

KIRKWOOD Homeowners Association

1545 Kirkwood Drive Geneva, Illinois 60134

Rules & Regulations

December 2018

KIRKWOOD HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS

*This edition of the Kirkwood Homeowners' Association By-Laws and Rules and Regulations is effective
December 2018 and replaces all prior editions of Rules and Regulations.*

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I. RULES AND REGULATIONS

A. INTRODUCTION

As homeowners, we each have different opinions and lifestyles; yet we are living in very close proximity. Moreover, we have chosen a townhouse association, which means we do not have exclusive say over our external property. These regulations have been established to preserve the beauty and architectural integrity of our community. It is desirable that neighbors who share common ground understand that rules are not intended as a restriction on any residents' rights, but rather as a guarantee of an equitable and necessarily measured right, clearly limited by the rights of each and every resident.

It is the intent of these Rules and Regulations to provide a framework for fair and equitable community living. It is hoped that complaints regarding alleged violations will be handled first and foremost in the spirit of goodwill between individual neighbors through face-to-face meetings to express concerns. In the event such complaints regarding alleged violations cannot be resolved in a neighborly way or are considered repeated, the Board has established a set of policies and procedures to ensure a fair hearing to all persons involved as well as preservation of the quality of our environment.

Although we are homeowners, the Kirkwood Homeowners Association has legal restrictions that freestanding homes do not have. These legal restrictions are outlined in the Kirkwood Homeowner's Association Declarations and By-Laws, a copy of which you received when you purchased your home. The Declaration and By-Laws give our governing Board of Directors the authority to establish rules and regulations pertinent to the Association.

It is not the intent of these regulations to be a substitute for the Declaration and By-Laws. It is essential that each individual be familiar with all restrictions placed on the use of common land, architectural changes, etc., as outlined in the Declaration. Although the wording of the Rules and Regulations has been simplified, it is, nevertheless, legally binding on all residents and homeowners, and their tenants, families and guests.

Another purpose of these rules, regulations and restrictions is to keep the value of your most important asset, your home, at a level of quality that may appreciate over the years. In order to do that, your Board has provided methods for reviewing proposed improvements, changes in the architecture or landscaping on your property and for addressing violations.

These Rules and Regulations are simply a practical guide for day-to-day living in our multifamily community. Since your conduct and rights are in great part governed by these documents, you are urged to read and become familiar with them, as it will help you to understand what homeowners can and cannot do and what needs to be done to obtain approval for alterations.

Your Board, however, is not a police department and does not wish to act as one. Nor does it wish to implement any more rules and regulations than are absolutely necessary. Our goal is to help maintain and protect association property while trying to provide all residents with the opportunity for peaceful enjoyment of their homes. We encourage homeowners to establish a special understanding of and consideration for our fellow homeowners because we share common walls and collectively own the exterior grounds and property and to demonstrate a pride of ownership by contributing to keeping our community beautiful.

B. DEFINITIONS

1. 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 Common Interest Community Association Act, the Declaration, or in the Bylaws, 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, Conditions and Restrictions of Kirkwood Homeowners' Association that was recorded in the Office of the Recorder of Deeds of Kane County, Illinois on March 1976, as Document Number 1373270, as amended.
- B. Bylaw - The Bylaws of Kirkwood Homeowners' Association, 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 Common Interest Community Association Act, as amended from time to time.
- E. Association - Kirkwood Homeowners' Association, an Illinois Not for Profit Corporation and a Condominium organized pursuant to the Common Interest Community Association Act.
- F. Board - The Board of Directors of the Kirkwood Homeowners 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 Areas – Those areas of land designated as the Common Areas of the Association, as defined in the Declaration.
- I. Lot - A plot or portion of the property, which is intended for use and occupancy as a residence for a single family.
- J. Owner or Homeowner - A record owner, whether one or more persons, of fee simple title to any dwelling unit.
- K. Resident - Any person who resides on the property.
- L. Member – A unit owner or homeowner.
- M. Assessment - Any amount that the Board may assess or levy against a Homeowner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the declaration, bylaws or the rules and regulations. Every Homeowner's regular monthly Assessments are equal.
- N. Management - The self-managed Board or company, which has been elected or employed by the Association to manage the day-to-day administration of the property.
- O. Guest - Person or persons to whom an invitation to visit for a limited time (generally less than one (1) month) is extended; or someone visiting in a professional capacity.

C. BOARD OF DIRECTORS

1. The Board is composed of seven (7) homeowners elected by the membership at the Annual Meeting. The Board members are volunteers who are not compensated for their time. The Board meets monthly or as needed to conduct Association business, but not less than four (4) times per year.
2. The Board works closely with a Management Company, if applicable, and Committees to ensure financial stability and growth of the Association, sufficient and proper maintenance of the property, and the well-being of its residents.

D. BOARD MEETINGS

1. The purpose of the meetings is to conduct the affairs of the Association. Board meetings are held at a designated location during the 3rd week of the month or as needed, time to be determined.
2. Board meetings are open to all homeowners. Homeowner's requests must be placed on the agenda one week before the meeting date by informing the Board or Management. Each agenda shall contain a period of time where concerns of attending homeowners may be heard. Residents are to discuss pertinent matters only at the open forum.
3. Copies of current minutes are available upon request through the Management Phone Line or online at the Kirkwood website.
4. Notice of any such meeting and other official notices shall be mailed, e-mailed, or posted at the Community Bulletin Boards by the mailboxes at least forty-eight (48) hours prior thereto.

NOTE: Occasionally, meetings may be rescheduled. It is recommended that you read any notices that are posted or e-mailed to you, or call the management office to confirm the date, time, or place of a meeting.

E. ANNUAL ASSOCIATION MEETING

1. The Association annual meeting takes place every year in December (subject to change) for the purpose of electing members to the Board of Directors. Owners are given 30 days' notice of the meeting, place and time.
2. To be eligible for election, a candidate must be a homeowner in good standing, i.e. no delinquent assessments, fines, late charges, or other violations including outstanding rules violations.

F. COMMITTEES

1. "Limited authority" committees may be developed to assist the board in researching projects. A "limited authority" committee has no authority to bind the association, does not require board members to serve on the committee and is merely a recommending body. There are three classes of committees: standing committee, special committee, and sub-committee. Committee members are volunteers and not compensated for their time.

Standing committees operate from year to year and are assigned tasks by the Board. Standing committees may include the following:

- **Finance** - Prepares budgets and advises the board on money matters. This would include special assessments and capital expenditures.
- **Building and Grounds** - Inspects the property, receives, reviews and makes recommendations on

all architectural control requests, prepares maintenance items and works with landscaper and snow-removal contractors.

- **Landscaping** - Reviews formal, written requests with regard to budget, within the context of the existing landscaping plan, and forwards recommendations to the board.
 - **Judiciary** - (rules/compliance) - Reviews rule infractions/complaints and conducts informal hearings.
 - **Social** - Plans social events for the homeowners' association.
 - **Communications** - Prepares e-mail communication and quarterly updates.
2. Special committees may be appointed by the Board to address a specific task within a specific time frame and subcommittees may be established to work under the auspices of any committee.
 3. All committees are directly responsible to the board of directors. Each year, the Board will reappoint the committees.

Please volunteer!

Kirkwood is always looking for more residents to become more involved in our community

G. PROPERTY MANAGEMENT (IF APPLICABLE)

1. To assist the Association, the Board may hire a professional Property Management company (hereafter referred to as Property Management) The Property Management's responsibilities are many and at the direction of the Board of Directors. They range from budget preparation to homeowner relations, to ensuring that each contractor is fulfilling the requirements of the job awarded to it.
2. Any matter of interest to a homeowner may be directed to the Property Management for response. These matters may include insurance claims, grievances about an Association contractor or another homeowner, or general questions about the Association and its administration. Homeowners are urged to use the services of the Property Manager.
3. If you, as a homeowner, have any questions or need help in any matter, please contact the Property Management. If not satisfied with the Property Manager's response, bring up your complaint to the Board at a monthly meeting.
4. Outside contractors work under the direction of the Property Management and the Board. No homeowner or resident may direct or interfere with a contractor.
5. In summary, the services of the Property Management generally include the following responsibilities:
 - Arrange for operation and maintenance of common facilities and services.
 - At the Board's direction hire, terminate, and supervise all employees.
 - Collect assessments and fines.
 - Maintain records of receipts and expenses.
 - Prepare yearly and monthly financial statements.
 - With the assistance of the Budget & Finance Committee, prepare the annual budget.
 - Receive and handle complaints and fines.
 - Assist committees in performance of their duties.
 - Provide Board with status reports on major issues.
 - Assume other responsibilities as designated by the Board.

