

KLEIN CREEK HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS*

*** *These are in addition to the provisions detailed in the Associations Declaration and Bylaws***

Adopted: November 8, 2007

Effective: January 1, 2008

KLEIN CREEK HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

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CONTACT SHEET

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 Association's attention at the address below.

MANAGEMENT COMPANY:

Association Partners, Inc.

Phone (630) 653-7782

Fax (630) 653-6894

E-mail: associationmanagement@associationpartnersinc.com

Web site: www.associationpartnersinc.com

All written correspondence should be mailed to: Klein Creek Homeowners Association, P.O. Box 191, Winfield, IL 60190.

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 Covenants, Conditions And Restrictions of Klein Creek Homeowners Association, which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on April 13, 1993, as Document No. R93-69896 and amended from time to time thereafter.
- B. By-Laws – The By-Laws of Klein Creek Homeowners Association, which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on April 13, 1993, as Document No. R93-69896 and amended from time to time thereafter.
- C. Property – as defined in the Declaration as recorded, including any improvements thereon.
- D. Association – Klein Creek Homeowners Association, an Illinois Not-For-Profit Corporation.
- E. Board – The Board of Directors of the Association. A Director is a member in good standing as defined by having no outstanding fees due the Association.
- F. Rules and Regulations – The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and its Board.
- G. Common Area – as defined in the Declaration and areas accessible to all Owners, including but not limited to, entrance monuments, landscaping and/or walk easements, cul-de-sac island landscaping and any other improvements installed thereon.
- H. Lot - as defined in the Declaration and areas accessible to by a single Owner.
- I. Home – A residential dwelling situated on a lot designed and intended for independent use which is owned by an Owner.
- J. Owner or Lot Owner – The Owner or Owners of a Home or Lot, 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 Home/Lot 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 – in the Klein Creek Homeowners Association shall be limited to the record owners of the individual lots in Klein Creek. As a member of the Association, each lot Owner is bound by the provisions of the Declaration of Covenants, the Bylaws, and the Rules and Regulations as approved by the Board of Directors from time-to-time. On termination of the interest of any Owner in any particular portion of the Property, his membership shall thereupon automatically terminate, transfer and inure to the new Owner succeeding such Owner in interest.
- L. Resident – Any person who resides on the Property, including families of Owners and tenants of Owners and including an Owner if the context so indicates.

- M. Common Expense or Assessment – Any amount which the Board may assess or levy against an Owner, either individually or collectively, including regular annual 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, Management Company or Manager – The person or entity, if any, which has been employed by the Association to manage defined duties related to the administration of the Property in the manner directed by the Board.
- O. Permitted Vehicles – Currently licensed passenger-type automobiles, vans, pickup trucks and SUVs, specifically designed for the personal transport of persons, shall have no more than four (4) wheels, shall be capable of being driven into a Home’s garage and stored in a Home’s garage with the garage door closed; **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 recreational vehicle; **or** any vehicles used for commercial purposes, the term "commercial vehicles" shall include, without limitation, all automobiles, station wagons, vans, trucks, trailers or vehicular equipment bearing signs or which have printed thereon a reference to any commercial activity or which contain commercial equipment open to public view; **or** any vehicles without valid, current state license plates or appropriate municipal vehicle sticker, if required; **or** any abandoned vehicle unless otherwise approved by the Board of Directors. All non-permitted vehicles as defined above must be capable of being driven into a Home’s garage and stored in a Home’s garage with the garage door closed.
- Q. 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 off the Association 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.
- R. Tenant – A Resident of Klein Creek Homeowners Association who is not the Owner but who is obligated to following the Rules and Regulations of Klein Creek Homeowners Association. 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.
- S. Non-Resident Owners – Persons not living within Klein Creek Homeowners Association but having legal obligations to the lot/home and Association.
- T. Guest – A visitor of a Resident obligated to following the Rules and Regulations of Klein Creek Homeowners Association.
- U. Hardscape - The part of a Home's grounds consisting of structures, such as patios, retaining walls, and walkways, made with hard materials.

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 last 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.

