

KLEIN CREEK HOMEOWNERS ASSOCIATION
ARCHITECTURAL REVIEW REQUEST FORM

Date : _____

Name of Homeowner(s) _____

Street Address _____

Email Address _____

Phone _____

I/We are requesting to make the following change(s) described below. Attached are sketches, specifications, colors, and a plat of survey, if appropriate.

Signature of Owner _____

Please submit your request to:

Real Estate Investor Service

188 W Industrial Drive, Suite 422

Elmhurst, IL 60126

Or scan & submit via email to cf@reisproperty.com

Office Use Only:

Received By _____ Date _____

Review Requirements and Fees for Klein Creek Homeowners Association

The Board of the Klein Creek Homeowner Association reserves the right to charge fees as per the Declaration of Covenants, Conditions, Restrictions and Easements for KCHA, Article VI. Paragraph 4.5.

Items to be submitted for review:

- New construction
- Addition to Residence
- Driveway Replacement
- Pool
- Screen Porch/ Gazebo
- Deck/Deck Expansion/Hot Tub/Lattice
- Solar Collector
- Patio/Pavers/Masonry/Driveway (if a change from original)
- Fence
- Sidewalks (if a change from original)
- Major Landscaping (over \$2000)
- Retaining Walls
- Change in Paint or Stain Color
- Fountain/Pond/Ornamental yard decorations
- Garage door change or new

Plans (per the requirement in Paragraph 4.5) should be submitted to:

Klein Creek Homeowners Association
C/O Real Estate Investor Service
188 W Industrial Drive, Suite 422
Elmhurst, IL 60126

Or submit via email to: cf@reisproperty.com

Previously some home improvements in KCHA were approved by the Village Development Department prior to KCHA approval. A discussion with the Village's Code Enforcement Officer reaffirmed an earlier agreement that no Village Building Permit will be issued unless the improvement has first been approved by the Klein Creek Homeowners Association.

ARTICLE III

GENERAL RESTRICTIONS

3.1 All Lots shall be used only for Dwellings by a Single Family. No Buildings other than Dwellings or Building Accessories shall be constructed or maintained on a Lot. All Dwellings shall have an attached garage containing not less than two parking spaces, which shall be for the sole use of the Owner of the Lot. Each Owner shall (i) maintain his Lot, including but not limited to mowing, trimming, removal and replacement of any dead vegetation, and all Improvements located thereon in a clean, sightly, and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar area serving said Lot, (ii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

3.2 All Improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with ali applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result.

3.3 The floor area of a Dwelling, in square feet of living area, calculated by using the exterior dimensions of each Dwelling (taken above the foundation level of the Dwelling at its highest point), exclusive of porches, utility or storage rooms, breezeways or garages, or living areas of Basements, shall be:

- a. For any one-story Dwelling, not less than twenty-one hundred (2, 100) square feet; and
- b. For any multi-story Dwelling, not less than twenty-five hundred (2,500) square feet.

3.4 No aluminum, vinyl or masonite siding shall be used in the construction of any Dwelling. All exteriors of Dwellings shall consist of brick, stone, cedar, redwood, stucco, or a combination thereof. No other exterior materials shall be used without the prior written consent of the Architectural Review Committee.

3.5 No Dwellings shall be constructed within 500 feet of any other Dwelling with the same front exterior elevation where one front elevation is fully visible by line-of-sight from the center of the front lot line to the other line.

3.6 No "split-level" or "raised-ranch" design for a Dwelling shall be constructed without the prior written consent of the Architectural Review Committee.

3.7 No Dwelling shall occupy more than fifty (50%) percent of the surface area of the Lot upon which it is situated. The maximum Building Height of a Dwelling shall be two (2) Stories or 35 feet,

whichever is less. The number of stories or heights of the Dwelling shall be measured from the highest elevation of the concrete foundation.

3.8 The roofing materials used on Dwellings shall be 240 pound or greater multi-ply asphalt or comparable shingle, fire-retardant cedar shake, clay, tile, or decorative concrete roof tile. Tie use of other materials shall be subject to the consent of the Architectural Review Committee. No exposed tin or metal chimney pipe shall be allowed. All chimneys shall be covered with masonry unless they are located totally in the interior of the Dwelling, in which event an "O • clearance chimney will be allowed.