H. OWNER INFORMATION AND RESPONSIBILITY

1. No later than thirty (30) days after the effective date of these Rules and Regulations, and thereafter not later than thirty (30) days after change of occupancy or ownership of a home, each homeowner shall provide to the Board: each owners' and occupants' name, addresses, daytime and evening telephone numbers, emergency contact and information, and such other information or documentation as the Board may reasonably require from time to time.
(Emergency Information Form)
2. Any expense incurred by the Association as a result of the homeowner's failure to provide such information shall be assessed to the homeowner. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of the homeowners or occupants, caused in whole or in part as a result of the failure of the owners to provide such information to the Association.
3. Homeowners shall be responsible for the conduct of all persons occupying their homes. Homeowners shall provide a copy of the Association's Declaration, Bylaws and Rules and Regulations to all occupants of their homes.
4. No part of the property shall be used for other than housing and related common purpose for which the property was designed.
5. Nothing shall be done in, on, or to the homes or the Common Areas which would violate any law, increase the rate of insurance on the property, impair the structural integrity of the building, or alter the building, or cause inconvenience or damage to other residents. Nothing shall be altered, constructed on, or removed from the Common Areas.

I. INSURANCE

1. HOMEOWNERS

- A. It is the responsibility of each homeowner to maintain a paid, current and up-to-date Homeowners Insurance Policy on their individual home. **While the HOA maintains responsibility for routine maintenance of the building roofs and siding, it is the homeowner's responsibility to carry adequate insurance coverage on building damage** due to high winds, hail, fire water damage etc. Homeowners are also responsible for personal property and liability insurance. **Consult with your insurance advisor or agent in order to determine the insurance coverage that best suits your personal needs** or for more information on fire, personal property, casualty and liability insurance.
- B. The Association will not be held responsible for any damages incurred to your personal property.
- C. Dwelling coverage should be an HO3 or HO5 policy to the full replacement cost of the building, or equivalent and the Kirkwood Homeowner's Association should be named as either "additional insured" or "additional interest" on the building only. The Board requires each homeowner to provide written evidence of insurance on his or her home annually. Evidence can be in the form of a copy of the certificate of insurance or insurance policy, and it must include the amount of building (dwelling) coverage. By naming the Kirkwood Homeowner's Association as an "additional interest" or "additional insured", your insurance company should automatically mail the HOA the annual notice of current insurance coverage.
 - 1) Any expense incurred by the Association as a result of the homeowner's failure to provide such information shall be assessed to the homeowner. If evidence is not

provided within **thirty days** of moving in, board request, or renewal, a fine will be imposed. After each additional thirty days, an additional fine will be imposed.

- D. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of the homeowners or occupants, caused in whole or in part as a result of the failure of the homeowners to provide such information to the Association.
- E. If you have any questions regarding the above, please contact the Board or by writing to:

Kirkwood Homeowners Association
1545 Kirkwood Drive
Geneva, IL. 60134

2. KIRKWOOD ASSOCIATION INSURANCE

- A. The Association has an Associations' insurance policy, which covers the Common Areas only. The Association carries comprehensive liability, property damage, officer's and director's liability insurance and a fidelity bond. Contact the Board to obtain details of Kirkwood Homeowners' Association's coverage.
- B. Nothing shall be done or kept in any home or in the Common Areas, which will increase the rate of insurance on the property.
- C. No homeowner shall permit anything to be done or kept in his home or in the Common Areas, which will result in the cancellation of any insurance, maintained by the Association or which would be in violation of any law.

J. ASSESSMENTS

- 1. Your monthly assessments fund your Association's reserves, pay for maintenance of the building exteriors and common amenities, landscaping, insurance, and professional fees, and other costs of community living.
- 2. Assessments may be auto debited or checks made payable to Kirkwood Homeowner's Association and mailed to the appropriate PO Box address. Monthly coupons or books are sent out before the first of the year to homeowners or available online. Please do not send cash.
- 3. Monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month or with a post mark no later than the 5th of the month.

To pay by auto debit, please complete the Direct Deposit Assessment form and return to the Management address. This method saves both time and money for the Kirkwood Homeowners Association and its officers. The Direct Deposit Assessment form is available online at www.kirkwoodhomes.org and in the Homeowner Policy book.

- 4. Any payments which are received late are subject to a fine.
 - a) All payments received, unless the payment has been designated to be applied to a specified obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.

- b) A late fee will be assessed for each late monthly assessment payment or levied fines that are past due.
5. If a homeowner's check is not honored for any reason, the homeowner will be subject to all fees incurred by the Board plus a service fee per the Fee Schedule plus applicable late fees if any.
6. Homeowners who are delinquent sixty (60) or more days in the payment of monthly assessments shall be subject to legal action in accordance with the provisions of the Declaration and Bylaws. Once legal action has been commenced, all legal fees and costs including interest will be assessed to the homeowner as required by the Declaration and Bylaws

K. LIENS

Payment of assessment fees and fines are made to the Association to cover the expenses incurred in maintaining the Common Areas. In case of nonpayment, the Board may initiate several courses of action to effect payment, including placing a lien against the nonpaying home. That homeowner is responsible for all costs of collection, including legal fees and court costs.

L. KIRKWOOD FINANCIAL INFORMATION

The Board operates on a calendar year basis, and its financial records may be audited. Any expense incurred for a homeowner requested audit will be the homeowner's responsibility. The budget is written and approved by the Board.

M. KIRKWOOD WEBSITE

Kirkwood information and forms are available 24/7 on the website which is maintained by a volunteer homeowner. This website is intended for Kirkwood Homeowner use only.

To access the Kirkwood website, please use the following:

www.kirkwoodhomes.org

II. ARCHITECTURAL CONTROL: BUILDINGS

Comment: Article VIII of the Covenants provides as follows:

ARTICLE VIII Architectural Control. The Board of Directors shall act as the Architectural Committee, or shall appoint an Architectural Committee (hereinafter called the "Committee"). No erection of buildings or exterior changes, including but not limited to exterior painting and decorating, additions or alterations to any building situated upon any Lot, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until (1) a preliminary sketch showing basic plan and general specifications of same shall have been submitted to and approved by the Committee, and (2) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design, appearance, and location in relation to surrounding structures and topography by the Committee, or by three (3) or more representatives appointed by the Committee; provided, however, that the provisions of this Article shall not apply to buildings, structures, additions and alterations planned commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by the Owner to the Committee and retained by the Committee. In the event the Committee, or its designated representatives, fails to approve or disapprove such design and location within sixty (60) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for, or be liable for damages, claims or causes of actions arising out of services performed pursuant to this article.

A. APPEARANCE OF PROPERTY

1. In order to maintain the uniform appearance of the building, no homeowner may alter the exterior of a home without specific written approval of the Board of Directors. "Alter" for this purpose, means painting or staining exterior surfaces with any color or adding or removing anything to or from the exterior surfaces. "Exterior" for this purpose, means the exterior surface of a home including the deck and any common ground outside the home and including the doors and windows.
2. All requests for approval of such exterior alterations must be submitted in writing to the Board on the Architectural Application Form, along with the required supporting documents. This form is available online at www.kirkwoodhomes.org and in the Homeowner Policy book.

B. ARCHITECTURAL CHANGES

1. The following is a summary, but not limited to, conditions and activities that REQUIRE APPROVAL from the Board prior to any change or construction.
 - a) Architectural alterations, replacements, or additions: Windows, doors, decks, fences, etc.
 - b) Changes to construction material
 - c) Changes to Grade or Drainage
 - d) Changes or additions to sidewalks or other walkways
 - e) Changes or additions to Landscaping: Trees, shrubs, including new flowerbeds

(Use Landscape Application Form)

2. Construction not permitted, but not limited to:
 - a) Oversized satellite dishes, cable, antenna hardware
 - b) Outbuildings
 - c) Permanent outdoor fireplaces
 - d) Swing sets or playground equipment, including basketball backboard and hoops
 - e) Awnings
 - f) Astroturf or other outdoor carpeting (except doormats)

If further clarification is needed, please refer to the section indicated or the Board.

C. CHANGES WITHOUT BOARD APPROVAL

1. Any alterations made without approval of the Board or deviating from a Board approved plan shall either be ordered removed at the homeowner's expense or assessed a fine in the event of non-compliance. In order to have compliance with the Association and its regulations, the Board can place a lien on the owner's home until the alteration is restored to its original condition or conform to the codes, specifications, and colors adopted by the Association and the cost of effecting restoration is paid in full.

For example, if a homeowner installs a deck or a security door without first receiving approval from the Board, the homeowner may be liable for the costs of removal of the deck or security door at his or her sole expense; in the alternative, the Association Board may order such removal and bill the homeowner for the costs of the removal.

D. PROCEDURE FOR ARCHITECTURAL CHANGE REQUESTS

1. Homeowners requesting any changes are to submit the Architectural Application Form for approval. The form is available online at www.kirkwoodhomes.org and in the Homeowner Policy book. Please complete the form, attach the required supporting documentation, and return to the Board. If you have any questions, you may also call the Management Phone Line.