Pursuant to the Association's Declaration and Bylaws the Board of Directors has both the authority and obligation to adopt, publish and enforce the Association's Rules and Regulations governing the use and maintenance of the 302 lots, the buildings thereon and of the Common Area and facilities, and the personal conduct of Home Owner/Members, Tenants, and their guests thereon, and to establish penalties for any infraction thereof. The following Rules and Regulations have been presented, discussed, and approved by the Board of the Association to preserve the health, safety, and welfare of the Members of the Association, and the Common Area premises, under their jurisdiction and responsibility.

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

These Rules and Regulations may be amended as deemed appropriate by the Association's Board.

II RULES REGARDING THE ADMINISTRATION OF THE PROPERTY

A. Assessments and Collections

Payments should be made payable to “Klein Creek Homeowners Association” and are due and payable upon invoicing and are considered late if not received by the 30th day after invoicing to the Association through its agent or as otherwise directed from time to time.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear either interest from the date of delinquency at the rate of twelve percent (12%) per annum or a late fee of \$50.00. Any account in arrears more than 60 days will be forwarded to the Association’s attorney for collection. Any and all costs incurred by the Association in collecting delinquent assessments will be charged back to the Owner per the Declaration, By-Laws, and Rules and Regulations. These costs may include but are not limited to attorney fees, court costs and collection company fees. Additionally, the Board reserves the right to enforce delinquent collection procedures through court actions, liens on the delinquent property and a restriction of rights and privileges related to voting and serving on the Board of Directors.

All other charges (such as, not limited to but including bill backs, legal fees and fines) to an Owner’s account are due upon invoicing and are considered late if not received by the 30th day after invoicing. An interest charge as allowed by Law will be added to the Owner’s account.

B. Board Meetings & Association Records

Board meetings are open to all Home 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 Home Owners.

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

C. Committees

The Board pursuant to its authority as detailed in the Association’s ByLaws may from time to time appoint Association Members to various committees to assist the Board in the administration of the Association. Additionally the Board reserves the right to establish its own operational Rules, Regulations, Policies and Procedures for the Committees. The following provides details on one such committee:

Architectural Review Committee (ARC)

The purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. **No building or other improvements including landscape and hardscape shall be commenced or maintained, including any addition or alteration (except interior changes or landscape plantings no greater than \$2000), until the complete construction plans and specifications and the site plan have been submitted to and approved in writing by the Architectural Review Committee.**

The Committee members shall consist of 3 to 5 Owners who may or may not be members of the Board of Directors of the Klein Creek Homeowners Association. Committee members must reclude themselves from reviewing and approving their own submissions.

III RULES REGARDING THE USE AND APPEARANCE OF THE PROPERTY

A. Signs, Notices and Advertisements

Advertising signs for business or commercial activities including political signs are prohibited everywhere on Association Property. Only the following signs are permitted on Owners' lots: 1) up to 5 political signs placed no more than 30 days prior to an election and must be removed 7 days after an election, 2) up to 2 "For Sale" signs, 1 in the front of a lot and 1 at the rear of a lot. The signs must not exceed six (6) square feet to advertise the home and must be removed as soon as the sale has been consummated.

B. Storage Structures

No storage sheds shall be permitted AT ANY TIME. The use of temporary storage structures such as PODS is allowed to be placed in an Owner's driveway for no longer than 1 week unless otherwise approved by the Board. All requests must be submitted to the Board in writing through the Management Company

C. Exterior decorations

1. Holiday decorations - must be removed no later than one (1) month after the date of the holiday.
2. Ornamental yard decorations - The Board has directed that plans for installation of such Decorations, other than those Decorations specifically approved below, must be submitted by the Owner to the Architecture Review Committee for review. The Committee will make a recommendation to the Board regarding all such plans received from Owners. The Board will make the final decision regarding all such plans for installation of Decorations.

