

Covington Court Community Association

RULES AND REGULATIONS

(Revised May 8, 2006)

PURPOSE: These Rules and Regulations have been established for the following purposes:

- To promote the common good and general welfare of all Members of the Association;
- To protect the investment and enhance the property values of all Owners;
- To ensure the right of quiet enjoyment for all residents;
- To ensure the safety and security of all residents;
- To prevent general nuisances, disturbances and inconveniences to all residents.

AUTHORITY: The Board of Directors is empowered to establish and enforce Rules & Regulations for Covington Court by the following provisions of the Declaration of Easements, Restrictions and Covenants (“the Covenants”), the By-Laws and the Architectural & Landscaping Control Manual (“the Manual”):

- Article III ¶3.04 (a), (b) and (g) of the Covenants;
- Article III ¶3.05 of the Covenants;
- Article IV, ¶4.03(d) of the Covenants;
- Article V, ¶5.01 and ¶5.03 of the Covenants;
- Article VI, ¶6.01(a) of the Covenants;
- Article VIII, ¶8.04 of the Covenants;
- Article IX, ¶9.02 of the Covenants;
- Article X, ¶10.10(e) of the Covenants;
- Article V, Section 1(a) of the By-Laws;
- Article VII, Section 7 of the By-Laws;
- Section III of the Manual.

ENFORCEMENT: The Board of Directors is authorized by Article V, Section 2(g) of the By-Laws to enforce the provisions of the Covenants, the By-Laws, the Manual and these Rules & Regulations. The Board will take such action as necessary and appropriate to compel compliance with these requirements. The Board will notify any Member who is in violation of any of the provisions of the Declaration of Covenants, By-Laws, Manual or these Rules & Regulations. If, after having been properly notified of a violation, a Member fails to remove, cure or correct the condition, the Board will assume responsibility to cause the condition to be corrected. Members in violation shall be assessed the cost of such corrective action in accordance with the provisions of Articles IV, ¶4.03(d) and VIII, ¶8.04 of the Covenants and enforced as prescribed in Article XI, ¶11.03 of the Covenants.

RULES AND REGULATIONS FOR COVINGTON COURT

(Revised May 8, 2006)

1. All residents are entitled to the right of quiet enjoyment of their homes and the community area. "Quiet Hours" have been established during which no exterior construction and maintenance contractors, including landscapers, are permitted to work within the subdivision. Outside construction and maintenance work is permitted to be conducted only during the times and days listed below. All work must be **completed** by the prescribed ending time and contractors will not be admitted within one hour prior to this time. **It is the responsibility of each Owner to notify his/her contractors of the work hour restrictions.**

Monday through Friday: 7:00 AM to 5:30 PM (No contractor entry after 4:30 PM)

Saturday: 8:00 AM to 4:00 PM (No contractor entry after 3:00 PM)

Sunday and Holidays*: NO CONSTRUCTION OR MAINTENANCE WORK IS PERMITTED.

(* Holidays include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day)

Note: These restrictions do not apply to work being performed inside the home that is not noisy or disruptive to other residents.

2. Routine deliveries to residents are permitted to be made within Covington seven (7) days a week between the hours of 7:00 AM and 10:00 PM. Contractors' deliveries of construction materials, supplies and tools are restricted to the construction schedule listed in item 1 above.
3. The exteriors of all homes within Covington shall be maintained in good condition and repair. Peeling paint, missing roof shingles, broken windows, cracked driveways, unkempt lawns and landscaping, and the like shall be promptly remedied by the Owner. *Covenants Article VIII 8.04.*
4. No sign of any kind shall be displayed to public view upon any lot or common area, except that a builder may erect one sign per lot during construction. Construction signs must be removed promptly upon occupancy of the home. *Manual Section IV 4.12 and 4.14.*
5. Household pets shall be permitted to be kept or maintained on any Lot within the subdivision so long as they are not kept, bred or maintained for commercial purposes, and shall be restricted to dogs, cats, and other household domesticated animals approved by the Board. The number of animals permitted shall be limited to two per household, except there shall be no limit placed upon the number of tropical fish or pet birds such as canaries and parakeets. No livestock, poultry, or wild animals of any kind shall be raised, bred or kept on any Lot within the subdivision. *Covenants Articles VI 6.01(a) and IX 9.02.*
 - a. No dog or cat shall be permitted to run at large within Covington. Any dog or cat not on the premises of its owner must be on a leash and under the control of a person physically able to control it.
 - b. Any individual dog, either muzzled or unmuzzled, leashed or unleashed, attended or unattended, which approaches any person in a ferocious or terrorizing manner, and in an apparent attitude of attack, shall be categorized as a "Dangerous Dog." Any dog

determined to be a “Dangerous Dog” must be muzzled wearing a choker collar and on a leash under the control of a physically able person at all times, both on and off the premises of its owner.

