



Windstone Community Association II, Inc.

Rules and Regulations

The Windstone Community Association II, Inc.,
Rules and Regulations are hereby adopted by the
Board of Directors on this the 6th day of June, 2023.

Note: This version of the Rules and Regulations supersede **all previous versions**.

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Principles for Homeowners and Community Leaders

Homeowners Have the Right To:

- A responsive and competent community association.
- Honest, fair and respectful treatment by community leaders and managers.
- Participate in governing the community association by attending meetings, serving on committees and standing for election.
- Access appropriate association books and records.
- Prudent expenditure of fees and other assessments.
- Live in a community where the property is maintained according to established standards.
- Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
- Receive all documents that address rules and regulations governing the community association if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
- Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

Homeowners Have the Responsibility To:

- Read and comply with the governing documents of the community.
- Maintain their property according to established standards.
- Treat association leaders honestly and with respect.
- Vote in community elections and on other issues.
- Pay association assessments and charges on time.
- Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
- Request reconsideration of material decisions that personally affect them.
- Provide current contact information to association leaders or managers to help ensure they receive information from the community.
- Ensure that those who reside on their property (e.g., tenants, relatives, friends and guests) adhere to all rules and regulations.

Community Leaders Have the Right To:

- Expect owners and non-owner residents to meet their financial obligations to the community.
- Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
- Respectful and honest treatment from residents.
- Conduct meetings in a positive and constructive atmosphere.
- Receive support and constructive input from owners and non-owner residents.

- Personal privacy at home and during leisure time in the community.
- Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

Community Leaders Have the Responsibility To:

- Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
- Exercise sound business judgment and follow established management practices.
- Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
- Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
- Establish committees or use other methods to obtain input from owners and non-owner residents.
- Conduct open, fair and well publicized elections.
- Welcome and educate new members of the community owners and non-owner residents alike.
- Encourage input from residents on issues affecting them personally and the community as a whole.
- Encourage events that foster neighborliness and a sense of community.
- Conduct business in a transparent manner when feasible and appropriate.
- Allow homeowners access to appropriate community records, when requested.
- Collect all monies due from owners and non-owner residents.
- Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
- Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights where permitted by law and the association's governing documents.
- Initiate foreclosure proceedings only as a measure of last resort.
- Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
- Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees.

Mission Statement

The Windstone Community Association II, Inc. (hereinafter referred to as "the Association") is governed by its Declarations of Covenants, Conditions and Restrictions and By-Laws (hereinafter jointly referred to as the "CC&R's") dated September 19, 2017 and recorded and filed as document No. 2017K058599 in the Office of the Recorder of Deeds of Kane County, Illinois on November 8, 2017, which run with the land. The CC&R's and any amendments to it contain the guidelines upon which the Rules & Regulations are based.

These Rules & Regulations and Fine Schedule have been established for the purpose of maintaining high property values by ensuring architectural conformity and compliance with the Association's governing documents in Windstone & Black Walnut Trails Units 6, 7 & 8 subdivisions whose residents are members of the Association.

When a Unit owner purchases a unit within the Association, they are immediately bound by the CC&R's and these Rules and Regulations. For a nominal charge, a hard copy of the CC&R's and Rules and Regulations can be obtained from the Property Manager. The CC&R's, rules and regulations, and other forms are available through the Association's website at www.windstonehoa.com at no charge.

The goal of the Association is to provide easily understood rules and regulations as a guide for day-to-day living within the Association pursuant to the Community Wide Standard. To successfully achieve harmony within the Association, the cooperation of all residents is required.

Section I – Introduction

- The Rules & Regulations are built upon the framework of the CC&R's. It is not the intent of these Rules & Regulations to be a substitute for the CC&R's.
- The Rules & Regulations are **binding on all Unit owners/residents** and their guests. The Unit owner/resident is responsible for communicating the Rules & Regulations to residents and guests and will be held liable for fines incurred and/or damages caused by non-compliance with these rules and regulations by their guests.
- Each Unit owner is responsible for providing to a potential buyer their copy of the CC&R's and Rules and Regulations prior to or upon sale of the Unit.
- Conflicts that may arise between the provisions of Illinois law, the Articles of Incorporation, the Declarations, and the By-Laws, the provisions of Illinois law, the Declaration, the Articles of Incorporation, and the By-Laws in that order shall prevail.
- The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in an open meeting with not less than 30 days' notice to the membership.

Section II – Definitions

Area of Common Responsibility:

shall mean and refer to the Common Area, together with those areas, if any, by which the terms in the Declaration or by contract or agreement become the responsibility of the Association.

Articles of Incorporation:

or "Articles" shall mean and refer to the Articles of Incorporation of Windstone Community Association II, Inc., as filed with the Secretary of State of the State of Illinois.

Association:

shall mean and refer to Windstone Community Association II, Inc., an Illinois Corporation, its successors or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Illinois corporate law.

By-Laws:

shall mean and refer to the By-Laws of Windstone Community Association II, Inc., as amended.

Common Expenses:

shall mean and refer to the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Common Area:

shall mean and refer to all General Common Area, which is defined all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

Community Wide Standard:

shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Design/Modification Review Committee.

Covenants Committee:

shall mean and refer to a member appointed by the Board of Directors and shall be the hearing tribunal of the Association.

Declarations of Covenants, Conditions & Restrictions:

shall mean and refer to (Hereinafter referred to as "CC&R's") the legal document under which the Association is governed and that has been recorded with the Office of the Recorder in Kane County against titles of all property within the Association. The legal document that creates the plan for the Association provides for restrictions of owners' rights with deed covenants/restrictions. It sets up the owner/Association relationship and binds all property owners both present and future. The CC&R's run with the land.

Design/Modification Review Committee:

shall mean and refer to hereinafter as the "DMRC" the Committee appointed by the Board of Directors with exclusive jurisdiction over original construction and modifications to the Properties. Original construction is defined as the building of the structure upon the land pursuant to a plat and construction drawings approved by the Committee and prior to seeking a building permit from the Village of Sugar Grove. Original construction does not include any structure that may be considered a modification to a property with the exception of a deck as long as the deck is part of the original drawings of the structure. Modifications are defined as those changes or additions to the exterior of a Unit within the Property subject to the CC&R's.

Property Manager:

shall mean and refer to a professional hired by the Board of Directors to manage the day-to-day affairs of the Association. **Note:** When self-managed, the Board and any required consultants will fulfill the Property Manager role, as well as all management functions.

Properties:

shall mean and refer to all real property, common and private, within the Association as defined in the CC&R's and any amendments thereto.

Member:

shall mean and refer to a Person entitled to membership in the Association, as provided in the CC&R's.

Owner:

shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale or memorandum thereof, and the contract specifically so provides, then the purchaser (other than the fee owner) will be considered the Owner. If a Unit is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors the lessee (rather than the fee owner) will be considered the Owner for the purposes of exercising all membership privileges in the Association.

Person:

shall mean and refer to a natural person, a corporation, a partnership, a trustee, or other legal entity.

Plat:

shall mean and refer to the plat of subdivision of any portion of the Properties which has been recorded in the Recorder's Office of Kane County, Illinois, as it may be amended from time to time.

Unit:

shall mean and refer to a portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as a residence for a single family.

Section III – General Rules

All exterior modifications to any Unit require review and approval by the Design/Modification Review Committee ("DMRC"). (See [Appendix A](#) - Alterations Application Form)

Petition for Change:

The Board of Directors has adopted these Rules and Regulations in the belief that they reflect the requirements of the CC&R's and the will of the majority of residents. Requests for changes can be made in writing through the Property Manager or directly to the Board. Any amendments to these rules and regulations shall follow the same approval procedures and processes as set forth in the CC&R's.

Section IV – Rules and Regulations

Animals and Pets

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the properties, except dogs and cats. The number of pets permitted in a Unit shall not exceed a total of two (2) excluding other common household pets. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the properties shall be removed upon request of the Board; If the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash or on the owner's property.

