

THE TOWNHOMES OF
Sterling Manor

The Townhomes of
Sterling Manor
Condominium Association
Mailing Address
P.O. Box 7110
Libertyville, IL 60048-7110
847/364-9880

June 26, 2000

RE: Rules

Dear Unit Owner:

Please be advised notice is hereby given calling a meeting of the members on the date of July 26, 2000 at 7:30 p.m. at Geneva Park District Community Center, 710 Western Ave, Geneva, IL. The purpose of the meeting is to adopt the attached rules.

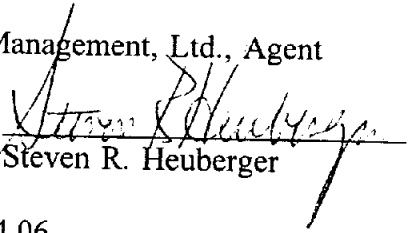
Following the membership meeting, there will be a board meeting. Any interested homeowners are welcome.

Very truly yours,

The Townhomes of Sterling Manor Condominium Association

Villa Management, Ltd., Agent

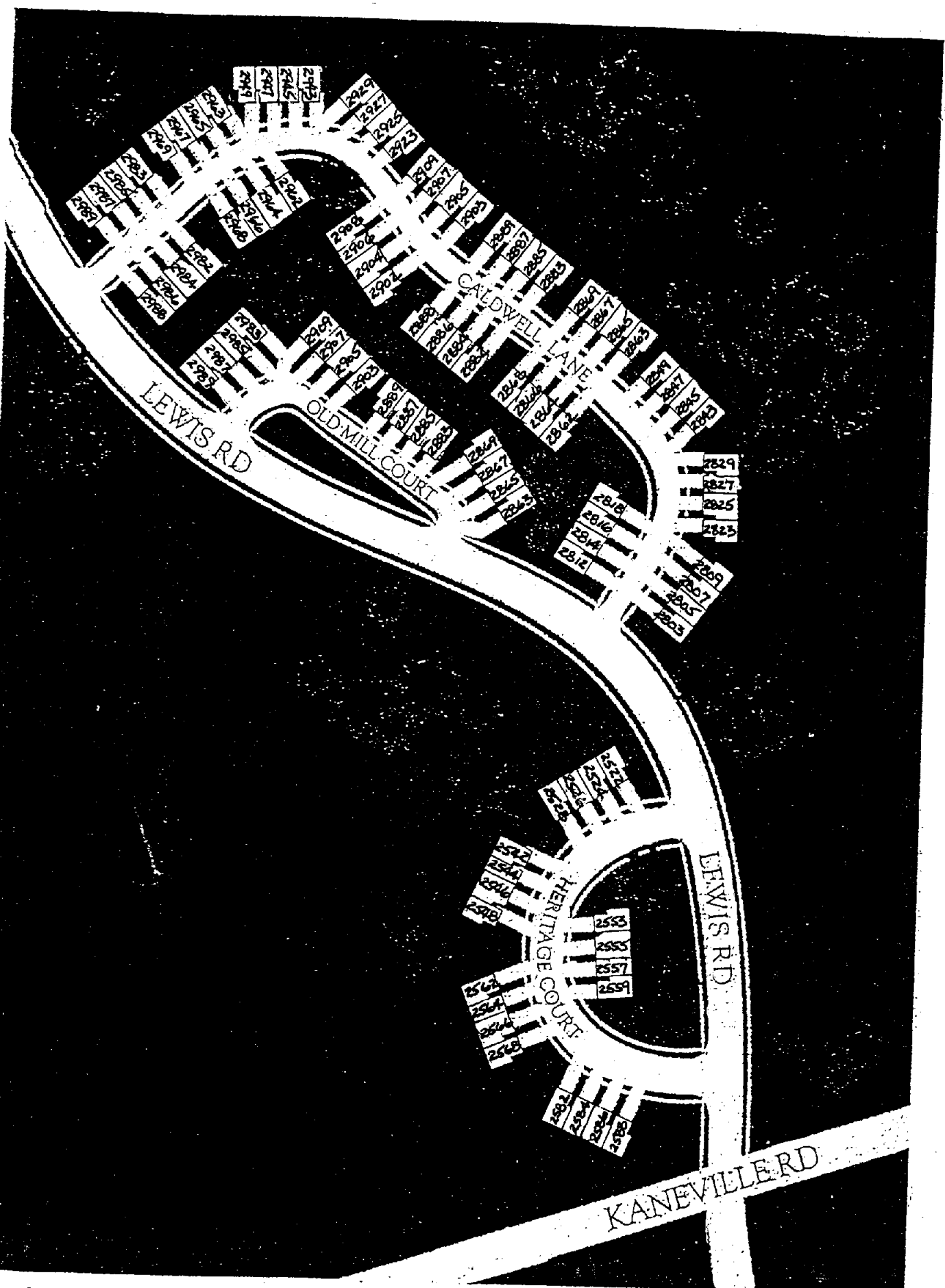
By:


