shall be subject, as to priority, only to the lien of all Common Expenses on the encumbered Lot which become due and payable subsequent to the date said encumbrancer either takes possession of the Lot, accepts a

conveyance of any interest therein, after a receiver has been appointed in a suit to foreclose such lien or after entry of a judgment of foreclosure of the encumbrancer's lien.

The members of the Board acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at any foreclosure sale, and to acquire and hold, lease mortgage and convey the same.

Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Lot covered by his encumbrance. Any encumbrancer holding a lien on a Lot may pay any unpaid Common Expenses payable with respect to such Lot and upon such Payment such encumbrancer shall have a line on such Lot for the amount paid at the same rank as the lien of his encumbrance. The Board shall have the authority to establish and collect a reasonable fee for providing such a written statement to an encumbrancer, payment of which shall be a condition precedent to its preparation.

5.02 Liability for Payment of Assessments. No Owner may withhold or refuse to pay any amounts, assessments or otherwise, due the Board or Association. Any amount whether a regular monthly assessment, charge or other Common Expense, due to the Board or Association shall be a personal obligation which shall not be extinguished or eliminated by reason of the Owner's sale or leasing of his Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot. Any proof of prior payment by the Owner shall be considered prima facie proof of that Owner's obligation to pay his Common Expenses.

Article VI - Amendments to By-Laws

6.01 These By-Laws may be amended or modified from time to time by the actions or approval of the Owners having at least a majority of the vote of those Owners who are present at a meeting of the Members duly called for such purpose and at which a quorum is present. Similarly, no amendment shall, in any manner or fashion, directly or indirectly modify, amend, diminish or abrogate any rights, benefits, privileges or exemptions conferred upon any first mortgagee without first obtaining the express writing consent of eighty percent (80%) of the first mortgagees, based upon one vote per Lot on which a first mortgagee lien is held. Any such consent by the Declarant or Developer on a first mortgage shall be attached to the amendment prior to Recording. Any amendment to the By-Laws shall become effective upon the Recording of an instrument in writing setting forth the amendment or amendments and containing a certificate by the Secretary setting forth the manner in which such amendment or amendments were adopted.

6.02 Any amendment affecting the use restrictions on the Property shall be applied only to Owners who take title to a Lot subsequent to the date such amendment is Recorded, except for any Owners holding title to a Lot at the time such amendment is Recorded, who give their signed written consent to the immediate applicability of such amendment to them and their Lots.

6.03 If there is an omission or error in these By-Laws, the Association may correct the error or omission by an amendment in such respects as may be required to conform to any applicable statute or to the Declaration by a vote of two-thirds (2/3) of the members of the Board of Directors or by vote of Owners holding a majority of the total votes of the Association at a meeting called for that purpose. If an omission or error in these By-Laws is corrected by vote of two-thirds (2/3) of the members of the Board of Directors pursuant to the authority established in this subsection, the Board upon writing petition by Owners with twenty percent (20%) of the votes of the Association files within thirty (30) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the filing of the petition to consider the Board action. Unless a majority of the votes of the Owners of the Association are cast at the meeting to reject the actions, it is ratified whether or not a quorum is present.

6.04 If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Lot Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

Covenants & Restrictions

Article I - General Declaration

To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article II as “existing properties”, and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

Article II - Definitions

The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

The Properties: shall mean and refer to the Existing Properties and all additions to the Existing Properties subject to this Declaration.

- a. Existing Properties: shall mean and refer to the real estate described in Article III, Section 1, hereof.
- b. Lot: shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.
- c. Owner: shall mean the record owner (whether one or more persons or entities), of the fee simple title to or the contract purchaser for any Lot situated upon the Properties, but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- d. Dwelling Lot: shall mean any Lot intended to improvement with a dwelling.
- e. Dwelling: shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.
- f. Dwelling Accessory Building: shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.
- g. Single Family: shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.
- h. Story: shall mean that portion of a Dwelling included between the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.
- i. Living Area: shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports of Dwelling Accessory Buildings.
- j. Structure: shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate structure.
- k. Committee: shall mean the Architectural Review Committee.

