

*RULES AND
REGULATIONS
OF
KINGSPONTE OF
NAPERVILLE*

Revised March 2, 2020

**RULES AND REGULATIONS
OF
KINGSPONTE OF NAPERVILLE ASSOCIATION**

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I. DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Condominium Property Act, the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. Declaration: the Declaration for Kingspointe Condominium Association which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 1/1/95 as Document No. 11111, and as amended from time to time thereafter.
- B. By-Laws: The By-Laws of Kingspointe Condominium Association, and as amended from time to time thereafter.
- C. Property: All the real property against which the Declaration is recorded, including any improvements thereon.
- D. Act: The Illinois Condominium Property Act, as amended from time to time.
- E. Association: Kingspointe Condominium Association, an Illinois Not For Profit corporation.
- F. Board: The Board of Directors of the Association.
- G. Rules and Regulations: The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- H. Common elements: The Common Elements of the Association, as defined in the Act and the Declaration. **The Common Elements are defined as any Building or Common Grounds areas outside of the Unit (Lawn Areas, Sidewalks, Exterior of the Buildings, Pond Areas, Asphalt Guest Parking Areas) and as detailed in the Association's Covenants.**
- I. Unit: A portion of the Property as defined in the Declaration.
- J. Owner: The Owner or Owners of a Unit, as defined in the Declaration.
- K. Owner in good standing: An Owner who does not have any outstanding Association assessment debts.
- L. Member of Members of the Association: An Owner or Owners.
- M. Assessment or other charges: Any amount which the Board may assess or levy against an Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws, or the Rules and Regulations.
- N. Managing Agent or Manager: The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.

- O. Permitted Vehicles: Passenger-type automobiles in a fully drivable and operable condition having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes; OR lightweight recreational motor vehicles, excluding campers, provided, however, that lightweight recreational vehicles shall have a “B”, “RV”, or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000 lb.), shall have an overall length of less than twenty feet (20 ft), shall have an overall width of less than seven feet (7 ft), shall be capable of being driven into a Unit’s garage and stores in a Unit’s garage with the garage door closed and shall be of a design which does not impede entry and exit from a Unit when parked on a Unit’s driveway; OR motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.
- P. Emergency Vehicles: Ambulances and hospital or medical vehicles of any type; OR fire fighting vehicles of any type; OR police protection vehicles of any type; OR snow plowing vehicles; OR permitted vehicles, provided that each of the foregoing is being utilized for emergency or normally understood and accepted purposes for the health, safety and welfare of the Owners, Residents and other persons on the Property.
- Q. Non-permitted Vehicles: All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles; OR any vehicles without valid state license plates and appropriate municipal vehicle stickers, if required; OR any commercial vehicle with lettering (or if not lettered is clearly intended for commercial purposes) unless it is parked in a unit owner’s garage. Any vehicles that are defined as a Non-permitted vehicle that are registered with the Association no later than October 16, 2003, are “grandfathered in” in relation to this rule amendment.
- R. Abandoned Vehicles: Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; and which has not been used or moved for at least seventy-two hours (72 hours); OR which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required, OR which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.
- A. Resident: Any person who resides on the Property, including families and tenants of Owners and including an Owner as the context so indicates.

II. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Any complaint which alleges a violation of the Declaration, Bylaws or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the **Violation Complaint** - Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:
 - 1. The name, address and phone number of the complaining witness.
 - 2. The Owner’s name, Unit number or address where the person or Resident being complained of resides.
 - 3. The specific details or description of the violation, including the date, time and location where the violation occurred.
 - 4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.

5. The signature and address of the complaining witness and the date on which the complaint is made.

- B. If a unit owner violates or is otherwise liable for a violation of the Declaration, Bylaws, or Rules and Regulations, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B - page 1 (hereafter "Notice of Violation").

In the event that alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward that matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Owner's account if the Owner is found to be guilty of the violation by the Board.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demand, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws or Rules and Regulations of the Association, or by law.

- C. If any owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Owner **MUST** proceed as follows:
1. Within fourteen (14) days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form (attached hereto as Exhibit B - page 2), which is sent with the Notice of Violation, and by returning it to the Association at the address indicated on the Notice of Violation.
 2. If a request for a hearing is filed, a hearing on the complaint shall be held ***at the next regularly scheduled Board meeting unless an extension is requested in writing and that the Unit Owner must be present in person at that meeting.*** The Board may continue any hearing from time to time at its discretion.
 3. At any such hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding on the Owner and the Association.
 4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has completed its determination. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit C.
- D. If no request of a hearing is filed within fourteen (14) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted and appropriate sanctions shall be imposed. The owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.

- E. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Declaration, Bylaws, or Rules and Regulations, the Owner shall be notified of the finding by the Association by its Board that a first violation has occurred. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association expense may be imposed.
 2. If found to be guilty of a second or continuing violation of the same provision of the Declaration, Bylaws or Rules and Regulations, the Owner shall be notified of the findings by the Association or its duly authorized agents. The Owner shall also be assessed a fine.
 3. Where a fine is imposed, it shall charged be as detailed below in the Schedule of Fines: in the amount of **fifty dollars (\$50.00) per incident or \$10.00 per day until the violation is corrected.**
 - **Schedule of Fines –**
 - 1st Fine = \$50.00 or \$10.00 per day until the violation is corrected.**
 - 2nd Fine = \$75.00 or \$10.00 per day until the violation is corrected**
 - 3rd Fine = \$100.00 or \$10.00 per day until the violation is corrected**
 - 4th Fine = \$125.00 or \$10.00 per day until the violation is corrected**
 - After the 4th notice for the same issue the matter will be forwarded to the Association's attorney for resolution. Any legal fees incurred by the Association will be billed back to the Unit Owner.**
 4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition of the property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made, and to pay any legal expenses and costs incurred by the Association as a result of the violation. The Board will permit the owner to make repairs only after approving the particular work to be done, the materials to be used, the contractor and any other considerations deemed necessary or appropriate by the Board. The unit owner must provide all plans, specifications and other documents or items requested by the Board to review the work to be done.
 5. In the event any violation has resulted in damage to any Unit or Common Element which has not yet been repaired, or has resulted in any damage or any unauthorized condition of the Property, the Owner will be given one notice of violation to correct the damage or architectural violation. The Board will permit the owner to make repairs only after approving the particular work to be done, the materials to be used, and the contractor and insurance so that the Association is assured that the contract gives warranties and rights to the Association while holding the unit owner responsible for payment. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made, the Association will proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required. Note: in addition to the foregoing assessment, and in order to encourage Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Owner who forces the Association to correct a violation with the cost of labor and materials, AS WELL as an administrative charge of two hundred and fifty dollars (\$250.00) OR ten percent (10%) of the total cost of labor and materials, whichever is GREATER.

