

# **KIPLING ESTATES HOMEOWNERS ASSOCIATION**

## **WELCOME**

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

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

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

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

## **GENERAL INFORMATION**

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

A HOA is a non-for-profit organization of owners formed for the purpose of maintaining the common areas. A HOA was formed when the Declaration of Covenants, Conditions and Restrictions were recorded and each homeowner became a member of the HOA upon closing.

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

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

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

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

**What does the Board do?**

The HOA is a non-for-profit corporation incorporated in the State of Illinois. As such, the Board's responsibility is to run the business of the HOA. The Board has a fiduciary responsibility to the members or owners of the HOA. This includes timely collection of assessments as well as payments made for services provided to the HOA and upholding the CCR. In general, the board members are the decision makers for the HOA.

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

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

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

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

**Property Management Company:**

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

**Neighborhood Associations:**

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

**Lot/Dwelling:**

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

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

### **HOMEOWNER ASSESSMENT:**

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

### **ARCHITECTURAL APPROVAL:**

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

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

#### **Permitted Improvements:**

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

#### **Securing ARC Approval:**

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

#### **Process for Approval:**

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

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

#### **JULIE/Building Permits:**

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

### **EASEMENT TYPES**

#### **General:**

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

#### **Public Utility Easements:**

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

#### **Drainage Easements:**

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

#### **Landscape Easements:**

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

#### **Natural Gas Pipeline Easements**

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

### **STRUCTURAL RESTRICTIONS**

#### **Tool or Storage Sheds: Revicsed July 2012**

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

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

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

**Clotheslines:**

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

**Animal Structure**

No animal houses, cages or other type structures are permitted.

**GENERAL RESTRICTIONS**

**Barbeque Grills:**

Barbeque grills must be placed in the rear yard.

**Satellite Dishes:**

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

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

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

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

2. **“Commercial Vehicle”**: means any vehicle which is used or could be used commercially, and does not qualify for one of the license plate designations set forth in paragraph (1) above.
3. **“Not more than 48 hours”**: means that said vehicles shall not be parked for more than two calendar days per month. A vehicle that is parked for a third day during the same calendar month is in violation of this definition, and subject to a fine.

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

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

**Storage/Garage Doors:**

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

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

**Street Parking:**

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

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

**Burning Prohibited**

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

**Pets:**

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

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

**Signs:**

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

**Window Treatment:**

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

**Holiday Decorations:**

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

**Complaints:**

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

**Wildlife Corridor, Wetlands and Ponds:**

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

1. There shall be no dredged or fill material placed upon said land;
2. There shall be no fences, buildings or structures constructed upon said land and appurtenances thereof;
3. There shall be no removal or destruction of living trees and plants on said land;
4. There shall be no plowing of said land, nor shall there be any mining, removal of topsoil, sand, rock, gravel, minerals or other material from said land;
5. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles on said land, except for machinery needed for maintenance of the wildlife corridor;

6. Persons are prohibited from discarding rubbish of any kind, including lawn clippings, in the dedicated area.
7. Persons are prohibited from planting or dispersing non-native plant species or their parts into the dedicated area without written approval of the Village and the Army Corps of Engineers;
8. Persons are prohibited from spreading fertilizer or herbicides within the Wildlife Corridor, other than for the attainment of native vegetation. If used to control noxious weeds and non-native plant species, herbicides may be applied only upon consultation with a licensed herbicide applicator;
9. Dumping of any material in wetland areas is strictly prohibited and subject to fine by the HOA as well as the Army Corp of Engineers.

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

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

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

#### **Enforcement of Rules: Revised October 2013**

Enforcement of our rules and regulations is authorized in the Declaration of Covenants, Conditions and Restrictions for Kipling Estates, Article XI, Sections 11.02 and 11.03, and with the general provisions of the Declarations of the Neighborhood Associations. The Board of Directors of the Kipling Estates Homeowners Association established the following process:

Any violation of the rules will be documented by sending the homeowner a letter outlining the violation. The homeowner will be given 14 days to correct the violation.

In the event a violation has been issued and the homeowner believes they have been unjustly accused, the homeowner has the right to request a hearing before the Board. The homeowner must contact the Kipling Estates clubhouse and speak with our Administrative Assistant who will set up a meeting with the Board of Directors.

If the violation is not corrected after 14 days, and the homeowner has not requested a hearing, the homeowner will receive a letter documenting the second notice and advise the homeowner that a hearing has been scheduled offering the homeowner an opportunity to be heard.

The notice shall contain: The nature of the alleged violation; the time and place of the hearing; an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf, and the proposed sanction to be imposed.



If the violation is not corrected within 14 days after the scheduled hearing date, a fine of \$25.00 will be added to the homeowners account and will be due and payable with the next assessment.

If after an additional 14 days the violation is not corrected, the homeowner will receive an additional \$50.00 fine. This fine will also be added to the homeowners account and will be due and payable with the next assessment. This process will continue every 14 days with the fines increasing \$25.00 for each 14 day time period.

Any repeat violation after a notice has been sent for that violation as outlined above, the homeowner will be notified in writing and subject to an immediate fine of \$25.00. If the repeat violation is not corrected within 14 days, the same process as out-lined above will commence.

Additionally, the Board shall have the power to suspend a homeowner's right to vote in the Association, suspend a homeowner's right to use any recreational facilities located in the common area, or place a lien upon the lot or dwelling. The Board shall have the power to impose all or any combination of these sanctions.

## **DEVONSHIRE RULES**

This booklet is written for all Devonshire homeowners for the purpose of explaining the Devonshire at Kipling Estates Declaration of Covenants and By-Laws. It is not intended to replace the actual document recorded with the Will county Recorder's Office on October 10, 2002. This booklet is not all inclusive of the actual recorded document.

**Common area:** Any area within Devonshire, except the actual lot owned by members, is common area. Refer to the plat of your lot to determine the actual lot lines. Basically, this is a "zero" lot line community. This means that each member owns the home and foundation only, and possibly a small portion of land next to the foundation based on each plat, with an easement allocated for such member owned property surrounding the home for the purpose of landscaping maintenance. All other property surrounding the home is common area.

**Building changes:** All modifications and/or changes to the outside of the property, including the front door and lights must have Architectural Committee (ARC) approval.

### **Restrictions Relating to Property**

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

**Fences:** No fences are allowed on any portion of the property. A privacy enclosure surrounding patios maybe added with ARC approval, and must be attached to the cement patio and conform to the height, width and materials specified in the Devonshire Covenants.

**Garbage/Recycling:** Garbage and recycling totes must be kept inside the garage until dusk the day before the scheduled pick-up and returned to the garage the day of pick-up. Yard waste may be placed with regular trash totes and is to be placed in purchased yard waste paper bags or special totes rented from Waste Management. Yard waste bags or totes must be kept in the garage until dusk the day before the scheduled pick-up (totes must be returned to the garage the day of pick-up).

**Landscaping (shrubs, trees, evergreens):** No landscaping or landscaping fountains can be added to the homeowner's property without ARC approval. Additionally, no landscaping can be added to the homeowner's property in excess of \$500.00, lifetime, perennial and annual flowers excluded, without ARC approval. Perennial and annual flowers are permitted without ARC approval but must be within the "lot line" per the plat of survey and maintenance will not be the responsibility of the landscaper hired by the Association. No landscaping may be added to Devonshire common property without ARC and Devonshire board approval.

**Ornamentation:** General small items of landscape ornamentation such as birdhouses, bird feeders, garden statues, etc. are permissible without architectural approval. Coach lights, driveway lights and security lights may be installed by each individual lot owner, subject to approval by the Architectural Review Committee to ensure they are not offensive to adjacent property owners.

**Parking:** The preferred parking is within the confines of the garage as a courtesy to your neighbors. Otherwise, parking is allowed directly in front of the garage, 2 or 3 spaces, depending on the size of the garage. Parking any vehicle in the common area of the driveway is not allowed. Additional guest parking is allowed on the side of the street opposite the mail-boxes. The parking of recreational vehicles, mobile homes, trailers, commercial vehicles, snowmobiles or boats is prohibited except within the confines of the garage.

**Rental/Leases:** Any owner may lease the dwelling on their lot only as a residence and the lease may not be for a period of time less than six (6) months.

**Sheds/Buildings:** No tool shed, storage shed, swimming pool, swing set, playhouse, "ham" or amateur radio station communication antennas, animal shelter or dog run shall be constructed on any lot. A solid earth tone color **temporary** storage unit or container which does not exceed 45 cubic feet in volume and does not stand in excess of 36 inches in height shall be permitted in the rear of the residence on the patio or deck.