Article III - Existing Properties - Additions Thereto - Mergers

Section 1: Exiting Properties

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Cook County, Illinois, and more particularly described as follows:

Lots 1 to 35 (both inclusive) in Rolling Knolls Estates Unit No. 1 being a Subdivision in Section 16 and Section 17, all in Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Section 2: Additions to Existing Properties

The Developer is the owner of, 30 acres, more or less, including the Existing Properties, comprising a single tract of land in Cook County, Illinois. The beneficiaries of the Developer, its successors and assigns, in accordance with Developer's General Plan of Development, shall have the right to bring within the scheme of this Declaration in future stages of development any part of all of said lands which are not included in the Existing Properties. The additions authorized under this, and Article III, Section 3, shall be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of the Declaration of such property. Any Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. In no event shall any such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing properties in any manner which would substantially alter the scheme of this Declaration.

Section 3: Other Additions

The beneficiaries of the Developer reserves the right to bring within the scheme of the Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III, Section 1 and Section 2, and which now are for hereafter may be owner by Developer and subjected to the scheme of this Declaration.

Article IV - Architectural Review Process

Section 1: Objectives

Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2: The Committee

To achieve the Developer's objectives, the beneficiaries of the Developer shall create the Committee with power to administer this Declaration with regard to approving or disapproving those matters that are expressed herein to be within the jurisdiction of the Committee. The Committee shall consist of not less than three members. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished by the beneficiaries of the Developer. Matters requiring approval of the Committee will be submitted to its Chairman, or another person as the Committee otherwise designates. The function of the Committee shall be transferred to the Committee of Owners at any time by the Developer.

Section 3: Matters Requiring Approval

Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, location and grade, design and proposed location on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the Committee.

Section 4: Procedure

Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within fifteen days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within

fifteen days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee, a reasonable filing fee established by the Committee shall accompany the submission of such plans to defray the expenses, except that so long as the Committee is under beneficiaries of the Developer's control such fee shall not exceed \$50.00.

Section 5: Minimum Criterion for Architectural Review Approval

No Dwelling shall be permitted to be constructed upon the Properties, nor shall the Committee be required to approve any construction which shall fail to comply with the following minimum requirements:

- a. No one-story Dwelling shall be constructed having less than 1800 square feet of living area. No two-story Dwelling shall be constructed having less than 2,600 square feet of living space.
- b. Any Dwelling constructed must have an all-brick, cedar or equivalent exterior. The color of the exterior of any cedar or equivalent Dwelling must receive the approval of the Committee. No Dwelling shall contain on its exterior any aluminum siding, except that aluminum gutters and under hangs shall be permitted.
- c. No two Dwellings shall be constructed upon the Properties that appear to be the same in their front or side elevations. Developer intends that all Dwelling shall be unique to the Properties but will not withhold approval of plans if substantial differences exist in proposed plans where such plans are similar only in general appearance.
- d. Only television antennas shall be permitted and they shall be placed upon the rear of any Dwelling roof. No free-standing tower antennas shall be permitted.
- e. All garages shall be attached to the main Dwelling except that variations shall be permitted by the Committee in cases where certain architectural considerations require a space separation between Dwelling and garage. In such cases, the Committee shall have the right to specify the location of any garage detached from the Dwelling. Any garage shall have a maximum of three (3) car spaces.
- f. Fences constructed of metal, fiberglass or screen shall be prohibited. No solid wood or similar fences shall be permitted upon any lot except surrounding patios. Split-rail fences shall be permitted upon all lots, but approval of the Committee shall be required for approval of construction and location.
- g. Swimming pools, either in or above ground, shall be permitted upon approval of the Committee. The procedure for approval shall be the same as set forth in Article IV, Section 4 above. All swimming pools shall conform to the existing ordinances of Cook County of other governing municipality.
- h. The elevations of all foundations and the location of all Dwelling or Dwelling Accessory Buildings shall be approved by the Committee.

- i. Except as provided in Article VI hereof, architectural plans submitted to the Committee shall be accompanied by a septic design prepared by a licensed professional engineer specified by the Developer. Such septic system shall show the location thereof upon the lot and also the location and technical data relating to the mechanical cavitation device to be incorporated therein.
- j. The Committee shall be charged with the preservation of the existing natural beauty of the Properties during construction. An approval by the Committee may be conditional upon an Owner providing to the Committee plans for the protection and preservation of trees and shrubs that exist upon or are adjacent to an Owner's lot. The Committee may further establish requirements regarding the protection of trees and shrubs during construction upon any lot.

Section 6: Deviations from Covenants and Restrictions

The Committee shall have the power to enter into agreements with the Owner of any lot, without the consent of the Owner of any other lot or adjoining or adjacent property, to deviate from the provisions of the covenants and restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any covenant as to other lots in the Properties.