In order to provide guidance to Owners and the Architecture Committee, the Board has established the following guidelines with regard to the installation of Decorations:

- A maximum of five (5) Decorations in the aggregate may be located in the planting areas in the front of each Home. Up to an additional five (5) Decorations may be located in planting areas in the rear of each Home and a maximum of five (5) Decorations may be located in each side planting area if a Home has such planting areas.
- All Decorations shall be composed of cement, wood, iron and other similar materials, or reasonable facsimiles thereof, in colors in keeping with the exterior colors of the Home.
- Approved Decorations include the following:
 - Benches (concrete, wood, or metal) no more than 5 feet in length;
 - Bird baths up to 2 feet in diameter; water in bird baths must be kept fresh;
 - Metal or wood decorative chairs;
 - Decorative carts/wheelbarrows no more than 30 inches by 36 inches;
 - Concrete artifacts such as statues no taller than 2 feet;
 - Sundials;
 - Flower pots containing annual plantings and small trees no taller than 2 feet; at the end of the growing season all dead plants must be removed from pots.
- Plans for the installation of all other Decorations including, but not limited to, mechanical Decorations (windmills, etc.), birdfeeders (only birdfeeders planned for rear areas will be considered), pink flamingoes, fountains, concrete lions, gazing balls, wagons, and wagon

wheels, shall be submitted to the Architecture Committee in written form. No such Decorations shall be installed without Board approval.

D. Satellite Dishes

Per the 1996 revisions to the FCC Code, Satellite dishes less than eighteen (18) inches in diameter may be allowed at Klein Creek Homeowners Association. However, they **may not** be affixed to the front of a home nor may they be visible from the street in front of the home. Additionally, a Satellite Dish Installation Application (Exhibit F) must be submitted and approved by the ARC prior to installation. All satellite dishes **must be placed at the rear** of the house unless the signal is impaired by such placement, in which case that problem must be documented by a certified satellite dish installation company. An alternative location will have to be ARC approved. Where possible, screening of the dish is required.

E. Landscaping

1. All lawns must be seeded or sod installed within six months of the completion of any construction on any lot. Areas of lots that have dead or dying grass must be replaced within 60 days of notice as follows: front or sides of home and by sod, rear of homes by sod or seed.
2. All lots shall be landscaped with a minimum of eight (8) foundation landscaping plants and/or shrubs.
3. All Owners of Lots within the Property must keep them mowed to a height of no greater than six (6) inches. A Lot where the vegetation such as grass, dandelions or other weeds, exceeds this height, a notice will be sent to the Owner to cut this vegetation to an appropriate lower level (2" to 4") within 7 days of notice. If the Lot remains uncut, the Association will contract to have the Lot cut to an appropriate level without further notice. The Lot Owners will be assessed all costs associated with the forced mowing.

F. Snow Clearing

Snow must be removed from the main sidewalk of an Owner's home within 12 hours after a storm depositing 2 or more inches of snow. When clearing snow from the Lot Owners driveway, sidewalk, and in front of the mailbox, the snow shall not be deposited on any public right-of-way such as streets. Also, the Lot Owner may not clear snow from their property onto another Lot Owner's property.

G. 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 without the prior approval of the ARC.
3. Major car repairs, or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited.
4. Garages shall be used primarily for storage of vehicles and other items. Nothing shall be done or stored in a garage, which causes harmful or offensive fumes to enter a neighbor's home. Care and consideration for others must be exercised if the garage or driveway is used for minor repair or maintenance of vehicles, such as oil changes. Repairs are prohibited on the streets. Any work or activity producing unreasonable noise is prohibited before 8:00 a.m. and after 8:00 p.m.

H. Garbage and Refuse Disposal

1. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No dumping of anything liquid or solid shall be permitted on any lot, right-of-way or Common Area.
2. All recycling materials must be placed in a recycling container acceptable to the Village and scavenger company. All bins are to be maintained within the home and may be placed outside for collection no earlier than 5:00 p.m. on the day prior to pickup. All empty bins must be collected and placed within the home no later than 8:00 p.m. the day of garbage collection. Bins must be stored in the garage except during the times detailed above.
3. All remaining waste must be placed in containers and placed outside for collection at the same time as the recycling bins. Garbage must be kept within the garage at all times, other than for pickup.
4. Additional Rules:
 - a. Garbage bags/bins and recycling bins must not obstruct sidewalks.
 - b. Any litter remaining on the ground after garbage pickup should be removed by residents.
 - c. Residents are responsible for litter to the Common Area, which has resulted from their activities or that of their guests.
 - d. Collection of used furniture, appliances, etc., by not-for-profit organizations may only be placed out immediately prior to pickup.

