

THE TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION

RULES AND REGULATIONS

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**THE TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION**  
**RULES AND REGULATIONS**

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## CONTACT SHEET

DATE: May 2000

Any homeowner requiring exterior maintenance should contact the Association's management company (duly authorized agents) listed below. Normal maintenance should be reported during normal work hours.

Any resident wishing to file a complaint alleging a violation of the Association's governing documents must do so in writing as outlined in the Policies and Procedures Regarding Enforcement Section herein and forward to the management company.

### MANAGEMENT COMPANY:

Association Partners, Inc.  
Phone (630) 653-7782  
Fax (630) 653-6894  
E-mail: [markgehl.api@prodigy.net](mailto:markgehl.api@prodigy.net)

All written correspondence should be mailed to: Townhomes of Klein Creek Owners' Association, P.O. Box 273, Winfield, IL 60190.

All monthly assessments should be mailed to Townhomes of Klein Creek Owners' Association, P.O. Box 700, Wheaton, IL 60189-0700.

The management company's office hours are: 9:00 a.m. – 4:30 p.m., Monday – Friday (excluding holidays)

An answering service is provided at the above phone number for EMERGENCY SITUATIONS that may occur outside of normal work hours. If you call this number, your concern will be forwarded to the Property Manager, who will address the situation.

**ONLY IN CASES OF EMERGENCY SHOULD THE MANAGEMENT COMPANY BE CONTACTED AFTER NORMAL WORKING HOURS.**

The Police and/or Fire Departments can be contacted by dialing 911.

## 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 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 of The Townhomes of Klein Creek Owners' Association, which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on January 4, 1996, as Document No. R96-001818 and amended from time to time thereafter.
- B. By-Laws – The By-Laws of The Townhomes of Klein Creek Owners' Association, which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on June 3, 1996, as Document No. R96-091644 and as amended from time to time thereafter.
- C. Property – All the real property against which the Declaration has been recorded, including any improvements thereon.
- D. Association – The Townhomes of Klein Creek Owners' Association, an Illinois Not-For-Profit Corporation.
- E. Board – The Board of Directors of the Association.
- F. Rules and Regulations – The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- G. Common Area – The Common Elements of the Association, as defined in the Declaration and areas accessible to all Unit Owners.
- H. Lot – a portion of the Property as defined in the Declaration as shown on the Assessment Plat that is conveyed to the Townhouse Owner.
- I. Living Unit – A townhome situated on a Lot and part of the Property designed and intended for independent use which is owned by a Unit Owner.
- J. Owner or Unit Owner – The Owner or Owners of a Unit, as revealed by the public records. Where the Owner is a Trust, the beneficial owner of the Trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
- K. Member or Members of the Association – A Unit Owner
- L. Resident – Any person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- M. Common Expense or Assessment – Any amount which the Board may assess or levy against a Unit 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. Duly Authorized Agent, 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, 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 be capable of being driven into a Unit’s garage and stored in a Unit’s garage with the garage door closed and shall be of a design, which in the determination of the Board, does not impede entry and exit from a Unit when parked on a Unit’s driveway; or motorbikes and motorcycles which are registered and licensed to be ridden on public roads and highways.
- P. Non-Permitted Vehicles – All vehicles other than those defined above as Permitted Vehicles; or any vehicles without valid state license plates or appropriate municipal vehicle sticker, if required.
- Q. 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 when being used for emergency purposes for health, safety and welfare of the Unit Owners, Residents, and other persons on the Property.
- R. Abandoned Vehicle – Is considered to be a non-permitted vehicle and is defined as any vehicle which is in a state of disrepair, rendering it incapable of being driven in its present condition; or which has not been used or moved for seven (7) consecutive days or more; or which does not have a current, valid 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.
- S. Tenant – A Resident of The Townhomes of Klein Creek who is not the Unit Owner but who is obligated to following the Rules and Regulations of The Townhomes of Klein Creek. Tenants of the Association can participate in Association activities; however, they do not have voting rights within the Association, nor may they serve as a Director of the Association.
- T. Non-Resident Unit Owners – Persons not living within The Townhomes of Klein Creek but having legal obligations to the Unit and Association.
- U. Guest – A visitor of a Resident obligated to following the Rules and Regulations of the Townhomes of Klein Creek Owners Association.

## II. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Any complaint which alleges a violation of the Declaration, By-Laws, or Rules and Regulations shall be in writing and shall contain substantially the same information as that set forth in the 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 Unit Owner's name, Unit Number or address of the Unit where the alleged violating person or Resident resides.
  3. The specific details of description of the violation, including 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. Advising the alleged violating Unit Owner of the name of the reporting Resident will be left to the discretion of the Board.

The Association recommends that photographs be taken, if possible, to show any violation. The photographer's name and the date on which the photographs were taken should be written on the back.

- B. When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or its duly authorized agent. The notification for a 1<sup>st</sup> offense shall be in a manner prescribed by the Board in the form of a warning letter detailing the violation with instructions regarding the means of rectifying the matter.

If the matter remains unresolved or if a complaint is made for a repeat offense, the notification shall then be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B (hereinafter "Notice of Violation").

In the event the alleged violation is not the first violation by the Unit 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 the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner's account if the Unit Owner is found guilty of the violation.

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

- C. If any Unit Owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the Unit owner must proceed as follows:
1. Within fifteen (15) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit 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, which is attached to the Notice of Violation, and by returning it to the duly authorized agent.