Article V - General Restrictions

Section 1: Land Use Single Family Residential

Any portion of the Properties designated by Supplemental Declaration “Single Family Residential” use shall be used only as dwelling lots for single family residences and shall be subject to the restrictions set forth in this Article V or as modified or added to by the provision of the Supplemental Declaration thereto. Except as may be otherwise provided in the Supplemental Declaration, no building shall be erected on such lot except one dwelling designed for occupancy by a single family and one dwelling accessory building designed for use in conjunction with said Dwelling as a private garage or servants’ quarters or a combination of both. No Structure may be erected or maintained on any such lot except as shall be approved in writing by the Committee.

Section 2: Quality of Structures

It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials that are compatible with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standard that may be required by the Committee.

Section 3: Location of Structures on the Lot

The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area, and preserving existing features of natural beauty and visual continuity of the area. Therefore, the location of each structure, including driveways and culverts on a lot shall be subject to approval in writing by the Committee, giving consideration to setback lines, if any, on the recorded plat, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

Section 4: Nuisances

No noxious or offensive activity shall be carried on in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other thing or conditions harboring or breeding infectious plan diseases or noxious insects that be introduced or maintained upon any lot.

Section 5: Temporary Structure

No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structures and such temporary structures shall be removed upon completion of construction. The beneficiaries of the Developer shall be allowed to maintain the existing construction and sales trailer until a reasonable time after the sale of all Properties.

Section 6: Completion of Construction

Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the owner's control. No structure shall be deemed completed until installation of approved landscaping.

Section 7: Lot Appearance

No person shall accumulate on his Lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and if outside shall be properly screened. Fuel tanks shall be placed underground or properly shielded.

Section 8: Other Prohibited Matter

Except as otherwise permitted by the Supplemental Declaration, no animals other than unoffensive common domestic household pets such as cats and dogs, shall be kept on any lot. No home occupation or profession shall be conducted on any lot except as may be authorized by the Committee. Habitual parking of commercial vehicles on any lot of parking area adjacent is prohibited. No model home or homes shall be permitted on any lot or lots except by prior written authorization of Developer. Habitual parking on roadways is prohibited.

Section 9: Easements Reserved with Respect to Lots

Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements as follows:

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- a. Utility easements shown on any recorded plat of the Properties, except that if any plat fails to establish easements for such purposes, then a 10-foot side strip running along side lot lines, front lot line and rear lot line of Dwelling Lots is reserved for the installation and maintenance of utility facilities and incidental usage related thereto.
- b. The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement; and any damages caused by user of right to the easement shall be repaired and restored by such user.
- c. No Owner shall have any claim of cause of action, except as herein provided, against Developer, its successors, assigns or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

Article VI - Sanitary Disposal

Section 1: Sanitary Disposal

Except as otherwise provided by Supplemental Declaration, sanitary disposal for each Lot shall be by means of a septic system utilizing a separate cavitation device. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from Cook County Health Department or any other governmental authority having jurisdiction. Any such system as installed shall be subject to inspection and final approval by the approving authority before backfilling. The cost of installation of the system shall be borne by the Owner. Beneficiaries of the Developer reserve the right to specify the professional engineer who shall perform the percolation tests and design the septic system.

Article VII

Section 1: Duration

The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owner of two-thirds of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded one year in advance of the effective date of such changes, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2: Notices

Any notice sent or required to be sent to any Member of Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a Member of Owner on the records of the Association at the time of the mailing.

Section 3: Enforcement

Enforcement of the covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 4: Modification

By recorded Supplemental Declaration, the Developer may modify any of the provisions of the Declaration or any Supplemental Declaration for the purposes of clarification or otherwise, provided no such modification shall change the substantive provisions of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner established by any such document.

Section 5: Severability

Invalidation of any of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

IN WITNESS THEROF, the foregoing instrument has been executed and its corporate seal thereunto affixed, on the day and year first above written by the officer of the undersigned thereunto duly authorized.