III. BUILDING MAINTENANCE

A. GENERAL MAINTENANCE RESPONSIBILITIES

1. A townhouse is a single-family house connected to a similar dwelling on one or more sides and having one or more common walls. Historically, townhouses were referred to as row houses. Today in many parts of North America they are more accurately referred to as attached homes. This designation, while less popular in our area, is perhaps more appropriate. Like a single family detached home, ownership includes numerous maintenance and liability responsibilities. Only those maintenance and liability responsibilities specifically stated in the Association's Declarations of Covenants, Restrictions and Easements, as being covered by the Association are in fact an Association responsibility. If no mention of a responsibility or issue is made in the Covenants or if mention is made but not specific, assume that it is a homeowner responsibility.
2. It is further recognized that the homeowner purchased his or her home either from the original developer or from a third party. The Association therefore does not have nor have they ever had any responsibility for the design, construction or fitness for purpose of any home. Simply stated, the Association is not responsible for any remedies or upgrades to individual homes for whatever reason.
3. The Association's sole responsibility with regards to maintenance of individual homes is limited to exterior painting, concrete flatwork, and the replacement of siding or roofing materials upon their having outlived their useful life. Further, the Association reserves the right to re-bill any upgrade requirements arising out of changes in building ordinance and law provisions.
4. Homeowners are responsible for any and all structural or cosmetic changes made to their home, changes not originally made by the Developer prior to turnover of the Association by the Developer to the homeowners.
5. In the event the need for maintenance or repair is caused through the willful or negligent act of the homeowner, his or her family, guest, invites, or agents, the cost of such maintenance or repairs including administrative, shall be at the homeowner's expense. Further, a homeowner is responsible for any damage to another home arising from the use or operation of his or her home, an appliance or device within his or her home or caused by his or her own conduct. Should the Association become involved in any situation arising out of such an incident, the Association has the right to re-bill all expenses including legal and administrative, to the offending home. Such expense is to be added to and become a part of the assessment to which said home is subject.
6. All homeowner Board approved planted stock is planted at the homeowner's risk. All maintenance thereof, is the homeowner's responsibility. Damage to homeowner installed stock without regard to cause, is the expressed responsibility of the homeowner.
7. It is the expressed responsibility of homeowners to water trees/shrubs and lawns adjacent to their home. Failure to water new stock or distressed stock during times of drought may result in the homeowners being held responsible for all costs including administrative, for the replacement of that stock.
8. In accordance with the Covenants and By Laws of the Association, the Board has adopted the following general maintenance policies. Exterior maintenance at Kirkwood that is to be provided by the Association is confined to work that becomes necessary due to normal wear and tear.

Please refer to the KIRKWOOD HOMEOWNER ASSOCIATION RESPONSIBILITY CHART in Section III.E.

B. DAMAGES

1. Damage of any kind to any part of any building which might have been caused by wind, rain, snow, and ice or by any act beyond the control of the Association, such as vandalism, willful or accidental damage inflicted by visitors or renters is excluded from the Association's insurance coverage and shall be the responsibility of the homeowner.
2. Any damage of this nature that is not corrected by the owner through his insurance policy (including the cost of any deductible) shall be repaired by the Association and the owner billed for the expense of the necessary repairs.
3. If the homeowner neglects or fails to affect such repairs, the Association will contract for the work and the homeowner will be liable and be assessed for the cost of the repairs.

C. SERVICES

1. Individual homeowners who contract for exterior maintenance services of any kind will not be reimbursed by the Association for the cost of such services, unless reimbursement was pre-approved by a majority vote of the Board at a regularly scheduled meeting and entered into the minutes of that meeting.
2. Individual homeowners may not request the Associations' contractors' crewmembers to perform additional work to their premises. All work contracted for has been budgeted, and any additional work performed outside of the Board's contract maybe billed to the homeowner.

D. MAINTENANCE REPAIRS/REQUESTS

1. Homeowners shall timely report any maintenance or repair problems involving the Common Areas to the Board in writing or by calling the Management Phone Line.
2. Homeowners shall be responsible for all damages to the Common Areas caused by their actions or the actions of their residents or guests. The Board shall repair such damage and charge back the cost to the homeowner in violation.

E.

KIRKWOOD HOMEOWNER ASSOCIATION RESPONSIBILITY CHART

DESCRIPTION	ASSOCIATION	HOMEOWNER	COMMENT
BUILDING & INTERIOR			
Structural Foundation Walls		X	
Structural Above Grade Walls		X	
Structural Unit Common Walls		X	
Structural Foundation Walls		X	
All Interior Amenities		X	
All Appliances		X	
Electrical/Lighting		X	
Heating/Air Conditioning Units		X	
Water Heater		X	
Sump Pumps and pump discharge line		X	
Plumbing/Pipe Repair/Fixtures		X	
Plumbing/Stoppage/Back-ups		X	
Painting/Interior including Garage		X	
Interior damage caused by another home			Between Homeowners
All Utility Lines with respect to but not limited to Sewer, Water, Gas, Electric, Phone and Cable Service from the point where they serve a specific single home.		X	
BUILDING & EXTERIOR			
Structural Foundation Walls		X	
Cedar Siding	X		
Cedar Siding Exterior Staining	X		
Main Entry Door Only Painting	X		
Soffit and Fascia (Replacement when they have lived out their useful life only, depending upon available funds)	X		
Roofs (Replacement when they have lived out their useful life only, depending upon available funds)	X		
Ridge vents	X		
Flashing	X		
Exterior window trim, painting, caulking	X		
Window Frames and Sashes: repair and replacement, caulking		X	
Window Panes/Screens: repair and replacement, caulking		X	
Skylights		X	
Skylight Flashings		X	
Dome Tubes/Other		X	
Gutter and Downspout (Replacement when they have lived out their useful life only, depending upon available funds)	X		
Gutter and Downspout Cleaning		X	
Fireplace Chimney Cap	X		
Chimney Flue pipe		X	
Window wells		X	
Window well covers		X	
Plumbing/Sill cocks/Spigots		X	
Hose Bibs/Water Outlet		X	
Dryer Vents/Louvers/Vent covers		X	
Radon Vents		X	Subject to Approval
Garage Door		X	

KIRKWOOD HOA RESPONSIBIITY CHART CON'T (2)			
BUILDING & EXTERIOR			
DESCRIPTION	ASSOCIATION	HOMEOWNER	COMMENT
Garage Door Interior Hardware System		X	
Garage Door Opener		X	
Garage Floor		X	
Main Entry Door		X	
Storm Doors		X	
Patio Doors		X	
Doorbell/Entry system/Intercom		X	
Window and Door Storms and Screens		X	
Sliding Glass Door Frames, Sills and Glass		X	
Window Cleaning		X	
Address Numbers		X	
Address Light Fixture/Garage wall		X	
Address Light Bulb replacement		X	
Exterior light: Back/Side of home		X	
Electric service to and from all fixtures		X	
Street Lights			City of Geneva
Front Entry Walk	X		
Front Masonry Steps, Stoops and Porches	X		
Railings		X	
Retaining walls around driveways/sidewalks	X		
Fencing			Not Allowed
Driveway	X		
Driveway Seal coating	X		
Streets and Curbs			City of Geneva
Storm Sewers/Drains/Catch Basin			City of Geneva
Designated Storm Sewers/Drains/Catch Basin	X	X	*
Wood Deck and Stair repair		X	
Wood Deck Sealing & Staining		X	
Screened in Porches			Not Allowed
Paved Patios/Fenced in Patios		X	
Patio Fence		X	
TV Antenna Board Approval Required		X	
Satellite Dishes Board Approval Required		X	
Individual Homeowner Mailbox		X	
Wildlife Animal Control		X	
Exterior Barrier Insect Control	X		

F. KIRKWOOD HOMEOWNERS ASSOCIATION MATERIALS, PAINT AND REPLACEMENT LIST

The Association By-Laws prohibit any changes to the façade of your townhouse. Therefore, all repairs and maintenance must be compatible with the materials used in construction and must conform to the standards to maintain a uniform look. The following is a list of original, current or acceptable materials, sources and sub-contractors used in Kirkwood.

<p><u>Doors and Trim:</u> Old trim (matches windows) Benjamin Moore Iron- clad Bronze tone</p>	<p><u>Exterior Siding Paint:</u> Material: Woodscape Exterior Stain, Flat Latex Source: Sherwin-Williams Paint Stores (West Chicago 630-232-0220) Ask for: “New Kirkwood Management”</p>
<p><u>Garage Doors:</u> Source: Overhead Garage Door Material: Model No: CHI # 4285 Color: Sandstone</p>	<p><u>Deck Stain:</u> Source: Sherwin-Williams Paint Stores (West Chicago 630-232-0220) Color: Exterior Superdeck Solid Color, Architectural Stain Ask for: “New Kirkwood Management”</p>
<p><u>Exterior Paint for Brown Doors</u> Source: Sherwin-Williams Paint Stores (West Chicago 630-232-0220) All surface, low sheen latex based Ask for: “Kirkwood Door Color”</p>	<p><u>Exterior Lighting Fixture:</u> Source: DuPage Lighting Light Bulb: G40 120v Standard 60 Watt Clear (Available anywhere)</p>
	<p><u>Landscape Lighting:</u> Board Approval Needed</p>

For updated information to obtain Board approval on structural items such as the following, please contact the Management Phone Line.