2. If a request for a hearing is filed, a hearing on the complaint shall be held before a panel (hereafter "Panel of Inquiry"), consisting of a minimum of five people, composed of Board members and Rules committee members. The hearing shall be conducted no later than eight (8) weeks after delivery of the written request.
  3. At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence, or statement regarding the alleged violation, from any person or persons having direct knowledge of the alleged violation and for the alleged violator and any witnesses on his/her behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote and shall be final and binding on the Unit Owner.
  4. Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in a form similar to that which is attached hereto as Exhibit C.
- D. If no request for a hearing is filed within fifteen (15) days or if the alleged violator fails to appear at a hearing of the charges, the hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Unit Owner shall be notified by the Association of such determination, using the same form and in the same manner as if a hearing has been conducted by a Panel of Inquiry.
- E. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, or Rules and Regulations of the Association, the following shall occur:
1. If found to be guilty of any violation, the Unit Owner shall be notified of the finding by the Association or its duly authorized agent. The Unit Owner shall also be assessed a fine as detailed below as well as any additional costs and expenses, including reasonable attorney's fees, of the enforcement process.
    - 1<sup>st</sup> Violation or uncorrected prior warning - \$50 fine, 7 days to correct the matter
    - 2<sup>nd</sup> Repeat Violation or uncorrected prior violation - \$100 fine, 7 days to correct the matter
    - Subsequent Repeat Violation or uncorrected prior violation– legal action
  2. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit 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.
  3. In the event any violation has resulted in damage to any Common Area, or to any Unit, which has not yet been repaired, or has resulted in any damage or any



unauthorized condition on the Property, the Unit Owner will be given a notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days of the violation date, the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required.

If damage is caused to any part of the Common Area, or to another Unit, which was caused by the Unit Owner, Tenant, Guest, or to the Resident's property, the above referenced actions, time frames, and violations pertain. If such damage affects any other Unit Owner's property, the Unit Owner who caused the damage will be responsible for correcting the damage in the other Unit.

In addition to the foregoing assessment, and in order to encourage Unit Owners to correct violations and damages at their own time and expense, and in order to compensate the Association for the administration expenses involved in obtaining and supervising any such correction, the Association will assess any Unit Owner who forces the Association to correct a violation or damage, an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

- F. Any Unit Owner assessed hereunder shall pay any charges imposed within 30 days of notification that such charges are due. Failure to make the payment on time shall subject the Unit owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges and reasonable attorney's fees, shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as Common Expense in the same manner as any regular or special assessment against the Unit.
- G. Time is of the essence in this policy. Notices are deemed served either:
1. At the time of personal delivery; or
  2. By mail, following two (2) days after deposit in the United States Mail, provided that the notice has been sent by certified mail – return receipt requested, postage prepaid, to the Unit Owner at the Unit address, or to such other address as the Unit owner shall have previously filed with the Board, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in Trust, the notices may be sent either to the address of the Trustee, or to such address as has been provided to the Association by the Trustee or the beneficial owner of the Trust.
- H. All stated rules contained within the Association Declaration, By-Laws, and Rules and Regulations are binding to tenants of non-Resident Unit Owners. It is the non-Resident Unit Owners' responsibility to advise their tenants of the rules and provide them with a copy of the Rules and Regulations and to incorporate a Rider to the lease as detailed on Exhibit G.

In addition, it is the Residents' responsibility to advise their guests of the Rules of the Townhomes of Klein Creek Owners Association. Any alleged violations of a tenant or guest are the responsibility of the non-Resident Unit Owner or the Resident Unit Owner. All violation notices will be forwarded to the Unit Owner and all charges will be reflected on the Unit Owner's account.

- I. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided by law or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.
- J. Parking violations within the Common Area will be enforced by the Association (See Vehicle Regulations enclosed).

### III. GENERAL RULES

All rules, regulations, restrictions, and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the second section of these comprehensive Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws, or the Rules and Regulations are in conflict, the provisions of the applicable law shall first control, followed by the provisions of the Declaration, the By-Laws, and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Unit Owners, their Residents, Tenants, Occupants, families and guests. Additionally, the Unit Owner is responsible for the actions of his/her Residents, Tenants, Occupants, families and guests and is held liable for their compliance with the Association's governing documents. Exceptions to the Rules may be made only in writing, signed by the Board or its duly authorized agent following a written request by a Unit Owner.

#### A. Moving In Or Out

Moving in or out shall be done only during the hours of 7:00 a.m. to 10:00 p.m., seven days a week.

#### B. Noise, Music, Etc.

No noise, music, or other sounds will be permitted at any time in such a manner as to disturb or annoy other residents within the Common Area or any building.

#### C. Draperies and Window Coverings

Temporary coverings, such as sheets, bedspreads, etc., must be removed within a 60-day period after occupancy of any Unit, unless otherwise approved by the Board.

#### D. Use of Barbecue Grills

Electric starters and starter fluids are allowed for grilling. Storage of starter fluids on decks and patios is prohibited. Storage must be handled in a manner minimizing both fire hazard and noxious fumes. Charcoal catchers are required on all barbecues. When in use, grills must be placed a safe distance from siding and deck railings.

#### E. Driving Speed Limit

The driving speed limit for The Townhomes of Klein Creek development is 20 MPH. Reckless or unsafe operation of a motor vehicle will not be tolerated.

#### F. Owner Information

Unit owners are required to complete and submit to the Board a Census form each January, see attached Exhibit H. It is the unit owner's responsibility to ensure that the information is kept current. This information will be kept confidential and proprietary. It will be utilized by the Board and emergency personnel during disasters. Further, this information will be utilized to enforce the Association's parking and non-resident owner rules.

**ALL THE FOREGOING WILL BE SUBJECT TO A \$50.00 FINE PER VIOLATION.**

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, patios, balconies, decks, all exterior doors/storms, windows and the like, without written approval from the Board.

