

THE KLEIN CREEK CONDOMINIUM ASSOCIATION



RULES & REGULATIONS

Revised April 2015

Welcome to Klein Creek

**IMPORTANT NAMES AND NUMBERS FOR RESIDENT AND NON-RESIDENT OWNERS
OF KLEIN CREEK CONDOMINIUMS**

MANAGING AGENT: LIEBERMAN MANAGEMENT SERVICES
25 NORTHWEST POINT BOULEVARD SUITE 330
ELK GROVE VILLAGE, IL 60007

MEAGHAN BOLLENBERG CMCA
OFFICE: 847-459-0000
FAX: 847-459-3003

The Managing agent is for Unit Owner' use only. The Managing Agent will take calls from owners regarding the condominium. Non-owners, renters or lessee are to submit any complaints or questions to their unit's owner. Non-owner calls regarding emergency situations which cannot wait until the next business day can be made to the office.

EMERGENCY CALLS SHOULD BE PLACED WITH 911 AND THEN REPORTED TO THE MANAGING AGENT. PROMPT NOTIFICATION IS IMPORTANT IN TIMES OF EMERGENCIES.

Items requiring association maintenance should be reported to Resident Services at the office number above. You are requested to call the Managing Agent who will contact the proper vendor. If the maintenance item is an owner responsibility, you may contact a professional or request the Managing Agent to contact a vendor. The owner and vendor should agree on the service and cost and the owner is responsible

If it is not an emergency, please wait and call the next business day.

Office Hours for the Managing Agent

Monday through Friday 8:00am - 6:00pm

If you would like to provide information or write to the Board of Directors, please send to the Managing Agent who will forward. All correspondence will be addressed at the next monthly board meeting.

The Managing Agent has a 24 hour on call answering service, which will address emergency calls.

Helpful Telephone numbers

Emergency Police, Fire or Paramedic Services - dial 911

Carol Stream Police/ Fire non-emergency 911 (The Police ask that all calls be directed through the 911 dispatcher)

Commonwealth Edison 1-800-Edison-1 (1-800-334-7661)

AT&T 1-800-331-0500

Comcast/ Xfinity 1-800-934-6489

Satellite Dish: contact Association PRIOR to installation

**KLEIN CREEK CONDOMINIUM ASSOCIATION
ANNUAL CENSUS FORM**

Please make sure your census information is on file with Management and is up-to-date at all times. Incomplete or illegible forms will not be accepted and you will be asked to resubmit this form. It is advisable to make a copy of this completed form for your records. To avoid possible towing, all vehicles owned by residents must be registered, even vehicles without GREEN Klein Creek CA stickers. All non-sticker cars must park on the outer perimeter of the parking lot. **Please include a copy of your insurance renewal or insurance certificate listing Klein Creek CA as an additional insured. If you lease your unit, please include a current copy of your lease.**

This form must be mailed or fax within 30 days of your occupancy or 30 days from the date the annual census is requested:

Klein Creek Condominium Association
c/o Lieberman Management Services, Inc.
25 Northwest Point Blvd. Suite 330
Elk Grove Village, IL 60007
Fax: 847.459.3003 (Please properly identify your unit address on the fax coversheet)
0354@lmsnet.com

Due to the necessity of acquiring this information, a \$50.00 fine will be accessed to your account per month for failure to submit this form by within 30 days of your move in or the annual census request. To avoid any fines, it is recommended that you allow seven (7) days for mailing or send this form by certified mail, with return receipt.

Please print clearly and remember to sign this document:

UNIT ADDRESS:	
UNIT OWNER INFORMATION (ALL UNITS)	TENANT INFORMATION (RENTAL UNITS ONLY)
OWNER NAME:	TENANT NAME:
ADDRESS:	LEASE BEGINS:
CITY, STATE, ZIP:	LEASE EXPIRES:
DAYTIME PHONE:	DAYTIME PHONE:
EVENING PHONE:	EVENING PHONE:
EMAIL ADDRESS:	EMAIL ADDRESS:

LIST FULL NAME OF EACH PERSON WHO LIVES IN THIS UNIT			
NAME	Relationship	NAME	Relationship

PET NAME	BREED	COLOR	RABIES TAG #

Up to two parking stickers are available per unit, if a sticker is requested; please check the box next to the Parking Sticker #.