It is the individual Owner's responsibility to make all necessary arrangements for large disposal items and must be kept within the home at all times, other than the day of pickup.
 - e. Excessive storage of garbage and/or recycling materials is considered a health and safety hazard and is prohibited.
5. Littering anywhere on the Property is prohibited. A fine plus a clean-up charge will be assessed to the Owner responsible for the litter.

I. Garage Sales

Garage sales are permitted but are limited to two (2) or fewer per household per calendar year.

IV. VEHICLE REGULATIONS

A. General Rules Regarding Vehicles

1. Vehicles must be parked overnight in garages. Overnight driveway parking should only occur if the garage is already filled with permitted vehicles. The Board reserves the right to limit vehicles parked overnight in a driveway. With the exception of the driveway, no vehicles may be parked in the front of the Lot, the corner side yard of a corner Lot or in the parkways. All driveway parking must leave the sidewalks free and clear. Additionally, per Village Ordinance there is no overnight street parking between 2:00 am and 6:00 am.
2. All vehicles are restricted to paved surfaces, including streets, 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 pathways. 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.
3. Any complaint which alleges a violation of any 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 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, such as but not limited to a boat, trailer, truck, house trailer, snowmobile, recreational vehicle or commercial vehicle, for more than 48 hours in the driveway serving the Owner's home is prohibited.
5. During the day Guests of Residents should park their vehicle(s) in the driveway of the Resident they are visiting or in the street. Overnight guest parking is restricted to the garage or driveway of the Resident they are visiting.

B. Vehicle Towing

The Board shall have authority 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, 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 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 immediately 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 immediately 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 Owner responsible as a Common Expense.

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 or cat shall permit such animal to run at large any where on the Property or to leave the Owner's premises unless the animal is securely restrained by a leash or chain and in a manner which will prevent the animal from biting or harming any person or other animal. The tie down or leashing of pets in the front yard is prohibited. Dog runs are prohibited anywhere in Klein Creek Homeowners Association.
 - 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. The Owner of every animal whether Resident or Guest shall be responsible for **immediate** removal and proper sanitary disposition of any solid excreta deposited by his/her animal(s) anywhere that is not on the Owner's property. Disposal of such solid excreta down storm drains is prohibited. Further, the removal and sanitary disposition of any solid excreta deposited by his/her animal(s) on the Owner's lot must be frequent enough so as not to cause a health hazard or disturbance to neighbors.
- C. An Owner is responsible for the actions of pets of anyone residing in or visiting their Home. The costs of repairing any damage to Common Area caused by a pet shall be assessed to the responsible Owner as a Common Expense.

VI. RULES REGARDING CLOSING, REFINANCES AND TRANSFER OF OWNERSHIP

- 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 Owner and/or buyer or their agents of 15 days' or more, shall provide the 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. Additionally, the Association may request certain information from and/or provide information to the seller and buyer. The Association and/or its Managing Agent will charge a fee for these services. The amount may be changed from time to time. Therefore contact the Managing Agent for a current listing of fees.

In the event a request is made which requires this information to be provided in less than the 7-day period, the Association and/or its Managing Agent will reserve the right to charge the Owner an additional rush fee.

- C. Anytime a Home 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 Owner and supplied to the Association prior to the closing.
- D. Owners are responsible to provide insurance for their Homes. In addition, a Certificate of Insurance, showing the Association as an additional interested party on their policy, must be provided to the Association prior to moving into the Association.

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

- A. 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. Any failure of the Lessee to comply with the terms of the Association's governing documents shall be a default under the lease. A Lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to the Association's Declaration, Bylaws or Rules and Regulations.
- B. An Owner may not lease less than the entire Home, nor may the Home be leased for transient or hotel purposes. Every lease must be for a period of at least one (1) year, unless otherwise approved by the Board.
- C. All leases are subject to Board approval. Additionally, the Association may request certain information from and/or provide information to the Owner and Tenant. The Association and/or its Managing Agent will charge a fee for these services. The amount may be changed from time to time. Therefore contact the Managing Agent for a current listing of fees.
- D. Every Owner intending to lease a Home shall give 30-day prior notice 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. The Rider shall be substantially in the form, which is attached hereto as Exhibit G.
- E. Each 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 Home 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 Owner responsible as a Common Expense.
- F. Owners who do not reside in a Home 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 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 Home, 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 there from.
- G. Each Owner is responsible for all actions of their Tenants and requirements of their Home. All contact with the Association must be made through the Owner, not the Tenant. The Association is responsible to the Owner only.
- 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 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.
- I. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Owner responsible as a Common Expense.