3.9 All Building Accessories, visible garbage receptacles, fuel tanks, and wood piles (unless otherwise required by applicable authority), shall be located from the middle of the house, back to the rear yards of a Lot and screened from view from the front yard by an approved fence or plantings. Air conditioning equipment, wherever located, shall be screened from view from the front yard by an appropriate fence or plantings. Plantings must be of sufficient size to block view at time of planting.

3.10 Access drives and other paved areas for vehicular use on a Lot shall have a base of compacted gravel or crushed stone and shall have a wearing surface of concrete, brick or asphalt unless another material is approved in writing by the Architectural Review Committee.

3.11 No Swimming pool shall be built more than two (2) feet above the engineered final grading of the Lot upon which it is situated. No above-ground pools, excluding children's wading pools, shall be allowed. All pools must be of a permanent nature built of concrete or a similar material if approved by the Architectural Committee. The design of the pool and any Building Accessory shall be subject to the prior written consent of the Architectural Review Committee.

3.12 Solar collectors placed on a Building roof must be constructed at the same pitch as the roof of the Building. Solar collectors shall be aesthetically integrated with the Building design when visible and shall be hidden from view where possible, Any visible solar collectors shall be subject to the prior written consent of the Architectural Review Committee.

3.13 Each Owner shall be responsible, at its sole expense, for the repair, maintenance, and replacement, as necessary, of any perimeter fencing located upon its Lot. Any repairs or replacements shall be performed in a manner so as to cause such fencing to remain in appearance similar to the original appearance thereof.

3.14 No wall or fence shall be erected or maintained on any Lot with the exception of fences required for swimming pools or as required by Village Ordinances. Fences required by applicable ordinances of the City, or other governmental authority with jurisdiction thereover, to enclose an inground swimming pool shall be permitted within the rear yard of any lot within the Subject Property, so long as such legal requirement exists, provided that all such swimming pool enclosure fences shall be of a height not exceeding the minimum height permitted for such purpose by applicable law and shall be constructed of the materials and have the appearance as set forth in Exhibit attached hereto. In the event the Architectural Review Committee determines in their sole discretion that a privacy fence is desirable, the owner of such lot may elect to utilize the privacy type fence described in Exhibit "E" attached hereto in lieu of the fence identified in Exhibit "F" attached hereto. Any wall or fence shall be subject to the prior written consent of the Architectural Review Committee. Notwithstanding anything above to the contrary, the Declarant shall have the right to consent to fences on properties when in its sole discretion it determines that fences would be necessary or desirable. No chain link fence shall be constructed or maintained on any Lot except as may be constructed by Declarant in connection with the safety and security of the Golf Course Property.

3. 15 No flood lights or bright lights which illuminate adjoining Lots shall be permitted. No flagpoles shall be permitted to be permanently installed. Basketball standards or backboards shall be permitted so long as they are free standing, not attached to a Dwelling, garage or other Building.

3. 16 A uniform curbside mailbox design and size ("Uniform Mailbox") shall be installed and utilized by each lot owner within the Subject Property. The Uniform Mailbox shall comply with the appearance and specifications set forth in Exhibit • attached hereto. In the event the Uniform Mailbox as identified in Exhibit "H" , or any Uniform Mailbox design subsequently adopted by Declarant, becomes unavailable or impracticable for use within the Subject Property, Declarant may, in its sole and absolute discretion, select an alterative Uniform Mailbox design and the specifications therefor ("Alternative Mailbox"), and substitute the Alternative Mailbox specifications for those of the previously approved Uniform Mailbox by recording an amendment to this Declaration incorporating the specifications for the Alternative Mailbox. Notwithstanding anything contained in this Declaration to the contrary, an amendment to this Declaration for the purpose of incorporating the design and specifications for an Alternative Mailbox need on.ly be executed by Declarant and no other owners of lots within the Subject Property need execute such amendment for the same to be binding upon and enforceable against all lots within the Subject Property.

3.17 No above-ground communication, electric or television lines or cables shall be placed by any Owner anywhere on the Property other than within Dwellings. No television or radio antenna, earth station dish, pole, wire, rods or other device used in connection with the reception or transmission of any television, radio or any other electrical signal shall be erected or maintained on the exterior of any Dwelling or on any part of a Lot.

3. 18 No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to other Owners. Without limiting the foregoing, the following activities are specifically prohibited:

- a. Permitting rubbish or debris of any kind to accumulate on any Lot.
Permitting unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects to grow.
- c. The burning of refuse outside a Dwelling.
- d. Foil or reflective materials used on windows as sun screens.
- e. Heating/air conditioning units installed in any windows.
Exposed PVC pipe in any visible exterior location unless painted to match the Dwelling.
Allowing overhead garage doors to remain open when not in use.
- h. The accumulation of derelict vehicles, garbage, rubbish, or other unsightly materials within the Development, or, except in areas expressly designated therefor, in the vicinity of the Development.