- F. Any Owner assessed hereunder shall pay charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof, including but not limited to interest on the total fined amount, the interest charged being the Prime Rate as stated in the Wall Street Journal plus three percent (3%) annual accrument. All charges imposed hereunder shall be added to the Owner's account and shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.
- G. Time is of the essence of this policy. Notices are deemed served by mail following two (2) days after deposit in the United States Mail, postage prepaid, to the Unit address, or to such other address as the unit owner may have previously filed with the Board.
- H. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided by law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations of the Rules and Regulations of the Association.

III. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations. The Board has the authority and right to reasonably interpret and apply its rules and regulations.

These Rules and Regulations are binding on all Owners, Residents, their families and guests.

IV. RULES REGARDING THE USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY

- A. Alterations: No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, attic, grounds in and around the buildings and the lawns. Exceptions may be made only by written consent of the Board, or as stated in section "N. Landscaping".
- **Route 59 Wall Enclosure – Nothing shall be attached to the wall enclosure adjacent to Route 59 without the express written approval from the Board of Directors.**
- B. Satellite Dishes/Antennas:
1. No satellite dishes or antennas may be installed without prior written approval of the Board of Directors.
 2. Exterior Modification Form must be completed and sent to the Management Company showing the exact location of the dish along with a wiring diagram. No wiring can be installed on either the siding or wood trim.
 3. Satellite dishes can be installed on the roof upon written approval from the Board of Director. A \$100.00 non-refundable fee must be submitted with any satellite application. Once the dish is installed a licensed roofer will inspect the installation to insure that there has been no damage to the roof/siding. Any costs incurred by the Association to correct any damage(s) to the roof due to the dish installation will be billed to the unit owner and must be paid within thirty (30) days of receipt of notice of the damage. **Upon sale of the unit the Association will remove the dish at the**

4. **Owner's expense to insure that there is no damage to the building from the dish removal.** The Association must receive at least a seven (7) day notice from the date of removal from the Seller of a unit in order to allow the Association sufficient time to re-inspect the building. **Any dish installation/removal not approved by the Association in writing will receive a fine of \$250.00 for each and every month the dish is not removed.**

- **A Purchaser of a Unit may submit an Exterior Modification Request to the Association requesting that they be allowed to keep any existing dish on the roof. The Purchaser as of the date of approval by the Association will then be personally responsible for the installed dish.**

5. Satellite dishes can also be installed on a pole not to exceed 3 feet in height and placed in the planter bed at the rear of the unit.
6. Satellite dishes are not prohibited in front of the unit.
7. Wiring cannot be attached to the siding. It can be installed through the foundation or hidden underneath the siding.

C. Assessments and Collections:

1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing which is received after the fifteenth (15th) day of the month shall be considered late. All payments received will be applied to the oldest amount due.
2. Any payment of less than the full amount of all assessments and other charges which are due in any given month of any payment which does not bring an Owner's account to be in good standing shall cause the Owner to be subject to a Late Charge of **Forty Dollars (\$40.00)** for that month which shall be added to and deemed a part of the Owner's Assessments.
3. Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to an Owner's account.
4. Owners who are delinquent in the payment of assessments or any other charges or amounts due the Association are subject to legal action as permitted by the Act, Declaration, Bylaws and these Rules and Regulations. All legal fees and costs will be assessed to the Owner and Unit account.

D. Awnings or Sunroofs: No awning, sunroof, canopy or shutter of any type is permitted.

E. Balconies and Patios:

1. Owners shall keep patios and balconies clean, orderly, and free from clutter.
2. Balconies and patios may not be decorated, enclosed, altered, or the appearance changed in any way, without the prior written consent of the Board. **The only exception to this provision is for reasonable holiday decorations which may be displayed from 30 days before and after the Holiday date. Decorations can only be installed on the limited common elements as defined in the Association's Covenants. Flower baskets cannot be permanently installed to any portion of the balcony/patio areas. Patios and balconies should be clean, orderly and free from clutter.**
3. Balconies and patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs and other items usually associated with patios and balconies.
4. Clothing, sheets, blankets, laundry, bird feeders and other objects shall not be hung out or exposed on balconies or patios.
5. Balconies and patios must not be used as pet runs.

6. Owners are responsible for damage caused by object which fall from balconies or which are blown from balconies or patios.
 7. No items or objects shall be thrown, swept or shaken from balconies or patios.
 8. Barbecuing will be allowed only on patios and balconies using gas grills or charcoal grills with hoods or covers. Absolutely no liquid charcoal starter fuel or any other flammable liquids or kindling or starting agents may be stored.
 9. No toys including but not limited to plastic playhouses, cycles, slides, sandboxes, boats, rocking horses, pools, trampolines, ladders, etc. may be left on the patios overnight (all toys must be placed either in the units garage or house area each night).
- F. Bicycles: Bicycles shall not be parked or stored on the Common Elements or on balconies and patios.
- G. Board Meetings & Association Records: Board meetings, except executive sessions as permitted by law, are open to all Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Owners. As required by law, the books and records of the Association are available for the inspection of Owners, provided that the request is made to the Board in writing in accordance to the Act.
- H. Common Elements
1. Storage of any kind is expressly prohibited on or in any Common Elements unless the elements are expressly designated for such purpose.
 - a. **Any items (toys, lawn furniture, pools, balls, etc.) found on the common areas will automatically, without notice, be removed and discarded.**
 2. All toys, recreation equipment, bicycles, lawn chairs and the like must not be left on Common Elements Property overnight.
 3. Any games or other activity which creates a nuisance, damages any Common Elements, or disrupts the peace is prohibited on or in any portion of the Common Elements.
 4. Owners may not enclose any portion of the Common Elements with a fence or other boundaries without prior approval of the Board.
 5. Any trees, shrubs, or plantings to be installed on the Common Elements must be approved by the Board or its duly authorized agents, unless otherwise authorized herein.
 6. Owners are responsible for keeping lawn areas immediately surrounding their units clean and free from debris.
 7. **Trash Collection Procedure – (Collection of trash is provided by the City of Naperville)**
 - a. **Trash must be placed on the curb for collection the evening prior to pickup.**
 - b. **Empty containers must be removed from the curb the day of pick-up and placed in the Owner's garage area. NO containers are allowed outside of the garage except on these days.**
 - c. **Tires, hazardous liquids and landscape materials are banned from collection.**
 - d. **Furniture and Appliances are included in the weekly collection.**
 8. **Newspapers and other delivery items must be removed from the driveway/delivery area on same day of delivery.**
- I. Damage to Common Elements Property: Any property which is damaged by the conduct of an Owner or by the Owner's family, tenants, or guests will be repaired as indicated in the Declaration, Bylaws or Rules and Regulations "Part IV Section E paragraph 5".
- J. Deliveries: Deliveries shall be made in such a manner that the delivered material is not stored on Common Elements.