VIII. ARCHITECTURAL REVIEW AND MODIFICATION RULES

The Architectural Review Committee (ARC) provides the following architectural review criteria for the individual owners to use in the preparation of architectural plans submissions for approval. The Architectural Review Committee reserves the right to amend these criteria from time-to-time and retains the right to grant specific approval of building plans and specifications upon the formal submission of the same to the Committee by the individual Owner.

All Owners prior to beginning any exterior changes, including but not limited to, additions, remodels or improvements to their Lot or Home must comply with the provisions set out in the Declaration and specifically Article III, "General Restrictions" and Article IV, "Architectural Controls" as well as all the Rules set forth herein this Rules and Regulations. Additionally the following shall also apply.

- A. No building or other improvements shall be commenced or maintained, including any additions or exterior alterations to an existing dwelling, lot, landscape or hardscape until the complete construction plans, specifications and site plan have been submitted to, and approved by, the Architectural Review Committee. All submissions must be made to ARC prior to the Village of Winfield. The Association and/or its Managing Agent will charge a fee to cover expenses related to the review process and administration of these submissions. The amount may be changed from time to time. Therefore contact the Managing Agent for a current listing of fees. **See Exhibits I and J for ARC Submission Standards, documents required for a complete submission and a list of current fees.** Any incomplete submissions will be returned to the submitter. After written approval is received, submission may be made to the Village and only after Village approval may construction begin and must be completed within a reasonable time. The ARC may charge the property Owner for out-of-pocket expenses and any charges resulting from a dispute between the Board and an Owner.
- B. In the event the Owner of the property does not submit appropriate complete plans and ignores or refuses a written request to submit plans, including submitting to ARC prior to the Village, the Association may take any legal action necessary to enforce these requirements, including shutting down the construction. The property Owner will be billed for any expenses incurred by the Association (legal and/or other expenses) plus 10% of the Association's costs, and this bill will be due and payable within 30 days after the billing. If not paid by then, the Association will follow its normal procedures for the collection of fees.
- C. Fencing on approved lots – approved Privacy fencing (i.e. board on board style fencing) in the rear yard only is detailed in the Association's Declaration in Exhibit F. Chain link fencing is not permitted. Decorative fencing such as wrought iron is not permitted for perimeter fencing around the back, sides or front of a lot. They are allowed only to surround an in ground pool. Type, height, length, color and location of the fence must be approved by the Architectural Review and Modification Committee prior to commencing installation.
- D. In ground pools maybe considered for approval provided they are properly decked, screened, and landscaped with appropriate protective fencing.

IX. GENERAL REQUIREMENTS FOR REMODELS AND CONSTRUCTION:

- A. The lot Owner is responsible for:
1. Maintaining a clean site
 2. Not allowing debris to accumulate or to be blown onto adjacent property
 3. Storing construction waste in dumpsters or within the structure
 4. Daily scrapping and cleaning of mud and dirt tracked onto roadways
 5. Installing and maintaining protective fencing for existing landscaping (including parkway landscaping)
 6. The project must be completed within the time allotted as approved by the ARC.

X. 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 Owner's name, Home Number or address of the Home 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 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 date when the photographs were taken should be written on the back.

- B. When a complaint is made pursuant to the above, the alleged offending Owner shall be notified of the alleged violation by the Association or its duly authorized agent. The notification for a 1st 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 shall contain substantially the same information and in a form similar to that which is set forth in Exhibit B (hereinafter "Notice of Violation").