The handing of laundry, clothing, rugs or any other articles on any railing, fence, hedge, or wall, or the erection of laundry drying equipment, including clotheslines, outside a Dwelling, except within screened patios or porches.

ARTICLE IV

ARCHITECTURAL CONTROLS

4.1 Except for Improvements constructed by Developer, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of the committee established in accordance with Section 4.2 (the "Architectural Review Committee"), which approval shall be obtained in the manner hereinafter set forth. Without limitation of the criteria which the Architectural Review Committee may apply, the following criteria shall be applied:

- a. Dwelling designs shall be well balanced, although symmetry is not required. Windows, skylights, overhangs, projected areas or portions of houses are usually a desirable attribute in many styles. Roof pitches, dormers, and roof windows should correlate with the style of architecture. Patterns, rhythms, and articulation of architectural elements are encouraged.
- b. Owners are encouraged to vary and mix tiles, brick and paint color of houses. The same exterior style house shall not be permitted to be built in violation of Section 3.5 of this Declaration.
- c. Gutters and downspouts on a Dwelling shall match or complement the exterior color scheme and be as unobtrusive as possible.
- d. All storm windows and screens and storm doors shall be matching or compatible to the exterior color scheme.
- e. Porches, patios, verandas, porticos, decks and gazebos are encouraged. Such Improvements shall be compatible with the design of the Dwelling.

4.2 The Board shall establish the Architectural Review Committee which shall consist of up to five (5) (but not less than three (3) members, all of whom shall be Owners and who may or may not be members of the Board, provided that prior to the Turnover Date, such members do not have to be Owners. The regular term of office for each member shall be two years, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the

Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Review Committee shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Review Committee shall meet as needed, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman.

Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member of the Architectural Review Committee may be paid a stipend or honorarium as from time to time determined by the Board.

4.3 The Architectural Review Committee is hereby authorized to promulgate from time to time written architectural standards, policies, and guidelines (the "Standards") governing the construction, location, landscaping, and design of Improvements, the contents of submissions of Plans and Specifications, and other information required to evidence compliance with and obtain approval pursuant to the provisions hereof. Any such Standards shall be binding and enforceable on all Owners with respect to all Improvements requiring the approval of the Architectural Review Committee. No Improvements shall be commenced, constructed, altered, added to or maintained upon any part of the Property (except for Dwellings and other Improvements which are constructed by Declarant and Developer and for Improvements which pursuant to this Article IV do not require the consent of the Architectural Review Committee) unless and until the Architectural Review Committee has approved in writing the proposed architect and builder of any such Improvements.

4.4 No construction of Improvements shall be undertaken or conducted on Sundays, except for (a) construction activities of Declarant and Developer, (b) emergency situations involving the potential loss, injury, or damage to persons or property, and (c) as otherwise permitted by the Architectural Review Committee.

4.5 To preserve the architectural and aesthetic appearance of the Development, no construction of Improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant and Developer, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, not shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the "Plans and Specifications" shall have been submitted to and approved in writing by the Architectural Review Committee as to the compliance of such Plans and Specifications with such Standards as may be published by the Architectural Review Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. For purposes hereof, "Plans and Specifications" shall be deemed to mean:

- a. The Lot site plan, as prepared by the Owner's architect, showing among other things, the location and dimensions of all intended Improvements;
- b. Drawings, plans and specifications, as prepared by the Owner's architect, of all exterior surfaces, showing elevations and grade, and including the color, quality and type of exterior construction materials; and
- c. All such other information as may be reasonably required which will enable the Architectural Review Committee to determine the location, scale, design, character, style and exterior

R 9 3 6 Q 3 9 5 appearance of Owner's

intended Improvements.