Steven R. Heuberger

SRH/04.06

Townhomes of Sterling Manor Condominium Association

Effective



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OLD MILL COURT

HERITAGE COURT

LEWIS RD

KANEVILLE RD

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**This Manual is in addition to and
supplements the covenants of the
Townhomes of Sterling Manor Condominium Association**

Chapter 1

Administration

Section:

1. General. The Association is a not-for-profit corporation of 100 unit owners. Each unit has a vote, based upon its percentage of ownership, which may be cast from time to time on certain issues. One of those issues is the election of five (5) Owners to serve on the Board of Directors. Voting is non-cumulative.
2. Board of Directors. The Board of Directors of the Association is comprised of five (5) elected Owners. Terms are two (2) year. The Board of Directors administers the functions of the Association and sets policy. Board Members do not receive pay.
3. Board Meetings. The Board meets at periodic intervals. The exact date, location and time of the Board Meeting is published.
4. Annual Meeting. Each year, in the month of September, the Owners meet to elect or re-elect Board Members to fill the expiring terms. Notices will be sent to all Owners.
5. Management. The Board of Directors, pursuant to its powers, has retained the services of professional Management to handle day to day matters. Owners should contact Management.
6. Members. Membership in the Association shall include every person or entity who owns fee simple title in any Unit including contract sellers, beneficiaries of trusts holding legal title, and the Declarant while still holding title to any Unit.

Chapter 2

Advertising

Section:

1. Signs. No advertising signs or billboards shall be erected, placed or permitted to remain on the Property except as follows:
 - A. One "For Sale", "For Rent" or "Garage Sale" sign of not more than five (5) square feet may be maintained in the yard of a Unit.
 - B. All signs must be removed within 24 hours after the conclusion of the sale, lease, or garage sale.
2. Soliciting. No soliciting is permitted on the Property without prior written consent of the Board of Directors.

Chapter 3

Appearance Rules

Section:

1. Administrative Procedures. Owners requesting approval for appearance modifications, whether they are landscape or structural, must fill out in duplicate a "Appearance Change or Improvement" form depending upon the nature of the request and submit it to management. The application will be considered by the Board and you will be notified of its decision. For your convenience, application forms are made a part of this manual. Depending on the nature of the modification, building permits may be required from the City of Geneva. Please be advised that it is the responsibility of the individual Owner to obtain such permits. **In addition, no permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact J.U.L.I.E. (1-800-892-0123) to locate utility lines before commencing work.**

Any changes/additions to the exterior of a Unit or structural changes to the interior of a Unit, must be submitted to the Association with a detailed working drawing to 1/4" scale, including a full description of the materials and colors before installation. No work may commence without the approval of the Association. The Board of Directors has the authority to remove any violation(s) that have not been corrected after notification to the Owner by the Association. Any cost associated with the removal of the violation(s) will be billed to the Owner.

2. Antennas. No radio or television receiving or transmitting antenna or external apparatus shall be installed on the exterior of any building or on the exterior premises without the prior written consent of the Board; normal radio and television installations wholly within a building are acceptable. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain a master television antenna and transmission system to service the Property. Satellite dishes must be installed in compliance with Association safety regulations. - See Attachment 1.

3. Fences. Fences are prohibited.

4. Decks. Ground level decks, whether new or extensions, shall be constructed of wolmanized lumber and/or cedar. The total deck area, including extensions, shall be no more than 15 feet wide by 15 feet long and shall run along the boundary of the unit.