Covenants & Restrictions - Supplemental (Rules & Regulations)

Part I - Definitions

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring in the order which follows, to its definition as used either in the Condominium Property Act, the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- a. Declaration: The Declaration of Covenants and Restrictions of Rolling Knolls Estates Homeowner's Association, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24602953, and as amended from time to time thereafter.
- b. By-Laws: The By-Laws of Rolling Knolls Estates Homeowner's Association, and as amended from time to time thereafter.
- c. Property: All the real property against which the Declaration has been recorded, including any improvements thereon.
- d. Act: The Illinois Condominium Property Act, as amended from time to time.
- e. Association: Rolling Knolls Estates Homeowner's Association, an Illinois Not-For-Profit Corporation.
- f. Board – The Board of Directors of the Association.
- g. Rules or Rules and Regulations: The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- h. Common Elements: The Common Elements of the Association as defined in the Act and the Declaration.
- i. Lot: A portion of the Property, which is owned exclusively by an Owner.
- j. Owner: The owner or owners of a Lot, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the Lot to the same extent as if title to the property were held in the name of such person or persons.
- k. Member or Member of the Association: A Lot Owner
- l. Resident: Any person who resides on the Property, including the families of Owners and tenants of Owners and including an Owner if the context so indicates.
- m. Common Expense or Assessment: Any amount which the Board may assess or levy against an Owner, either individually or collectively, including regular monthly assessment, special

assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.

- n. Managing Agent or Manager: The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- o. Permitted Vehicles: Passenger-type automobiles in a fully drivable and operable condition having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.
- p. Emergency Vehicles: Permitted Vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health and welfare of the Owners, Residents and other persons on the Property.
- q. Non-Permitted Vehicles: All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles.
- r. Abandoned Vehicles: Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; and which has not been used or moved for at least seven (7) consecutive days.
- s. Committee: Shall mean the Architectural Review Committee.

Part II - Policies And Procedures Regarding Enforcement

- A. Any complaint, which alleges a violation of the Declaration, By-Laws or Rules and Regulations, shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:
1. The name, address and phone number of the complaining witness.
 2. The Lot Owner's name, address of the Lot where the person or Resident complained of resides.
 3. The specific details or description of the violation, including the date, time and location where the violation occurred.
 4. 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.
 5. The signature and address of the complaining witness and the date on which the complaint is made.

The Association recommends that photographs or tape recording be taken, if possible, to illustrate the nature of the violation. Any such photographs or tapes should be sent with the Witness Statement or forwarded as soon as possible. The name of the person who took the photographs or made the tape and the date on which it was taken or made should be included.

- B. When a complaint is made, pursuant to the above, the Lot Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B (hereafter "Notice of Violation").

In the event the alleged violation is not the first violation by the Lot Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Lot Owner's account, if the Lot Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

- C. If any Lot Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Lot Owner must proceed as follows:
1. Within twenty-one (21) days after the Notice of Violation has been served on the Lot Owner pursuant to the provisions herein, the Lot Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for Hearing form, which is attached to the Notice of Violation, and by returning it to the Association.
 2. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than six (6) weeks after delivery of the written request.
 3. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding on the Lot Owner and the Association.
 4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has completed its determination. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit C.
- D. If no request for a hearing is filed within twenty-one (21) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Lot Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.
- E. If a Lot 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:
1. If found to be guilty of a first violation of a given provision of the Declaration, By-Laws or Rules and Regulations, the Lot Owner shall be notified of the finding by the Association by its Board that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine, after considering factors including but not limited to the length of time the regulation has been in effect, the length of time the violator has resided on the property, whether the violation was committed by the Lot Owner, and if not, the extent of control the Lot Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and

- other appropriate factors. In addition, any legal expenses incurred by the Association of any actual damages repaired at the Association's expense may be imposed.
2. If found to be guilty of a second violation or continuing violation of the same provision of the Declaration, By-Laws or Rules and Regulations, the Lot Owner shall be notified of the finding by the Association of its duly authorized agent. The Lot Owner shall also be assessed a fine.
 3. Where a fine is imposed, it shall be in the amount of One-Hundred Dollars (\$100.00) for single incidents of violation or the sum of Twenty-Five Dollars (\$25.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE SHALL BE DEEMED A SINGLE INCIDENT WITH A FINE IMPOSED EACH DAY THE VIOLATION HAS NOT BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.
 4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Lot Owner to correct any damage or any unauthorized condition on the Property for which the Lot Owner has been found responsible, to pay the costs of any repairs which has previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.
 5. In the event any violation has resulted in damage to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Lot Owner will be given two Notices of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Lot Owner will be assessed for the full cost of labor and materials required.
 6. In addition to the foregoing assessment, and in order to encourage Lot Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Lot Owner, who forces the Association to correct a violation, with an additional administrative charge of One-Hundred Dollars (\$100.00) or five percent (5%) of the cost of labor and materials, whichever is greater.
- F. Any Lot Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Lot Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Lot Owner's account, shall become a special assessment against the Lot and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Lot.
- G. Time is of the essence of this policy. Notices are deemed served either:
1. By personal delivery at the time of delivery; or
 2. By mail following two (2) days after deposit in the United State Mail, provided that the notice has been sent both by regular first class and by certified mail return receipt

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requested, postage prepaid, to the Lot Owner at the Lot address, or to such other address as the Lot Owner shall have previously filed with the Board, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Lots held in trust, the notices may be sent either to the address of the trustee or to such address as had been provided to the Association by the trustee or the beneficial owner of the trust.