One (1) copy of such Plans and Specifications, so submitted shall be retained in the records of the Architectural Review Committee, and the other copy shall be returned to the Owner marked n approved, n "approved as noted, * or "disapproved. n Photographs of the adjacent houses or vacant lot on all sides of the

subject Lot shall be submitted at the same time as the foregoing plans and specifications and such photographs shall become the property of the Architectural Review Committee. The Architectural Review Committee shall establish a fee sufficient to cover the expense of reviewing Plans and Specifications and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof (the "Plan Review Fee"). The Plan Review Fee initially established for such review shall be \$300.00 for each submissions, and the Architectural Review Committee shall have the right to increase this amount from time to time. The Architectural Review Committee shall have the sole discretion to determine whether Plans and Specifications submitted for approval are acceptable to the Association. Following approval of any Plans and Specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling, or other Improvements with respect to which construction is underway to determine whether or not the Plans and Specifications therefor have been approved and are being complied with. In the event the Architectural Review Committee shall determine that such Plans and Specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved Plans and Specifications. , In the event the Architectural Review Committee fails to approved or disapprove in writing any proposed Plans and Specifications within thirty (30) days after such Plans and Specifications shall have been submitted, such Plans and Specification shall be deemed to have been expressly approved, provided the proposed Improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of Plans and Specifications, no further approval under this Article IV shall be required with respect thereto, unless such construction has not been substantially commenced within six (6) months of the. approval of such Plans and Specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such Plans and Specifications are materially altered or changed. Refusal of approval of Plans and Specifications may be based by the Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

4.6 No approval of Plans and Specifications and no publication of Standards shall be construed as representing or implying that such Plans and Specifications or Standards shall, if followed, result in properly designed Improvements. Such approvals and Standards shall in no event be construed as representing or guaranteeing that any Dwelling or other Improvement built in accordance therewith shall be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Article IV, any loss or damages to any person arising out of the approval or disapproval of any Plans or Specifications, any loss or damage arising from the noncompliance of such Plans and Specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such Plans and Specifications.

VIII. ARCHITECTURAL REVIEW AND MODIFICATION RULES

IX.

The Architectural Review Committee (ARC) provides the following architectural review criteria for the individual owners to use in the preparation of architectural plans submissions for approval. The Architectural Review Committee 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 individual Owner.

All Owners prior to beginning any exterior changes, including but not limited to, additions, remodels or improvements to their Lot or Home must comply the provisions set out in the Declaration and specifically Article III, "General Restrictions" and Article IV, "Architectural Controls" as well as all the Rules set forth herein this Rules and Regulations. Additionally the following shall also apply.

- A. No building or other improvements shall be commenced or maintained, including any additions or exterior alterations to an existing dwelling, lot, landscape or hardscape until the complete construction plans, specifications and site plan have been submitted to, and approved by, the Architectural Review Committee. All submissions must be made to ARC prior to the Village of Winfield. The Association and/or its Managing Agent will charge a fee to cover expenses related to the review process and administration of these submissions. The amount may be changed from time to time. Therefore contact the Managing Agent for a current listing of fees. See Exhibits I and J for ARC Submission Standards documents required for a complete submission and a list of current fees. Any incomplete submissions will be returned to the submitter. After written approval is received, submission may be made to the Village and only after Village approval may construction begin and must be completed within a reasonable time. The ARC may charge the property Owner for out-of-pocket expenses and any charges resulting from a dispute between the Board and an Owner.
- B. In the event the Owner of the property does not submit appropriate complete plans and ignores or refuses to submit plans, including submitting to ARC prior to the Village, the Association may take any legal action necessary to enforce these requirements, including shutting down the construction. The property Owner will be billed for any expenses incurred by the Association (legal and/or other expenses) plus 10% of the Association's costs, and this bill will be due and payable within 30 days after the billing. If not paid by then, the Association will follow its normal procedures for the collection of fees.
- C. Fencing on approved lots — approved Privacy fencing (i.e. board on board style fencing) in the rear yard only is detailed in the Association's Declaration in Exhibit F. Chain link fencing is not permitted. Decorative fencing such as wrought iron is not permitted for perimeter fencing around the back, sides or front of a lot. They are allowed only to surround an in ground pool. Type, height, length, color and location of the fence must be approved by the Architectural Review and Modification Committee prior to commencing installation.
- D. In ground pools may be considered for approval provided they are properly decked, screened, and landscaped with appropriate protective fencing.

GENERAL REQUIREMENTS FOR REMODELS AND CONSTRUCTION:

A. The lot Owner is responsible for:

1. Maintaining a clean site
2. Not allowing debris to accumulate or to be blown onto adjacent property
3. Storing construction waste in dumpsters or within the structure
4. Daily scraping and cleaning of mud and dirt tracked onto roadways
5. Installing and maintaining protective fencing for existing landscaping (including parkway landscaping)
6. The project must be completed within the time allotted as approved by the ARC.