

**RULES & REGULATIONS  
KINGSWOOD HOMEOWNER'S ASSOCIATION**

**OWNERS, TENANTS AND GUESTS**

The Association has adopted the following rules to help maximize enjoyment, to maintain values and to ensure the continued aesthetic beauty of our community. The Rules apply to all owners in the Kingswood Homeowner's Association and their families, tenants and guests. The Rules apply to all Kingswood properties and therefore are essentially a deed restriction, and automatically a part of each lease (even if they are not attached), and each owner is responsible for making sure his tenants have a copy of the Rules and follow them. The Rules are subordinate to the General Restrictions found in the Association's Covenants, Conditions and Restrictions and in case of conflict, the provisions of the Covenants, Conditions and Restrictions shall prevail.

**DEFINITIONS**

"Property" shall mean the land described in the Covenants, Conditions and Restrictions, which includes without limitation all lots, common areas, roads, streets, landscape areas and easements.

"Board" shall mean the duly elected Board of Directors of the Kingswood Homeowner's Association.

"Declaration" shall refer to the Declaration of Covenants, Conditions, Restrictions and Easements for Kingswood Single Family Home Subdivision recorded July 9, 1998 in the Kane County Recorder's Office as Document No. 98 K 060638, and all amendments thereto.

**COMMUNICATIONS**

Please direct any repair requests, compliments, rule violations or complaints to the Board at EPI Realty and Management, Inc at 14032 S Kostner Avenue, Suite M in Crestwood, IL 60445. The management company for the Association can be reached by phone at (708) 396-1800 (or current Management Company).

**ENFORCEMENT**

The Rules will be strictly enforced. If the Rules are violated by the owner, his family, tenants or guests, the owner and tenant (if applicable) will be responsible for corrective action, damages and fines.

1. **Improvements.** Approval of all Improvements including removal of improvements that affect the external appearance of any lot or home, must be obtained in advance by the Architectural Review Committee. The homeowner will provide a copy of governing documents to the builder and architect to ensure that all changes adhere to applicable provisions, thereof (whether or not such

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documents actually have been provided); any failure of the builder or architect to fully comply with the provisions of the Governing Documents shall constitute a material default. Such approval is to be obtained by following the guidelines as set forth in the Declaration.

2. **Single Family Use.** All lots shall be used only for dwellings by a single family. No buildings other than dwellings or building accessories shall be constructed or maintained on a lot.

3. **Unsightly Articles.** No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any lot so as to be visible from adjoining property or any thoroughfares.

4. **Storage of property in Common Areas.** Absolutely no property may be stored temporarily or permanently on common areas. Management company employees and servicemen, Board members and persons designated by them may remove and throw away any property stored in violation of this Rule.

5. **Unsightly Vehicles and Vehicle Repair.** Trucks, boats, recreational vehicles, campers, snowmobiles, motorized golf carts, trailers, commercial vehicles or other vehicles (other than automobiles) shall at all times be parked in the garage at the dwelling. No more than two (2) automobiles may be parked consistently on the driveway belonging to the residence of any dwelling servicing said dwelling, and their repair or maintenance shall not be permitted, except within the confines of the garage. Bicycles, wagons and other play items, which are not permanently installed, shall not remain outside overnight. The doors to the garage of any dwelling shall remain closed at all times other than when necessary for the bringing in or out of vehicles.

6. **Parking.** Owners shall observe such rules and regulations regarding the parking of motor vehicles within the Property as may be described by the Board from time to time. Other than temporary vehicles necessary for ongoing construction, no vehicles shall be parked on any street within the Property within the hours of 02:00 AM and 06:00 AM. No storage trailers will be permitted in an area where there are paved streets.

7. **Trash.** All garbage receptacles, bags and refuse bins have to be kept inside the garage and only be put curbside at accepted City of St. Charles collection times. On the days when the garbage is collected, all containers shall be removed from the street and returned to the garages before nightfall on the same day.

8. **Animals and Pets.** No animals (other than inoffensive common domestic household pets such as dogs and cats) may be kept on any lot or within the confines of any improvement thereon. Not more than three (3) dogs or cats, or

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any combination thereof, shall be kept on any lot or within the confines of any improvements thereon. The breeding or keeping of dogs or cats for sale or profit is prohibited. Dogs may not be leashed or tethered to stationary objects in the front yard. There shall be no exterior dog runs. All domestic pets must be kept on a leash or tethered and not permitted to run loose.

9. **Lighting.** No floodlights or bright lights which illuminate adjoining lots shall be permitted.

10. **Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on in or upon a lot, nor shall anything be done which would constitute an annoyance or nuisance to other owners. The following activities are specifically prohibited:

- (A) Permitting rubbish and debris of any kind to accumulate on a lot.
- (B) Permitting unsightly plants or undergrowth or plants breeding infectious plant diseases or noxious insects to grow.
- (C) The burning of refuse outside a dwelling.
- (D) Foil or reflective materials used on windows as sun screens.
- (E) Heating/air conditioning units installed in any windows.
- (F) Exposed pipe in excess of eighteen inches in any visible exterior location.
- (G) Allowing overhead garage doors to remain open when not in use.
- (H) The accumulation of derelict vehicles, garbage, rubbish or other unsightly materials upon a lot.
- (I) Daily use and/or storage of more than four (4) automobiles on the property.
- (J) The hanging of laundry, clothing, rugs or any other articles on any railing, fence, hedge or wall, or the erection of laundry drying equipment, including clotheslines outside a dwelling, except within screened patios or porches.

11. **Basketball Goals.** Basketball standards or backboards shall be permitted so long as they are free standing and not attached to a dwelling, garage or other building.