K. Emergencies: In the event of an emergency, contact the Manager and the appropriate governmental entity.

L. Garages:

1. Garages shall be used primarily for parking of vehicles.
2. Except when entering and exiting the garages, garage doors must be kept closed to present an attractive appearance to the Property.
3. No exterior alterations may be made to garage doors.
4. Car engines may not be left running in garages.
5. Any vehicle repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Any work or activity producing noise in garages is prohibited between 10 p.m. and 8 a.m.
6. Barbecuing in garages is prohibited.
7. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles.
8. Garages are not to be used primarily as work-shop or hobby-shop areas.
9. Nothing shall be stored in any garage that might create a danger of fire or explosion or that might create harmful or offensive fumes. Flammable materials may not be stored or kept in garages.

M. Insurance:

1. According to the Declaration, Article 1, Section 1, the Owner is responsible for obtaining insurance on the contents of his/her Unit and for personal liability.
2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings, or contents thereof. No Owner shall permit anything to be done or kept in this Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law.

N. Landscaping:

1. Flowers not exceeding two feet (2 ft.) in height are the only types of landscaping which Residents may plant without obtaining written permission of the Board. Flower beds or gardens shall be limited to those areas immediately adjacent to the owner's unit which shall include those planter beds in the front of the unit, on the side of the unit (if any) and at the rear of the unit only. No additional plant material, flowers, decorations of any nature may be planted or placed in the common area planter beds. Common area planter beds are defined as those planter beds located away from the building (those areas not immediately next to the buildings) in the open lawn areas. All other planting will be subject to approval by the Board, and a drawing of suggested additional planting must be submitted to the Board as a precondition to the Board's consideration of the request.
2. Vegetable or fruit plants are not permitted.
3. Owners shall be responsible for the care and maintenance of any gardens they plant.
4. Any garden must be planted in such a way so as not to interfere with the functions of any maintenance equipment used for the grass or Common Elements.
5. Once a garden has been planted, the Association is no longer responsible for replacement of sod in that area.
6. Any sod or other property damaged by the neglect or abuse of any person on the Property shall be replaced at the expense of the Owner or person who is responsible.
7. The Board has the authority to require a unit owner to remove any landscaping at any time as the Board deems appropriate.

8. Solar or any other types of sidewalk or patio lights must be maintained by the Unit Owner at all times.
- O. Maintenance Requests: Maintenance request shall be submitted to the managing agent.
- P. Meter Rooms:
1. Meter rooms may not be used for storage of any kind.
 2. No perishable goods or flammable materials may be kept or stored in storage areas.
 3. Doors to meter rooms must be kept closed and locked.
- Q. Moving:
1. Permitted moving hours are from 8:00 a.m. to 8:00 p.m.
- R. Retention Pond
1. No Owner is to dump or otherwise place any solvent, oil, soap, or non-natural substance into any drain on the Association's Property.
 2. Playing in the pond area is prohibited, as indicated in "Section H paragraph 6" above.
 3. No items may be placed in or on the pond. This includes, but is not limited to, the use of remote-controlled toys.
 4. In winter, skating on or walking across the frozen pond is prohibited.
- S. Seasonal Decorations:
1. No outdoor decorations are permitted, except as in accordance with "Section E, Paragraph 2" above.
 2. No decorations which create a safety hazard will be permitted.
 3. The use of artificial Christmas trees is urged due to the potential fire hazard of natural trees. If natural trees are used, they must be wrapped when being brought into the building or taken out of the building.
 4. The Board has the authority to require the removal of any decorative item at any time as the Board deems appropriate.
- T. Security: If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
- U. Signs and Advertisements:
1. All signs are prohibited on the Property. "For Sale" or "For Rent" or "For Lease" signs are prohibited everywhere on the Property, except for the inside of a unit's window.
 2. One (1) "For Sale" sign per unit is allowed to be displayed, provided: a) it is attached to the inside of the window; b) it is no larger than 9" x 12"; c) any sign which the Board determines to be offensive or causing a nuisance or annoyance must be taken down immediately upon written notice from the Board or its agent.
 3. Signs may not be attached to the exteriors of any building.
- V. Storm Doors:
1. All storm doors must be white in color and of the full view style.
 2. Storm doors must be maintained in good repair by the Owner. Maintenance of the storm door is the responsibility of the Owner.

W. Rules Regarding Pets:

1. No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose.
2. **No Unit shall have more than two (2) dogs in the unit. Any existing dog(s) in excess of two, will be "Grandfathered In" effective May 4, 2015. Dog Owner's must register with the Association any existing dogs within the unit no later than June 30, 2015. Any dog(s) in excess of two (2) that pass away may not be replaced.**
3. All animal fecal matter deposited on the Property is to be immediately picked up by the owners, bagged, and properly disposed of.
4. Under no circumstances are dogs permitted to urinate or defecate in the areas within 10 feet of the buildings. Pet owners must clean up after pets immediately if matter is deposited on Common Elements.
5. Dogs must be leashed while outdoors or on any Common Elements. First floor Owners may not attach leashes to patio railings and use the lawns outside their Units as pet runs. No dog stakes are allowed.
6. No pet may be left unattended at any time on Common Elements.
7. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Elements or the Property of any other Resident.
8. An Owner is responsible for the actions and/or damages of pets of anyone residing in or visiting his/her Unit.
9. The Board of Directors recommends to all Association Members with pets that all pets be walked in the following areas : a) along the pond areas at the southeast corner of the property up to 20' from the shoreline, b) along the set-back (area from the sidewalk to the street) along Bond Street or Gowdy Street, c) along the pathway on east side of the property, d) along the north perimeter adjacent to the shopping center or along the Route 59 berm to the west of the property." All pets must be cleaned up after immediately and be placed on a leash not to exceed 15' at all times. Any damages to the property (lawn areas, etc.) shall be repaired by the Association and billed to the owner. All such charges are due and payable to the Association within 15 days of receipt of such notice. Failure to remit full payments of damages within this time period will result in the Owner's account being forwarded to the Association's attorney for collection. Pet "stakes" will no longer be allowed on the property except on a temporary basis when the owner is present with their pet (pets can no longer be left outside unattended attached to a "stake".
Any Owner who has been found to have been guilty of two **(2) or more** violations of the pet rules shall be deemed to be liable for having a pet which creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the Owner to have the pet removed permanently from the Property upon thirty (30) days' written notice to the Owner from the Board or its duly authorized agents. The Board's decision is final and binding.
10. If the aforementioned pet is still occupying the Owner's Unit after the thirty (30) days' notice, the Owner will be fined the amount of twenty five dollars (\$25.00) per day of non-compliance of the Board's decision.