B. Antennas/Satellite Dishes

No antennas, other than satellite dishes (installed for the purpose of expanding television viewing), may be attached or mounted to any portion of the Property unless it is done within the Owner's Unit or indoors in an area, which serves only the Owner's Unit. A satellite dish should be approximately 19 inches or smaller in diameter and should insofar as possible be a color that will blend in with the cedar siding color. The owner must obtain Board approval regarding the location of dish installation with respect to its safe installation and visibility to other homeowners within this community.

C. Assessments and Collections

Payments should be made payable to "The Townhomes of Klein Creek Owners' Association" and are due and payable on the first of each month to the Association through its agent or as otherwise directed from time to time.

A late charge of \$25.00 will be added to all Owners' accounts that are not received by the 15<sup>th</sup> of the month. A late notice will be sent to each delinquent owner, advising him or her of the account status and penalty. Any account in arrears more than 60 days will be forwarded to the Association's attorney for collection. Any legal fees incurred by the Association in collecting delinquent assessments will be charged back to the Owner per the Declarations, By-Laws, and Rules and Regulations. The Board reserves the right to modify delinquent collection procedures from time to time.

D. Awnings or Sunroofs

No attached awning, sunroof, canopy, trellises or shutters of any type are permitted.

E. Decks, Patios, Balconies, Porches, and Structural Changes

1. Residents shall keep decks, patios, balconies and porches clean, orderly, and free from clutter.
2. Decks, patios, balconies and porches may not be enclosed or altered or the appearance changed in any way without the prior written consent of the Board. (See Seasonal Decorations Section IV on Page 12). Decks, patios, and porches may be decorated with pots/baskets that are affixed to wooden structures.
3. Decks and patios may not be used for storage, other than for storage of barbecue grills, lawn chairs, and other items usually associated with patios and decks. Outdoor storage of firewood for fireplaces is restricted to one-half (1/2) face cord and can be stored in an orderly fashion only on a patio or on/under a deck. The area underneath decks and patios may be used for orderly storage of barbecue grills, lawn chairs, garden hoses and firewood.

4. Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed on decks, patios, and garages.
5. The Association will specify the color of all exterior surfaces including siding, decks and mailboxes. The Association will assume the responsibility of all wood surfaces, including decks and mailboxes at the time of restaining of each building. For those Owners wishing to stain their decks more frequently, the Association will provide each owner with the color, material specification and manufacturer of deck stain that will be consistent with existing siding color.
6. Unit Owners are responsible for repair and maintenance of the interior of their unit as well as attic fans, all doors, glass surfaces, window systems, patios, decks, balconies and any other landscape and/or structural additions/changes approved by the Board. If, upon inspection, the Board deems any of these areas to be in disrepair, the Unit Owner will be notified by a duly authorized agent and have 14 days to make necessary repairs. If repairs are not made in the allotted time frame, the Association will proceed with the violation corrections, and the Unit Owner will be assessed for the full cost of labor and materials required.
7. No color alternations may be made to any outer doors and/or external woodwork, including decks and mailboxes.

F. Bicycles, Skateboards, In-line skates and Miscellaneous Toys

1. No bicycles or motorized vehicles shall be placed on, or operated on, the Common lawn area and may not be stored on patios and decks. Portable play equipment, such as portable basketball backboards must be stored in the garage when not in active use.
2. Use of skateboards, in-line skates and skates is suggested for use only on the sidewalks within The Townhomes of Klein Creek. Use of skateboards and skates in streets is deemed dangerous to the rider.
3. Use of miscellaneous motorized toys is allowed only within the Common Areas that provide safety to the operator and environment.
4. Requests for installation of playground equipment requires prior Board written approval.

G. Board Meetings & Association Records

Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Unit Owners.

As required by law, the books and records of the Association are available for inspection of Unit Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association (ten (10) working days).

H. Common Area

1. Storage of any kind is expressly prohibited on or in any Common Area unless the area is expressly designated for such purpose.

2. All toys, recreational equipment, personal property, and the like must be removed from Common Area by sunset and placed indoors.
3. Any games or other activities, which create a nuisance, damage any Common Area, or disrupt the peace, are prohibited on or in any portion of the Common Area.
4. Sandboxes and infant pools are restricted to a unit owner's own patio or deck.
5. Unit Owners may not enclose any portion of the Lot and/or Common Area with a fence or other boundaries.
6. Any trees, shrubs, or planting to be installed on the Property must be approved by the Board or its duly authorized agent.
7. Hereinafter, no electronic fences may be installed.

I. Garages

1. Garage doors, insofar as possible, must be kept closed when not in use. They must be closed at night to prevent intrusion by animals and pests and to discourage theft.
2. No exterior alterations may be made to garage doors.
3. Car engines must not be left running in garages.
4. Major car repairs, or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors is prohibited. Any work or activity producing noise in garages is prohibited before 8:00 a.m. and after 10:00 p.m.
5. Barbecuing in garages and driveways is prohibited, with the exception of Associations-sponsored events.
6. Garages shall be used primarily for storage of vehicles and other items. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. Gasoline and other solvents in excessive amounts create harmful and offensive fumes, which permeate near or adjacent Units and may also create danger of fire or explosions. Nothing shall be done or stored in a garage, which causes harmful or offensive fumes to enter an adjacent Unit. Minor repairs, including oil changes, must be done inside the garage. Repairs are prohibited in the parking area.

J. Garbage and Trash

1. All recycling materials must be placed in a recycling container acceptable to the scavenger company. Acceptable bins may be purchased from the Village of Winfield. All bins are to be maintained within the Unit and may be placed outside for collection no earlier than dusk on the day prior to pickup. All empty bins must be collected and placed within the Unit no later than 8:00 p.m. the day of garbage collection. Bins are not to be stored in any area of the Common Area and must not be visible from any part of the Common Area.