It is **your responsibility** to clean-up after your pet. Per the Village:

"You are reminded that Village Code 5-4-10, requires that no one shall allow their dog, cat or other animal to soil, defile, defecate any common thoroughfare, sidewalk, passageway, by pathways or play areas, in any place where people congregate or walk, or upon any public property what so ever or upon any private property without the permission of the owner of said property, unless such deposit is immediately removed."

Basketball Hoops

Basketball hoops may be portable basketball standards or permanently installed pole standards that must be properly maintained, with no visible rust or missing or torn nets. Please refer to Figure 1 - Basketball Standard Placement for location guidance.

Portable standards

Portable standards cannot be located in the street and must be upright at all times. All portable standards must be located adjacent to the owner's driveway approximately halfway between the sidewalk and the garage and must not encroach on the neighbor's lot line or sidewalk. Portable standards should be properly weighted according to the manufacturer's guideline to prevent tip over. The use of sand bags or other items piled on the base is **not** permitted.

Permanent Standards

The installation of permanent standards shall be subject to DMRC approval **PRIOR** to installation. The sleeve of the permanent standard must be cemented into the ground with the top of the cement below grade surface and covered with earth, stone, or grass. A gravel layer is necessary to aid in drainage for the sleeve's open bottom. A bolt shall be installed to secure the pole from spinning. The sleeve should not be more than two inches above ground in order to accommodate a cap. It must not be a trip hazard or be able to cause harm if fallen upon. When the pole is not in the sleeve, the sleeve must be capped.

A driveway that is on an incline may be unable to accommodate a permanent standard and thus may not be approved by the DMRC.

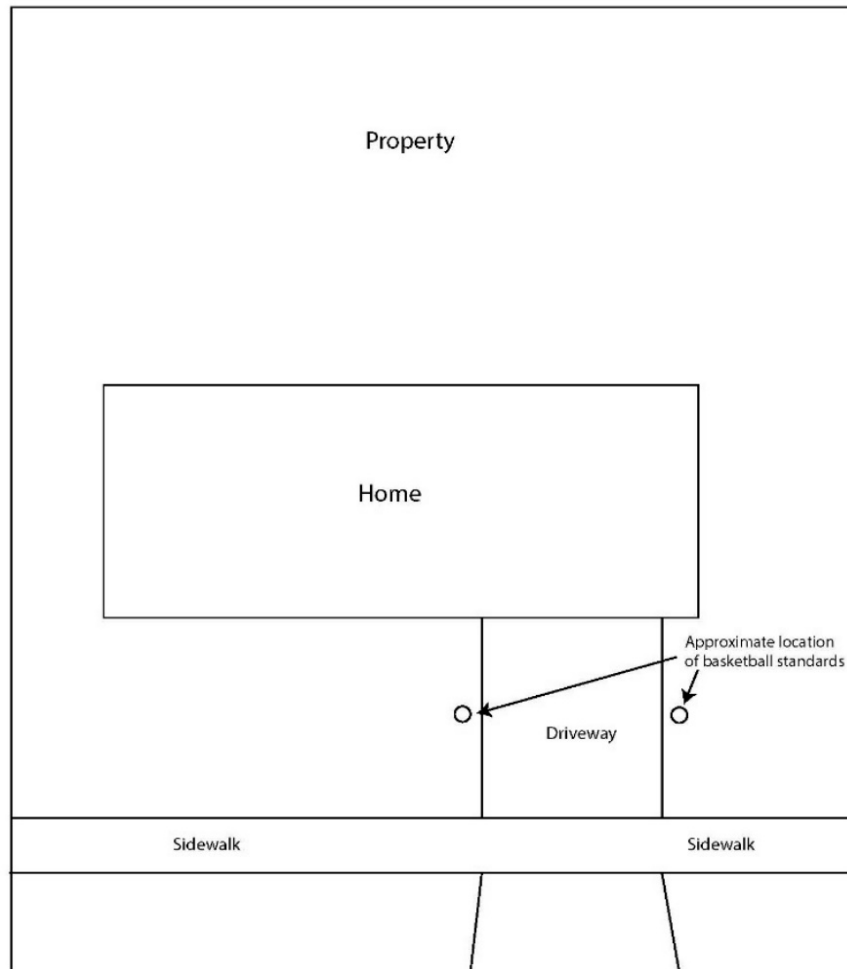


Figure 1 - Basketball Standard Placement

Common Areas Including Cul-de-sacs

Members are not allowed to perform any maintenance on Association Common Areas. Members are prohibited from digging, mowing, trimming, or modifying common ground. All maintenance is to be performed by professionals contracted by the Board. The lake buffer is part of the Common Area and is a protected area; any modifications are strictly prohibited. Any modification will result in an immediate \$500.00 fine and fees to repair any damages caused by the modification.

In addition, members cannot place trampolines, swing sets, fire pits, etc. on common ground or in a Cul-de-sac without approval from the Board. **Note:** The Village owns the Cul-de-sacs and the Association maintains them.

Contractor/Do-it-yourself Rules

Pursuant to Village of Sugar Grove Ordinance #614 erection, demolition, alteration or repair of any building may only occur between the hours of 6:30 am and 8:30 pm.

Clean-up of work sites including but not limited to shoveling dirt, rock and other construction debris from streets must be completed each day. Proper protection of adjacent lots shall be accomplished with silt fencing. No dumping of construction materials, landscape materials, sediment, chemicals, oil, fertilizers, toxic waste or any other contaminant of any kind shall be caused to enter the storm sewers, lake, detention/drainage areas, neighboring property and other Common Areas within the Properties. Storm sewers in the vicinity of construction projects that require grading of any type, (i.e., moving earth, sand, rock, etc.) shall be protected by filter paper and maintained properly according to the guidelines set forth by the Environmental Protection Agency and Clean Water Act. *Village of Sugar Grove Code Title (7) 7-1-1A: Public Ways and Property and 7-5-1: Construction of Facilities on the Rights of Way must be followed or a fine may be issued from the Village of Sugar Grove.*

Detention Areas

The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use of Detention Areas located within the Association.

The Detention Areas shall not be contaminated by anything including but not limited to sediment of any kind, chemicals of any kind, garbage, grease, motor oil, landscape waste or similar items. Dumping or causing anything to be dumped into or causing contamination or damage of any kind to the Detention Areas shall cause the violator to be fined and/or charged with criminal trespassing and negligence.

Dog Runs

The maximum size of a dog run is **40 sq. ft.** with flat-topped security fencing made of aluminum or wrought iron in black, dark brown or dark green not to exceed a height of 54 inches. The dog run must be attached to the house and fully landscaped with mature bushes and/or trees no less than the height of the fence. All dog runs must be approved by the DMRC prior to installation.

Dumping

No dumping or disposal of unwanted materials is allowed on any lot, specifically empty lots. This includes but is not limited to; trash, yard waste, landscape materials of any type, brush, recyclables or similar types of debris. Anyone caught dumping will be fined **\$250** immediately (no courtesy notice) and will be responsible for the cleanup and removal of all materials. In addition, they may be charged with criminal trespassing and negligence.

Fences

Except as otherwise provided, fences are **NOT ALLOWED** and are defined as those structures that restrict entry onto a property and/or encloses or surrounds the perimeter or any portion of a property.

For the specific purpose of enclosing a pool area on a Unit, aluminum or wrought iron fencing in black, dark brown or dark green is required. See "[Pools](#)" for further restrictions.

Decorative-style fencing is allowed. It is defined as a structure used as decoration or to accent one's property and generally used to enhance landscaping. A split rail fence would fit the definition of "decorative-style" fencing. Decorative style fencing cannot be used to enclose, surround or restrict entrance to one's property or in any perimeter style fashion. Any one piece of decorative style fence **cannot exceed 16 linear feet with a maximum number of two (2) pieces or 32 linear feet** allowed per Unit. All requests for decorative style fencing must be submitted to and approved by the DMRC prior to installation.