X. Windows:

1. Window coverings must be neutral in color (beige, white, etc.) when viewed from the exterior. The Board reserves the right to demand removal of drapes, shades, or blinds which it deems offensive.
2. Standard window coverings such as drapes, shades or blinds must be used. Window coverings other than drapes, shades, or blinds will NOT be allowed, other than for move-in purposes, in which case bed sheets are allowed to be hung as covering, but MUST be

replaced within 90 days from the date of move in. Newspaper, clothing, foil or other non-standard window coverings are prohibited at all times.

Y. Unit Inspections:

1. From Time to Time the Association will conduct in-unit inspections to insure that water fixtures are in proper working order, that dryer vents are cleaned as well as chimney flues, fire alarm inspections, etc. Non-compliance with these in-unit inspections will result in an automatic \$250 fine

Z. Exterior Garage and Porch Coach Light Fixtures:

“The Association will maintain and repair all of the exterior garage and porch coach light fixtures on each Condominium Unit effective with the approval of this Rule Change which will include the changing of light bulbs as necessary and any required maintenance to any of the Coach Light Fixtures.

Unit Owners are now required to keep the garage and porch coach lights on from dusk to dawn (note that the all of the coach light fixtures have sensors located on the fixture so that Owners only have to be sure that electrical power to the fixture is on) . Failure to comply with this Rule will result in an initial \$25 fine assessed by the Board of Directors. Continued violations will result in escalation of fines for each infraction to \$50 for second infraction, \$75 for third infraction, and \$100 for each infraction thereafter.”

Approved March 3, 2020

V. VEHICLE REGULATIONS

A. General Rules Regarding Vehicles:

1. A 25 miles per hour speed limit must be observed when driving in the Property area.
2. All vehicles shall be parked within permitted limits or within the lines or other marked boundaries for such vehicles.
3. All vehicles are restricted to paved surfaces, including driveways and parking areas on the Property. There shall be no parking or routes of passage across any other portions of the Property, including all lawn areas, sidewalks and fire lanes. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to or egress from a driveway or other portion of the Property. Permitted vehicles with commercial lettering, if they are in the regular business or use of a resident, are to be stored in garages at all time.
4. Parking, maintenance or storage of Non-permitted Vehicles on any portion of the Property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident of the Association.
5. Cars are allowed to be washed in the respective Owner's or resident's driveways only. Washing in guest parking spaces is not allowed.
6. Only one permitted Vehicle, as defined in the first two parts of the Definition, or two Permitted Vehicles, as defined in the third part of the Definition, shall be parked at any given time in front of any one garage door (*i.e. – units with one garage door can park one (1) vehicle immediately in front of the garage door, Unit's with a double garage door can park two (2) vehicles immediately in front of the garage door*). *No other vehicles may be parked in a driveway area other than denoted above. Any violations of*

this Rule will result in the vehicle(s) that are in violation of this rule being towed from the property at the Owner's expense without notice.

7. Parking shall not obstruct any sidewalk nor the entrance to or exit from any Unit.
 - Permitted Vehicles shall not be parked, maintained or stored on a driveway or on any other area reserved for the exclusive use of an Owner without express permission of the Owner or Resident having the right to exclusive use, possession and control of that area.
9. Any Abandoned Vehicle may be towed from the common element parking areas (except individual parking areas in the front of a unit's garage) without notice to the owner of said vehicle. Any towing costs shall be the responsibility of the owner of the vehicle and/or the unit owner if the owner of the vehicle is a guest of the unit owner.
10. Guest Parking is designated for visitors ONLY. Any other vehicles parked in guest parking will be towed without notice at the Unit Owner's expense.
11. Damage to Driveways – Leakage of oil of any other damage caused to the driveway will result in a \$100 fine (one warning notice). The unit owner will be held responsible for any repair costs.

B. Enforcement:

1. The provisions set forth herein are intended to supplement, but not replace, the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation of these vehicle rules, the Board or its duly authorized agent shall send a Notice of Violation to the Owner or shall affix a Parking Violation Notice to the vehicle, preferably on the front window. Any Parking Violation Notice which is affixed to the vehicle shall contain such information as the Board deems appropriate and shall be in a form similar to that which is attached hereto as Exhibit D. Any Violation Notice under these Vehicle Regulations shall also be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of whether or not both types of notices are sent to the Owner.
3. Any failure to protest a Notice of Violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Owner as set forth in the Policies and Procedures Regarding Enforcement.
4. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions.
 - (a) Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations, in a form similar to that which is attached hereto as Exhibit E. All such records of violations shall be kept by the Association in the manner designated by the Board.
 - (b) Identify or attempt to identify the Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - (c) Identify or attempt to identify the vehicle owner, if not an Owner, and notify that owner of the violations.
 - (d) Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
5. In addition to the other provisions for enforcement contained herein and in the Policies and Procedures Regarding Enforcement, the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:

- (a) When a vehicle has been abandoned, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle owner.
 - (b) When a vehicle is parked in a fire lane, or is parked in a manner which presents an immediate danger to the Property or to the health, safety and welfare of any person thereon, the vehicle may be towed immediately without notice to the vehicle owner.
 - (c) When a vehicle is parked in violation of any of these Vehicle Rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of these Vehicle Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
 - (d) During or after any snow fall where there is an accumulation of two inches (2 in.) or more and where a vehicle is parked on the Property in such a manner as to interfere with the plowing or removal of snow, the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and will be fined.
- 6. Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is an Owner, the costs and expenses may be assessed to the Owner as a Common Expense.
 - 7. After receiving notice of a violation or when a Violation Notice has been affixed to an Owner's vehicle, the Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.
 - 8. The Board may designate one or more persons or a committee to send Notice of Violations and to affix Violation Notices on vehicles.
 - 9. Any and all expenses incurred by the Association in enforcing the Vehicle Regulations, including but not limited to towing charges, shall be charged back to the unit owner and unit account and added to their common expense assessment.