In the event the 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 the 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 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 Owner charged with a violation either believes that no violation has occurred or that he/she 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 and return 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 owners appointed by the Board. The hearing shall be conducted no later than twelve (12) 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 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 contain substantially the same information and in a form similar to that which is set forth in attached hereto as Exhibit C.
- D. If no request for a hearing is filed within fourteen(14) 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 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 an 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 Owner shall be notified of the finding by the Association or its duly authorized agent. The Board shall determine and assess the amount, if any, of the fine for the violation as detailed below, as well as any and all additional costs and expenses, related to investigating the complaint, conducting a hearing, remedying the violation and collecting the fine including, but not limited to, remediation expenses, management company fees, court costs, expert fees and attorney's fees, of the enforcement process.
 - Violations related to unapproved, neglected, incorrect or uncorrected exterior alterations to landscaping, hardscaping, architectural or appearance - \$150 and 14 days to correct (see paragraph 3 below)
 - Subsequent Repeat Violation – legal action

All other violations

 - 1st Violation or uncorrected prior warning - \$75 fine and 7 days to correct the matter
 - 2nd Repeat Violation or uncorrected prior violation - \$100 fine and 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 Owner to correct any damage or any unauthorized condition on 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.
 3. In the event any violation has resulted in damage to any Common Area, or to any Home, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the 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 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 Home or Lot, or to the Resident's property, which was caused by the Owner, Tenant, Guest, or pet the above referenced actions, time frames, and violations pertain. If such damage affects any other Owner's property, the Owner who caused the damage will be responsible for correcting the damage in the other Home.

In addition to the foregoing assessment, and in order to encourage 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 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 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 Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges, collection costs and reasonable attorney's fees, shall be added to the Owner's account, shall become a special assessment against the Home and shall be collectible as Common Expense in the same manner as any regular or special assessment against the Home.

G. Time is of the essence in this policy. Notices are deemed served either:

At the time of personal delivery; **or** by mail, after deposit in the United States Mail, provided that the notice has been sent by certified mail – return receipt requested, postage prepaid, to the Owner at the Home address, or to such other address as the 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 Homes 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 Owners. It is the non-Resident 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 Klein Creek Homeowners Association. Any alleged violations of a tenant or guest are the responsibility of the non-Resident Owner or the Resident Owner. All violation notices will be forwarded to the Owner and all charges will be reflected on the 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 above).

K. In an effort to amicably and cost effectively settle disputes between an Owner and the Association it is the Association's policy that Owners must first utilize the Association's internal dispute resolution process. This process requires Owners to participate in good faith to non-binding mediation provided by a trained third party prior to seeking resolution through the courts.

Klein Creek Homeowners Association Rules and Regulations are adopted this _____ day of _____, 2007, in DuPage County, Illinois.

Board President

CORPORATE

Board Secretary

SEAL

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 Phone No.

Name, Address, and Phone No. of any other Witnesses

INFORMATION CONCERNING VIOLATOR

Name of Violator Address Phone No.

Name, Address, and Phone No. of 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 Lot/Home 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 14 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND IN VIOLATION 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 WITHIN FOURTEEN (14) DAYS THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE TO WHICH AN ADDITIONAL ADMINISTRATIVE CHARGE OF ONE HUNDRED DOLLARS (\$100.00) OR TEN PERCENT (10%) OF THE COST OF LABOR AND MATERIALS, WHICHEVER IS GREATER WILL BE ADDED. Please consult the Association’s Rules for further details.

You may request a hearing by writing to the Board of Directors at: Klein Creek Homeowners Association, PO Box 191, Winfield, IL 60190.

KLEIN CREEK HOMEOWNERS ASSOCIATION
BY: _____

TITLE: _____ Certified Mail
ADDRESS: _____ Return Receipt Requested

Enclosure – Policies and Procedures Regarding Enforcement

cc: Regular Mail

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 _____ (1st, 2nd, 3rd) 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 Owner assessed hereunder shall pay any charges imposed within 30 days of this notification. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges, collection costs and reasonable attorney’s fees, shall be added to the Owner’s account, shall become a special assessment against the Owner and shall be collectible as Common Expense in the same manner as any regular or special assessment against the Owner.

KLEIN CREEK HOMEOWNERS 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, if known: _____

Were any photographs taken? YES NO

If yes, please attach 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 Klein Creek Homeowners 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 14 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

**Klein Creek Homeowners Association
SATELLITE DISH INSTALLATION APPLICATION**

NAME: _____ DATE: _____

ADDRESS: _____

TELEPHONE: _____

SATELLITE DISH SPECIFICATIONS:

COLOR: _____ SIZE: _____

LOCATION: _____ INSTALLATION DATE: _____

INSTALLER: _____

A copy of the installer's Certificate of Insurance must accompany this application.