5. Patios Extensions. Patios extensions shall be pre-fab concrete block or concrete. The total patio area after extension shall be no more than 15 feet wide by 15 feet long and shall run along the boundary of the unit.

6. Window Air Conditioners and Fans. Window air conditioners and/or fans are prohibited.

7. Attic Fans. Attic fans are permitted subject to prior Association approval. All attic fans shall be installed by experienced, licensed, insured and reputable contractors.

8. Landscaping. The following modifications may be made without Association approval:

A. Flowers. Flowers or bulbs are permitted only in existing beds next to unit. Notwithstanding the aforementioned, no flowers or bulbs shall be installed near or around trees. Any tree that dies due to violation of this provision shall be replaced with a tree of the same size and species at the Owner's expense.

B. Hanging Baskets. A maximum of two (2) hanging baskets are permitted on the front elevation of the Unit on soffit and/or fascia only. Said baskets shall be removed and stored out of sight during the winter season.

9. Other Landscaping. Other than those landscape modifications mentioned in Section 8 above, all other landscape modifications shall require written approval of the Association.

10. Storm Doors. Storm doors shall be "clear view" style with no more than a 10" kick plate. Prior written consent of the Association is required. The color of the storm door shall be white or match the trim color of the building.

11. Awnings. Awnings are prohibited.

12. Barbecue Grills.

A. Grills. Only charcoal coal grills and L.P. gas grills are permitted.

B. Grilling. Grilling shall only be permitted on the driveway or patio. All grills shall be stored out of sight in the garage or on the patio once the grill has safely cooled. Grilling shall not be permitted closer than five (5') feet from the dwelling unit. Grilling under raised decks is prohibited for safety reasons.

13. Gazebos, Etc. Gazebos, overhead structures, dog houses, or screened-in structures are prohibited.

14. Unit Decorations. No lawn, patio, door, or stoop ornaments are allowed, including but not limited to planters, stick figures, ceramic artifacts, windmills or plaques that exceed two (2) feet tall by two (2) feet wide, by two (2) feet deep, unless otherwise permitted by these rules. No more than three (3) decorations in the front and three (3) decorations in the rear shall be permitted. Holiday wreaths, lighting, etc. are permitted, but shall be removed within four (4) weeks after the official holiday.

15. Sporting Equipment. Permanently installed sporting equipment, including but not limited to, basketball backboards and volleyball nets, are prohibited.
16. Portable Sporting/Recreational Equipment. Portable sporting equipment and childrens' recreational items are permitted provided they are removed and stored out of sight after use each day.
17. Flags. Flag brackets are permitted on Units. Vertical flag poles are prohibited. Flags shall not exceed three (3) feet by five (5) feet.
18. Exterior Light Fixtures.
 - A. Replacement fixtures shall match existing.
 - B. Only clear light bulbs are permitted in front fixtures.
 - C. Only white or yellow light bulbs are permitted in rear fixtures.
 - D. Malibu style lights may be permitted upon prior written consent by the Association, once the last unit has been sold by the developer.
 - E. No additional light fixtures are allowed.
19. Bug Zappers. Electric insect repellent devices are prohibited.
20. Kick Plates. Kick plates are prohibited on unit doors.
21. Garden Hoses. All garden hoses shall be coiled and stored flush against the exterior surface of the Unit out of view adjacent to sill cock or in garage. Mounted hose holders are prohibited.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Page -2-

6. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
7. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this Application.

All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expenses, such as attorney's fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

8. I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.
9. All verbal or written communication between the parties is expressed hereinabove, and no verbal understandings or agreements shall alter, change, or modify the terms and provisions of this Agreement, and the entire Agreement of the parties is expressed herein. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Further, this agreement shall not be modified or altered by subsequent course of performance between the parties. In addition, should any provision of this Agreement be found to be unenforceable, all other terms and provisions shall remain in full force and effect.

Section 4: Notice:

All Notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over, or mailed to the named applicant at his last known address by first class mail with postage prepaid.