VI. RULES REGARDING CLOSINGS AND TRANSFER OF OWNERSHIP

- A. In the event of any resale of a Unit the following rules shall apply, except to the extent they are in conflict with the Act, in which case the provisions of the Act shall control.
- B. As required by section 22.1 of the Act, the Association shall provide the required information to any Owner who requests it. The information shall be in a form similar to that attached hereto as Exhibit F. As required by the Act, the information shall be provided only: 1) When requested in writing by the Owner or his or her agents, and 2) Given thirty (30) days notice of the request. The Association may, upon request of the unit owner, provide such information within a time period less than thirty (30) days, but in no way is the Association obligated or required to do so. In the event such information is, at the Association's discretion, provided in thirty (30) day's time upon request by the unit owner, the Association may charge a fee in the amount of 10 cents (\$.10) per page of copy for the cost of this service, or such higher amount as may be permitted by law. However, in the event a request is made which requires this information to be provided with less than the thirty (30) day period provided by statute, the Association will charge the Owner an administrative charge of twenty five dollars (\$25.00).
- C. The Association shall provided any Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service, which is presently set at ten dollars (\$10.00) per request.
- D. In the event a request is made which requires this information to be provided in less than the ten (10) day period provided by statute, the Association will charge the Owner a flat fee of

- E. twenty five dollars (\$25.00). When the Association is requested by an Owner to provide a letter showing the status of assessments, the letter provided shall be substantially in the form set forth in Exhibit G.
- F. Anytime a Unit within the Association is sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present owner, and requested to supply information essential to the Association's records and efficient functioning. The prospective owner shall be contacted by a letter and shall be required to supply the information requested therein. Such letter shall be substantially in the form set forth in Exhibit H. The new owner shall also supply a photocopy of the deed and any mortgage against the property, so that the Association can maintain an accurate list of title holders and mortgagees. If the new Owner so desires, information on purchase price, financial terms of the mortgage and other information deemed personal or confidential by the Owner, except for the exact name of the owner and mortgagee and their respective addresses may be blacked out removed from the copies supplied. All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorneys' fees, shall be assessed to the account of that Owner as a Common Expense.
- G. At the time the above information is requested, the Association may also solicit a proxy from each new Owner. The proxy, a letter of explanation, and instructions for completing the proxy should be substantially in the form set forth in Exhibit I.

VII. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT OWNERS –

- A. All Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Owner caused by any delays in receiving notice resulting therefrom.
- B. **Census cards are due every year and also whenever a change occurs during the year. The census card contains occupancy information, emergency phone contacts, insurance requirements, car registrations, pet notification, etc. A Unit Owner will be assessed a \$100 fine per month for the late submission of or an incomplete or incorrect census card, which can be obtained from the Management Company. A Unit Owner must submit a new census card every calendar year no later than January 31 of the current year.**
- C. No non-resident Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.
- D. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.
- E. Every Owner intending to lease a Unit shall give prior notice of one (1) month to the Board of such intention, whereupon the Board shall provide the Owner a Rider which shall be added to the lease and shall be signed by all the parties executing the lease.
- F. The penalty for leasing a Unit to an unauthorized tenant will be a fine of one thousand dollars (\$1,000.00), which will become a charge against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

- G. Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, Bylaws and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Rider to every lease of any Unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner as a Common Expense.
- H. If a tenant violates any provision of the Declaration, Bylaws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- I. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.
- J. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of the lease.
 - 1. An automatic fine of \$100 will be assessed monthly, if a lease and rider to lease is not submitted to the Association.

VIII. RULES REGARDING ASSOCIATION COMMITTEES

- A. Committees: The Association shall acknowledge and support the following committees: Budget/Finance, Maintenance/Landscape, Newsletter/Social, and Rules & Regulations.
- B. Committee meetings are open to all current Owners in good standing, who are encouraged to officially join the committee.
- C. Once an Owner joins a committee and is added to the committee membership roster, he/she cannot be taken off of the roster unless: the member requests so in writing to the committee chairperson; or, he/she is not an Owner in good standing.
- D. Responsibilities of the Chairperson:
 - 1. Call, schedule and hold committee meetings; minimum of four (4) per year. All members are to be given at least a three (3) day notice, via phone or in person.
 - 2. Chair committee meetings.
 - 3. Record meeting minutes.
 - 4. Report on committee progress/news at each general Kingspointe Association Owner's meeting.
 - 5. Participate in meeting debates, voting only in the event of a tie vote.
- F. Responsibility of the CO-Chairperson: assume the role of Chairperson in the event of the Chairperson's absence.
- G. Impeachment/forced removal from the Committee: Any committee member, including the Chairperson or CO-Chairperson, may be removed against their will from attending future committee meetings if:
 - a) two-thirds (2/3) of that committee's members vote in favor of such. A Chairperson/CO-Chairperson may be removed from their post but may remain active in the committee, unless an additional and separate vote is initiated and passed according the fore-mentioned process. The aforementioned vote(s) may be held during any general Kingspointe Association Owner's meeting.

OR: the Board has to authority to remove any member, Chairperson or CO-Chairperson of any committee, during any Board meeting.

AMENDMENTS TO THESE RULES AND REGULATIONS

- a. Procedures to amend, change or add to any parts of these Rules and Regulations:
 - b. The Board has the authority to adopt and amend rules. There is no requirement to allow unit owners to vote, nor is there any right of the unit owners to vote on rules or proposed rules or amendments to rules. The Association is operated by the Board only, not the unit owners. The Board should not turn over Board powers and duties to unit owners.
 - c. The Act contains specific procedures for adopting and amending rules and regulations:
- 8. There must be a meeting called for the specific purpose of discussing the proposed rules and regulations, or changes to these rules and regulations.
 - 9. Notice of the meeting must contain the full text of the proposals. Notice must be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days notice of the time, date, place and purpose of the meeting.
 - 10. No quorum is required. The unit owners have no right to vote on the rules, as only the Board adopts the rules and regulations.
 - s. There will be no other acceptable procedures for changing these Rules and Regulations except as listed above.

Approved May 12, 2015

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT CLEARLY OR TYPE. Complete all of the information that you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION:

Witness's Name	Address	Phone Number
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Names, Addresses, and Phone Numbers of any other Witnesses

INFORMATION CONCERNING VIOLATOR:

Violator's Name	Address	Phone Number
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Name, Address, and Phone Number of Owner, if different

INFORMATION CONCERNING VIOLATION:

Violation Date	Time	Location
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Section(s) of Declaration, By-Laws, or Rules & Regulations which was violated

Witness' Observations: _____

I MAKE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS. IF I REFUSE TO TESTIFY AFTER FILING THIS COMPLAINT, I AGREE TO PAY ALL COSTS AND ATTORNEY FEES LOST BY THE ASSOCIATION AS A RESULT OF MY FAILURE TO TESTIFY.

Signature

Date Signed

NOTICE OF VIOLATION

TO: _____

DATE: _____

RE: Violation of Declaration, By-Laws, or Rules & Regulations

You are hereby notified, as the owner of the Unit at _____,
Naperville, Illinois, that you are charged with the following violation of the Association's
Declaration, By-Laws, and/or Rules & Regulations. The actions complained of occurred on or about
and are described as follows:

The Association is governed by its Declaration, By-Laws, and various Rules & Regulations which
you are charged with violating. Please note that you must take the actions outlined in the
Association's Policy and Procedures Regarding Enforcement if you believe the charges are
unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN
FOURTEEN (14) DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU
WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES,
AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR
ACCOUNT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU
FAIL TO MAKE AN APPROPRIATE CORRECTION, YOU WILL RECEIVE ONE NOTICE OF
VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT
YOUR EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM AMOUNT
OF \$100.00 WILL BE ADDED. Please consult the Association's Rules & Regulations for further
details.