Flag Poles

Placement of permanent flag poles must be reviewed and approved by the DMRC, to ensure compliance with reference to Section 1-70 of the Common Interest Community Association Act and Sections 4 through 10 of Title IV of the United States Code, and specifically Section 7(c)-(h) or guidelines on flag pole placement.

Garbage

All garbage cans, recycle cans, yard/landscape waste and other similar items shall be located in your garage or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit, except when placed on the curb for trash pickup. All rubbish, trash and garbage, recycle and yard/landscape waste shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. **Only yard waste bags** can be neatly stored on the side of your home, if necessary, without special screening. At no time shall any trash, recyclables, or yard/landscape waste be stored in front of your garage. Any screening requests must be submitted to the DMRC by completing an Alterations Application Form for approval. Refer to [Appendix A](#).

No trash cans, recycle cans, yard waste bags, tree branches, other similar landscape material or any other trash may be placed at the curb prior to **3:00 pm** the day before trash pickup and all containers must be properly stored by **10:00 am** the day following trash pickup.

House Numbers

Must be in accordance with the Village of Sugar Grove and clearly visible.

Lake

The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use of water elements on Common Areas within the Properties. See [Appendix D](#) - Lake Rules and Regulations.

Lake Windstone serves as a retention area for the Association and receives water from the storm water sewer system. The lake shall not be contaminated by anything, including but not limited to sediment of any kind, chemicals with the exception of those authorized by the Association to control algae blooms, garbage, grease, motor oil, landscape waste, or similar items. Dumping or causing anything to be dumped into or causing contamination or damage of any kind to the lake shall cause the violator to be fined and/or charged with criminal trespassing and negligence.

Lighting

All exterior lights must be approved by the DMRC prior to installation, with the exception of holiday lighting. Lighting on the exterior of the home, including ground, landscaping, pool and all uplighting **must be approved by the DMRC prior to installation.**

Holiday lighting (Halloween, Fourth of July, etc.) does not need approval and can only be displayed certain times of the year. However, lighting can only be displayed **two weeks** prior to the holiday and must be **removed or turned off immediately** after the holiday.

Seasonal Holiday decorative lights may be displayed between November 20 and January 10 only. In addition to removing the lights, all clips, etc. used to attach the lights to the house, must be removed.

Nuisance

No portion of the properties shall be used, in whole or in part, for the storage of any property or item(s) that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance or material be kept upon any portion of the properties that emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature which may diminish or destroy the enjoyment of the properties.

On site Fuel Storage

Up to five (5) gallons of any fuel may be stored in a portable container at each home for emergency purposes and operation of lawn mowers, snow blowers and similar tools or equipment. No container shall be kept outdoors except during the time a tool or equipment is being used.

Other Structures on Property

Storage sheds, outbuildings, detached garages, carports, green houses, and free-standing structures are not allowed on the Properties. Tents and canopies and other such structures as used for an outside function are allowed but must be removed within 72 hours after installation.

Play Equipment

Placement of play equipment and its landscaping must be approved by the DMRC prior to installation. All large play equipment including but not limited to swing sets, forts, playhouses and trampolines shall be placed in the backyard located directly behind the residence. Please refer to Figure 2 - Play Equipment/Pool Placement. Every effort shall be made to minimize visibility from the street and adjacent properties. The Association playsets or play equipment such as swings, canopies, slides and such should include green or brown items. However, those colors are not a requirement. All play equipment must be maintained in a safe and presentable manner and shall not be allowed to become obnoxious to the eye or create a nuisance to others. (See "[Nuisance](#)" and "[Unsightly or Unkempt Conditions](#)")

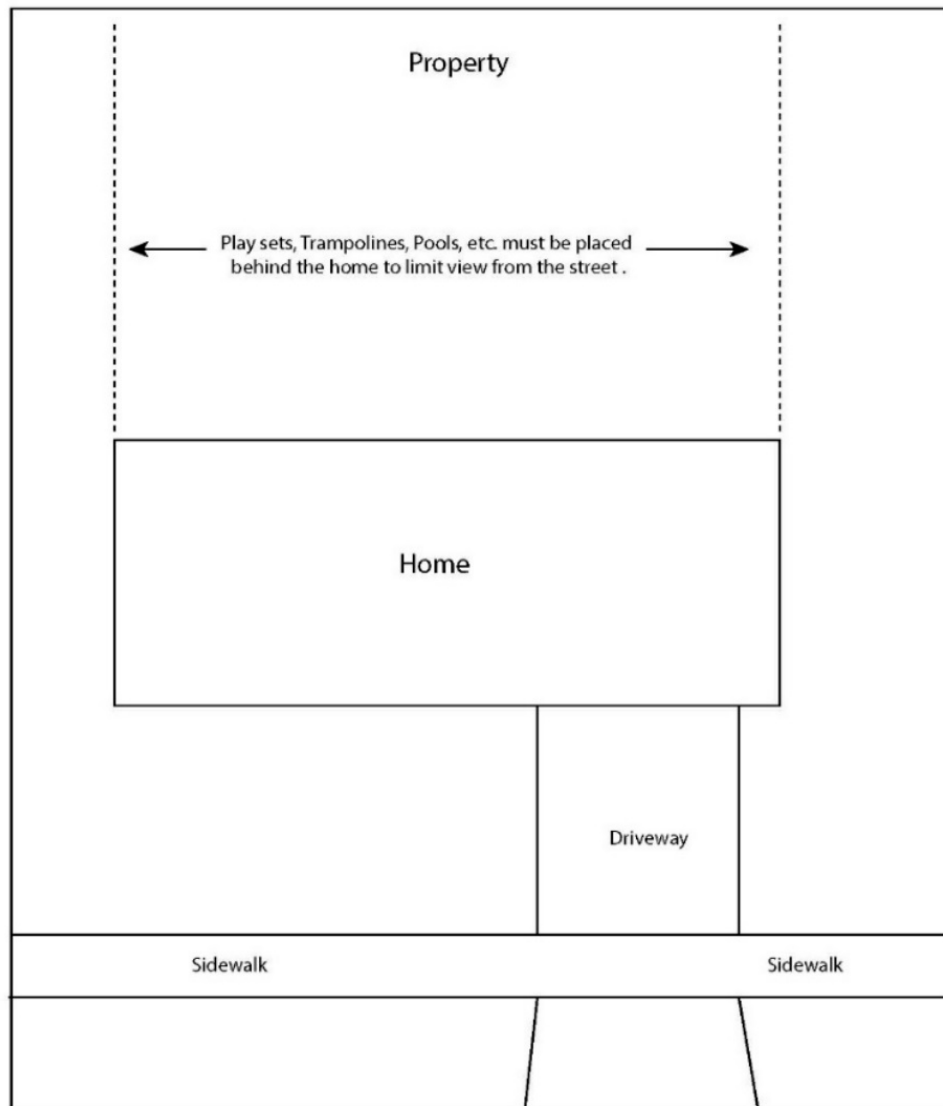


Figure 2 - Play Equipment/Pool Placement

Pools

With the exception of kiddie pools, **no above ground pools are allowed** on the Properties. *Kiddie pools are defined as pools that are no more than 22"-24" in height.* In ground pools are allowed and must be approved by the DMRC prior to installation. Pools must be set close to the primary dwelling with appropriate decking, fencing and landscape screening and shall not be visible from the street. The pool area shall not extend beyond the boundaries of the home, refer to Figure 3 – Pool, Fence and Landscape. Appropriate landscape screening must be installed along the outside of the back and sides of the fencing to provide privacy from the view of the neighbors and the street. Landscape screening is defined as evergreen trees and bushes that grow at a minimum, the height of the fence and stay green all year. All requests for pools must be accompanied by color brochures for the pool, its attachments and fencing. Appropriate landscaping must be installed to minimizing its view from the neighbors and the street. A well defined labeled landscape plan must accompany the request. Security fencing made of aluminum or wrought iron in black, dark brown or dark green is required for the specific purpose of enclosing the pool area. Spiked security fences are not allowed. Pool equipment must be camouflaged by landscaping. (See [Appendix A: Pool Checklist](#))