2. All remaining waste must be placed in 33-gallon or small plastic bags, bins or containers and placed outside for collection at the same time as the recycling bins. Garbage bags must be kept within the Unit at all times, other than for pickup. All containers must be clearly marked with owner address.
3. Additional Rules:
  - a. Garbage bags/bins and recycling bins must be placed on the driveway of the Owner's Unit. Bag, bins, etc must not obstruct mailboxes, sidewalks, and ends of driveways.
  - b. Any litter remaining on the ground after garbage pickup should be removed by residents responsible.
  - c. Residents are responsible for litter to the Common Area, which has resulted from their activities or that of their guests.
  - d. Each Resident is responsible for locating their trashcan and recycling bin, no matter where on the Property they may be. Residents are encouraged to return lost bins to the address identified on the bin.
  - e. Collection of used furniture, appliances, etc., by not-for-profit organizations may only be placed on the Common Area immediately prior to pickup. The Association recommends all items of this type remain in the Unit and pickup by Agencies be done from there.

Large disposal items will not be removed from the property by the scavenger company without prior arrangements being made with the company. It is the individual Unit Owner's responsibility to make all necessary arrangements.
  - f. Excessive storage of garbage and/or recycling materials is considered a health and safety hazard and is prohibited.
  - g. If, at any time, the scavenger company changes any aspects or policies regarding the recycling program, it will be the responsibility of each Resident to comply with the new aspects and policies
  - h. Garbage and recycling pickup on weeks containing a generally recognized holiday will be delayed by one day. Residents should delay placing items on the curb by one day.

K. Insurance

Unit Owners are responsible to provide insurance for their Units as outlined in the Declaration. In addition, a Certificate of Insurance, showing the Association as an additional interest, must be provided to the Managing Agent at the time of closing on ownership of a unit.

L. Landscaping

1. Unit Owners must not remove, relocate or alter any permanent planting(s), i.e. any trees and shrubs, without written approval from the Board. Any proposed

changes, additions or deletions of permanent plant stock must be submitted to the Board in writing.

2. Annual bedding plants or bulbs may be added to the Unit Owners' unsodded beds. All plantings, permanent or otherwise, are subject to removal if the Board finds it is not in keeping with the overall landscaping design or if the plantings are not well maintained.
3. Vegetable or fruit plants are not permitted except in freestanding pots on porches and on or under decks.
4. Unit Owners are responsible for the care and maintenance, including fall removal of frost-killed plants, in any gardens they plant.
5. Any plant, sod or other property damaged by the neglect or abuse of any person on the property shall be replaced at the expense of the Unit owner who is responsible. This includes damage caused by actions of their pets, guests or pets of guests.
6. No foot traffic will be allowed in or through any flowerbeds or permanent planting areas.

M. Distribution of Leaflets

1. Any person seeking to distribute literature of any type on the Property, other than in the United States Mail, shall first deliver a copy of the item to be distributed to the Board, for approval, and shall state the name, address, and phone number of the person or persons who are the authors of the publication and of the person or persons sponsoring or distributing the publication.
2. If a Unit owner violates the above provisions, or if the literature so distributed is in any way disposed of on the Property, the Unit Owner shall be assessed all costs and expenses for collection of the disposed literature and any attorney's fees or administration time that may be necessary to insure proper enforcement of these provisions.
3. All solicitors have been banned from the development at the request of the Unit Owners. Should you find that some have gained entrance, please ask them to leave and alert the managing Agents.

N. Maintenance Requests

All exterior maintenance requests should be called in or mailed to the Managing Agent.

O. Seasonal Decorations

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday. Any decoration retainers or fasteners, such as gutter clips or nails utilized in the installation of the decorations shall also be removed no later than one (1) month after the date of the holiday.
2. Outdoor decorations are permitted on a Unit's door, patio, deck, or coach lights and can be affixed to wooden portions of the exterior of a Unit. No outdoor



decoration may be affixed to the brick or mortar of any unit. Winter holiday lights on bushes and trees and freestanding decorations are also acceptable. Any damage caused by outdoor decorations or their retainers or fasteners shall be repaired by the Unit Owner responsible or the Association will charge the cost of repair to the Unit Owner. Repair must include caulking and repainting of damaged wood. Exceptions to this rule require Board approval.

3. No decorations, which create a safety hazard, will be permitted.

P. Security Lighting

Malibu-style lights are permitted on Unit walkways only, and it will be the responsibility of the Owners to ensure all wires are concealed by proper ground cover.

Q. Signs and Advertisements

1. Advertising signs for business or commercial activities, and political posters and signs are prohibited everywhere on the Property. This includes interior/exterior display in windows, doors, and patio/deck doors.
2. Owners are permitted to display on their Lot not more than one "For Sale" or "For Rent" sign of not more than three square feet in size. This sign shall be subject to prior Board written approval.
3. Directional signs for open houses and similar events shall not be posted in the Common Areas any earlier than one (1) hour before and removed no later than one (1) hour after the time for the event.
4. U. S. flags may be displayed on decks only and in accordance with the federal guidelines established for flag flying. No other banners or flags are permitted to be flown at any time or any place within the Association.

R. Storm Doors

1. All storm doors must maintain the original color, material and style agreed upon by the Association. The Board of Directors must approve all new installations prior to initiation of work.
2. The Unit Owner must maintain storm doors in good repair. Once a storm door is installed, maintenance of the storm door becomes the responsibility of the Unit Owner.