- Gutters
- Railings
- Siding
- Windows
- Architectural Items

SHERWIN-WILLIAMS 3146 09/27/18
630-232-0220 Order# 0166755

EXTERIOR ARCHITECTURAL
SUPERDECK SOLID COLOR STAIN
FLAT STANDALONE

NEW KIRKWOOD MANAGEMENT
CUSTOM MANUAL MATCH

CCE#	COLORANT	OZ	32	64	128
B1-Black		-	3	-	-
Y3-Deep Gold		-	5	-	-
W1-Raw Umber		2	62	-	-
W1-White		4	32	-	-

ONE GALLON DEEP
S07W00153 650930761

SHERWIN-WILLIAMS 3146 09/27/18
630-232-0220 Order# 0166755

EXTERIOR *Siding* STAINS
WOODSCAPES LATEX
FLAT STANDALONE

NEW KIRKWOOD MANAGEMENT
CUSTOM MANUAL MATCH

CCE#	COLORANT	OZ	32	64	128
W1-White		28	12	1	1
B1-Black		4	8	-	1
R2-Maroon		-	25	-	-
Y3-Deep Gold		6	15	1	-

FIVE GALLON DEEP
A15W00053 640333530

Non Returnable Tinted Color
CAUTION: To assure consistent color,
always order enough paint to complete
the job and intermix all containers
of the same color before application.
Mixed colors may vary slightly from
color strip or color chip.



0166755-001

Non Returnable Tinted Color
CAUTION: To assure consistent color,
always order enough paint to complete
the job and intermix all containers
of the same color before application.
Mixed colors may vary slightly from
color strip or color chip.



0166755-001

SHERWIN-WILLIAMS 3146 09/27/18
630-232-0220 Order# 0166755

INT/EXT SPECIALTY
ALL SURFACE LATEX BASED
LOW SHEEN STANDALONE

KIRKWOOD DOOR COLOR
CUSTOM MANUAL MATCH

CCE#	COLORANT	OZ	32	64	128
B1-Black		-	49	-	-
W1-White		-	5	-	1
R2-Maroon		-	7	1	-
Y3-Deep Gold		-	17	1	1

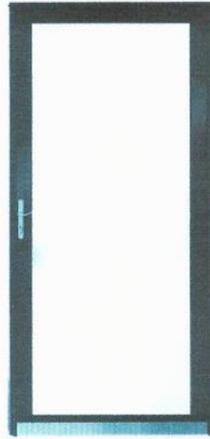
QUART ULTRADEEP
A41T00214 640325981

Non Returnable Tinted Color
CAUTION: To assure consistent color,
always order enough paint to complete
the job and intermix all containers
of the same color before application.
Mixed colors may vary slightly from
color strip or color chip.



0166755-002

Kirkwood Home Owner's Association Approved Screen Door Style

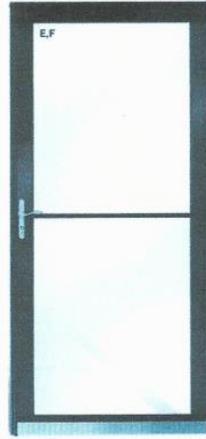


FULLVIEW Clear Glass

Andersen quality at an uncommon value in a fullview door with insect screen panel.



Provides full ventilation with retractable glass and insect screen.



SELF-STORING Clear Glass

Retractable insect screen hides in the door for anytime ventilation in 7 positions.



Works from top.

Above are two examples of entryway storm doors that are Kirkwood HOA approved. Andersen manufactures both doors, color Bronze and may be obtained from Home Depot. The door on the left is one piece removable glass with a full screen insert. The door on the right is self-storing with a retractable screen.

Kirkwood does not insist Andersen make the door, any manufacturer that complies with the above style door is acceptable.

Please remember any storm door replacement or new installation requires an architectural change form along with Board approval.

G. CONCRETE

The Association maintains the front and side concrete walks, stairs and stoops only.

H. DECKS AND PATIOS

1. Homeowners are responsible for all maintenance, repairs and painting of their respective decks. This applies whether the deck was part of the original construction or a later addition.
2. Board approval is needed for any changes to current deck or patio structures. Owners are to submit a completed Architectural Change Request form with the required supplementary documentation to the Board for approval. (Owners do not have the right to extend onto the general common area, and the Board does not have the authority to grant an owner permission to do so. This would constitute the allocation of a portion of the common elements for the exclusive use of a unit owner which are owned in common by all unit owners and need the approval of all owners in the Association).
3. Decks are to be kept in a safe and attractive condition. The cost for repairs, staining, replacement of wood, and maintenance is the responsibility of the homeowner. All materials and stain must conform to the codes, specifications, and colors adopted by the Association.
4. Board approved patios are the homeowner's responsibility to maintain. Patios and installation shall not infringe on common areas or another homeowners area. Changes to or replacements of patios require completion of an Architectural Application Form. The Architectural Application Form is available both online at the Kirkwood website (www.kirkwoodhomes.org) and in the Homeowner Policy Book.
5. Decks and patios may not be used for storage, other than for seasonal storage of barbeque grills, lawn chairs and other items usually associated with decks or patios.
6. Clothing, laundry and similar objects shall not be hung out or exposed on balconies of decks.

I. LANDSCAPE LIGHTING

1. Homeowners must receive Board approval for any exterior lighting change or installation.
2. Lights are to be used for homes with a side entrance or with a second story entrance for safety purposes only.
3. All lighting and installation costs are the homeowner's responsibility.

Comment: The Declaration of Covenants, Article VII (6) reads in relevant part: "nor shall (iii) any outside lighting...be used which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners."

J. RADON VENTS

1. Board approval is required for any new installation or replacement.
(Architectural Application Form)
2. The outside radon pipe must be painted to match the siding and in an inconspicuous location.

K. SATELLITE DISHES/ CABLE /ANTENNA/ WIRES

1. A Board approved Architectural Form is required for any new installations or service provider changes. Homeowners are to contact the Management for additional information and show proof of homeowner's liability insurance before installation. Installations without Board approval will result in additional fees. Installation, maintenance, and removal updates are the responsibility of the homeowners.
2. Satellite dishes 18" or under are permitted and limited to one dish per unit. The satellite dish must be the standard "Industrial Gray" color. The dish and cable are to blend with the building materials.
3. Satellite dishes may not be mounted on or through any roofing or siding materials.
4. The location of the satellite dish should not be readily visible from the street. The preferred location for a dish is at a rear chimney location. When satellite reception is an issue, it is permissible to securely mount the dish on an exterior corner of the building.
5. All cable, satellite, TV and telephone lines must be buried or interior and not visible on the outside of the home. Any wiring must be within the building and installed through one entry point- either through the basement or attic area. No wiring is to be attached to the building nor will hanging or dangling wires be permitted. *The Board must authorize any lines running on the exterior of any unit.*
6. The homeowner will indemnify the Association from any and all problems, damage or safety issues arising out of the mounting, use and maintenance and removal of the satellite dish.
7. Upon termination of any network service or upon the sale of a home, contact the Board on the Management Phone Line. The Homeowner shall arrange to have the satellite dish removed at the expense of the homeowner. Attaching hardware does not need to be removed.

L. SKY LIGHTS & DOME TUBES

1. Board approval is required for any new installation or replacement.
(Architectural Application Form)
2. All materials and installation costs are the homeowner's responsibility.

M. SNOW REMOVAL

1. The Board contracts with a professional snow removal service.
2. Driveways, sidewalks and common area snow removal shall be done based on a registered snow fall of 3" or more.

3. A driveway will not be cleared if a vehicle is parked in the driveway.
4. The City of Geneva is responsible for snow removal and maintenance of all streets. City of Geneva regulations regarding snow routes, parking and snow removal apply. *Parking is not permitted on secondary streets when there is a snowfall of 3" or more and it is strongly recommended that residents remove their cars from the streets to avoid being ticketed or having their vehicles towed.*
5. SPECIAL NOTE: Please do not use salt on concrete steps, stoops, and walkways because it corrodes and damages the concrete. Sand is the preferred substance.

N. STORM DOORS & WINDOWS

1. Storm doors or windows may be replaced with Board approval (Architectural Application Form) with the style door specified on the Maintenance and Replacement List or conforming to the codes, specifications, and colors adopted by the Association.
2. All new or replacement storm doors or windows must conform to the codes, specifications, and colors adopted by the Association.
3. Exterior storm doors, made of steel, and/or otherwise designed with bars and/or rails as a security measure against intruders are prohibited.
4. Homeowners may be required to remove any inappropriate door which has been installed without prior Board approval.

O. SUMP PUMPS

1. Sump pumps are the responsibility of the owner.
2. The Board has no responsibility for any transactions between residents regarding sump pumps.