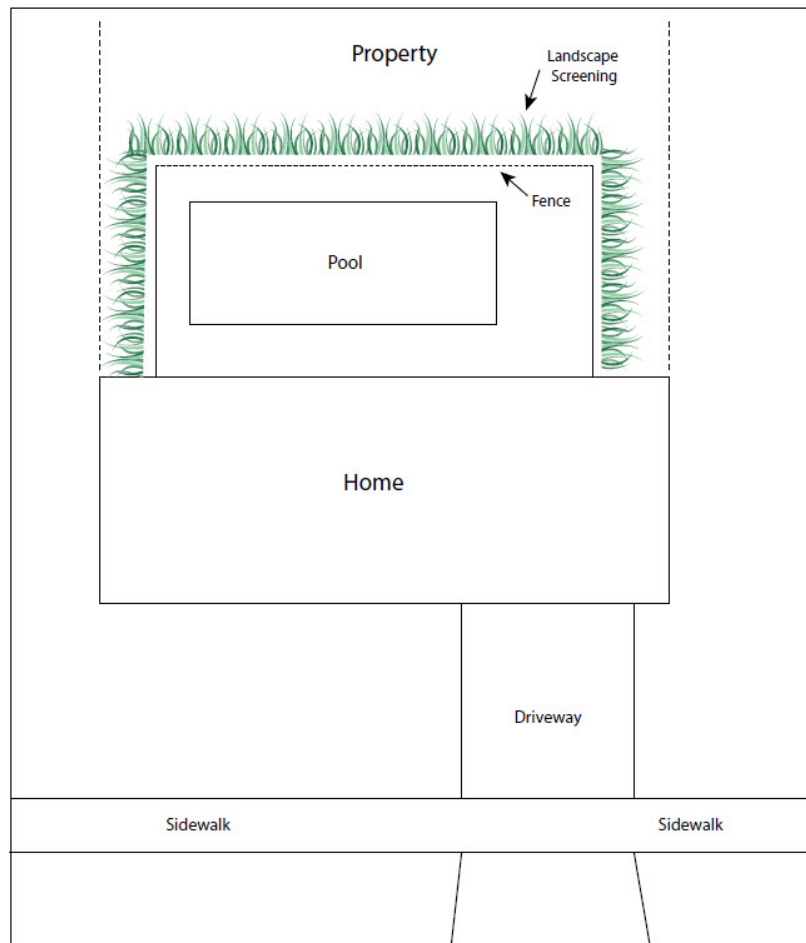


Figure 3 - Pool, Fence and Landscape

Satellite Dishes

Satellite dishes are allowed, but the size and placement of the satellite dish requires approval by the DMRC prior to installation.

Signs

Subject to applicable signage regulations of the Village of Sugar Grove, no sign of any kind shall be erected within the Properties without the written consent of the Board of Directors. The Board shall have the right to erect signs as they, in their discretion, deem appropriate.

Signs for graduation, births, fundraisers, and support of children participating on a team, may be allowed on a unit's property, but must be **removed after 14 days**. Contractor signs may be displayed for a **maximum of 7 days** while your exterior home project is being completed.

Political **candidate** signs **are allowed**, but must be removed immediately after the election. **No political statement** signs are allowed. Garage sale signs are permitted. They should not be placed more than **four (4) days prior** to the sale **and removed immediately** after the sale.

At **no time** may signs be displayed on Association Common Ground. The Board of Directors reserves the right to place signs on common ground. All other signs placed on common ground, will be removed and discarded.

Solar Panels

Please refer to the information within the **Energy Policy Statement** of the *Amended and restated Declaration of Covenants, Conditions, and Restrictions for Windstone Community Association II, Inc.*

Tennis/Pickleball/Basketball Courts

See [Appendix D](#): Tennis/Pickleball/Basketball Court Rules.

Tree, Bush and Shrub Removal

No trees shall be removed, except for diseased or dead trees. Trees needing to be removed to promote the growth of other trees or for safety reasons, shall need prior approval by the DMRC. When trees are removed, the homeowner must remove the stump to below ground level and repair the landscaping with grass, sod or another planting.

Unsightly or Unkempt Conditions

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Properties.

Lawns and landscape shall be maintained in a neat and acceptable manner and weeds and grass shall not be allowed to exceed a height of 8" at any time. The Association may, at the expense of the owner of a Unit, hire an outside firm or perform such tasks as to manicure lawns and landscape of those Units which are in violation of this regulation.

Vandalism

Any acts of vandalism to Common Areas shall be reported to the Sugar Grove Police Department. The Association will prosecute vandals to the fullest extent of the law.

Repairs for damages to Common Areas caused or perpetrated by homeowners, tenants, family members and/or guests will be billed to the homeowner.

Vehicle Parking

With the exception of the specific vehicles as outlined below, all vehicles shall be parked in a Unit's garage or driveway, or on the street for limited periods of time. In accordance with the Ordinances of the Village of Sugar Grove, vehicles cannot be parked on the street overnight or during the snow ban period. If you must park your vehicle(s) on the street overnight, it is your responsibility to inform the SG Police Department (SGPD) of your intent to avoid a parking violation.

Unregistered vehicles, vehicles in disrepair and/or covered vehicles shall not be parked in the Unit's driveway for more than 72 hours. Vehicles should not be parked on the lawn. However, they may be stored in the unit's garage.

Commercial vehicles:

Are defined as vehicles with exposed equipment and/or writing or advertising on their bodies or windows and used in the conduct of a business or a hobby, shall be parked in a Unit's garage.

"Exposed equipment" includes but is not limited to ladders, torches, propane tanks, electrical equipment, construction equipment or any other equipment that may be considered an eye sore or create a nuisance to others. (See "[Nuisance](#)")

Tractors:

Lawn tractors must be stored in the garage. Any other type of tractor is not allowed to park or be stored on any part of the Properties except for those having a specific use in construction or landscaping, for a limited purpose and time.

Mobile homes:

May not be parked on any part of the Properties.

Recreational vehicles:

Which include motor homes, campers, boats, other watercraft and their respective trailers may be parked on the driveway of a Unit for a period not to exceed a total (whether continuously or in the aggregate) of seventy-two (72) hours for the sole purpose of loading and unloading such vehicles within any given fourteen (14) day period. These types of vehicles may not be stored on any part of the Properties except that a Unit owner may store the vehicle in his/her garage.

Towable moving trailers and Storage Pods:

Small towable moving trailers may be parked on the driveway of a Unit for a period not to exceed a total (whether continuously or in the aggregate) of seventy-two (72) hours for the sole purpose of loading and unloading such vehicles within any given fourteen (14) day period. Time limitations for storage pods will be case by case with notification to the Board of Directors.

Yard Decorations

Exterior sculptures, fountains and similar items must be pre-approved by the DMRC.

Section V – Hearing Procedures & Fines

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, the By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote due to nonpayment of assessments. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Notice

Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violating Owner with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days from the date of mailing, within which the alleged violator may present a written request to the Board of Directors, or any Committee appointed by the Board, for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

Hearing

The Covenants Committee, if established by the Board, or the Board in the absence of an established Covenants Committee, is the hearing tribunal for the Association. If a hearing is requested in a timely manner, the hearing shall be held, with or without a Board meeting, in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is remedied within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

Appeal

Following a hearing before a Committee, if any, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

Additional Enforcement Rights

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above; provided, judicial proceedings shall be instituted before any construction on a Unit may be altered or demolished by the Association. In any such action, to the maximum extent permissible, the Unit Owner responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. The following sanctions shall apply to violations of the rules and regulations, by-laws and/or covenants of the Association.

Unapproved Construction, Installation of Structures requiring prior approval of DMRC, and Changes to Approved Plans without prior approval of the DMRC.