S. Property Pond

1. No swimming or fishing in the adjacent retention pond will be permitted by Residents or guests.
2. No ice-skating will be allowed by Residents or guests. The Association does not permit walking across the ice and any persons doing so will be responsible for their own actions and will be walking across the ice at their own risk.
3. Residents and guests will not discharge trash or other objects into the pond at any time. Those Residents or guests found discharging refuse, debris or fish into the

pond are subject to a fine. As with all Association Rules, Residents are responsible for the actions of their guests.

4. No pets are allowed to swim in the pond.
5. No plantings or wildlife should be put into the pond without Board approval.

V. **RULES REGARDING PETS**

- A. No animals, other than dogs, cats, or other animals reasonably considered to be domestic 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. No other animals shall be allowed unless otherwise approved by the Board.
- B. The Association supports the Village of Winfield Ordinances pertaining to pets. The Rules and Regulations will be enforced in accordance with violation guidelines outlined herein, which may be in addition to any Village of Winfield fines.
1. No owner of a dog shall permit such dog to run at large any where on the Property or to leave the owner's premises unless the dog is securely restrained by a leash or chain and in a manner which will prevent the dog from biting any person or other animal.
  2. No owner shall harbor or keep any animal, which disturbs the peace by loud noises at any time of the day or night.
  3. In all instances, owners must comply with all ordinances of the Village of Winfield.
  4. No pet may be left unattended outside at any time. Owners must remain outside with their pet AT ALL TIMES.
  5. Pets are not permitted to relieve themselves on patios, decks, streets or sidewalks. The owner of every animal shall be responsible for immediate removal and sanitary disposition of any solid excreta deposited by his/her animal(s) anywhere. Allowing pets to relieve themselves on other owner's property or Common Areas is discouraged.
  6. No pet shall be allowed to create a nuisance or unreasonable disturbance, or to damage any Common Area or private property. No owner shall permit or allow his/her animal to
    - a. molest persons or vehicles by chasing or barking or biting;
    - b. attack other animals;
    - c. damage property;
    - d. bark, whine or howl excessively.
  7. Only two pets per household are allowed unless otherwise approved by the Board.
  8. Pets cannot be tied to any exterior part of a building, trees and/or shrubbery or any part of the Common Area unless attended by a homeowner.
- C. For the protection of all persons, the owners of any and all dogs and cats must register their pet(s) with the Association on an annual basis. The Animal Registration Form, attached Exhibit I, shall be completed and submitted on or before January 1 of each year for each existing dog or cat. If a new dog or cat is acquired during the year, the animal must be registered within ten days of its acquisition. A one-time security deposit fee of \$100.00 for each dog registered must accompany the completed form. This security deposit will be utilized to defray the cost of repairing damage to the Property, if damage does occur. This security deposit in no way relieves the pet owner from complying with the Association's Rules and Regulations regarding pets and the enforcement thereof.

Failure to pay the security deposit in the time required will be considered a violation of the Rules and Regulations and as with any violation it will be enforced in the manner prescribed in the Enforcement Section herein. Assuming that no damage has occurred to the Property, the security deposit will be refunded upon the earlier of: a dog owner moving out of the Association or the dog owner no longer keeping a dog on the Property.

- D. A Unit Owner is responsible for the actions of pets of anyone residing in or visiting their Unit, and the costs of repairing any damage, or the cost of any personal injury caused by a pet shall be assessed to the responsible Unit Owner as a Common Expense.
- E. Any Unit Owner who has been found to be guilty of more than three (3) violations of the above rules, within a one (1)-year period of time, shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declarations, By-Laws, and Rules and Regulations. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner to have the pet removed permanently from the Property upon 30 days' written notice to the Owner from the Board or its duly authorized agent.

## VI. VEHICLE REGULATIONS

### A. General Rules Regarding Vehicles

1. All permitted vehicles (see Definitions Section, Item O for definition of a permitted vehicle) owned by a Resident must be listed on Exhibit H and shall be parked overnight only in the Unit's garage or driveway. All driveway parking must leave the sidewalks free and clear. At no time shall any vehicle owned by resident or guest be parked overnight on the Association's streets.
2. All vehicles are restricted to paved surfaces, including streets, designated parking areas and driveways on the Property. There shall be no parking on routes of passage across any other portions of the Property, including all lawn areas, sidewalks, in front of mailboxes 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.

Any car found to be parked in an undesignated area on the Property will be tagged and subject to a fine and towing by the Village of Winfield.

3. Vehicles shall not be parked, maintained, or stored on a driveway or on any other area reserved for the exclusive use of another Owner without the express permission of the Owner or Resident having right to exclusive use, possession, and control of that area. Any complaint which alleges a violation of the above shall be made in writing to the Board of Directors and shall contain substantially the same information as that set forth in the Record of Vehicle Violation attached hereto as Exhibit D and will result in a Parking Violation Notice to the Unit Owner, in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit E.
4. Parking, maintenance, or storage of Non-Permitted Vehicles on any portion of the Property at any time is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purpose, so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association.
5. Garage door(s) are to be closed at all times other than when in use and attended by the owner.
6. During the day Guests of Residents should park their vehicle(s) in the driveway of the Resident they are visiting, in designated guest parking areas or in the street. Overnight guest parking is restricted to the driveway of the Resident they are visiting or in designated guest parking areas. Only with permission of other Residents are guests allowed to park in their driveway(s). If a guest(s) of a Resident is going to park his/her car in the Resident's driveway longer than 7 days, the Association management company must be notified so that the vehicle(s) will not be tagged and towed.
7. Guest parking spaces are considered a part of the Common Area, maintained by the Association and are to be utilized only for the guests of unit owners. They are not to be used for parking and/or storing of unit owners' vehicles on a daily or long-term basis. Any Resident who requires additional overnight parking (other than on his/her driveway or garage) must notify the management company in order to receive special permission from the Board.