- c. Any individual dog that either: (1) when unprovoked inflicts bites upon or attacks a human being or other animal either on or off its owner’s premises, or (2) has been found to be a “Dangerous Dog” upon two separate occasions, shall be categorized as a “Vicious Dog”. No “Vicious Dog” shall be permitted to be kept within Covington.
 - d. The owner of a dog which violates the “Dangerous Dog” guideline shall be fined \$500 upon the first incident and cited with a written warning. A second incidence shall invoke a \$2,500 fine and the dog shall be required to be removed permanently from Covington.
6. No fence, wall or other dividing instrumentality shall be constructed or erected upon any Lot, except that swimming pools are required to be completely enclosed within a fenced area. *Covenants Article VIII 8.01 and Manual Sections IV 4.11 and V 5.3.6.*
 7. No outbuilding, shack, trailer, or shed of any kind shall be erected or maintained on any Lot, either temporarily or permanently. Tents are permitted for temporary recreational use, such as to shelter outdoor parties or for backyard campouts, but may not be maintained for significant periods of time. *Covenants Articles VIII 8.01 and IX 9.01 & 9.04.*
 8. No outside storage of mobile homes, boats, trailers, recreational vehicles, vans with commercial license plates, trucks or commercial vehicles of any kind shall be allowed upon any Lot. The storage of inoperable vehicles of any kind upon any Lot is strictly prohibited. *Covenants Article IX 9.02.*
 9. No outside laundry apparatus or hanging of laundry shall be permitted on any Lot. *Covenants Article VIII 8.03.*
 10. No rubbish, trash, garbage or waste material of any kind shall be kept or permitted to accumulate on any Lot except in appropriate covered sanitary containers located so as to be concealed from the public view. The burning of refuse or waste materials is prohibited within the subdivision. *Covenants Article IX 9.02.*
 11. Trash left at the curb for pick-up must be covered or secured sufficiently to prevent loose items, newspapers, etc. from being blown by wind out of their containers. Garbage cans, recycle bins and other trash containers are not permitted to be left at the curb beyond trash pick-up day. It is the responsibility of each Lot owner to clean up debris that is dropped or blown into the street gutter or onto the Lot. *Covenants Article VIII 8.04 and Article IX 9.02.*
 12. No television or radio antenna or tower shall be permitted to be erected outdoors. Satellite dishes three (3) meters in diameter and smaller are permitted. *Covenants Article VIII 8.03 and Manual Section IV 4.14.*
 13. Outdoor lighting and fixtures shall be subject to the review and approval of the Architectural Review Committee. Outdoor lighting must be in harmony with the aesthetics of the community. Excessively bright, harsh or glaring lights will not be permitted and shall not reflect light or glare onto adjacent lots. *Manual Section V 5.3.9.*

14. Mailboxes shall be M. Northey Co., Inc. Model #9523 in black with 4" tubular base only. No other type, style or color of mailbox shall be permitted in Covington. No attachments to the mailbox or its supporting post will be permitted. Mailboxes shall be kept in good repair.
15. Street parking shall be restricted solely to one side of the street in order to assure adequate room for cars, school buses and other traffic to pass easily. Owners are responsible for the compliance of their contractors. Exceptions to this rule shall be permitted in cases when Owners are hosting large parties or gatherings and it is not feasible to restrict parking to one side only. Vehicles shall not be permitted to park overnight on any street within the subdivision. *Covenants Article III 3.04(g)*.
16. No activities shall be carried on which annoy or disturb or are likely to annoy and disturb other Owners. Excessive or unnecessary noise of any kind shall not be permitted, including but not limited to loud music, machinery, wind chimes, and the like. *Covenants Article III 3.04 and Article IX 9.02*.
17. Christmas decorations and lights shall be permitted to be displayed to public view from the period beginning Thanksgiving weekend and may remain lit no later than January 15th of each year. All decorations must be removed by February 15th.
18. Each Lot owner is responsible for the proper maintenance of the lawn and landscaping. Lawns must be adequately irrigated and mown, and must be free of unsightly weeds. Hedges and shrubbery must be kept appropriately trimmed. Trees must be properly pruned. Dead trees and plants are not permitted to be kept in place and must be promptly removed and replaced. *Covenants Article V 5.01 and Manual Section V 5.3.1 (a) and (b)*.
19. No industry, business, trade, occupation or profession of any kind which requires frequent or regular visits to the premises shall be conducted, maintained or permitted within the subdivision. No regular business of any kind or nature whatsoever shall be permitted to be carried on. *Covenants Article IX 9.01*.
20. The display of flags shall be limited to the United States Flag. Temporary flag poles supported by house mounted brackets are acceptable. Permanent free standing flagpoles shall not be permitted.
21. Gaudy landscape ornaments, statuary, fountains, etc., shall not be permitted if visible from the street in front of the house. *Manual Section V 5.3.10*.
22. The permitted speed limit within Covington is 10 miles per hour.
23. Each Owner is responsible to inform all contractors and service personnel of these rules and regulations and to ensure full compliance by all contractors.
24. All ordinances of the Village of Oak Brook shall be in full effect and enforced within Covington.