Immediate Cease and Desist Order (C&D Order) with a \$500.00 sanction; 10 days to respond and submit an Additions and Alterations Form (A&A). No response within 10 days: \$500 fine will be imposed.

If a hearing **is** requested within 10 days of the C&D Order, the imposition of the fine shall be stayed until a decision is rendered by the Committee or the Board as a result of a hearing. The C&D Order shall remain in effect until such time. The appropriate Committee or Board of Directors shall make every effort to hold the hearing in a timely manner.

If an initial hearing decision **is** in favor of the violator, the fine may not be imposed, or a reduced fine may be imposed.

If an initial hearing decision **is not** in favor of the violator, the violator shall have 10 days after the decision in which to pay the fine.

If a hearing **is not** requested within 10 days of the C&D Order, the \$500 fine shall be imposed and sanctions will continue to be made in addition to the original fine. After a member's balance reaches or exceeds the balance threshold as defined in the *Collections Policy*, the Board will send the account information to the attorney for collections¹.

If the Board reverses a decision on appeal, the Board may waive the fine, remove the fine, impose a reduced fine or choose to suspend fines. If the Board does not reverse a decision on appeal, all assessed fines shall be due and payable upon demand.

Additional violations of this rule within an **18-month period of time shall be assessed at triple** the sanctions stated above.

¹ In the event of noncompliance with any sanction imposed by the Board for any violation of the Rules & Regulations, Declaration or By-laws of the Association, including but not limited to C&D Orders, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending owner.

All other violations

Notice of Violation with \$50.00 sanction; No response within 10 days: \$50 fine will be imposed.

If a hearing is requested within 10 days, the imposition of the fine shall be stayed until a decision is rendered by the appropriate Committee or the Board as a result of a hearing. The appropriate Committee or Board of Directors shall make every effort to hold the hearing in a timely manner.

If an initial hearing decision **is** in favor of the violator, the fine may not be imposed, or a reduced fine may be imposed.

If an initial hearing decision **is not** in favor of the violator, the violator shall have 10 days after the decision in which to pay the fine. Additional violations/fines may be accumulated. After a member's balance reaches or exceeds the balance threshold as defined in the *Collections Policy*, the Board will send the account information to the attorney for collections².

If the Board reverses a decision on appeal, the Board may impose a reduced fine or choose to suspend fines. If the Board does not reverse a decision on appeal, all assessed fines shall be due and payable upon demand.

Additional violations of this rule within an **18-month period of time shall be assessed at triple** the sanctions stated above.

² In the event of noncompliance with any sanction imposed by the Board for any violation of the Rules & Regulations, Declaration or By-laws of the Association, including but not limited to C&D Orders, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending owner.

Appendix A – Alterations Application Form



Windstone Community Association II, Inc.
Alteration Application Form
<http://www.windstonehoa.com>

Alterations Application

The Alterations Applications form is to be completed and submitted to the DMRC prior to any updates or modifications to the exterior or landscape of any property within the Windstone Homeowner's Association.

* Required

Contact Information:

Fax: 872.488.8605
Email: dmro@windstonehoa.com

DRAFT

Date: *

Homeowner Information

Homeowner: *

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Cell Phone Number:

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Address: *

<input type="text"/>	<input type="text"/>
----------------------	----------------------

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Home Phone Number:

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Email: *

Alternate Email:

Alteration Details

Select Improvement from List: *

If other, please list:

Description of Improvement: *

Dimensions:

Material:

Supplier:

Note: It is the responsibility of the homeowner to obtain all necessary village permits. Any modifications or improvements not listed in the Covenants or Rules and Regulation can not be approved by this committee.

Work to be performed by: *

- Self
 Licensed Professional
[Clear Selection](#)

Contractor Name - Company: *

Contractor Phone Number: *

Required Documents - Please Upload:

- Drawing
 Plat of survey
 Color samples
 Material samples

Upload a file up to ten (10) supporting files:

Added Files:

Estimated Start Date: *

Projected Completion Date - Please Notify the DMRC When Your Project is Completed: *

Refer to the General Modification Checklist and/or Pool Checklist for additional requirements.

General Modification Checklist:

Please review the General Modification Checklist to ensure you are submitting all the information required to have your project approved as quickly as possible.

<http://nebula.wslmg.com/918703ecd015064f11201f753830207?AccessKeyId=B95C60FAF3CDED1AF617&disposition=0&alloworigin=1>

Pool Checklist:

Please review the Pool Checklist to ensure you are aware of the pool requirements and that you are submitting all the information needed to have your pool approved as quickly as possible.

<http://nebula.wslmg.com/548d832bfe190271d77a2c2468481b47?AccessKeyId=B95C60FAF3CDED1AF617&disposition=0&alloworigin=1>

Projects that require a permit from the Village MUST be approved by the Association PRIOR TO seeking a building permit. Failure to do so may result in a hefty fine.

Once obtained, please submit the Village Permit Number to the DMRC

Drawings of all improvements must be submitted with the application to show location and dimension relative to existing structures on lot. As of the approval date of this application, I accept full responsibility for the altered area and agree to maintain it in a safe presentable condition.

Note: Any changes to an approved application must be resubmitted for approval.

Signature Section

If you are submitting this form electronically, your name entered below serves as your signature.

Signature: *

Windstone Community Association II, Inc.

Windstone and Black Walnut Trails Units 6, 7 & 8

General Modification Checklist

The Design/Modification Review Committee needs the following information in order to approve a modification request. Please submit all items requested with sufficient detail and legibility to ensure your request is processed as quickly as possible.

- Plat of survey with the requested item(s) drawn to scale.

- A large scale drawing of the project.

- Type of material(s) requested.
 - The type and color of decking/patio materials e.g., type of wood, concrete, pavers, etc.

- Color photo/picture or sample of material(s).

- Estimated start and completion date.
Start Date: _____ Completion Date: _____

- Village permit # _____
(If required)

Note: Any changes to an approved application must be resubmitted for approval.

Application approval date: _____

Audit completion date: _____

Windstone Community Association II, Inc.

Windstone and Black Walnut Trails Units 6, 7 & 8

Pool Checklist

The Design/Modification Review Committee needs the following information in order to approve a pool request. Please submit all items requested with sufficient detail and legibility to ensure your request is processed as quickly as possible.

- Plat of survey with the location and dimensions of the pool.
 - The Plat of survey should also show:
 - Fence location
 - Deck/patio area
 - Landscaping placement
 - Slide location
 - Diving board location
- Note:** The pool area should not extend beyond the boundaries of the home.
(Pool and/or slide should not be visible from the street.)
- Pool picture.
 - Provide a color picture of the pool.
- Picture and specifications of decking/patio material(s).
 - The type and color of decking/patio materials e.g., type of wood, concrete, pavers, etc.
- Fence specifications
 - Provide a color picture and specification including:
 - Color: Black, Dark Brown, or Dark Green
 - Height: 48" or 54"
 - Material: Aluminum or Wrought Iron Style
- Detailed landscaping plan surrounding the pool outside of the fencing.
 - More mature landscaping is required when a slide or diving board is added.
 - Type of landscaping on a detailed landscape drawing including specific species of any bushes.
- Specifications and location of the pool filter including all landscaping or screening to camouflage pool equipment.
- Picture and location of slide (if planned)
 - Provide a color picture and specification including the location.

Note: Any changes to an approved application must be resubmitted for approval.