VEHICLE INFORMATION OWNER NAME	MAKE (ex: Ford) and Color	MODEL (ex: Taurus)	IL PLATE #	Parking Sticker #
				☐
				☐

EMERGENCY CONTACT PERSON IN CASE WE CANNOT REACH RESIDENT	
NAME:	CELL PHONE:
WORK/ BUSINESS PHONE:	HOME PHONE:

Name for Mailbox/Intercom: _____

SIGNATURE _____ DATE _____

Maintenance Responsibility

This form is a general overview of the association/owner maintenance responsibilities consistent with the Klein Creek Condominium Associations Declaration and By-Laws and the Illinois Condominium Property Act. Unit owners please note that this document is non-binding due to the facts of each situation may effect which party is responsible for the item's maintenance, repair and replacement.

ITEM	Association	Home Owner	ITEM	Association	Home Owner
Air Conditioning		X	Fencing	X	
Appliances: Stove, Hot Water Heater, Microwave, Dishwasher Refrigerator		X	Fire Alarms Detectors All Interior and Exterior	X	
Attorney	X		Foundation	X	
Auditor	X		Garbage Regular	X	
Balcony		X	Garbage Extra Pick up	X	
Cable T.V.		X	Gutters / Downspouts	X	
Carbon Monoxide Detector		X	Heating inside Unit		X
Common Area Cleaning	X		Heating Common Areas	X	
Door Bell/ Entry System/ Intercom/ Exterior Door	X		Landscaping - trees, mowing, plants, and general upkeep	X	
Doors – Exterior	X		Light Bulbs Balcony & Patio		X
Doors to Unit		X	Light Bulbs Exterior Flood Lights	X	
Dryer Vents Cleaning	X		Light Bulbs Exterior Doors	X	
Driveways	X		Light Bulbs Common Areas Hallway Storage	X	
Electrical inside Unit		X	Lighting inside Unit		X
Electrical Multi Dwelling Common Areas	X				

ITEM	Associati on	Home Owner	ITEM	Associati on	Home Owner
Mail Boxes	X		Roofs / Downspouts	X	
Mail Box Keys/ Locks		X	Satellite Dishes		X
Masonry	X		Scavenger	X	
Move In/Out Damage		X	Sidewalks	X	
Painting Common Areas Interior and Exterior	X		Snow Removal / Salting	X	
Painting Unit Interior		X	T.V. Antenna	X	
Parking Lots	X		Unit Locks		X
Patio Concrete		X	Unit Doors		X
Pest Control	X	X	Unit Exterior Door Keys		X
Plumbing Common Element	X		Walls Outside of Building	X	
Plumbing Limited Common Element		X	Windows /Doors / Screens to Unit		X
Plumbing Unit		X	Windows / Screen Common Areas Hallway	X	
Pools/Pools House	X				
Property Insurance	X				
Personal Property Insurance		X			