You may request a hearing by signing, dating, and returning the attached REQUEST FOR A
HEARING form within fourteen (14) days to the Association at the address below.

Sincerely,

KINGSPONTE CONDOMINIUM ASSOCIATION
c/o EPI Management Co. LLC
14032 S. Kostner Avenue, Suite M
Crestwood, IL 60418
708/396-1800

By: _____
Title: _____

REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, alleging a violation of the Declaration, By-Laws, and/or Rules & Regulations of the Kingspointe Condominium Association. I understand that my appeal will be heard by the Board of Directors at the next regularly scheduled Board Meeting.

Signature

Owner's Name - Printed Clearly

Address City State Zip Code

Phone Number

Date

EXHIBIT B - Page 2
KINGSPORTE OF NAPERVILLE CONDOMINIUM ASSOCIATION
NOTICE OF DETERMINATION REGARDING VIOLATION

TO: _____ DATE: _____

On _____ you were notified of a violation of the Declaration, By-Laws, and/or Rules & Regulations of the Association. Pursuant to the Association rules:

- ☒ A hearing was held at your request
☐ You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation.

After considering the complaint, the following determination has been made and the following action(s) will be taken:

- ☒ You were found not guilty and no action will be taken.
- ☐ A _____ (1st, 2nd, etc.) violation of the Association's Declaration, By-Laws, and/or Rules & Regulations has occurred and a fine in the amount of \$ _____ is now due. A FINE WILL BE IMPOSED FOR EACH DAY OF A CONTINUING VIOLATION UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- ☐ Damages, expenses, and administrative charges in the total amount of \$ _____ have occurred and are now due.
- ☐ Legal expenses in the amount of \$ _____ have been incurred by the Association and are now due
- ☐ Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- ☐ As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

KINGSPORTE CONDOMINIUM ASSOCIATION
c/o EPI Management Co. LLC
14032 S. Kostner Avenue, Suite M
Crestwood, IL 60418
708/396-1800

By: Stephen C. Elmore
Title: Property Manager

PARKING VIOLATION NOTICE

DATE: _____

TIME: _____

This vehicle is parked in violation of the Rules & Regulations of Kingspointe Condominium Association for the following reasons:

This is your (circle one): First Second Third _____ violation of the Association's Vehicle Rules. UPON A **THIRD** OR SUBSEQUENT VIOLATION, YOUR VEHICLE MAY BE TOWED WITHOUT NOTICE TO YOU.

NOTE: IF YOU WISH TO PROTEST THIS VIOLATION, YOU MUST CONTACT THE ASSOCIATION IN WRITING AND REQUEST A HEARING IN ACCORDANCE WITH THE ASSOCIATION'S POLICIES AND PROCEDURES REGARDING ENFORCEMENT. IF YOU FAIL TO PROTEST WITHIN 15 DAYS, THE VIOLATION WILL BE DEEMED ADMITTED, AND YOU MAY BE ASSESSED COSTS AND EXPENSES OF AT LEAST \$50.00.

Please phone the Association c/o EPI Management Co. LLC at 708/396-1800 if you have any questions or to obtain a copy of the Association's Rules.

Signature of Authorized Agent

EXHIBIT D
RECORD OF VEHICLE VIOLATION

DATE: _____ TIME: _____

VEHICLE INFORMATION:

License Plate: _____

Make of Car: _____

Model: _____

Color: _____

Municipality Sticker: _____

Where Parked: _____

Owner's Name and Address if known: _____

TYPE OF VIOLATION:

Completed by: _____
(signature)

EXHIBIT E

TO: _____ DATE: _____

RE: Address _____ Naperville, IL 60563

Dear Owner & Prospective Owner:

Pursuant to state law regarding resale of Condominium Units, we are providing the following information in response to your written request within thirty (30) days of the receipt thereof for which the Owner is being charged a fee of \$.10 per page. Under the Association's Rules, if the request was received less than thirty (30) days from the date due, the Owner will be charged a fee of ten dollars (\$10.00).

1. Enclosed with this report you will find the following information regarding the Kingspointe Condominium Association:
 - a. The Declaration (and By-Laws, if any),
 - b. The Rules & Regulations of the Association, if any;
 - c. A statement of the financial condition of the Association for the last fiscal year for which such statement is available.
2. As of this date, the following items have been filed against the Property. (Indicate the source, nature, and amount of the lien and what steps are being taken to have it removed. If none, so indicate.)
3.
 - a. The Association has approved the following capital expenditures, upon which work has not begun or for which the bill has not been paid (if none, so indicate):
 - b. In addition to the above, the Association anticipates the necessity for the following capital expenditures over the present or the next two succeeding fiscal years (if none, so indicate):
 - c. The Association has capital expenditure reserves of \$ _____. Of this amount, \$ _____ has been designated for specific projects. The projects and dollar amounts are as follows (if none, so indicate):
4. The Association has pending the following lawsuits or judgments (Indicate parties, nature of action, relief sought and dollar amounts involved. If none, so indicate.):
5. The Association carries the following insurance coverage (Please note: Owners have the responsibility for liability insurance on the Unit and for insuring their personal property and decorating, including such items as painting paneling, carpeting, etc.):
 - a. Property damage: \$ _____
 - b. Legal liability (common areas): \$ _____

- In addition, the following insuring coverage, if any, is provided to all Owners (If none, so indicate):
6. The Association has not inspected the Unit. The Unit Owner has not informed the Association of any modifications, alterations of improvements made to the Unit of limited common elements thereto. The Unit Owner has not requested or received a variance or approval except as specifically inserted below (which may or may not be in compliance or properly approved). Any modifications, alterations or improvements to the Unit or common elements thereto which are not properly approved and/or are not in compliance with the condominium instruments, agreements and rules and regulations shall continue to be in violation of the condominium instruments, agreements and rules and regulations and continue to be the responsibility

PLEASE NOTE: THIS INFORMATION IS VALID AS OF THE ABOVE DATE. THE ASSOCIATION MAKES NO REPRESENTATIONS AS TO ANY CHANGES OR EVENTS WHICH TAKE PLACE AFTER THE ABOVE DATE, INCLUDING, BUT NOT LIMITED TO, UNPAID ASSESSMENTS OR FEES.