- H. The remedies hereunder are not exclusive, and the Board may, in addition take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

Part III - General Rules

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rule and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Lot Owners, Residents, their families and their guests. Exceptions to the Rules may be made only in writing, signed by the Board or its duly authorized agents following a written request by a Lot Owner.

Part IV - Rules Regarding The Use, Administration And Appearance Of The Property

A. Alterations

No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, color and the like without prior Committee approval.

B. Antennas

1. No television antennas of any kind may be attached or mounted to any portion of the Property unless it is done within the Owner's residence or placed upon the rear of the resident's roof.
 2. No CD antennas or free-standing tower antennas of any kind may be erected without prior Board approval. Satellite dishes will be allowed only if they meet the guidelines established by the Board and receive prior Board approval.
 3. Appropriate landscaping must be performed to disguise present antennas or satellite dishes.
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C. Assessments and Collections

1. All assessments and any special assessment or other lawful charges of the Association are due and payable by the owner of record on the first day of the specified month. Any payment of the foregoing that is received after the fifth (5th) day of the month shall be considered late. In the event that a house or lot is sold, all assessment and fines due to late payment will be due from the owner of record at the time the original assessment was made. All payments received will be applied in such matter as determined by the Board.
2. Any payment of less than the full amount of all assessment and other charges which are due in any given year or any payment which is made late shall cause the Lot Owner to be subject to a Late Charge of Ten Dollars (\$10.00) per month, which shall be added to and deemed a part of the Lot Owner's Common Expenses.
3. Under appropriate circumstances, the Board shall have the authority to credit back any late charges that may have been added to a Lot Owner's account.
4. Lot Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has been commenced, all legal fees and costs will be assessed to the Lot Owner as required by the Declaration and By-Laws.
5. Should a check for dues or special assessments be returned by the bank for insufficient fund or any fault of the Lot Owner, the Board may require that the original amount plus

any bank fees incurred by the Association be collected in one lump sum. Partial payment will not be accepted.

D. Awning or Sunroofs

No awnings, sunroofs, canopies or shutters of any type may be installed without prior approval by the Committee

E. Board Meetings and Association Records

Board meetings, except executive sessions as permitted by law, are open to all Lot Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Lot Owners. As required by law, the books and records of the Association are available for the inspection of Lot Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association.

F. Builders

The Board shall from time to time adopt rules for builders. When any construction is to be performed on the Property, these rules must be given to contractors.

G. Fences

1. In order to install fencing, the Lot Owner must obtain prior Committee approval.
 2. Fencing materials shall be made of wood and left a natural color, or other color as approved by the Board.
 3. Solid wood fences shall be permitted only to surround a pool or patio area.
 4. Fencing for animals will not be permitted except as allowed within patio and pool enclosures.
 5. No fences of any type can be erected on or across any easement except with prior Committee approval.
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H. Driveways

All driveways must be black top, concrete or other material approved by the Board.

I. Garages

Major car repair or repairs that cause any type of nuisance, fire hazard or annoyance to neighbors are prohibited.

J. Garbage and Trash

1. All garbage must be placed in sealed containers or sealed plastic bags so that it cannot be windblown.
 2. Containers or bags shall not be placed outside for collection any earlier than sunset of the night prior to pickup, and must be retrieved by the Owner or Resident on the day of the pickup.
 3. Any litter remaining on the ground after garbage pickup should be removed by the Lot Owner responsible.
 4. Garbage containers must be kept indoors at all times other than for pickup.
 5. All construction debris must be disposed of weekly or as necessary.
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K. Landscaping

1. Owners of vacant lots must arrange for mowing by July 1 and September 1 each year.
 2. Owners must install some type of lawn (either seeded or sodded) within one year of occupancy.
 3. Trees and shrubbery, once determined to be dead, shall be removed promptly.
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L. Lighting

1. Prior to installing exterior lighting, the Lot Owner must obtain Board approval.
 2. All lighting on the front of homes must be directed toward the house or in a downward position.
 3. Lights on corners of homes must be directed along the house or in a downward position.
 4. Lights in the back may be directed outward.
-

M. Recreational Vehicles

No snowmobiling, recreational vehicles or like vehicles can be operated within the subdivision except on the Lot Owners own Property.