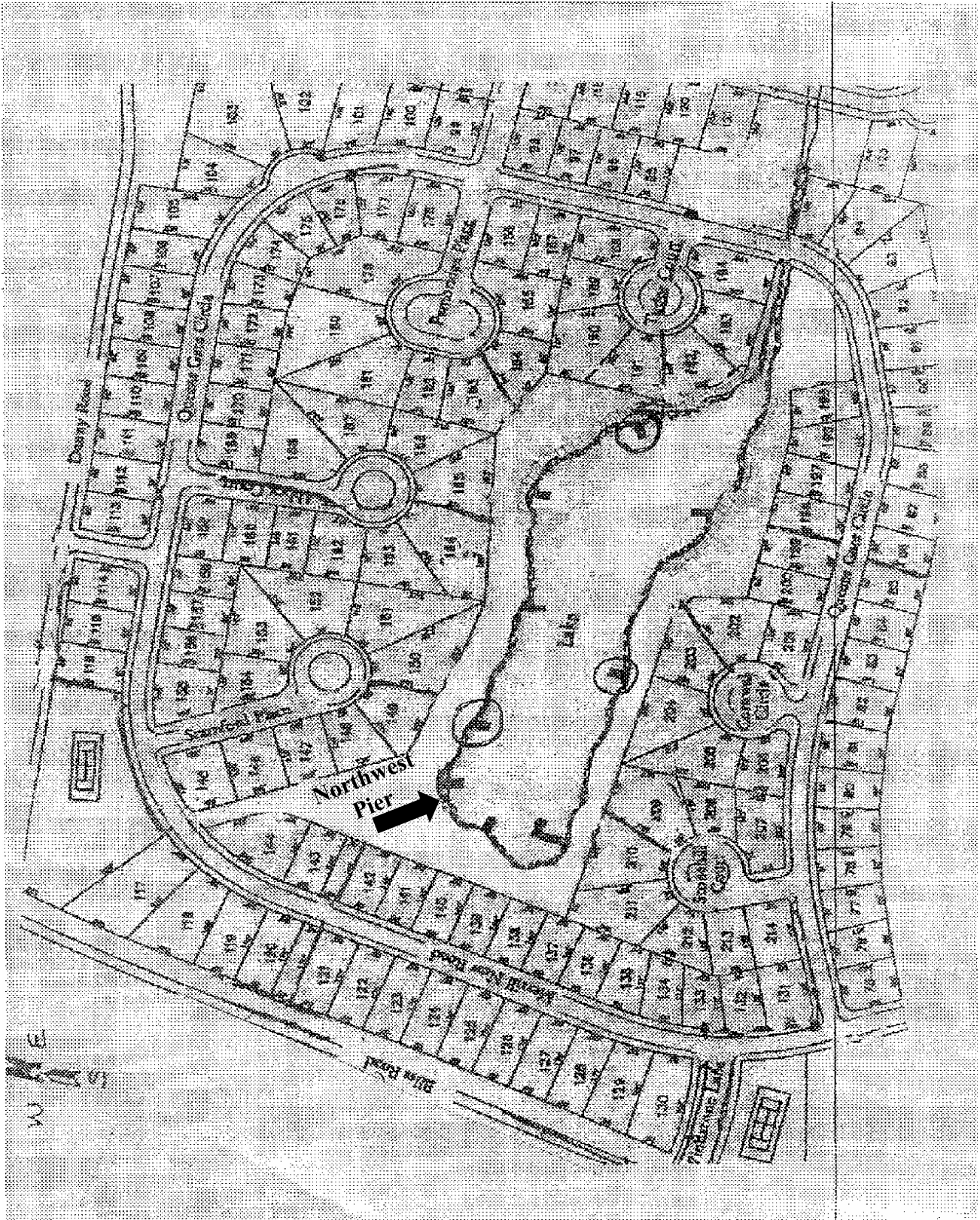
Application approval date: _____

Audit completion date: _____

Appendix B - Lake Pier Provisions

1. All piers will be built and maintained by Association or its designated qualified agent.
2. The lake and immediate area surrounding the lake is common property and all piers constructed on the lake will be exclusively owned and considered common property of the Windstone Community Association II, Inc. The piers currently on the lake are the exclusive property of the Association.
3. **All** Association members shall have access to the piers for fishing.
4. The Association will annually inspect all piers for stability and safety and will repair defected piers as required.
5. All requests to dock boats must be submitted in writing to Board Secretary. Requests should be sent via email to: manager@windstonehoa.com by April 1st each year. **NO** more than two (2) boats can be docked at a pier.
6. For those homeowners wanting boat access to the lake but who do not have a pier position, the pier at the northwest corner of the lake will be their access point. The "northwest pier" will be restricted to daily access – touch and go – use only. First come, first serve basis. No more than two boats can be temporarily docked at any given time.
7. Boats - Watercraft:
 - All must be registered with the Board Secretary. Every homeowner shall identify his or her boat/watercraft with their lot number affixed with stick on or permanent numbers/letters. The numbers/letters must be no less than 2" in size in contrasting color.
 - For purposes of these Provisions, "boats" will be defined as watercraft up to 12 ft. long, including, paddleboats, sailboats, kayaks, and canoes.
 - All watercraft must be tied up and locked to the pier at all times when not in use.
 - **NO** gasoline or diesel engines are permitted, except for contracted pond maintenance boats.
 - Electric motors will be permitted.
 - **NO** rubber-type inflatable boats and/or rafts shall be allowed on the lake.
 - Boats shall be equipped with safety devices adequate for that particular unit by the owner. Use and maintenance of safety devices shall be the exclusive responsibility of the boat owner.
8. No boats shall be stored on common ground property – including the buffer area, or outcroppings. Damage to the common ground, buffer area, or outcroppings will result in a \$500 fine. In addition, you will be responsible for the cost of all repairs/replacements of any damaged area. The repairs will be performed by our professional service contractors.
9. The Association shall **not** be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of privately owned boats with or without safety devices on the lakes, ponds or streams within Windstone.
10. The willful mutilation or unlawful damage of a pier(s) will result in the filing of criminal charges against the perpetrator.
11. All piers are owned by the Windstone Community Association II, Inc. and as such, are subject to these Provisions and the Windstone Lake Rules & Regulations, attached herein as [Appendix D](#).

Appendix C - Pier Locations



Appendix D – Lake Rules and Regulations

- Swimming shall **NOT** be permitted.
- **No** boat powered by gasoline engine shall be allowed on the lake whether said engine is in use or not. This restriction does not apply to emergency and maintenance boats authorized to be used on the lake by the Association or any State, County or Village emergency agency.
- All watercraft must be registered before docking or accessing the lake.
- The lake is private and shall only be used by homeowners and their eligible guests and/or family members. The Association reserves the right to obtain identification from all boat owners and/or other users of the lake to establish their right to use. Individuals unable to produce identification will be denied privileges until such identification can be produced.
- Fishing in Windstone Lake is "Catch and Release" only.
- Live bait, with the exception of worms, shall NOT be used to fish.
- Boating and Fishing are not allowed after sunset.
- Boats may be docked at piers as noted in these Provisions no earlier than **April 1st** and no later than **October 30th**.
- Ice skating and ice fishing are strongly discouraged due to the unpredictability of the thickness of the ice.
- **No** skate boarding or playing of any kind shall be allowed on the spillway, dams or culverts adjacent to the lake.
- **No** unauthorized motorized vehicles such as motorbikes, dirt bikes, or racing bikes, shall be driven on common property.
- **No** littering. Everything you bring to the lake, including your trash and personal items, must go with you when you leave the lake.
- **No** entering the buffer area around the lake other than at the designated openings. These can be identified as the mowed areas, piers, and the flagstone outcropping areas.
- **No** person shall willfully mistreat the lakewildlife.
- **No** stocking of lake without permission from the board.
- **No** person shall engage in any obnoxious or dangerous activities, e.g., loud radio playing, public drunkenness, skateboarding on piers or spillway, etc., which shall be offensive or dangerous to themselves and other users of the lake or which will otherwise interfere with the use or enjoyment of the lake by others.
- Homeowners shall be entitled to bring guests onto the lake; provided that guests shall at all times be accompanied by an **adult** homeowner (18 yrs.+). Each homeowner shall be responsible for providing that his or her guest complies with these rules and regulations.