KINGSPONTE CONDOMINIUM ASSOCIATION
c/o EPI Management Co. LLC
14032 S. Kostner Avenue, Suite M
Crestwood, IL 60418
708/396-1800

By:

Title: _____

RESOLUTION TO AMEND THE RULES AND REGULATIONS OF KINGSPORTE OF NAPERVILLE CONDOMINIUM ASSOCIATION

WHEREAS, the meeting of the Board of Directors for Kingspointe of Naperville Condominium Association (“Association”) was duly called and held pursuant to the General Not-For-Profit Corporation Act of 1986, the Illinois Condominium Property Act (“Act”) and the Declaration of Condominium Ownership and By-Laws for Kingspointe of Naperville Condominium Association, a quorum of the directors being present at the meeting, and the meeting being properly convened and proceeding with Association business including resolutions and specifically the resolutions set forth herein;

WHEREAS, the Association is charged with the obligation and responsibility of enforcing the terms of the Declaration of Condominium Ownership and of Easements, Covenants and Restrictions for Kingspointe of Naperville Condominium Association (“Declaration”), By-Laws, and Rules and Regulations;

WHEREAS, Section 18.4(h) of the Act and Article II, Section 8(h) of the Association’s By-Laws authorize the Board to adopt Rules and Regulations related to the operation and use of the property, including the units;

WHEREAS, Section 27(e)(2) of the Declaration contains limited provisions relating to the leasing of units;

WHEREAS, Section 27(e)(2) of the Declaration provides that all unit leases must be in writing, at least 30 days in duration and all leases are subject to the Declaration, By-Laws and Rules and Regulations of the Association;

WHEREAS, neither the Declaration nor the By-Laws contain any other provisions relating to the ability of owners to lease their units;

WHEREAS, in light of the large percentage of leased units in the Association, the impact the continued proliferation of leased units could have upon the ability of owners to obtain mortgages, the Association’s ability to be an FHA approved project, and other considerations related to the overall welfare of the community, the Board of Directors has determined it to be in the best interests of the Association to adopt rules restricting the number of units that may be leased at any given time;

NOW THEREFORE, in furtherance of the above stated determinations, objectives, and goals, the Board, by Resolution, does hereby amend and adopt the following Amendment to Article VII of the Rules and Regulations for Kingspointe of Naperville with the language that follows. Additions to text are indicated by underline and deletions in text are indicated by ~~strike out~~:

AMENDMENT

VII. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT OWNERS –

Restrictions upon Unit Leasing.

- (a) **Prohibition against Leasing.** Each Owner shall occupy and use his/her Unit as a private dwelling. Rental or leasing of a Unit is prohibited, except as hereinafter provided. For purposes of this Section, rentals or leasing to a member of the Owner's immediate family members, including, children, grandchildren, siblings or parents shall not be prohibited or restricted by the Association.
- (b) **Hardship Provisions.** In the event that an Owner, due to medical or health reasons, or other justifiable cause constituting a hardship, in the sole discretion of the Board, shall be unable to occupy the Unit for a period in excess of four (4) months and based on said hardship desires to lease said Unit, the Owner shall make application to the Board which may, by majority vote and review of the application, grant to the Owner an exception to the above leasing restriction, upon such conditions as the Board may establish and uniformly apply.
- (c) **Grandfather of Currently Leased Units and Leasing Cap.** At the time of adoption of this Amendment to the Rules, approximately 36% of the Units (by number not percentage of interest) are leased. The intent of this Amendment to the Rules is to permit those Owners who are currently leasing to continue to do so as long as the Owner maintains ownership of the Unit. However, in order to be included in this “grandfathering,” an Owner who is currently leasing must be in compliance with Paragraph (e) of this Amendment. The Owner’s ability to lease under this “grandfather” provision terminates upon the Unit being conveyed, sold, transferred or otherwise hypothecated. The restrictions and prohibitions found within this Amendment shall apply to any future Owner of the Unit.

Other than those currently-leased Units described herein (the “grandfathered Units”), no additional Units may be leased until less than 30% of the Units (by number) are leased at a given time. Once this threshold is reached, additional Units may be leased, subject to the provisions of this Amendment and the Association’s Declaration, By-Laws and Rules and Regulations, but in no event shall more than 30% of the Units (by number) be leased at any given time.

- (d) **Association Leases.** The Association shall be exempt from any lease restrictions provided in paragraphs (a), (b) and (c) of this *Restrictions upon Unit Leasing* Section, pursuant to the Illinois Forcible Entry and Detainer Act (735 ILCS 5/9-101 et. seq.) for the purposes of collecting delinquent assessments, costs, fees and other property assessed expenses to the Unit.

(e) **Recognition of Leased Units.** In order to be considered a grandfathered Unit under this Amendment, any Owner leasing a Unit at the time this Amendment is adopted must be in compliance with all of the following:

- i. A copy of the Owner's current lease for the Unit was on file with the Association and/or its managing agent prior to the date of adoption of this Amendment;
- ii. All City of Naperville, County of DuPage, and State of Illinois codes, ordinances and/or statutes concerning residential property and the leasing thereof;

(f) **General Provisions.** The Board of Directors may also from time to time issue rules, regulations and resolutions pertaining to the leasing of Units, including policies and procedures to further the goals and objectives of this Amendment.

In the event that the Owner fails to comply with such leasing requirements, the Association may seek to evict a tenant from the Unit under Article IX of the Code of Civil Procedure. Furthermore, all provisions of the Declaration, By-Laws and Rules and Regulations shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or by-laws.

Rental Procedure once less than 30% of the Units are Leased

As outlined in Paragraph (c) of the *Restrictions Upon Unit Leasing* above, until less than 30% of the Units are leased, no additional Units may be leased. Upon dropping below the 30% threshold, additional units may be leased, subject to the following procedures. However, once less than 30% of the Units are leased, the maximum percentage of units (by number) that may be leased is 30%.

1. Prior to entering into a lease agreement, the Owner must first notify the Association, in writing, of his/her intent to lease the Unit.
2. Within fourteen (14) days of receipt of the Owner's intent to lease the Unit, the Owner will be informed of the number of currently leased Units:
 - a. If the number of currently leased Units is greater than or equal to the maximum number of leased Units permitted at the time, a Wait List will be compiled, consisting of those Owners who have notified the Association, as described above, that the Owner desires to lease. All submissions will be processed in the order in which they were received and the Owner's name will be added to the end of the Wait List, if any.