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12. **Satellite Dishes.** No above ground communication, electric or television lines or cables shall be placed by any owner anywhere on a lot, other than within dwellings. No television or radio antenna, earth station dish, pole, wire, rods or other device used in connection with the reception or transmission of any television, radio, or any other electrical signal shall be erected or maintained on the exterior of any dwelling or on any part of a lot other than a satellite dish in the rear yard up to twenty (20) inches in diameter.

13. **Hazardous Activities.** No activities shall be conducted on the Property that might be unsafe or hazardous to any person or property. Without limiting the preceding statement, no firearms or fireworks shall be discharged on the Property and no open fires shall be permitted, except within safe and well designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. Nothing shall be done or kept on the property that would increase the rate of insurance or cause the cancellation of insurance on any lot or any of the improvements located on the Property.

14. **Nuisances.** No activity shall be conducted on the Property that in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the Property as a residential neighborhood.

15. **Eviction of Tenants.** The Association has the right to evict an owner's tenant who substantially or repeatedly violates the Association's rules and regulations.

16. **Common Area Repairs.** If the common area is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed.

#### LEASE RESTRICTIONS

17. **Lease Requirements.** Every lease for a dwelling is subject to the following rules and regulations, even if the lease shall fail to expressly include such provision:

- (A) The lease must be in writing.
- (B) The lease must be for the entire dwelling unit.
- (C) The lease must be for a minimum period of twelve (12) months.
- (D) The unit owner will provide a copy of all governing documents to

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the tenant, and the tenant's use of the premises shall be subject to the provision thereof (whether or not such documents actually have been provided to the tenant); any failure of the tenant to fully comply with the provisions of the Governing Documents shall constitute a material default under the lease and shall be grounds for termination and eviction;

- (E) Within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to the Board; (Property Management Company retains the information for the Board)
- (F) The Unit cannot be used as a motel or hotel or otherwise for transient tenants; and,
- (G) If any tenant is in violation of any of the provisions of the Governing Documents, the Association may bring an action in its own name or in the name of the Owner, or both, to have the tenant evicted or to recover damages, or both.

The Association shall give the tenant and the Owner written notice of the nature of the alleged violation and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

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## RULES OF ENFORCEMENT

Whenever an Owner, guest or tenant violates any of the (i) provisions set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), or (ii) the Rules and Regulations, such violations shall be brought to the attention of the Property Management Company or the Board of Directors.

The Property Management Company, where practical and as directed by the Board of Directors, shall mail a letter to the Owner involved, advising the Owner of the alleged violation and requesting that it be corrected within a specified time frame.

In the event such violation is not corrected within the prescribed period of time, the Board of Directors may exercise one or more of the following remedies as set forth in the Declaration:

1. **Self Help.** The Board may cure the violation by having such maintenance and work performed as is reasonably necessary and authorized by the Declaration. Any additional written notice as required by such sections shall be sent to the Owner prior to work being performed. All costs of cure/correction will be assessed against the Owner.

2. **Fine.** The Board may assess a separate fine against the Owner and an Owner's tenant for each violation. Unless modified by Board action, the fine shall be \$150.00. Repeat violations can result in progressively higher fines to be determined by Board action. If a fine is assessed and the Owner does not come into compliance and pay the fine, a lien will be filed.

3. **Lien.** The Board may cause to be recorded in the Kane County Recorder's Office a written notice of lien against the owner's Lot for the violation and all amounts of money owed to the Association including assessments, late charges, cost of cure/correction, attorney's fees and fines.

4. **Lawsuit.** The Board may cause a lawsuit to be filed against the Owner and the Owner's tenant (if applicable) seeking damages, injunctive relief, civil penalties and/or fines, reasonable attorney's fees and court costs.

Before the Board may exercise one of the foregoing remedies, it shall give to the Owner and Owner's tenant (if applicable) a written notice by certified mail, return receipt requested, that:

- (A) Describes the violation and states the amount of the proposed fine;
- (B) allows the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine; provided, this provision shall not apply

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if the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 6 months;

- (C) states that not later than the 30<sup>th</sup> day after receipt of the notice of violation, the Owner may request a hearing before the Board to contest the fine;
- (D) advises that the request for hearing must be in writing and delivered to an Officer of the Board; and,
- (E) states that attorney's fees and costs will be charged if the violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing.

Upon receipt of a request for a hearing, the Board shall schedule the hearing within thirty (30) days and give the Owner at least ten (10) days' advance written notice of the date, time, and place of the hearing.

A certified mail letter that is returned to the Association due to the owner's failure or refusal to claim the letter shall be deemed received by the Owner on the 10<sup>th</sup> day after the postmark date of the letter.

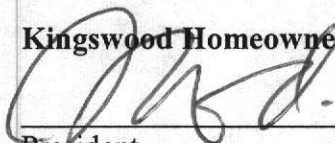
The Board may, but need not, send a copy of all notices to an occupant of the Lot.

The foregoing procedures do not apply to lawsuits seeking a temporary restraining order or temporary injunctive relief, nor do they apply to the collection of regularly scheduled assessments and late fees.

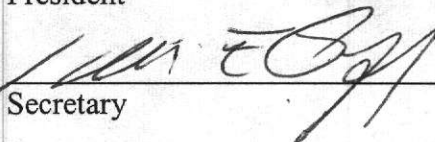
Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy provided in the Declaration or by law or equity.

Unless otherwise defined in this Enforcement Procedure, all terms shall have the same meaning as defined in the Declaration of Covenants, Conditions and Restrictions.

**Kingswood Homeowners Association**

  
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President

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Secretary

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Date

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