Comment: Not all units are equipped with sump pumps. Units which have walkout basements or English basements generally do not require sump pumps. Some buildings have a sump pump located in one unit, which may serve other units in that building.

IV. LANDSCAPING

Pursuant to Article VIII of the Association's Covenants no changes of any kind to landscaping, including additions or deletions, shall be made by any homeowner without prior consent of the Board.

A. ALTERATIONS TO LANDSCAPING

1. Home owners are prohibited from making changes to, planting or removing trees, bushes, grass or other plantings. Any alterations made without prior written approval shall be in violation. Alterations, plantings, destruction or removal of new or existing landscaping will result in replacement or removal by the Board at the expense of the homeowner responsible.
2. Homeowners planning any landscape addition or alteration, must complete the Landscape Application Form for approval. This form is located in the Homeowner Manual and can be downloaded from the Kirkwood website: www.kirkwoodhomes.org.
3. The landscape plan approved by the Board must be adhered to.
4. If changes are made to the plan after Board approval, those changes must be re-submitted to the Board again for approval. If re-approval is not obtained, the work done is subject to removal and replacement at the homeowner's expense.
5. Homeowners shall be responsible for the care and maintenance of any landscaping installed.

B. HOMEOWNER RESPONSIBILITIES

1. Watering of trees and shrubs and plants as needed.
2. Removal of all obstacles from lawn prior to mowing by landscaping company.

C. WATERING

1. The Board, on occasion, may provide for the installation of new or replacement lawns, shrubs, trees or other landscape materials for a unit or an adjacent Common Area. When the Board does so, the homeowner shall be notified regarding the necessary care and watering of the material planted.
2. If a home owner fails provide the necessary care and watering, the Board will provide the necessary care at the owner's expense.
3. Similar notification may be given to all owners in case of expected or current periods of unusual weather such as droughts.

D. EXTERIOR DECORATIONS

The Board controls exterior maintenance and appearance of all homes. No items may be placed in the Common Areas other than those items installed or approved by the Board.

1. Allowed outdoor decorations are limited to a home's immediate area, which includes the door, entryway, decks, trees or shrubs.

2. Decorations shall not interfere with landscaping services.
3. No items of any nature shall be nailed or attached to the exterior siding or fixtures.
4. The homeowner shall be responsible for clean-up and disposal of decorations, and for any and all damage caused by the decorations to the building exterior or Common Areas.
5. All owners who do not comply shall be subject to fines and removal of the objects that are in violation.
6. The Board reserves the right to impose limits in any situation deemed necessary.

a) ITEMS ALLOWED WITHOUT BOARD APPROVAL:

1. A maximum total of three outdoor items will be allowed in front or side yards, or at the entry of a home. Items such as seasonal wreaths hanging on front doors are not included.
2. Units with existing front patios are also limited to three items. Furniture can be displayed but must be of a natural material and/or a color to match the siding.
3. Outdoor plant containers must contain live plant
4. Annual flowers may be planted only in existing beds or landscaped areas and must be maintained and watered during the season.
5. Garden hoses must be hidden from view and/or stored in a container that matches the siding and later removed for the winter.
6. Lawn decorations, statuary or birdbaths, feeders, gazing balls and water fountains and other such items are allowed only in the back of homes and not visible from the street and limited in quantity as determined by the Board.
7. Trellises must be free standing and match the siding color.
8. Dark brown mulch only.
9. American or military flags with bracket attached to garage doorframe only.
10. Temporary holiday lights on shrubs and trees.

b) ITEMS NOT ALLOWED (but not limited to):

1. Any attached plant hooks, ornamental decorations, signs, planters or similar items to the exterior siding.
2. Hanging items attached to the overhang. (Use shepherds hooks or plant stands).
3. Lawn or driveway edgings or fencing of any kind.

4. Any yard signage, including security system signs. The preferred method of displaying security signage is a window sticker, affixed to the interior of the front window.
5. Awnings, canopies, sunshades or similar items.
6. Bird feeders, houses or bird baths or similar items in the front or sides of units.
7. Vegetable plantings in the ground.
8. Sports, seasonal or other flags, except for American or military service flags as noted above.

E. EXTERIOR HOLIDAY AND SEASONAL DECORATIONS

1. Exterior **fall holiday** decorations may be displayed the last week of September and must be removed by November 30.
2. Exterior **winter holiday** decorations may be displayed after Thanksgiving and must be removed by January 15th of the following year.
3. For **all other holidays**, decorations shall not be set up earlier than fourteen (14) days before a holiday and must be removed no later than fourteen (14) days after the date of the holiday.
4. Allowed outdoor decorations are limited to a home's immediate area, which includes the door, entryway, decks, trees or shrubs.
5. Lights or decorations shall not be attached to the exterior siding or hung from any fixtures or gutters. Lights or decorations should be limited to trees or shrubs. Permanent decorative lighting of trees is prohibited.
6. Decorations such as **inflatable or plastic displays are not allowed** in front yards or Common Areas.
7. The Board reserves the right to require removal of such decorations it deems excessive, offensive, or unsightly or to cause a nuisance to community standards.

F. OUTSIDE CONTRACTED SERVICES

The Management may contract with professional service companies to perform maintenance work in Kirkwood.

LANDSCAPING SERVICES

- April through November
- Spring and fall cleanups
- Lawn mowing and trimming
- Lawn fertilization
- Lawn weed control
- Edging
- Trimming and pruning of shrubs

TREE SERVICES

- Trimming and pruning of trees as needed
- Treatment of trees as necessary
- Spraying for insects as needed

PEST CONTROL SERVICES

- Exterior spraying only

V. MISCELLANEOUS RULES AND REGULATIONS

A. ACCIDENTS AND EMERGENCIES

In the event of an emergency or accident involving a unit, contact the Board after notifying the appropriate authorities first.

B. BUSINESSES IN HOME

1. No industry, business, trade occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property.
2. This shall not be construed to prevent or prohibit a homeowner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his home or conducting incidental commercial activities.

C. COMMON AREAS

1. Any activity that creates a nuisance or annoyance to other residents, damages any Common Area, or disrupts the peace is prohibited.
2. Storage of any kind is prohibited in any Common Areas.
3. All personal toys, recreational equipment, bicycles, and the like must be removed from Common Areas by sunset.
4. Homeowners may not enclose any portion of the Common Areas with a fence or other boundaries.
5. The Board must approve any trees, shrubs, or plantings to be installed on the property.
6. Homeowners are responsible for keeping lawn areas immediately surrounding their respective homes clear and free from debris.

D. COMMON AREAS DAMAGE

1. If maintenance or repair to any Common Area element is necessary because of the willful or negligent act of any homeowner, their family or guests, the repair expense shall be the responsibility of the homeowner.
2. The Board will repair the damages and all expenses incurred will be the responsibility of the homeowner.

E. COMMUNITY BULLETIN BOARD

The community bulletin board is located near the Kirkwood mailboxes. Homeowners must submit event signs and notices to the Board for approval prior to posting.

F. DELIVERIES AND DUMPSTERS

Deliveries shall be made in such a manner that any delivered material, dumpster or other such containers are not stored on the Common Areas or driveways longer than three (3) days. Please contact the Board for approval if more than three (3) days are required.

G. FIREWOOD STORAGE

Firewood shall not be stored outside of a home except on the rear deck or patio, away from the foundation, and not stacked higher than the railing.

H. GARAGES

1. Garages shall be used primarily for storage of vehicles and other items.
2. No exterior alterations may be made to the garage doors.
3. Garage doors shall be closed at all times unless the owner is engaged in an activity that requires the door to be open. *(See Comment)*
4. Homeowners may leave garage doors open no more than fifteen (15) inches from the ground during the summer months to increase ventilation when home
5. Except for emergency repair work, automobile repair or maintenance work shall be performed inside the homeowners' garage.

Comment: In addition to discouraging crime, closed garage doors prevent the entrapment of rodents who may chew their way out of a closed garage. The Geneva Police Department, as a part of the Neighborhood Watch program in which Kirkwood is enrolled, requires that garage doors be closed and locked whenever possible.

I. GARAGE SALES

1. One public sale, such as garage or estate sale, is permitted per homeowner per year. They may be held no more than three (3) consecutive days. Signage for all public sales must be removed by the end of the day or by the end of the sale.
2. One community sale for all homeowners may be organized per year as approved by the Board.

J. GARBAGE REMOVAL AND RECYCLING

1. Garbage and recycling is the unit owner's responsibility. All garbage must be tagged in accordance with the approved city refuse stickers or in approved city containers.

2. Garbage should be put out the morning of pick-up. Please avoid placing it out earlier than the day of pickup to prevent attracting skunks, raccoons, etc.
3. Garbage shall be contained securely. If weather, animals or the homeowner's carelessness spills their garbage, the homeowner must clean it up immediately. If garbage is not secured and escapes containment, it may result in a fine to the offending homeowner.
4. The homeowner must retrieve all containers on the day of the pickup.
5. Garbage containers must be kept indoors at all times other than for pick up.
6. Special refuse pick-up items such as appliances and other large disposals are to be arranged by the homeowner. Items should not be curbside for more than three (3) days.
7. All applicable City of Geneva ordinances shall be observed with regard to regulations for garbage pickup and recycling. Please note that due to some holidays, the scheduled pick-up may be a day later.

Comment: Call City Hall for information regarding schedules, yard waste, containers, etc.

K. GRILLS, HOSES, REELS, AND OUTDOOR FURNITURE

1. Outdoor furniture and grills should be confined to the rear of homes where they are not visible from the street and shall not be placed in Common Areas. Entertaining and barbecuing should be confined to rear patios or decks.
2. No hose reels or other such items may be attached to the exterior siding. Hoses must be kept out of view when not in use.
3. All hoses and freestanding reels must be stored inside during the late fall season and throughout the winter.

L. SOLICITORS AND DISTRIBUTION OF LITERATURE

1. Management approval of an item is needed for any Kirkwood homeowner seeking to distribute literature on the property.
2. No solicitors are allowed in the Kirkwood Homeowners Association.

M. NUISANCE AND NOISE RULES

1. No loud or intrusive activity shall be carried on in any home, Common Area or public area that will infringe on the right of others to peaceful enjoyment of their home.
2. Unreasonable noise, pet noise, operating equipment and other disturbances are prohibited.
3. Entertaining and barbecuing should be confined to rear decks and patios.

N. OWNER RESPONSIBILITY FOR DAMAGE TO PROPERTY OF OTHERS

1. Any willful or negligent act caused by any homeowner, their family or guests, to any Common Area elements of another resident, is the financial responsibility of that homeowner.
2. The Board will repair the damages and all the expenses incurred will be the responsibility of the negligent homeowner.

O. PARKING and VEHICLE INFORMATION

All City of Geneva ordinances applicable to street parking shall be observed.

1. GENERAL PARKING

- a) Only personal vehicles may be parked in the Common Areas or on driveways.
- b) No vehicle is allowed to drive, stand, or park on any unpaved area.
- c) All motor vehicles shall display current license plates and be maintained in proper operating condition.
- d) Motorcycles and vehicles other than automobiles shall be parked only on the homeowner's driveway or in the garage. Any storage of disabled vehicles or recreational vehicles except in garages is prohibited.
- e) No recreational vehicle, trailer, non-powered camper, boat trailer combination, dumpster or storage container shall be parked in Kirkwood for more than three (3) consecutive days.
- f) Residents and their guests shall keep their vehicles in their respective garages or driveways. Vehicles parked in the driveway may not extend into the street

2. KIRKWOOD COMMUNITY CENTER PARKING

- a) Community Center parking spaces are reserved strictly for the use of residents and their visitors to the Community center, pool or tennis courts.
- b) Unauthorized overnight parking in clubhouse parking spaces, by residents or residents' family members or friends, may result in notification of a violation and the subsequent towing of the vehicle if it is not removed. Moving the vehicle from one space to another does not constitute removal from the property.

3. AUTOMOBILE REPAIR

- a) Garage doors shall be closed at all times unless the owner is engaged in an activity that requires the door to be open.
- b) Except for emergency repair work, automobile repair or maintenance work shall be performed inside the homeowners' garage.
- c) Repair or maintenance work does not include washing and waxing vehicles.

P. PERSONAL PROPERTY

1. Personal property shall not be stored or left lying on any landscaped areas, or on the exterior front or side of the premises, or visible from the street.
2. Exterior clotheslines are not permitted. Rugs, clothing, bedding, etc., shall not be hung or draped on decks, patios, shrubs or trees in the front, side or rear of a home.
3. Garbage bins, water containers, newspapers, or other items shall not be left out for longer than 24 hours.
4. Seasonal items when not being used for the present season must be stored out of sight.
5. Areas under decks are to be kept free of items that are obviously discarded. Items such as old windows, screens, doors, and patio furniture should be properly disposed of. Any personal items stored under decks should be arranged neatly and kept to a minimum.

Q. PETS

1. All pets must be registered with the City of Geneva. All dogs and cats must be vaccinated for rabies.
2. Pets are limited to no more than a total of two dogs or cats residing at a home.
3. Only dogs, cats, birds or fish of a breed or variety commonly kept as household pets are allowed
4. All animals must be housed within the owner's home.
5. Outside pet enclosures, invisible underground shock fences, or doghouses are not permitted at Kirkwood.
6. Dogs must be on leashes whenever outdoors. The applicable City of Geneva ordinances must be observed. *(See City of Geneva Ordinance on page 35)*
7. Unattended pets may not be tied up, chained, or put in a run anywhere in the community. Pets may not be tied up on a deck or driveway or placed in a garage with an open door.
8. Pet owners are responsible for the immediate removal of their pet(s) waste in Common Areas, streets, the owner's own premises as well as the premises of other homeowners, per city ordinance.
9. Animal waste must be disposed of at its owner's home only.
10. Pets must not present a noise or other nuisance to residents. A pet that barks incessantly is a nuisance and should be taken inside. The owner of any such pet will be fined.
11. The pet owner is responsible for any personal injury or Common Area damage cause by their pets or pets visiting their homes. They will be responsible for all costs involved. The homeowner shall also indemnify the Homeowners Association and its agents and hold them harmless against any loss or liability of any kind.

The Board does it best to inform pet owners of these regulations and respond to animal complaints. If you are upset by recurring violations, your best action is to contact either of the following agencies:

Geneva Police Department	(630)232-4736	Animal Control Issues
Kane County Animal Control	(630)232-3555	Animal Control Issues
Kane County Health Dept.	(630)208-3801	Animal waste problems

City of Geneva Ordinances:

1. *Sec. 6—22. Restrictions on dangerous or noisy dogs.
Any dangerous, fierce or vicious dog running at large in any place within the city whether upon private premises or not, and any dog which unduly disturbs the quiet and peace of any person or neighborhood within the city, or any dog that shall bite any person or injure any person shall be declared a nuisance. Such dog shall be taken up and impounded in the manner provided in this article.*

*Sec. 6—25. Exercising dogs; responsibilities.
Any person walking a dog shall use a leash and shall be responsible for cleaning up and proper disposal of any deposits of feces upon public or private property.*

*Sec. 6—26. Penalty provision for violation of article.
Any person, firm or corporation violating any provisions of this article shall be fined not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.*

Please check the City of Geneva website for current Ordinance information.

R. PLAYGROUND EQUIPMENT

1. Permanent playground equipment, including but not limited to sandboxes, swing sets, slides, and basketball backboards and hoops, are not permitted except those installed by the Board.
2. Portable basketball hoops and other sport-like equipment is not allowed. The tennis court area is provided for those activities.
3. Other non-permanent equipment must be removed and stored daily from Common Areas.

S. SEASONAL VACANCIES

1. Owners who vacate their home during the winter months must have a current local Emergency Contact on file with the Management. It is recommended that they maintain a minimum of heat in their home (60°F). This includes all unoccupied homes.
2. Newspaper and mail delivery should be discontinued temporarily.

T. SIGNS AND ADVERTISEMENTS

1. Commercial, political, signs or advertising material including banners, balloons, etc. are prohibited anywhere within the community except for For Sale, Open House, Garage sales or similar events as indicated. All such items must be removed at the end of the event.
2. For Sale' signs, not to exceed 24" x 30", may be displayed from the interior side of the home owner's 2nd story window only. Only one sign per home is allowed.
3. Directional signs for real estate "Open Houses" and similar events may be placed at the entrance to Kirkwood and at the relevant home. Such signs are limited to two per home for each open house and all such signs must be removed at the end of the event.
4. Special event signs (Happy Birthday, birth announcement, etc.), are allowed but must be removed within three (3) days.
5. Signs shall not be attached to the exterior of any building.
6. Any yard signage is prohibited, including security system signs. The preferred method of displaying security system signs is a window sticker affixed to the interior of the front window.

U. SNOW REMOVAL

1. The Board contracts with a professional snow removal service.
2. Driveways, sidewalks and common area snow removal shall be done based on a registered snow fall of 3" or more.
3. A driveway will not be cleared if a vehicle is parked in the driveway.
4. The City of Geneva is responsible for snow removal and maintenance of all streets. City of Geneva regulations regarding snow routes, parking and snow removal apply.

Parking is not permitted on secondary streets when there is a snowfall of 3" or more and it is strongly recommended that residents remove their cars from the streets to avoid being ticketed or having their vehicles towed.

5. ***SPECIAL NOTE: Please do not use salt on concrete steps, stoops, and walkways because it corrodes and damages the concrete. Sand is the preferred substance.***

V. WILD LIFE ANIMAL CONTROL

1. It is the homeowner's responsibility and expense to capture and dispose of any offending animal(s) that enter a home, attic or burrows underneath an exterior structure or deck.
2. Any damage incurred to the interior of the home is the owner's responsibility.

For removing animals, you may call:

Geneva Public Works: (630)232-1501
Kane County Animal Control: (630)232-3555
Any Private Animal Control

VI. KIRKWOOD AMENITIES

A. SWIMMING POOL

1. POOL USE

- a. The Kirkwood Homeowners Association assumes no responsibility for personal injury or damage to property as a result of the use of these facilities. Homeowners and their guests use the pool and pool area at their own risk. There are no lifeguards on duty.
- b. Homeowners who are delinquent on their assessments will have pool privileges revoked.

2. POOL HOURS

- a. The pool is open approximately 10:00 A.M. until dusk daily during the season (Memorial Day weekend to Labor Day weekend) except when inclement weather and special occasions occur. The Board determines the pool season and hours.
- b. Swimmers are required to leave the water upon request for maintenance purposes. This activity will normally take place before 10:00 A.M.

3. POOL KEYS & POOL TAGS

- a. A pool key is required for entrance to the pool and one key was issued to each unit. The key may not be transferred. There is a \$50.00 replacement fee for lost keys.
- b. Pool tags have been issued to all homeowners. Each unit is allocated eight (8) pool tags for homeowner and guest use. There is a replacement fee for lost tags. All homeowners and guests must display a tag on their swimsuits. It is the responsibility of all homeowners to assist in questioning strangers not displaying appropriate pool tags.
- c. Any homeowner permitting use of his pool key, or tags to an unauthorized person will be subject to the loss of pool privileges for 10 days. Repeated violations may result in the termination of pool privileges.

4. GUESTS

- a. Kirkwood pool usage is limited to homeowners and immediate family members permanently residing in Kirkwood and their guests.
- b. A homeowner must accompany their guests at all times in the pool and pool area.
- c. Homeowners and guests may not exceed a total number of eight (8) people.
- d. Large groups of swimmers, such as a school class or team, are not permitted. Pool use is for casual groups of homeowners and not for parties.
- e. Homeowners are responsible for the actions of their guests in the pool and pool area and for any pool property that is broken or damaged by them or their guest(s).

- f. If unauthorized persons refuse to leave the pool area, the Geneva Police Department should be called. In doing so, you are acting for the Kirkwood Homeowners Association and not as an individual.

5. CHILDREN

- a. A responsible adult (minimum age of 18) must always accompany children age 17 and under.
- b. Infants who normally wear diapers must wear swim diapers. Younger children must be toilet trained in order to use the pool.
- c. Children must be supervised in the Community Center bathrooms at all times.

6. POOL RULES

- a. No one may enter the pool area alone or swim alone. (State Regulation)
- b. No person under 18 years old shall be allowed in the pool area unless accompanied and attended by a person 18 years or older.
- c. Persons with skin, eye and ear infections, transmittable conditions or any other condition, which has the appearance of being infectious, are not allowed in the pool. Bandages of any kind are not permitted. Spitting or spouting water from the mouth or otherwise introducing contaminants into the pool is not permitted.
- d. All persons are required to take a shower with soap and water before entering or re-entering the pool. Please rinse off any oils or lotions, which might create hazardous conditions or interfere with efficient operation of the swimming pool before entering the pool or the pool may have to be closed unnecessarily due to oil residue.
- e. Absolutely NO DIVING is permitted from any place within the pool area.
- f. No food, gum or smoking shall be allowed in the gated pool area. Such activities are to be confined to the designated area outside the pool area.
- g. Beverages are permitted inside the gated pool area, but only in paper or non-breakable plastic containers.
- h. Refuse must be placed in the proper trash containers before leaving the pool area. Trash containers are for pool refuse only.
- i. Swimmers must wear swimsuits; cut-offs or shorts are not allowed
- j. Flotation devices that are worn are permitted. Parents must supervise their children who are wearing flotation devices. Due to safety concerns, large flotation devices upon which bathers sit or lean are not permitted when pool has more than six occupants.
- k. Running, boisterous behavior or rough play is not permitted anywhere in the pool or pool area.

- l. Sound equipment, i.e. radios, tapes or disc players, etc. shall only be used with earphones.
- m. Games (i.e. Marco Polo, water volleyball, etc.), which infringes on the use or enjoyment of the pool by others are strictly prohibited.
- n. The pool area must be kept free from tennis equipment, pets, scuba equipment, glassware, grills, picnic food or equipment, etc.
- o. The lifesaving equipment, the safety line across the pool and maintenance hoses are not play items. Do not remove them from their proper places except in an emergency.
(State Regulation)
- p. No swimming when:
 - An electrical storm is in the area
 - Air or water temperature is below 70(air) 65(water) degrees
 - A condition of the water is unfavorable to swimmers.
 - A violent storm or tornado watch is in effect for the area.
- q. With the exception of the pool rest room, the Community Center is off limits to persons in swimming suits.
- r. Continuous problems should be referred to the Board for appropriate action. The Board may revoke pool privileges if the pool rules are not followed.

B. TENNIS & BASKETBALL COURTS

1. COURT RULES

- a. Only homeowners and their guests may use the courts.
- b. One person may not hold the courts.
- c. Players must wear tennis or gym shoes.
- d. Bicycles, skateboards, roller blades or inline or roller-type skates, or baseballs are prohibited from use on side of the courts with nets intended for tennis.
- e. The homeowner will be responsible for any willful or negligent damage to the equipment on the courts and expense thereof.
- f. Good sportsmanship and consideration of others is expected at all times.

VII. ENFORCEMENT OF RULES AND REGULATIONS

A. POLICY

1. It is desirable that neighbors who share common ground understand that rules are not intended as a restriction on any homeowner's rights but rather as a guarantee of an equitable and necessarily measured right, clearly limited by the rights of each and every other homeowner.
2. The Board is charged with the duty of enforcing all applicable Covenants, Bylaws, and Rules & Regulations. Homeowner compliance is anticipated to be voluntary and is normally self-enforcing. The Board or its duly authorized agents will notify homeowners directly in the event of non-compliance. Inspections will be conducted at a minimum of once a year.
3. The Board, to enforce its Rules and Regulations, may exercise any or all of the following actions:
 - Impose a fine or administrative expense for each violation.
 - Require corrective action; and/or
 - Charge any and all costs, expenses, losses, damages, including without limitation attorney fees incurred by the Association as a result of the violation or arising out of the enforcement of these Rules and Regulations.
 - Charges may also be levied if notices have been ignored.
4. The Association has adopted, by resolution, the Illinois Forcible Entry and Detainer Act. This empowers the Association to obtain a court order for possession of a home if an owner fails to pay assessments. A formal foreclosure is not necessary. In addition, the Board is authorized to apply for a court injunction to enforce all Covenants, Bylaws, and Rules & Regulations.
5. Home owners will be held responsible for the infraction of any rule set forth in this document, by themselves, their children, their pets, guests or lessee(s)*. If a homeowner's children, pets, guests or lessee(s) violates or is liable for a violation of the declaration, by-laws, or rules, the Board or its duly authorize agents may levy a fine.

B. RULES AND RESPONSIBILITIES NOT LISTED IN RULES AND REGULATIONS

1. For the purpose of this document, any other items of homeowner responsibility listed in the Association documents will be considered to be listed here. Any violations of such items shall be handled in the same way as those specifically listed here. These Rules and Regulations adhere to the Declarations and Covenants of the Association.

C. REPORTING VIOLATIONS

1. The Geneva Police should be called for immediate action regarding the violation of city ordinances such as excessive noise, trespassing, traffic violations, or leash law violations, etc.
2. Any violation of Kirkwood Homeowners Association Rules and Regulations should be reported on the Management Phone Line, or in writing. (See Form Section)

3. Any homeowner complaint that alleges a violation of the declaration, by-laws, or rules must be made in writing to the Board. At a minimum, a complaint must set forth the following information:
 - a. The name, address and phone number of the complaining party or witness, which shall be kept confidential.
 - b. The homeowner's name and address against which the complaint is filed.
 - c. The specific details or description of the alleged violation, including the date, time and location of the violation.
 - d. A statement by the complaining party that they will cooperate in the enforcement procedures and will provide necessary testimony at any hearings, which may be necessary.
 - e. The signature of the complaining party and the date on which the complaint was made to the Board.
4. The Board recommends the gathering of evidence such as photographs to illustrate the nature of the violations. Upon receiving a written complaint of an alleged violation, the Board will send the homeowner a notice of the alleged violation and date, time and place of a hearing.

D. VIOLATION PROCEDURES

1. In the event the Board observes a violation in the normal course of their duties, as a matter of record, the information must also be reported in writing or reported to the Management Phone Line, and the homeowner will be notified.
2. A notice will be mailed or presented to the homeowner by the Board. The first violation, at the discretion of the Board, may be considered a warning. A fine may be levied at this time. Maintenance items needing corrective action are reported to the Homeowner using the Maintenance Alert form. The violation response requirements listed below apply.
3. The homeowner has 15 days to respond to the notice of violation by returning the bottom portion of the form, indicating when the violation will be corrected. If the homeowner does not respond, a Board member will call to confirm that the form was received. If not, the form will be sent again. If the form was received but the homeowner has not responded, the Board member will reiterate the need to respond within a second 15 days or a fine will be assessed. If the homeowner does not respond within the second 15 days, a \$100 fine will be assessed. If a third 15 days lapses without a response from the homeowner, a second fine of \$50 will be assessed. If another 15 days lapses without a response from the homeowner, a fine of \$5/day will be assessed until the Board receives written commitment correct the problem or problem is corrected. .
4. If any violation has resulted in willful and negligent damage to any Common Area property or any unauthorized condition on the home, which has not been repaired, the Board shall proceed to have the violation corrected and the homeowner shall be assessed for the full cost of labor and materials required and any additional charges.

E. VIOLATION HEARING PROCEDURE

Upon request by a homeowner:

1. The Board will convene a hearing to review evidence of the alleged violation. All proceedings may be conducted informally. The only persons who may attend the hearing shall be the Board (no less than three members), attorneys, the involved parties and witnesses, or others who may be invited by the Board. After hearing both sides, the Board need only determine if a violation occurred and, if so, assess a fine and the amount, if any, of other expenses incurred by the violation.
2. 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 their behalf. The alleged violator has the right to present a defense and evidence regarding the accusation. An attorney may represent the homeowner.
3. Following the hearing, the Board may discuss the violation and hearing in a closed session in the absence of the homeowner or witnesses. However, the Board shall vote and issue its determination regarding the alleged violation in the open session. The decision of the Board made by majority vote shall be final and binding.
4. If a homeowner fails to attend the hearing, the allegations in the violation notice may be taken as if admitted by the homeowner.
5. The Board will notify the homeowner of its determination. If found to be guilty of any violation, including a first violation, the Board will repair any damage or any unauthorized condition of the property and charge the costs or repairs and any legal expenses incurred by the Board as a result of the violation to the homeowner.
6. Upon the determination of a violation, the homeowner may be assessed a minimum fine of \$100. Payment of fines, charges, costs or expenses shall not become due and owing until the Board has completed its determination. After determination, any and all fines, charges, costs or expenses will be added to the homeowner's account and payable on the first of the next month.

F. FINES (SEE KIRKWOOD FEES LIST)

1. Any and all fines, charges, costs or expenses assessed against the homeowner will be added to the assessment payment due and payable on the first of the next month.

G. APPEALING FINES

1. Any homeowner who has been assessed with a fine shall have the right to appeal to the Board at a meeting to be held within 30 days from the date the fine was assessed. The homeowner must notify the Board in writing of his wish to appeal the Board's decision within seven (7) days from the date the fine was assessed. The decision reached by the Board at such a meeting shall be final. The individual who filed a complaint against another homeowner must be present at the meeting or the violation and/or fine may be cancelled.

2. If no request for a hearing is filed or the homeowner fails to attend his appeals hearing, the hearing will be considered waived, the allegations shall be deemed admitted and appropriate fines shall be imposed. The Board shall notify the homeowner of any such determination in writing.

H. DISREGARDING BOARD DECISIONS

1. Failure to make any payment(s) on time, shall subject the homeowner to all of the legal proceedings necessary for collection. All charges assessed shall be added to the homeowner's account.
2. Upon further or continuing violations by a homeowner, the matter will be forwarded to the Board's attorney for appropriate legal action. All attorney's fees and costs incurred will be assessed back to the homeowner.
3. Notices are deemed served either by personal delivery at the time of the delivery, or by Postal Service delivery

I. EXPANSION OR AMENDING RULES AND REGULATIONS

This list of rules and regulations may be amended or expanded from time to time without notice by the Kirkwood Board of Directors. Every attempt will be made to keep homeowners current regarding any change. Homeowners may expect to be notified in writing by the Association of any substantial changes in Rules & Regulations that may occur after the effective date of this current edition.

KIRKWOOD FEES LIST

	Fee/Fine	Next Fee	Late Fee	Interest	Notes
ASSESSMENTS					
Late Assessment Payment	\$50.00				Postmarked after 5th or if left in Red mailbox
Check Bank Returned	\$25.00				Plus \$50 Assessment fee if late
INSURANCE					
Insurance Coverage Certificate	\$100.00				For each 30 days not produced
CLOSING STATEMENTS					
Standard	\$200.00				Per each request
Expedited - Less than 5 Days		\$50.00			Business Days' notice
Expedited - Less than 1 Day*		\$25.00			*All fees charged
Form 22.1 or Other Closing Forms	\$100.00				
Kirkwood Handbook Non Return	\$100.00				To KHA upon moving/selling
RULES & REGS. VIOLATIONS					
First Violation w/no response	\$100.00				First Violation w/no response
Second notice of violation		\$50.00			
Continuing violation after 2nd notice.		\$5.00			Per day after third notice
BUILDING VIOLATIONS					
No Application Form/Approval	\$100.00				
Item not in Compliance					
Item attached to siding					
Damages					
LANDSCAPING VIOLATIONS					
No Application Form/Approval	\$100.00				
Item attached to siding					
Ext. & Seasonal Decorations					
POOL VIOLATIONS					
Replace/Lost Pool Key (3 Day notice)	\$50				

VIII. MOVING IN/OUT OF KIRKWOOD

A. CHECK LIST FOR SELLING YOUR PROPERTY TO RECEIVE A CLOSING STATEMENT LETTER.

After placing your home for sale, please notify the Board. Upon the sale of any Kirkwood home, contact the Board to request a closing statement letter. The Board will release a closing statement after the homeowner has met the following conditions:

1. Applicable fees paid to the Kirkwood Homeowners Association for necessary closing paperwork.
2. The Kirkwood Homeowner's Handbook which contains the Declaration of Covenants, Conditions, Restrictions, Easements, By-Laws, and Rules and Regulations has been turned into the Board.
3. Eight (8) Pool tags and the Pool key have been turned in to the Board.
4. Upon termination of any network service or upon the sale of a home, contact the Board on the Management Phone Line. The Homeowner shall arrange to have the satellite dish removed at the expense of the homeowner. Attaching hardware does not need to be removed.
5. Obtain a paid assessment closing statement for your closing. If the homeowner fails or refuses to make payment of the assessments when due, the amount shall constitute a lien on the home as provided in the Declaration. Until all liens are cleared, the Board will not issue a closing statement letter.
6. Buyer(s) must provide proof of insurance at closing, with Kirkwood Homeowner's Association named either "additional insured" or "additional interest on the building portion only. By naming the Kirkwood Homeowner's Association as an "additional interest" or "additional insured", your insurance company should automatically mail the HOA the annual notice of current insurance coverage.
7. Emergency Information Form is obtained from buyers.

PLEASE ALLOCATE 15 BUSINESS DAYS FOR THE MANAGEMENT TO COMPLETE ALL PAPERWORK.

***FOR EXPEDITING PAPERWORK,
AN ADDITIONAL FEE WILL BE CHARGED.***

Please Note: In the event this handbook, pool key or eight pool tags are not returned to the Board or the current homeowner is not in possession of same, the closing statement will not be issued until replacement costs of handbook, key or tags is made.

B. SIGNAGE AND ADVERTISING

1. For Sale' signs, not to exceed 24" x 30", may be displayed from the interior side of the homeowner's 2nd story window only. Only one sign per home is allowed.

2. Directional signs for real estate “Open Houses” and similar events may be placed at the entrance to Kirkwood and at the relevant home. Such signs are limited to two per home for each open house and all such signs must be removed at the end of the event.
3. Signs may not be attached to the exteriors of any building.

C. RENTALS – FOR MORE DETAILS, REFER TO THE NO RENTAL AMENDMENT OF 2007
(Declarations & By-Laws Section)

1. Renting of homes to others for business, speculative or investment purposes is not allowed and all homes must be owner occupied, except as hereinafter provided:
 - a. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but it is not required to, grant permission to a homeowner to lease his home to a specified lessee for a period not to exceed one (1) year on such reasonable terms as the Board may establish.
 - b. Under no circumstances may an owner lease less than the entire home, nor may an owner lease certain rooms in a home to a resident to the exclusion of other residents in the home, nor may any home be leased for transient or hotel purposes.
 - c. All homeowners who do not reside permanently in the home owned by them shall provide the Board within thirty (30) days, their current resident address and telephone number where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating the homeowner who fails to provide such information shall be assessed to that homeowner’s account.
 - d. Unless otherwise provided by law, any homeowner 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 home, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of said homeowner caused by any delays in receiving notice resulting there from.
 - e. If repairs are needed in homes, the owners are responsible for reporting problems, for setting appointments for contractors, and arranging access if access to the inside of the home is necessary. All expenses of the Board incurred if the above access is not attainable will be assessed to the homeowner’s account.

D. FAILURE OF COMPLIANCE

- a. Failure to comply with any or all procedures is an automatic fine, which will be assessed to the homeowner until full compliance is met following notice to the homeowner and an opportunity for a hearing as outlined in these rules.