I/We, the undersigned, do hereby acknowledge that I/we have read and understand the rules concerning the proposed installation of the satellite dish. I/We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this satellite dish as more fully set forth in the Satellite Dish Agreement.

DATE: _____

SIGNED: _____ Owner(s) _____

FOR OFFICE USE ONLY:

Date Received:	Received By:
Date Approved:	Date Disapproved:
Approved By:	Disapproved By:
Final Inspection Date:	By:
Reasons For Disapproval: _____ _____ _____ _____	

EXHIBIT G

RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of KLEIN CREEK HOMEOWNERS 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 KLEIN CREEK HOMEOWNERS 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.

All expenses incurred by the Association resulting from violations of the aforesaid Association's Declaration, By-Laws, and Rules and Regulations by a Tenant will be the responsibility of the Owner of the Home where the Tenant resides.

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.

EXHIBIT H

Association Partners, Inc. census form

(See attached)

EXHIBIT I

ARC Submission Requests Requirements

3 complete sets of the following must be submitted to the ARC committee for review and approval prior to proceeding with any exterior modification to the home or lot

- 1 Name of petitioner, complete address, including phone number and email address
- 2 Subdivision map showing location of property
- 3 Describe improvement in detail
- 4 Plat of survey with improvement shown to scale
- 5 Front & side view of improvement as attached to house; including elevations and all appropriate dimensions
- 6 Narrative description explaining how improvement is harmonious with the architecture of house and previously approved improvements in line-of-sight (vicinity) of the lot
- 7 3 copies of the final Construction Drawings at 1/4" scale prepared and sealed by a licensed architect. One set will be returned with any markups required.
- 8 All appropriate specifications of materials & methods of construction used in this proposed improvement including details of exterior building material and exterior color scheme
- 9 Approximate cost
- 10 Estimated construction schedule
- 11 Contractor name, address, phone number, references
- 12 Samples of materials to be used

EXHIBIT J

**KLEIN CREEK HOMEOWNERS ASSOCIATION
ARCHITECTURAL REVIEW REQUEST FORM**

Date _____

Name of Homeowner(s) _____

Street Address _____

Email Address _____

Phone _____

I/We are requesting to make the following change(s) described below. I have reviewed the ARC Submission Requests Requirements detailed in Exhibit I of the Association's Rules and Regulations and have attached the required sketches, specifications, colors, and a plat of survey, if appropriate.

Signature of Owner _____

Please send your request to:

Klein Creek Homeowners Association
PO Box 191
Winfield, IL 60190

Office Use Only:

Received By _____ Date _____

Review Requirements and Fees for Klein Creek Homeowners Association

Per the Declaration of Covenants, Conditions, Restrictions and Easements for KCHA, Article VI, Paragraph 4.5, the Architectural Review Committee has approved the following fees* to accompany submission of Plans and Specifications for improvements to properties in the Klein Creek Homeowners Association:

\$100	Addition to Residence
\$25	Drivet Replacement
\$100	Pool
\$75	Screen Porch/ Gazebo
\$75	Deck/Deck Expansion/Hot Tub/Lattice
\$50	Solar Collector
\$25	Patio/Pavers/Masonry/Driveway (if a change from original)
\$25	Fence
\$25	Sidewalks (if a change from original)
\$25	Major Landscaping (over \$2000)
\$25	Retaining Walls
\$0	Fountain/Pond/Ornamental yard decorations
\$0	Change in Paint or Stain Color

Plans (per the requirement in Paragraph 4.5) should be submitted to:

Klein Creek Homeowners Association
PO Box 191
Winfield, IL 60190

Previously some home improvements in KCHA were approved by the Village Development Department prior to KCHA approval. A discussion with the Village's Code Enforcement Officer reaffirmed an earlier agreement that no Village Building Permit will be issued unless the improvement has first been approved by the Klein Creek Homeowners Association.

* fees stated in effect as of August 2007. The amount may be changed from time to time. Therefore contact the Managing Agent for a current listing of fees.