X _____
Signature

X _____
Signature

Section 5: For Office Use Only:

Date Approved: _____

Date Rejected: _____

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

Chapter 4

Assessment Policy

Section:

1. **General**. The Association is funded by dues paid by each member. The dues are to be paid by the first of each month. Payment should be made by sending in your check payable to Townhomes of Sterling Manor Condominium Association. Please use the payment cards and envelopes provided at your closing. If you did not receive them, call management. You will not be billed for your monthly assessment.
2. **Delinquency**. Any assessment not paid by the first of each month.
3. **Late Charge**. A late charge of \$15.00 shall be charged if payment is not received on or before the fifteenth of each month.
4. **Legal Proceedings**. The Association reserves the right to initiate legal proceedings against any Owner who is delinquent. All court costs and attorney fees will be added to the arrearage of the Owner.
5. **Rule Violations**. Any penalties levied by the Board for Association rule violations not paid within fifteen days of the notification of Board's decision shall be deemed delinquent and subject to the above assessment enforcement procedures.
6. **Special Assessments**. From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.
7. **Revocation of Privileges**. All Association privileges are automatically revoked if the Unit owner is delinquent.

Chapter 5

Enforcement of Rules

Section:

1. Declaration Provisions. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws, and Rules. Failure by the Association or by any Owner to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.
2. Fine System. Violation of any Covenant, Condition, Restriction of the Declarations, By-Laws, or Rules shall be subject to a penalty not exceeding \$1,000 per violation and revocation of privileges until said penalty is paid and the violation corrected.
3. Procedural Rules. No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules.
 - A. Time Limitations. Complaints must be filed within 35 days of violation.
 - B. Hearing Body. The Board of Directors shall hear all complaints.
 - C. Continuances. Continuances shall be granted for cause, except each side shall be allowed one continuance without showing cause.
 1. Cause is defined as:
 - i. Party or witness out of town.
 - ii. Party or witness is ill.
 - iii. Death in family of party or witness.
 2. Requests for continuances must be communicated to the Board of Directors or management within a reasonable time before said hearing date.
 - D. Burden of Proof.
 1. Violation - unanimous Board decision required.
 2. Penalty - majority Board decision required.
 - E. Enforcement.
 1. Lien.
 2. Legal proceedings.
 3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural or appearance violations, etc. if the Owner has failed to do so within the time granted by the Association. All costs related to said Association action shall be back charged to the Owner and shall be added to any penalties already assessed and shall be subject to the enforcement provisions stated in these rules.
 - F. Definitions.
 1. Final Decision - Any decision of the Board is final.
 2. Consolidation - Where two or more complaints are filed against an Owner for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.

G. Complaints.

1. Owners may file complaints.
2. Board Members may file complaints, but not take part in the decision.
3. Committee members may file complaints.
4. Management may file complaints.

H. Notice. The complaint shall be delivered by personal service or by mail to the alleged violator's address a reasonable time before the hearing date.

I. Penalties. The Board may assess a fine for violation of any Association rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity.

J. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.

COMPLAINT HEARING

Date and Time of Hearing

Place of Hearing

FAILURE TO APPEAR MAY RESULT IN
A DEFAULT BEING ENTERED AGAINST
YOU IN THE FORM OF A FINE.

Complaint

COMPLAINANT:

(Address) (Phone) (Name)

VIOLATOR:

(Address) (Phone) (Name)

CLAIMED VIOLATION

Date(s) and Time(s):

Location(s):

What Happened:

(Name) (Address) (Phone)

(Name) (Address) (Phone)

AFFIDAVIT OF SERVICE

The undersigned states that I have served the attached complaint by placing the complaint in a properly addressed, sealed and stamped envelope in the U.S. Mailbox at: 800 S. Milwaukee Ave., Libertyville, IL 60048, on _____.

Complaint Server

The undersigned states that I have personally served the attached complaint upon the named violator or a member of his family above the age of 13 years, at the violator's address stated in the complaint on the _____ day of _____, 19__.

Complaint Server

Instructions to Complaint Server:

Please sign your name on the by-line that applies to the type of service you performed in serving the complaint. Sign one by-line only.

Chapter 6

Garbage Collection

Section:

1. All trash shall be placed in heavy duty plastic bags or heavy duty trash containers sealed at the top. Items that do not fit in such bags or containers must be neatly stacked and secured so they do not blow away during windy conditions. Items placed in recycling bins shall be weighted down to prevent blowing out of the bin. All trash must be placed on your driveway apron.
2. Trash shall not be placed out prior to 6:00 p.m. on the night before collection. All trash not picked-up shall be stored inside the dwelling unit no later than sundown the day of pick-up.
3. Regular collection and recycling is performed by the City of Geneva after 6:00 a.m. on Thursdays. If you have very large items, you may need a special pick-up. Stickers for trash pick-up must be purchased from local vendors and placed on trash bags.

Chapter 7

Insurance

Section:

1. Units. The Association shall obtain and maintain a policy or policies of insurance covering the Units (not including the contents, alterations and additions to the Unit and personal property stored elsewhere on the Property or in the Unit), subject to casualty contained in an "all risk" form insurance policy in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount endorsement. Owners are responsible for deductibles and any flood insurance as may be required by mortgagees.
2. Owners Insurance. Each Owner shall maintain at his own expense such insurance coverage as he may desire. Contact your own insurance agent or broker. The type of insurance policy that seems to fit best is called an H.O. 6 type policy. This type of policy generally provides property insurance for your contents, and liability insurance for your negligent acts. Be sure to request an endorsement for additions and betterments to your Unit or Limited Common Elements.
4. Common Elements. The Association provides insurance on the Common Elements in the form of:
 - A. Property coverage
 - B. Comprehensive general liability coverage
 - C. Directors and Officers Liability coverage
 - D. Workers compensation coverage
 - E. Fidelity coverage

Chapter 8

Limitations, Use and Occupancy Restrictions

Section:

1. **Animals.**

- A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or unit except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area.
- B. All pet owners are responsible for cleaning up after their pets in the Units and on the Common Elements. All pet owners shall comply with all City ordinances pertaining to pets.
- C. All pets must be kept on a leash when not within a Unit.
- D. All animals must be attended to at all times when not inside a Unit. Attended means within the visual or audible control of the Owner or his guests.

2. **Nuisances.** No nuisances shall be permitted. Nuisances shall be defined as any activity which unreasonably disturbs the peaceful enjoyment of the Units or Common Elements; or effects the health or safety or welfare of the residents, or Owners or Property, or detracts or threatens to detract from the property values of the Units or Common Elements.

3. **Commercial Activities.** No commercial activities of any kind, unless otherwise provided by the Declarations, By-Laws, or Rules, shall be conducted in any Unit or on the Property by Owners or occupants.

4. **Easements.** No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.

5. **Auto Repairs.** Owners or residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of said Unit. No repairs of any vehicles shall be allowable on common elements or on Limited Common Elements except as aforementioned.

6. **Lawn Furniture.** Lawn furniture, when not in use, shall not be left out on the common elements.

7. **Laundry/Clotheslines.** No laundry and/or clotheslines shall be placed on the exterior of any Unit or on the Common Elements.

8. **Recreational Vehicles.** The use on the Common Elements of recreational vehicles, including but not limited to snow mobiles, mini-bikes and go-carts, is prohibited.

9. **Storage Containers/Sheds/Doghouses.** Storage containers, sheds and/or dog houses or dog runs are prohibited on the exterior of a Unit.

10. **Newspapers/Fliers.** All newspapers, fliers, etc. shall be removed from the exterior of the unit within a reasonable period of time.

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

Chapter 9

Maintenance

Section:

1. Definitions.

A. Common Elements shall mean all portions of the Property except the Units, including Limited Common Elements, unless otherwise specified.

B. Unit. A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, or such other uses permitted by the Declaration, and more specifically described in Article IV of the Declaration.

C. Limited Common Elements. A portion of the Common Elements so designated in the Declaration or on the Plat, as defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of the Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Owner or Owners thereof shall be deemed a Limited Common Element, including but not limited to balconies, decks, patios, and driveways.

2. Common Elements. The Association shall maintain, repair, and replace the Common Elements.

3. Landscaping. The Association shall maintain and replace all landscaping on the Common Elements. The Association shall maintain and replace all original landscaping installed by the Developer on the Property. Any additions to landscaping added by Owner shall be the maintenance responsibility of the Owner. In addition, the Association shall have no obligation to maintain landscaping which is surrounded by shrubs or other objects preventing access.

Should any original landscaping die, it shall be the duty of the Owner to notify the Association so an inspection can be performed to determine the cause of death and the species of plant involved. Under no circumstances shall the plant be removed until the Association shall have made an inspection. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the Owner of the right to replacement at no charge.

The Association maintenance does not include a duty to water. Owners are responsible for watering all landscaping adjacent to their Units. In addition, should landscaping die as a result of the negligence of the Owner, the Owner shall be responsible for replacement. If the dead landscaping is not replaced after notice from the Association, the Association may replace said dead landscaping and back charge the owner for the cost. The Association will reimburse owners for watering common elements upon receipt of appropriate documentation.

4. Units. The Owner is responsible for maintenance, repair and replacement of the Unit.

5. Limited Common Elements. The Association shall maintain, repair or replace the Limited Common Elements subject to the right of the Association to do so and back charge the Units benefited. Notwithstanding the aforementioned, the Owner shall be responsible for the cost and repair, replacement or maintenance of the following Limited Common Elements:

- a. All door and their component parts, including garage door;
- b. All windows and their component parts;
- c. All walls, ceilings and floor with respect to which each Owner is entitled to exclusive use.

Chapter 10

Parking

Section:

1. Declaration Provisions. Each owner shall be provided with parking spaces on the driveway adjacent to his Unit and in his garage. The driveway is considered a Limited Common Element.
2. Recreational vehicles, trailers, and boats and disabled vehicles are prohibited from being parked or stored on the property, except in garages.
3. Parking Regulations. All owners and residents shall comply with all City ordinances and State laws and all posted or marked traffic signs or symbols, as well as, all notices distributed by the Association via the newsletter or otherwise.
4. Driveways. Parking of any vehicle in a manner which obstructs driveway or mailbox access is prohibited.
5. Heavy Vehicles. Vehicles with a weight in excess of 6500 lbs. are prohibited from parking or being stored on the Property, excluding public streets.
6. Special Vehicles. No commercial vehicles, buses, trucks (other than so called trucks commonly used in lieu of personal automobiles) limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Property, including any Parking Areas, unless within a garage with the overhead door completely closed.

Chapter 12

Safety

Section:

1. Fire.
 - A. Call Fire Department - City of Geneva - 911 - emergency; 630/232-2530 non-emergency. Then alert your neighbors, and finally call management.
 - B. Before exiting a room, feel the upper part of the door. If the door is warm or hot, brace one leg and hand against the door and open it about one half inch. If conditions are safe, evacuate the room. If you feel a rush of hot air, smoke or pressure, slam it shut. Seal cracks around door, and any other places where smoke could enter with wet towels, preferably. If smoke enters your Unit or room, open windows about three inches. Soak a large blanket, sheet, or throw rug and get under it near the window. Hold the edge of the wet material over the opening of the window to breathe fresh air.
 - C. Upon exiting your townhome, close all doors and windows and leave them unlocked for easy access for the fire department.
 - D. Keep the following items in your townhome:
 1. Flashlight.
 2. Candle.
 3. Masking tape for sealing cracks.
 4. Escape ropes long enough to reach the ground from the second story.
 - E. Install and maintain smoke detectors.
2. Tornado.
 - A. Stay as far away from outside walls and windows as you can.
 - B. Protect yourself from flying glass by staying behind large pieces of furniture.
 - C. Seek shelter in interior of first floor.
 - D. Sit on the floor with your knees up and place your head between your knees with your hands over your head for protection.
 - E. Try to take a battery operated radio, candles, or flashlight with you.
3. Security Disclaimer.
 - A. No Representation. Neither the Association, its Board of Directors, employees or agents make any representation, written or oral, concerning the safety of the community or effectiveness or operability of any security devices or security measures.
 - B. No Warranty or Guarantee. Neither the Association, its Board of Directors, employees or agents warrants or guarantees the safety or security of residents, occupants, owners or their guests, licensees, or invitees against the criminal or wrongful acts of third parties. Each resident, occupant, owner, guest, licensee, or invitee is responsible for protecting his or her own person and property.
 - C. No Reliance on Security Devices or Measures. Neither the Association, its Board of Directors, employees or agents warrants or guarantees that security devices or security measures, if any, may not fail or be thwarted by criminals or by electrical or mechanical malfunction. Residents, occupants, owners, guests, licensees, or invitees should not rely on such devices or measures and should protect themselves and their property as if such devices or measures did not exist.
 - D. Duty of Resident or Occupants. It shall be the duty of each resident, occupant, or owner to convey this disclaimer to his or her guests, licensees, or invitees.

Disclaimer

The above information is offered for informational purposes only. The Association, its agents and employees disclaim all liability for the following or non-following of the above information.

c. Sod. If your lawn is repaired by sod, the new sod needs extensive amounts of water to survive. That may mean watering the sod more than one time per day. You should water the sod until it becomes squishy under foot. To test whether the sod is knitting into the subsoil beneath it, gently lift up after a week or so to see if there is any root resistance. Once you can feel the root resistance, you know that the sod is taking hold. Once you determine the sod is taking root, you can cut back on the amount of watering. We suggest you reduce the watering to every other day, and as the sodded areas begin to blend with the rest of the lawn, every third day. Do not let the sod completely dry out. Once the sod has knitted into the ground, and is firmly rooted, you may apply 1" of water per week accordingly.

d. Shrubs and Trees. If you received a new shrub or tree, the best way to water that type of plant material is to insert your garden hose into the root ball at the 12 o'clock, 3 o'clock, 6 o'clock, and 9 o'clock positions around the plant. Remove the hose when the water starts to bubble up out of the ground. It is important that you water new plants daily for the first 3 weeks. After that, continue to water in the manner mentioned whenever you see the ground around the shrub is no longer damp. It is much better to root water new plants, then to surface water them. Surface watering sits on the leaves, and evaporates quickly. In addition, wetting the leaves can attract fungus. Therefore, the best technique is to root water the new plants. Once the plant has become established, it will only require 1" of water per week.

In essence, 95% of the success of your lawn, shrubbery and trees is the result of proper watering. In order to determine how long it takes to lay down 1" of water, we suggest placing a pie pan on your lawn and timing the sprinkler to see how long it takes to fill the pie pan with 1" of water. Further, 1" of water per week is a minimum standard. In times of drought, plants and turf have natural defense mechanisms to stop evaporation. You may see leaf wilt or plants drop leaves, and turf go dormant, which turns the grass plants brown. These defensive techniques will bring the plant material through some difficult climatic situations. However, in times of continuous heat and drought, please water the plants and turf. The defense mechanisms mentioned above will only save the material for so long. They need to be watered accordingly.

Finally, most communities have watering restrictions. Be sure to contact your local municipality to find out when it is legal to water. There may be certain exceptions to restrictions, and those usually apply to new sod, seed or new trees and shrubs. Permits may be required by your community

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1. All devices shall be painted to match the wall color. The device and its factory furnished mounting materials (usually a medium gray color) shall be painted to match the wall color, provided it does not impair reception. The goal of this painting requirement is to help maintain the aesthetics of the community.
 2. All devices shall be able to withstand 50 mph winds without becoming airborne.
 3. All devices shall exhibit U.L. (Underwriters Laboratory) label or equivalent, and be properly grounded.
 4. All devices shall comply with all ordinances, laws, regulations and industry standards.
 5. Any permits required shall be at owner's expense.
 6. All energy needed to operate said device shall be at owner's expense.
 7. No device shall impair the signals of other devices or any other type of signal.
 8. Owner is responsible for maintaining the paint or other finishes on the device.
 9. For safety, all exterior wiring shall be neatly attached to the device and building structure and hidden from view as much as possible to prevent such wiring from coming loose and causing bodily injury or property damage. If practical, wiring shall be run internally to prevent U.V. deterioration and wind damage.
6. Removal. Should the device be removed, owner shall restore premises to condition it was in prior to installation, wear and tear excepted.
 7. Architectural and/or Appearance Application.
Owner shall submit an Architectural and/or Appearance Application (Application) to the Association prior to installation. Said Application shall be acted upon by the Association no more than 30 days after receipt of a fully completed Application along with all required attachments.
 8. Damage. Owner is responsible for any damage caused directly or indirectly by the device or installation or removal thereof.
 9. Severability. Should any provision of this Resolution be found to be unenforceable, all other provisions shall remain in full force and effect.

Now Therefore, the Board of Directors, pursuant to the authority granted to the Board via the Articles of Incorporation, Declaration and By-Laws does hereby adopt this Resolution this _____ day of _____, 2000.

By: _____
President

Attest: _____
Secretary