N. Siding

The type and grade of cedar or equivalent siding must be approved by the Committee.

O. Security

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.

2. Please call the President of the Association so that a record of incidents may be kept for the subdivision.

P. Signs and Advertisements

1. Advertising signs for business or commercial activities are prohibited everywhere on the Property, except that “For Sale” or “For Rent” signs may be displayed. Signs shall be limited to a maximum size of 24” x 30” unless prior approval has been given by the Board.
2. Directional signs for open house and similar events shall not be posted any earlier than one hour (1 hr.) before and must be removed no later than one hour (1 hr.) after the time of the event.
3. Signs may not be attached to the exteriors of any building.
4. Builder’s signs should be removed within thirty (30) days of occupancy.

Q. Storage

1. No separate buildings may be erected for any type of storage except with prior Committee approval. One (1) storage shed will be allowed per homeowner provided it meets the guidelines established by the Board and received prior Board approval.
2. No structures can be erected on or across any easement except with prior Committee approval.

R. Stories

1. A story is considered to be any floor of the house that meets the requirements of the Covenants of the Association and is at least ninety percent (90%) above ground as viewed from the front of the house.
2. All house plans, even if they appear to meet all the design rules, must be submitted to the Board for final approval.

S. Swimming Pools

1. Swimming pools, either in or above ground, shall be permitted only upon approval of the Committee.
2. All swimming pools are to conform to the existing ordinances of Cook County and other governmental agencies.

Part V - Rules Regarding Pets

- A. No animals, other than dogs, cats or other animals reasonably considered to be household pets shall be raised, bred or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose.
- B. All pets must be leashed or restricted to a Lot Owner's Property while outdoors.
- C. Pets shall not be permitted to defecate on any Association Property or the Property of any other resident. Pet owners must clean up after pets immediately if any accident occurs on any Association Property.
- D. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Association Property or the Property of any other resident.

Part VI - Vehicle Regulations

A. General Rules Regarding Vehicles

1. Parking, maintenance or storage of Non-permitted Vehicles on any portion of the Property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association. No permanent storage of any type of recreational or commercial vehicle is permitted.

B. Enforcement Vehicles

1. The provisions set forth herein are intended to supplement, but not replace the Covenants of Rolling Knolls Estates.
2. In the event of a violation of these vehicle rules, the Board of its duly authorized agents shall send a Notice of Violation to the Lot Owner. Any Parking Violation Notice under these Vehicle Regulations shall also be deemed a Notice of Violation Under the Policies and Procedures Regarding Enforcement.

Any failure to protest a Notice of Violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Lot Owner as set forth in the Policies and Procedures.

3. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
 - a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations, in a form similar to that which is attached hereto as Exhibit E. All such records of violations shall be kept by the Association in a manner designated by the Board.
 - b. Identify or attempt to identify the Lot Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - c. Identify or attempt to identify the vehicle owner, if not a Lot owner, and notify that owner of the violations.
4. After receiving notice of a violation, the Lot Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.
5. The Board may designate one or more persons or a committee to send Notices of Violations.

Part VII - Rules Regarding The Closing And Transfer Of Ownership

- A. In the event of any resale of a Lot the following rules shall apply.
- B. As required by Section 18.5 (a) of the Act, the Association shall provide the required information to any Lot Owner who requests it. The information shall be in a form similar to that attached hereto as Exhibit F. As required by the Act, the information shall be provided only:
 - 1. When requested in writing by the Lot Owner or his or her agents, and...
 - 2. Within thirty (30) days of the request

The Association may charge a fee in the amount of fifteen cents (\$.15) per page of copy for the cost of this service, or such higher amount as may be permitted by law.

- C. The Association shall provide any Lot Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such owner. The Association may charge a reasonable fee for this service, which is presently set at fifteen dollars (\$15.00) per request. This amount may be changed, from time to time, by the Board.

In the event a request is made which requires this information to be provided in less than the ten (10) day period, the Association will charge the Lot Owner an additional fee. The additional fee shall be calculated by taking the difference between ten (10) days and the number of days remaining until the information must be provided and multiplying that figure by five dollars (\$5.00) per day.