- b. If the number of currently leased Units is less than the maximum number permitted, and if there is no Wait List, then additional Unit leases are allowed, on a first-come, first-lease basis, until the maximum number of Units are leased.
- 3. Once an Owner has advanced to the top of the Wait List, the Association will notify the Owner, in writing, that the Unit may be leased, subject to the approval by the Board of Directors and upon the Owner fully complying with the Declaration, By-Laws, and all Rules and Regulations of the Association. Upon receiving this notification, the Owner has five (5) days to notify the Association of their choice of the following options— 3(a), 3(b), or 3(c):
 - a. Quit – The Owner forfeits his/her opportunity to lease at that time and the Owner’s name is removed from the Wait List.
 - b. Pass – An Owner is allowed to Pass one time. If an Owner exercises his/her right to Pass, the Owner immediately behind the “passing” Owner advances to the top position on the Wait List. The passing Owner then moves down the Wait List, immediately behind the Owner who passed them in line. This means they can allow the Owner directly behind them on the Wait List to “jump” ahead of them, resulting in a swap of positions. If the Owner who was second on the Wait List also exercises his/her opportunity to Pass, then the Owner who was third on the Wait List advances up to the top position, and the “passing” Owners re-assume their original positions in line as to one another (i.e. the first “passing” Owner will again be in front of the second “passing” Owner). Once an Owner has Passed one time, then the next time he/she moves to the top of the Wait List, the Owner must proceed with leasing the Unit, Quit, or move to the end of the Wait List.
 - c. Proceed with the rental process:
 - (i) This requires payment of the Association’s lease administration fee of \$250.00 within the five (5) days described above.
 - (ii) Upon payment of the lease administration fee, the Owner will have 60 days to enter into a written lease. The 60 days will begin on the day the Owner is notified by the Association that the Unit may be leased.
 - (iii) At any time during the 60 days, the Owner may voluntarily relinquish his/her lease opportunity, by notifying the Association in writing, and the lease administration fee will be fully refunded.
 - (iv) If the Owner does not enter into a written lease of the Unit within 60 days, he/she will lose the opportunity to lease the Unit and the lease administration fee will be refunded.
 - (v) If the Owner either voluntarily relinquishes the opportunity to lease or if no written lease is entered into within 60 days, the Owner will also move to the end of the Wait List.

- Before a lessee may occupy a Unit, a proposed lease agreement must be presented to the Association for approval.
- d. Each Owner leasing their Unit must notify the Association 90 days prior to the end of the lease term if the Owner intends to apply to lease the Unit for an additional term. In order to be considered for renewal, the Owner, tenant, and Unit must have been in compliance with the Declaration, By-Laws, Rules and Regulations, and any other governing documents during the period of the lease.
- (i) Regardless of whether there are Owners on the Wait List, the Association will review the request to renew for the Owner's and Unit's compliance with the Association's governing documents and these Rules. Based upon that review, the Association may, at its discretion and pursuant to these Rules, approve the renewal for an additional term.
- (ii) If there are other Owners on the Wait List and the application for renewal is accepted by the Board, the Wait List will remain unchanged.
- (iii) If there are other Owners on the Wait List and the application for renewal is denied, the Owner desiring to renew will be added to the end of the Wait List, unless the Owner elects to Quit, as defined herein.
- e. When there is no Wait List, an Owner must follow the same procedures and timeframes described in these Rules.

General Leasing Rules

- A. All Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Owner caused by any delays in receiving notice resulting therefrom.
- B. Census cards are due every year and also whenever a change occurs during the year. The census card contains occupancy information, emergency phone contacts, insurance requirements, car registrations, pet notification, etc. A Unit Owner will be assessed a \$100 fine per month for the late submission of or an incomplete or incorrect census card, which can be obtained from the Management Company. A Unit Owner must submit a new census card every calendar year no later than January 31 of the current year.
- C. No ~~non-resident~~ Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.

- D. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, ~~and Rules and Regulations of the Association and the Illinois Condominium Property Act.~~
- ~~E. Every Owner intending to lease a Unit shall give prior notice of one (1) month to the Board of such intention, whereupon the Board shall provide the Owner a Rider which shall be added to the lease and shall be signed by all the parties executing the lease.~~
- F. The penalty for leasing a Unit to an unauthorized tenant or for leasing a Unit in violation of these Rules will be a fine of one thousand dollars (\$1,000.00), which will become a charge against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.
- ~~G. Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, Bylaws and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Rider to every lease of any Unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner as a Common Expense.~~
- H. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- I. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.
- ~~J. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of the lease.~~
- J. An automatic fine of \$100 will be assessed monthly, if a lease and rider to lease is not submitted to the Association.
- K. Proof of a current HO-6 policy maintained by the Owner on the Unit, which must be updated and provided to the Association on an annual basis while the Unit is being rented.
- L. All leases, including renewals, shall be in writing and for a term not less than thirty days and not more than two years.
- M. No subleasing is permitted.

- N. The Owner shall provide the lessee with a copy of the Association Declaration, By-Laws, and Rules & Regulations. Lessees shall agree in writing to follow all Association governing documents by executing a Rider, which is attached hereto as Exhibit A.
- O. In the event an Owner or his/her tenant fails to comply with any provisions of the Association's Declaration, By-Laws, Rules and Regulations, or relevant statutes, the Association may seek to enjoin the tenant from occupying the Unit or seek to evict the tenant under the provisions of Article IX of the Illinois Code of Civil Procedure (the "Forcible Entry and Detainer Act").

The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

The language of this Amendment shall govern any conflicts between this document and the prior language of the By-Laws and the Declaration.

Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-Laws, and Rules and Regulations shall continue in full force and effect without change.

Thereupon, on motion duly made and seconded, the above determinations, objectives, goals, and resolutions were adopted and acknowledged this _____ day of _____, 2015, at _____, Illinois, by the following roll call vote:

Ayes

Nays

Abstaining

Votes

Directors Voting

✓ Chuck Arlin

John F. Jones
Christine B. Geraci

Darvette Hill

Janith Stysiel

John Walker

In support of the above-identified vote, and as confirmation thereof, the Directors of the Association identified above, having voted as identified above, sign this resolution as follows:

+ Chris Polun

Judi Lepore

Christine B. Geraci

Dorothy Hill

Judith Lepore

John Wacker

CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of Kingspointe of Naperville Condominium Association ("Association"), an Illinois Not-For-Profit Corporation; that I am the custodian of the records and seal of the corporation, if any, and that the attached is a true, correct, and accurate copy of the Resolution to Amend the Kingspointe of Naperville Condominium Association Rules and Regulations.

IN WITNESS WHEREOF, I have hereunto set my hand and affix this corporate seal, if any, this 7th day of March, 2016.

KINGSPORTE OF NAPERVILLE CONDOMINIUM ASSOCIATION

By _____

Its Secretary

Exhibit A: Rider

Lessee acknowledges and agrees that Lessee's use and occupancy of the unit is subject at all times to the terms of provisions, covenants and restrictions of the Declaration of Condominium Ownership and of Easements, Covenants and Restrictions for Kingspointe of Naperville Condominium Association, as amended from time to time, the By-Laws for Kingspointe of Naperville Condominium Association and any Rules and Regulations or other governing documents (collectively the "Governing Documents"). Lessee acknowledges receipt of the Governing Documents from the Lessor and agrees to comply with the Governing Documents. Lessee acknowledges and agrees that the failure to comply with the Governing Documents shall constitute a default under this Lease and may result in Kingspointe of Naperville Condominium Association terminating this Lease and seeking removal of the Lessee and any other unit occupants.

Kingspointe of Naperville Unit Address:

Lessor:

Name

Signature

Lessee:

Name

Signature

Lessee:

Name

Signature

Date: