

About This Document

This document includes only the *Restrictions* from the official Concord Oaks Declaration. It's been provided separately for quick reference, as these are the most commonly cited rules that affect daily living and property changes. Please note this is not a replacement for the full governing documents and should be read alongside the complete Declaration, By-Laws, and Rules & Regulations.

CONCORD OAKS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

ARTICLE IX RESTRICTIONS RELATING TO PROPERTY

Section 9.01. No Structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration. All Structures on the Property shall be of new construction.

Section 9.02. The Lots shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same or any portion thereof, nor shall any resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

Section 9.03. No Structures other, than a detached residence for a single family occupancy shall be constructed on each Lot. No tool or storage sheds, animal houses or other structures (except the single family residence referred to in the preceding sentence) shall be constructed on any Lot. There shall be no construction on any Lot which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (a) the Dwelling Unit on such Lot or (b) the remainder of the Dwelling Units on the Property. The paint color and architectural style of the Dwelling Unit shall not be materially changed from the paint color and architectural style of the Dwelling Unit at the

time a Certificate of Occupancy therefore has first been issued by the Village. In addition, any construction undertaken upon any Lot must be completed within eighteen (18) months of the date of commencement of said construction.

Section 9.04. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the Village.

Section 9.05. Except as otherwise provided by Section 9.07 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence or for any other purpose, either temporarily or permanently.

Section 9.06. No advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Dwelling Unit or Lot, except as provided in Section 9.07 hereof.

Section 9.07. The Developer may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Developer shall determine, such temporary facilities as in its sole discretion may be necessary or convenient including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments and sales and construction trailers.

Section 9.08. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 9.09. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Dwelling Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage may not be burned on the Lots.

Section 9.10. Drying of clothes shall be confined to the interior of the Dwelling Units. No clothes, sheets, laundry, blankets or other articles of clothing shall be hung out in any portion of the Property

Section 9.11. An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 9.12. If Developer or Declarant shall install a mailbox on a Lot, the respective Owner shall be responsible for maintaining, in good condition and repair, such mailbox and

to replace, if necessary, said mailbox with a mailbox of exactly the same height, material and styling as originally installed.

Section 9.13. No nuisance, noxious or offensive activity shall be carried on in the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Dwelling Units on the Property.

Section 9.14. No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Property.

Section 9.15. Parking areas and driveways shall be used for parking operable automobiles only and no part of any Lot shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Section 9.13 hereof. Passenger motor vehicles in non-operative condition shall not be parked, except in garages.

Section 9.16. The operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than simple mast antennae located on the roof of a Dwelling Unit) shall not be allowed.

Section 9.17. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Property other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

Section 9.18. Each Owner shall regularly mow and trim all areas of his Lot covered with ground cover which are not maintained by the Village pursuant to the SSA Ordinance, and shall keep all areas of his Lot designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition. No trees, plantings, shrubbery, fencing, patio structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking or regrading or redirecting swales, ditches or drainage areas or otherwise.

Section 9.19. No fences shall be located in any area designated in a plat of subdivision affecting the Property as a landscape easement or in the one (1) foot area adjacent to said

landscape easement. No fences may be constructed upon the Property except in accordance with any recorded subdivision plat of the Property and applicable Village ordinances.

Section 9.20. No Owner shall be allowed to alter the entry of any Dwelling Unity by enclosing them, in any way, with any materials, other than entry roofs or enclosures of the Village approved building plans.

In addition to the restrictions listed in Section 9, the following provision also applies to all homeowners:

Section 12.10. No Owner shall lease or rent his or her Lot or Dwelling Unit for a term less than thirty (30) days. Every lease of a Lot or Dwelling Unit shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions and easements of this Declaration and of the By-Laws.

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