B. Vehicle Towing

The Board shall have authority to contact the Village of Winfield to tow vehicles, which are parked in violation of these rules and Village parking ordinances under the following circumstances:

1. When a vehicle has been abandoned, as defined in the Definitions Section, paragraph R, and a notice of such violation was affixed/tagged to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle Owner.
2. 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, or inhibits a Resident access to his or her garage, the vehicle may be towed without notice to the Owner.
3. 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 upon the occurrence of the third or subsequent violation without notice to the vehicle owner.

Anytime a vehicle is towed pursuant to these above Vehicle Rules, all costs and expenses incurred shall be assessed to the Unit Owner responsible as a Common Expense.

**VII. RULES REGARDING CLOSING AND TRANSFER OF OWNERSHIP**

In the event of any resale of a Unit, the following rules shall apply.

- A. All owners are responsible for notifying the Board in writing of their intent to sell at least 30 days prior to the date of closing.
- B. The Association, upon request by the unit owner of 15 days' or more notice to the Managing Agent, shall provide the unit owner a statement of his/her account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner, and any other information required for the closing. In accordance with the statute, the Association will charge a fee for this service. The amount may be changed from time to time by the Board.

In the event a request is made which requires this information to be provided in less than the 15-day period, the Association will reserve the right to charge the Unit Owner an additional fee.

- C. Anytime a Unit within the Association is sold or otherwise transferred, the prospective buyer shall be contacted by the seller, either directly or through their attorney, and requested to supply information essential to the Association's records and efficient functioning. Exhibit H, included herein, must be completed by each Unit Owner and supplied to the duly authorized agent within 30 days of the financial closing.
- D. At the time the above information is requested, the Association reserves the right to solicit a proxy from each new Unit Owner. The proxy, a letter of explanation and instructions for completing the proxy, shall be substantially in the form set forth in Exhibit F.
- E. Unit Owners are responsible to provide insurance for their Units as outlined in the Declaration. In addition, a Certificate of Insurance, showing the Association as an additional interested party, must be provided to the Managing Agent within 30 days of moving into the development.

## **VIII. RULES RELATED TO LEASES, TENANTS, AND NON-RESIDENT UNIT OWNERS**

- A. Unit Owners who do not reside in a Unit owned by them shall complete and provide the Board with the information on the form marked Exhibit H, herein. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information shall be assessed to that Unit owner as a Common Expense. Unless otherwise provided by law, any Unit 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 Unit Owner caused by any delays in receiving notice resulting therefrom.
- B. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes. Every lease must be for a period of at least one (1) year, unless the Board consents in writing to the contrary.
- C. 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.
- D. All leases are subject to Board approval.
- E. Every Unit owner intending to lease a Unit shall give 30-day prior notice to the Board of such intention, whereupon the Board shall provide the Unit Owner a Rider which shall be added to the lease and shall be signed by all the parties executing the lease. The Rider shall be substantially in the form, which is attached hereto as Exhibit G.
- F. Each Unit Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws, 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 of said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the Unit Owner responsible as a Common Expense.
- G. 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 Unit Owner and/or tenant, as the case may be. When the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions that are necessary to terminate the lease.
- H. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Unit Owner responsible as a Common Expense.
- I. Each Unit owner is responsible for all actions of their tenants and requirements of their Unit. All contact with a duly authorized agent must be made through the Unit Owner, not the tenant. The Association is responsible to the Unit Owner only.



The Townhomes of Klein Creek Owners' Association Rules and Regulations, are adopted this  
\_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_, in DuPage County, Illinois.

CORPORATE

\_\_\_\_\_  
Board President

SEAL

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date of Signing

Being a proper majority of the Board  
of the Association

**EXHIBIT A**

**VIOLATION COMPLAINT – WITNESS STATEMENT**

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

**INFORMATION CONCERNING WITNESS(ES) TO VIOLATION**

\_\_\_\_\_  
Name of Witness      Address      Unit No.      Phone No.

\_\_\_\_\_  
Name, Address, Unit No., and Phone No. of any other Witnesses

**INFORMATION CONCERNING VIOLATOR**

\_\_\_\_\_  
Name of Violator      Address      Unit No.      Phone No.

\_\_\_\_\_  
Name, Address, Unit No., and Phone No. of Unit Owner, if different

**INFORMATION CONCERNING VIOLATION**

\_\_\_\_\_  
Violation Date      Time      Location

\_\_\_\_\_  
Section(s) of Declaration, By-Laws or Rules & Regulations, which was (were) violated.

Observations of Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were any photographs taken? YES NO By Whom? \_\_\_\_\_

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date and anyone else who was present.

I HAVE MADE 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.

\_\_\_\_\_, 20\_\_\_\_\_  
Signature      Date Signed

**EXHIBIT B**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF VIOLATION**

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

You are hereby notified, as the Owner of the Unit at \_\_\_\_\_ that you are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about \_\_\_\_\_, 20 \_\_\_\_ and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
The Association is governed by its Declaration, By-Laws, and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association's Policies and Procedures Regarding Enforcement, if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN 15 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND ASSESSMENTS, 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 TWO NOTICES OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN THE AMOUNT OF \$100.00 WILL BE ADDED. Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing to the Association at the address below.

TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ Certified Mail  
ADDRESS: \_\_\_\_\_ Return Receipt Requested  
\_\_\_\_\_

Enclosure – Policies and Procedures Regarding Enforcement

cc: Regular Mail

**EXHIBIT B – PAGE 2**

**REQUEST FOR A HEARING**

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20 \_\_\_\_ alleging a violation of the Declaration, By-Laws or Rules and Regulations of Townhomes of Klein Creek Owners' Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner's Name – Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_, 20 \_\_\_\_  
Date

**EXHIBIT B – PAGE 2**

**REQUEST FOR A HEARING**

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20 \_\_\_\_ alleging a violation of the Declaration, By-Laws or Rules and Regulations of Townhomes of Klein Creek Owners' Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner's Name – Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_, 20 \_\_\_\_  
Date

**EXHIBIT C**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICE OF DETERMINATION REGARDING VIOLATION**

On \_\_\_\_\_, 20\_\_\_\_, you were notified of a violation of the Declaration, By-Laws, or Rules and 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 waive your right to a hearing regarding the alleged violation.
- ( ) After considering the complaint, the following determination has been made, and the following action(s) will be taken:
  - ( ) The Board of Directors has found that a violation has occurred. However, it has voted to waive any fine in this specific instance.
  - ( ) You were found not guilty and no action will be taken.
  - ( ) A \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) violation of the Association's Declaration, By-Laws, or Rules and Regulations has occurred and the costs and expenses of enforcement in the amount of \$ \_\_\_\_\_ are now due.
  - ( ) 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 within \_\_\_\_\_ days.
  - ( ) As a results 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.

Any Unit Owner assessed hereunder shall pay any charges imposed within 30 days of this notification. Failure to make the payment on time shall subject the Unit owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges and reasonable attorney's fees, shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as Common Expense in the same manner as any regular or special assessment against the Unit.

TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICE OF DETERMINATION REGARDING VIOLATION**

On \_\_\_\_\_, 20 \_\_\_\_\_, you were notified of a violation of the Declaration, By-Laws, or Rules and 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 waive your right to a hearing regarding the alleged violation.
- ( ) After considering the complaint, the following determination has been made, and the following action(s) will be taken:
  - ( ) The Board of Directors has found that a violation has occurred. However, it has voted to waive any fine in this specific instance.
  - ( ) You were found not guilty and no action will be taken.
  - ( ) A \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) violation of the Association's Declaration, By-Laws, or Rules and Regulations has occurred and the costs and expenses of enforcement in the amount of \$ \_\_\_\_\_ are now due.
  - ( ) 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 within \_\_\_\_\_ days.
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TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT D**

**RECORD OF VEHICLE VIOLATION**

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Vehicle Information:

License Plate: \_\_\_\_\_

Make of Car: \_\_\_\_\_

Model: \_\_\_\_\_

Color: \_\_\_\_\_

Where parked: \_\_\_\_\_

\_\_\_\_\_

Owner's Name, Address, or Unit No., if known: \_\_\_\_\_

\_\_\_\_\_

Were any photographs taken? YES NO

If yes, please attached to this form or forward as soon as possible. Include name of photographer and date taken.

Type of Violations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed by:

\_\_\_\_\_

(signature)



**EXHIBIT E**

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARKING VIOLATION NOTICE**

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

This vehicle is parked in violation of the Rules and Regulations of Townhomes of Klein Creek Owners' Association for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The Association is governed by its Declaration, By-Laws, and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association's Policies and Procedures Regarding Enforcement, if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN 15 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND ASSESSMENTS, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

\_\_\_\_\_  
Signature of Authorized Agent

**EXHIBIT F**

DATE: \_\_\_\_\_

RE: Revocable Proxy

Dear Sir or Madam:

As an owner in TOWNHOMES OF KLEIN CREEK OWNERS' Association, one of the problems that is commonly faced by Homeowner Associations is the lack of a quorum for transacting business of the Association. The Association's attorneys have advised the Board that if a quorum cannot be met for electing officers and conducting business, the activities of the Association, such as maintenance, landscaping or snow removal, must cease until meetings can be held at which a proper quorum is present. Thus, services may cease even though your obligation to make assessment payments for those services will continue. It will create a lien against your property.

In order to avoid this problem, we are asking you to sign a revocable proxy, which appoints someone of your choice to act as your proxy. It also allows the Board, by majority vote, to act for you in the event your proxy cannot attend. If you wish to vote at any meeting, your presence at the meeting will revoke the proxy for that meeting. Thus, the Board will act only where you and your proxy do not attend. The proxy may also be voided permanently at any time simply by sending a letter to the Board. This process is basically the same as the standard procedure used when opening an account at a bank or savings and loan association where proxy cards are signed to give the bank's board of directors the power to vote on behalf of the account holder.

Please sign the attached revocable proxy and return it to us at the address below. We appreciate your cooperation in helping the Board to conduct the Association's business. If you have any questions, please do not hesitate to contact the Association.

Very truly yours,

TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT F**

DATE: \_\_\_\_\_

RE: Revocable Proxy

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As an owner in TOWNHOMES OF KLEIN CREEK OWNERS' Association, one of the problems that is commonly faced by Homeowner Associations is the lack of a quorum for transacting business of the Association. The Association's attorneys have advised the Board that if a quorum cannot be met for electing officers and conducting business, the activities of the Association, such as maintenance, landscaping or snow removal, must cease until meetings can be held at which a proper quorum is present. Thus, services may cease even though your obligation to make assessment payments for those services will continue. It will create a lien against your property.

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Very truly yours,

TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING REVOCABLE PROXY**

1. Print the name or names of the Owner in the first blank. If the property is held in trust, this must be the trustee and not the beneficiary of the trust.
2. Print the street address of the Unit on the next blank.
3. Print the name of the proxy (person) of your choice, other than yourself, in the blank after the word “appoint.” If there is no one you wish to appoint, fill in the blank with “X’s”. If you do not appoint anyone, or in the event your appointed proxy does not appear, your proxy may be cast by a majority vote of the Board, which is then in office.
4. Print the date, year, and city in the appropriate blanks.
5. Sign on the signature line or lines at the bottom. If the property is held in trust, this should be signed by an officer of the bank, which is the trustee.
6. Return the signed proxy to the Association.

**TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION**  
**REVOCABLE PROXY**

I, \_\_\_\_\_, the Owner of a Unit in TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION, (hereafter "Association"), commonly known by the street address of \_\_\_\_\_, appoint \_\_\_\_\_ as primary proxy and, in the primary proxy's absence, a majority of the Board of the Association in office from time to time, or their designated substitute, to vote as my proxy at any regular or special meeting of the Association. I give my proxy full power to vote as if I were personally present, with all the power I possess, including full power to designate a substitute and to revoke such substitution. My presence at a meeting will automatically revoke this proxy, but only for the meeting attended, unless I indicate otherwise. This proxy is intended to extend and shall extend for a period of more than eleven (11) months from the date set forth below and for so long as I remain a member of the Association, unless it is revoked.

Any proxy or proxies in the Association heretofore given by me to any person or persons whatsoever are hereby revoked. In this instrument, any use of the singular includes the plural.

I understand that I may revoke this proxy at any time by sending a letter to that effect to the Board of the Association.

IN WITNESS WHEREOF, I have signed this proxy on \_\_\_\_\_, 20 \_\_\_\_\_,  
at \_\_\_\_\_, Illinois.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature

**EXHIBIT G**

**RIDER TO LEASE**

This Rider is added to the attached lease in accordance with the Rules and Regulations of TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION. By this Rider, the undersigned parties to said lease acknowledge expressly that every lease and the parties thereto shall be subject to the provisions of the Declaration, By-Laws, and Rules and Regulations of the aforesaid Association and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of TOWNHOMES OF KLEIN CREEK OWNERS' ASSOCIATION shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of said Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_  
Lessor (Landlord) (Seal)

\_\_\_\_\_  
Lessee (Tenant) (Seal)

\_\_\_\_\_  
Lessor (Landlord) (Seal)

\_\_\_\_\_  
Lessee (Tenant) (Seal)

\_\_\_\_\_  
Date

NOTE: A SIGNED ORIGINAL OF SAID LEASE AND THIS RIDER MUST BE GIVEN TO THE BOARD OF DIRECTORS FOR ITS FILES IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE ASSOCIATION.

TOWNHOMES OF KLEIN CREEK  
2000 CENSUS FORM

EXHIBIT H

1. UNIT ADDRESS: \_\_\_\_\_
2. OWNER'S NAME: \_\_\_\_\_
3. OWNER'S TELEPHONE: HOME #: \_\_\_\_\_ WORK #: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ FAX #: \_\_\_\_\_
4. ARE YOU A RESIDENT OWNER? YES \_\_\_\_\_ (if YES, skip to #9) NO \_\_\_\_\_
5. OWNER'S ADDRESS: \_\_\_\_\_
6. NAME ON LEASE: \_\_\_\_\_
7. TENANT'S TELEPHONE: HOME #: \_\_\_\_\_ WORK #: \_\_\_\_\_
8. DATE LEASE EXPIRES: \_\_\_\_\_

9. LIST EACH PERSON RESIDING IN THE UNIT:

FULL LEGAL NAME (if more than six, list additional names on back)	SEX	CHILD, ADULT or SENIOR
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

10. PET(S) IN THE UNIT? \_\_\_\_\_ DESCRIPTION(S): \_\_\_\_\_

11. VEHICLE MAKE: \_\_\_\_\_ PLATE #: \_\_\_\_\_  
MAKE: \_\_\_\_\_ PLATE #: \_\_\_\_\_  
MAKE: \_\_\_\_\_ PLATE #: \_\_\_\_\_  
MAKE: \_\_\_\_\_ PLATE #: \_\_\_\_\_

12. EMERGENCY CONTACT: \_\_\_\_\_

13. CONTACT TELEPHONE: HOME #: \_\_\_\_\_ WORK #: \_\_\_\_\_

14. DOES EMERGENCY CONTACT HAVE KEYS TO UNIT? YES \_\_\_\_\_ NO \_\_\_\_\_

15. OWNER'S HOME INSURANCE CO.: \_\_\_\_\_ POLICY #: \_\_\_\_\_

16. AGENT'S NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

17. PUBLISH MY PHONE NUMBER IN THE ASSOCIATION'S DIRECTORY: YES \_\_\_\_\_ NO \_\_\_\_\_

*I the undersigned affirm that to the best of my knowledge the information provided above is complete, accurate and current.*

OWNER'S SIGNATURE: \_\_\_\_\_ 32 DATE: \_\_\_\_\_

EXHIBIT I

TOWNHOMES OF KLEIN CREEK OWNERS ASSOCIATION

ANIMAL REGISTRATION FORM

Unit Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Resident's name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Type (Dog, Cat) \_\_\_\_\_

Color: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Sex: \_\_\_\_\_ Registration Date: \_\_\_\_\_

Tag No. \_\_\_\_\_ Date of last rabies shot: \_\_\_\_\_

The undersigned has read and understands the provisions of the Association's Declaration, Rules and Regulations and the Rules and Regulations Regarding Pets, Pet Litter and Damages by Pets. The undersigned acknowledges and agrees that the undersigned and all occupants of the Unit are bound by the provisions of the Rules and Regulations and will abide by the same. The undersigned also states that the information provided on this form is true and accurate and understands that a fine or other penalties may be imposed at the Board's discretion if the information herein contains any false or misleading statements.

Date: \_\_\_\_\_