- Violations of any of the foregoing rules and regulations by a Homeowner or his/her eligible guest and/or family member will result in appropriate action by the Association accordingly:
 - The Association shall attempt to speak with the Homeowner about the violation.
 - If a in the initial attempt at communication does not resolve the matter, the Association shall provide written notice to the Homeowner that specifically describes the violation, the expectations of the Board of Directors for rectification of said violation, and a deadline date for proof of compliance.
 - If the behavior constituting violation of these rules and regulations is not corrected or discontinued within ten (10) days after receipt of the aforesaid written notice, the Association Board shall take the appropriate action.
 - As a last resort, the Association Board may take legal action against any person who repeatedly violates and/or fails to comply with these rules and regulations.
- Violations by children and adolescents including but not limited to skateboarding on the spillway, willfully littering, etc., shall be handled with a verbal warning and a conversation with the parents. Cooperation from parents is required to enforce these rules and regulations for the safety of their children.

Appendix E – Tennis/Pickleball/Basketball Rules

- All courts are private.
- Only Members of the Windstone Community Association II, Inc. (WCAII) and their guests are permitted to use the courts.
- Members wishing to use the courts must obtain the gate code by sending an email to: manager@windstonehoa.com or alternatively calling 630.999.2125. If you call, please have your name, address, and lot number available.
- All guests must be accompanied by a resident of WCAII.
- When players are waiting, play is limited to one hour, on a first-come, first-serve basis. There are no advanced reservations.
- Only tennis shoes are permitted on the court surfaces.
- The only activity permitted on the courts are Tennis, Pickleball or Basketball. Absolutely NO skateboards, bicycles, roller skates/blades, radio-controlled cars, motorized bikes, etc. are permitted on the courts.
- Members wishing to use the tennis/pickleball courts to teach fee-based lessons must have approval to do so from the Board of Directors. Requests should be forwarded to the Board through the manager@windstonehoa.com email address.
- No food or beverages are permitted on the courts.
- No pets are permitted on the courts.
- Young children under the age of 10 must be accompanied by an adult.
- Those waiting to play must wait on the outside of the court fence.
- All players are responsible for cleaning up after themselves and taking with them items they may have brought to the courts.
- All players are asked to observe proper sports etiquette to ensure that everyone can enjoy use of the courts.
- Members of the Board of Directors of WCAII have the power to remove and/or exclude from future play any person found to have violated any of the above listed regulations.

Dated: June 6, 2023

Adopted by WCAII, Inc.: June 6, 2023

Amended: June 6, 2023

Appendix F – Community Wide Minimum Standards

The information contained within this appendices is take from Attachment “A”, Exhibit “C” of the Windstone Community Minimum Standards & Architectural Control referenced in the Covenants Document. Please note there are two sections of minimum standards; “Windstone Community Minimum Standards which were created for the properties located within “Windstone” and Windstone Community Association II, Inc. Architectural Requirements for the Black Walnut Trails Units 6, 7 & 8. Please be sure to reference the correct standards for your property to avoid delays with any improvements applications you submit.

ATTACHMENT “A”

EXHIBIT "C"

Windstone Community Minimum Standards & Architectural Control

Section 1

The Design Modification Review Committee (“DMRC”) shall evaluate architectural and modification submissions by the Unit Owner and/or the Unit Owner's contractor based on:

Architectural integrity and consistency. The various elements of the home should be compatible and have significant appeal.

The proposed improvement shall be harmonious with existing and previously approved improvements in the vicinity of the Unit.

The proposed improvement shall not be a duplicate of an existing home or a previously approved home in Windstone Subdivision. Home styles and elevations may be repeated with changes in architectural elements, materials and/or colors (the satisfaction of this requirement to be determined by the DMRC).

The architectural style, the detailing of the exterior trim and appointments, and the building materials shall combine to create a distinctive character to the improvement. The overall appearance of the improvement shall be one of professional quality.

Section 2

The purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building or other improvement shall be commenced or maintained, including any addition or alteration (except interior changes), until the construction plans and specifications and the site plan have been submitted to and approved in writing by the DMRC.

The construction plans and specifications shall include detailing of the exterior building materials and the exterior color scheme.

In the event that the DMRC rejects construction plans, specifications and/or the site plan due to the fact that the DMRC determines that said plans and or specifications are inadequate, not suitable or not desirable for aesthetic or other reasons, the DMRC shall reply to the Unit Owner and/or contractor with the following:

- a. A request for more complete plans or more detailed specifications,
- b. An acceptable change(s) to the plans and specifications, and/or
- c. A request for alternative plans for one or more specific elements of the plan.

Section 3

The DMRC shall reply to the Unit Owner and/or contractor within 10 business days of receipt of submission. The lack of a reply shall be followed up with a registered or certified letter to the DMRC from the Unit Owner requesting a reply. In the event the Unit Owner does not receive a reply within 10 business days of the delivery of the registered or certified letter, the Unit Owner may commence construction of the improvement in accordance with the plans, specifications and site plan submitted to the DMRC.

Section 4

The building plans, specifications and site plan shall be submitted to the DMRC and their approval received by the Unit Owner prior to application for, building permit and prior to the clearing of the Unit.

Section 5

A decision of the DMRC can be reversed by a Unit Owner through the Unit Owner's compliance with the following procedure:

1. The Unit Owner shall petition the other Unit Owners in the Association and shall obtain the affirmative signature of the Owners of fifty one percent (51%) of the Units in Windstone to reverse a decision of the DMRC. Said petition shall clearly state the Unit Owner's request and the DMRC's objection(s).
2. The plans, specifications, site plan, all correspondence and all other pertinent documents shall be attached to the petition, referenced therein and made a part thereof.
3. The Unit Owner shall then record the petition and all exhibits with the Kane County Recorder and may commence construction of the improvement in accordance with the plans, specifications and site plan contained in the recorded document.

Section 6

Any approval or procedure adopted by the DMRC for one Unit shall not restrict the DMRC's right to grant a different approval or procedure for another Unit.

Section 7

The following Windstone Community Minimum Standards are hereby established and published by the DMRC as a guideline for the individual unit owners and builders to use in the preparation of architectural plans. The DMRC reserves the right to amend these criteria from time-to-time and retains the right to grant specific approval of building plans and specifications upon the formal submission of the same to the Committee by the unit owner.

Windstone Community Minimum Standards

- Minimum Square Footage of Living Area:
- 2200 Square feet for two-story homes
 - 1800 Square feet for ranch homes
- Exterior Materials:
- Brick, stone, cedar, or Dryvit/Stucco exteriors are the standard. Also, fiber cement Board aka Hardie Board and LP SmartSide siding.
 - For individuals who want a low maintenance exterior, high quality aluminum or vinyl siding with 6" corner boards are permitted on a maximum of 70% of the exterior surface.
- Roof Pitch:
- 7/12 Minimum
- Roofing Material:
- Dimensional (Architectural) shingles or wood shakes are recommended
 - Standard fiberglass or asphalt roofing is acceptable
- Windows:
- Minimum height for front elevation:
 - First Floor: 60"
 - Second Floor: 48"
- Chimneys:
- Masonry, stone or Dryvit is required for chimneys on **exterior walls**
- Skylights and Roof Windows:
- Not permitted on front elevations of traditional homes
- Garage Doors:
- Raised or recessed panels – wood, steel, or aluminum
- Antennas:
- Roof antennas are not permitted
 - Satellite dishes require screening and the specific approval of the DMRC
- Fencing:
- Privacy fencing (i.e., stockade style fencing) is not permitted
 - Chain link fencing is not permitted
 - Dog-runs are to be attached to the home and improved with landscape screening. The design, location and materials are to be approved by the DMRC.
 - Decorative fencing (i.e., split rail or picket) are permitted with the design, location and materials to be approved by the DMRC.
- Swimming Pools and Spas:
- Swimming pools require proper decking, screening, landscaping and protective fencing. The design and location are to be approved by the DMRC.
 - With the exception of kiddie pools, free standing, above ground pools are not permitted.
- Driveways:
- Concrete, asphalt or brick paving are permitted.
- Public Sidewalks
- Tinted sidewalks are not permitted
- Storage Sheds and stand-alone buildings:
- Storage sheds are not permitted. No stand-alone buildings; (i.e., green houses, saunas, etc.)
- Playhouses and Recreation Equipment:
- The equipment and location are to be approved by the DMRC.
- Mailbox Posts:
- The DMRC may establish design standards.

Windstone Community Association II, Inc.
(aka "Windstone II")
Architectural Requirements for Black Walnut Trails Units 6, 7 & 8

(Retyped- removing references to Oliver-Hoffmann Corporation replacing them with "Windstone II")

- A. Two-story and split-level dwelling units shall:
 - a. Contain not less than **2,600** square feet of livable space not including walkout or lookout basements, patio or garage; and
 - b. Have an all masonry front.

- B. One-story dwelling units shall:
 - a. Contain not less than **2,000** square feet of livable space not including walkout or lookout basements, patio or garage and
 - b. Have an all masonry front.

- C. At the sole discretion of the DMRC all cedar-sided (cement board, Hardie siding or LP SmartSide siding) dwelling units and all dwelling units using an exterior insulating system (i.e., Dryvit) may be permitted notwithstanding anything contained herein to the contrary. No aluminum or Masonite siding will be permitted.

- D. All fireplace chimneys on **exterior walls shall be constructed of masonry.**

- E. All dwelling units must have:
 - a. Attached garages for no less than two (2) automobiles.
 - b. At least front and side yard sodded with grass including the parkway. Said sod shall be laid within two (2) weeks of the homes being occupied, subject to adverse weather conditions and the Village of Sugar Grove regulations.
 - c. We recommend roofing material of three dimensional architectural style asphalt or fiberglass shingles with a minimum weight of 250 pounds per 100 square feet.
 - d. All transmitting and receiving antennae shall be installed within the structures. However, television satellite dishes not larger than 18" in diameter may be installed in the rear yard if properly screened by landscaping or attached to the home if not visible from the street side. In all cases Windstone II retains sole discretion with regard to approvals.

*Attachment "A" Exhibit "C" attached hereto contains specific information about the approval process used by the DMRC that applies to the Association as a whole. It also includes the minimum standards for the section of Windstone II known as Windstone. At the sole discretion of the DMRC, applicable standards from one or both of the architectural and minimum standards may be applied when approving new construction or modifications to a unit as long as the standards are harmonious with the existing and previously approved improvements in the vicinity of the Unit.

Contact Windstone II Design Modification Review Committee at dmrc@windstonehoa.com for further restrictions, questions and information.

Building Setback

- All lots shall have a building setback of a minimum of 27 feet from the front lot line.
- All corner lots shall also have a building setback of a minimum of 27 feet from the side yard which faces the street.

Building Setback side yard

The side yard setback for lots shall be a minimum of 10 feet. Except corner lots, which shall also have a minimum Side yard setback of 27 feet from the side yard which faces the street.

Building Setback Rear Yard

The rear yard setback for lots shall be a minimum of 30 feet.

Easement description and location

10 foot wide drainage and utility easements (D. & U. E.) are hereby granted on the side of the lot lines and rear lot lines of every lot, unless otherwise noted. 15 foot wide drainage and utility easements (D. & U. E.) are hereby granted on the front lot line of every lot, unless otherwise noted. All corner lots shall have a 15 foot wide drainage and utility easement (D. & U. E.) on the front lot line and a 15 foot wide Drainage and utility easement (D. & U. E.) on the side lot line which faces the street, unless otherwise noted.

Prepared By, Record & Return To:
Peregrine, Stime, Newman,
Ritaman & Bruckner, LTD
221 East Illinois Street
P.O. Box 564
Wheaton, IL 60189

ASSIGNMENT

This Assignment is made effective this 23rd day of April 2012, by and between the Oliver-Hoffmann Corporation, an Illinois Corporation, (Assignor”) having an address of 7S251 Olsen Lane Naperville Illinois 60540 and Windstone Community Association II, Inc. (“Assignee”), with an address of P.O. Box 860 Sugar Grove Illinois, 60554.

Whereas, on June 29, 1999. St Paul Federal Development Corporation assigned to Assignor whatever assignable rights it had, if any, to exercise architectural approval for the Property in Black Walnut Trails and Windstone Subdivisions, Sugar Grove Illinois, as more specifically set out in Exhibit “A”, limited by the various Declarations of Covenants, Conditions and Restrictions for Windstone Community Association, recorded September 22, 1989 as Document No. 19988326, the First Amendment to the Declaration, recorded October 20, 1994, as Document No. 94K0078827, and the Second Amendment to the Declaration, recorded August 14, 1996, as Document No. 96K058152.

Whereas, Assignor has sold and transferred title to all lots identified in Exhibit “A”, but has not assigned, granted to transfer architectural approval to exclusive design review authority for said lots.

Now, Therefore, for and in consideration of ten and no/100 dollars and other good and valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee whatever assignable rights it has, if any, to exercise architectural approval and exclusive design review authority for the lots identified in Exhibit “A”, subject to the Declarations of Covenants, Conditions and Restrictions for Windstone Community Association, recorded September 22, 1989 as Document No. 19988326, the First Amendment to the Declaration, recorded October, 20, 1994, as Document No. 94K0078827, and the Second Amendment to the Declaration, recorded August 14, 1996, as Document No. 96K058152.

This Assignment shall insure to the benefit of the successors and assigns of the Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

In Witness Thereof, Assignor has executed this Assignment to Assignee as of March 23, 2012.

OLIVER-HOFFMANN CORPORATION

By: Camille O. Hoffman
Camille O. Hoffman, President

**WINDSTONE COMMUNITY
ASSOCIATION II, INC.**

By: Vivian E. Porretto
Vivian E. Porretto, President

Exhibit "A"

LEGAL DESCRIPTION:

Parcel³ 1:

Lots 95, 100, 102, 119, 120, 161 and 163 in Black Walnut Trails Unit No. 2, Being a subdivision of part of the southeast ¼ of section 3 and part of the northeast ¼ of section 10, township 38 North Range 7, East of the third principal meridian, in the village of Sugar Grove, In Kane County, Illinois.

Parcel⁴ 2:

Lots 123, 140, 141, 146, 148, 149, and 153 in Black Walnut Trails Unit No. 3, Being a subdivision of part of the southeast ¼ of section 3 and part of the northeast ¼ of section 10, township 38 North Range 7, East of the third principal meridian, in the village of Sugar Grove, In Kane County, Illinois.

Parcel 3:

Lots 191, 193, 205, 206, 207, 208, 210, 211 and 212 in Black Walnut Trails Unit No. 6, a resubdivision of part of part of Windstone Subdivision unit 1, in the village of Sugar Grove, In Kane County, Illinois.

Parcel 4:

Lots 95, 96, 97, 99, 132, 156, 157, 158, 168, 169, 177, 179, 182, 185, 188, 189, 194 and 206 in Windstone Subdivision Unit No. 1, Being a subdivision of part of sections 3 and 10, township 38 North Range 7, East of the third principal meridian, in the village of Sugar Grove, In Kane County, Illinois.

Parcel 5:

Lots 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335 and a unnumbered outlot in Black Walnut Trails Unit No. 7, a resubdivision of Lot 171 of Black Walnut Trails Unit No. 6, part of Section 3, Township 38 North, Range 7, East of the Third principal meridian, in the village of Sugar Grove, in Kane County, Illinois.

Parcel 6:

Lots 334, 335, 336, and 337, in Black Walnut Trails Unit No. 8, being a subdivision of part of section 10 and a resubdivision of part of Black Walnut Trails Unit No. 7, in Township 38 North, Range 7, East of the Third principal meridian, in the village of Sugar Grove, in Kane County, Illinois.

2012K024596

³ Parcel 1 is not part of Windstone II.

⁴ Parcel 2 is not part of Windstone II.