When the Association is requested by a Lot Owner to provide a letter showing the status of assessments, the letter provided shall be substantially in the form set forth in Exhibit G.

- D. Anytime a lot within the Association is sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present owner, and requested to supply information essential to the Associations records and efficient functioning. The prospective owner shall be contacted by a letter and shall be required to supply the information requested therein. Such letter shall be substantially in the form set forth in Exhibit H. All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. In the event a Lot Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may fine that Lot Owner until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorney's fees, shall be assessed to the account of that Lot Owner.

Part VIII - Rules Related To Leases, Tenants, And Non-Resident Lot Owners

- A. All Lot Owners who do not reside on a Lot owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating a Lot Owner who fails to provide such information shall be assessed to that Lot Owner as a Common Expense. Unless otherwise provided by law, any Lot 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 Lot, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Lot Owner caused by any delays in receiving notice resulting therefrom.
- B. No Lot Owner may lease less than the entire Lot, nor may the Lot be leased for transient or hotel purposes.
- C. Every lease shall be in writing and shall be subject in all respect to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association
- D. Every Lot Owner intending to lease a Lot shall give prior notice to the Board of such intention, whereupon the Board shall provide the Lot Owner a Rider, which shall be added to the lease and shall be signed by all the parties executing the lease. The Rider shall be substantially in the form that is attached hereto as Exhibit J.
- E. Each Lot Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Rider to every lease of any Lot on the Property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the Lot Owner responsible as a Common Expense.
- F. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, at its discretion, shall determine what action or actions should be taken against the Lot Owner or tenant, as the case may be. When the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

Covenants & Restrictions - Amendment A

(Revised February 1, 2010)

WHEREAS under Article III, Section 3.02, item (h) of the By-Laws of the Rolling Knolls Homeowners Association (Association), the Board of Directors (Board) of the Association have the authority to impose reasonable fees for certain administrative functions provided by the Board and reasonable fines and penalties for violations of the Declaration, By-Laws and Rules and Regulations of the Association, and,

WHEREAS said fines and penalties for general violations of the Regulations of the Association have not been increased since December 1991, and,

WHEREAS according to the United States Bureau of Labor Statistics, the 2009 rate of inflation since 1991 is 58.36%,

NOW THEREFORE the language in the sections of the Rules and Regulations relating to fines and penalties specified therein shall be replaced with the following set forth in Schedule A of this Amendment, effective February 1, 2010.

All sections and articles of the By-Laws, Covenants and Restrictions and Rules and Regulations of the Rolling Knolls Homeowners Association not addressed in this Amendment remain unchanged and shall be enforceable as enacted.

Schedule A - Modifications to Rules and Regulations

The language in the specified section(s) of the Rules and Regulations of the Rolling Knolls Homeowners Association, originally enacted on December 17, 1991, shall be changed heretofore as follows.

II. Policies and Procedures Regarding Enforcement

E. If a lot 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:

3. Where a fine is imposed, it shall be in the amount of **One Hundred and Fifty Dollars (\$150.00)** for single incidents of violation or the sum of **Forty Dollars (\$40.00)** per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE SHALL BE DEEMED A SINGLE INCIDENT WITH A FINE IMPOSED EACH DAY THE VIOLATION HAS NOT BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.

5. Paragraph 2. In addition to the foregoing assessment, and in order to encourage Lot Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Lot Owner, who forces the Association to correct a violation, with an additional administrative charge of **One Hundred and Fifty Dollars (\$150.00)** or **Twenty Percent (20%)** of the cost of labor or materials, whichever is greater.

IV. Rules Regarding the Use, Administration and Appearance of the Property

C. Assessment and Collections

2. Any payment of less than the full amount of all assessment and other charges which are due in any given year or any payment which is made late shall cause the Lot Owner to be subject to a Late Charge of **Fifteen Dollars (\$15.00)** per month, which shall be added to and deemed a part of the Lot Owner's Common Expenses.

VII. Rules Regarding closing and Transfer of Ownership

B. The Association may charge a fee in the amount of **twenty-five cents (\$0.25)** per page of copy for the cost of this service, or such higher amount as may be permitted by law.

C. The Association shall provide any Lot Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such owner. The Association may charge a reasonable fee for this service, which is presently set at **Twenty-Five Dollars (\$25.00)** per request. This amount may be charged from time to time by the Board.

In the event a request is made which requires this information to be provided in less than the ten (10) day period, the Association will charge the Lot Owner an additional fee. The additional fee shall be calculated by taking the difference between ten (10) days and the number of days remaining until the information must be provided and multiplying that figure by **Eight Dollars (\$8.00)**.

Guidelines for Variance for Detached Storage Sheds

In order to install a detached storage shed, an association member must petition the Board of Directors to grant a variance to the Covenants and Restrictions of the Rolling Knolls Association. A variance will only be granted if the member shows that they are willing to abide by the following guidelines:

1. The construction of any detached storage shed shall have the prior approval of the Board of Directors.
2. All materials must match the exterior of the Association member's house, including, but not limited to, roofing, siding, trim, stain, paint color...etc. This does not require a shed to be of all brick construction, but a brick accent could be used if desired. In the case of this style of construction, the shed must match the style and trim of the house.
3. The placement of the shed must be by mutual agreement of the homeowner and the Board of Directors. The Board's guidance in this matter will be based in large part upon the surrounding location of homes, the shape of the lot, and the natural scenery and views.
4. Sheds must be constructed on a concrete pad.
5. No shed may be constructed on an easement and must conform to building setback requirements found on a homeowner's architectural plans.
6. No shed may be constructed that is larger than 12 feet by 18 feet.
7. No driveway or paved surface may be constructed to the shed.
8. All sheds must be located to the rear of the existing building line and cannot have any attachments to the basic structure.
9. No materials of any kind (excluding firewood) may be stored outside the shed.
10. No animals or humans may be housed in the shed.
11. Sheds should have similar landscaping as the house on at least three sides.
12. A building permit should be obtained and construction should follow Cook County codes or the requirements below, whichever is more strict.

Construction Guidelines

1. 2 X 4 construction – sidewalls 16 inches on center
2. 2 X 6 rafters or 2 X 4 trussed rafters – 24 inches on center, for the roof
3. 2 X 4 bottom plate (w/olmanized) secured to the concrete slab
4. ½ inch plywood roof sheathing
5. 240 pound asphalt singles
6. 14 pound felt
7. 2 X 6 headers on doors and windows
8. 1 X 8 fascia
9. Doors must be of residential garage door quality

General Guidelines for Above Ground Swimming Pools

1. Plans showing both the design of the pool, its location on the lot and landscaping must be submitted to the Board of Directors.
2. The placement of the pool must be by mutual agreement of the homeowner and the Board of Directors. The Board's guidance in this matter will be based in large part upon the surrounding location of homes, the shape of the lot, location of septic field and the natural scenery and views.
3. No pool shall be placed over an easement or septic field.
4. A Cook Count permit shall be obtained and all Cook County requirements must be met.
5. Landscaping (bushes and shrubs) around all exposed pool walls shall be required. In areas where a deck exists, lattice or equivalent may be acceptable. This should be included on any plans when they are submitted to the Board for approval.
6. All pools must be located to the rear of the existing building line. They may be attached to existing deck of a house.
7. No part of any pool may be any closer than 50-feet to any part of a neighbor's house.
8. Pools must be located a minimum of 25-feet from the lot line.

The guidelines listed above are considered minimum requirements and are for general use only. They are not all inclusive. The Board of Directors maintains the right to accept or reject any pool plans or grant or deny variances.

Outdoor Water Use Guidelines

1. Instead of running sprinklers every day, water the lawn only when it really needs it or just give it a good soak every two or three weeks. You really only need about 1/3-inch of water every three weeks during the summer for grass roots and crowns to remain active. And remember, even small rainfall amounts count toward this amount.
2. Avoid over-watering. Excess water can cause lawn fertilizers and pesticides to seep into your well. Also, too much water will just run off and won't soak in to your lawn wasting a valuable resource
3. Don't water in the afternoon, evening or at night. Watering at night encourages molds and other bacteria. Water placed on lawns during the day will evaporate before it can soak into the ground. Instead, water only in the early morning before 7 a.m. when you don't lose water from evaporation and can maximize moisture absorption
4. Adjust sprinkler heads so they don't spray the sidewalk, driveway or street.
5. Don't water on windy days when water will evaporate very quickly.
6. Be weather conscious! Don't water on cool, overcast or rainy days. Deactivate your sprinkler system on days when the grass needs less moisture. Nothing is more wasteful than to see an irrigation system running in the rain.
7. Set a clock or timer as a reminder that sprinklers are running, or use an electronic timer to turn them off automatically.