TABLE OF CONTENTS

INTRODUCTION	- 7 -
I. VIOLATIONS AND ENFORCEMENT OF RULES & REGULATIONS	- 7 -
II. THE ASSOCIATION	- 8 -
III. ANNOYANCES AND DISTURBANCES	- 10 -
IV. ASSESSMENTS	- 10 -
V. BALCONIES AND PATIOS	- 10 -
VI. BIRDS	- 11 -
VII. COMMON ELEMENTS INTERIOR/EXTERIOR	- 11 -
VIII. ALTERATIONS - INTERIOR/EXTERIOR	- 12 -
IX. EXTERMINATION SERVICE	- 13 -
X. GARBAGE DISPOSAL	- 13 -
XI. MAINTENANCE (See Maintenance and Responsibility Chart)	- 13 -
XII. INSURANCE	- 14 -
XIII. KEYS	- 16 -
XIV. LEASING, SELLING OR REFINANCING	- 16 -
XV. MOVING	- 17 -
XVI. NAMEPLATES	- 17 -
XVII. NUMBER OF OCCUPANTS IN THE UNIT	- 18 -
XVIII. PARKING	- 18 -
XIX. PETS	- 20 -
XX. RECREATIONAL FACILITIES	- 21 -
XXI. SECURITY	- 22 -
XXII. FIRE SAFETY / SMOKE DETECTORS	- 22 -
XXIII. NEIGHBORHOOD WATCH PROGRAM	- 23 -
XXIV. SIGNAGE	- 23 -
XXV. LAUNDRY VENTS	- 23 -
XXVI. TV/CABLE/SATELLITE TV	- 23 -
XXVII. WINDOWS/WINDOW COVERINGS	- 25 -
XXVIII. ELECTRONIC NOTICE AND DELIVERY OF COMMUNICATION	-25-
 Exhibit 1 Unit Owner Consent to Electronic Delivery of Notice	-26-
 Exhibit 2 Alterations & Additions Application	-27-
 Appendix A Crime Free Leasing Resolution and Addendum	-28-

INTRODUCTION

The Association welcomes you to Klein Creek. We sincerely extend our best wishes to you in your new home and hope you will enjoy living in our community.

Klein Creek consists of 216 Condominium units in 12 separate buildings. There are 3 courtyards known as the 100's, 200's and 300's. Each courtyard has 4 separate buildings with each building having 3 separate front entrances opening in the courtyard; each entrance serves 6 condominiums. There are also 3 separate back entrances in each building.

Because of the size of our community, rules and regulations are needed to keep things running smoothly and to ensure pleasant, comfortable and enjoyable living in our homes as well as to increase property values.

The information and rules and regulations contained in this booklet are for the purpose of achieving and maintaining this goal, as well as to comply with the Klein Creek Condominium Association Declaration and By-laws and the Illinois Condominium Property Act.

The rules and regulations apply to all Unit Owners, occupants, tenants and their guests.

I. VIOLATIONS AND ENFORCEMENT OF RULES & REGULATIONS

Unless otherwise stated, the following policy will be in effect for any violation of any rule or regulation mentioned herein.

A. Provisions for Making a Complaint:

1. Any complaint must be made in writing by contacting the Management Office by email, fax or writing a letter. The complaint should include a brief description of the violation, the date of the violation, the time of day the violation occurred, the unit number and names of the person or persons who committed the violation (if known). If possible, please submit a photograph of the violation. All complaints are kept confidential within the Management Office and the Association Board of Directors.

B. Notification:

1. Upon receipt of a written complaint, Management will notify the Board of Directors (hereafter known as "the Board") for review and approval of the Violation. Once approved, notice shall be sent to the Unit Owner (hereafter known as "Owner"). The notice will include the nature of the offense, and fine, if applicable. The notice will also include provisions for the accused to request in writing, a hearing with the Board appointed Hearing Committee. The Owner will be given a specified deadline to request a hearing and/or pay the fine.

C. Continuation of Offense:

1. In the event of a continuing offense, the Board will direct Management to again notify the offending party in writing. Each continuing offense will result in escalating fines. Continuing offenses may be forwarded to the Association's attorney for appropriate legal action. Any and all fees incurred for these actions will be charged to the offending Unit Owner's account. See the following section for costs.

D. Fines/Repeated Offenses:

1. In general first time offenses will receive a warning letter. However, not making Move In deposits (Section XV) and violations of the Crime Free Leasing Resolution (Appendix A) will not receive warning letters and fines will be issued as outlined in the

applicable sections. No fine will typically be levied for a first violation. The Board reserves the right to levy a fine for a first offense at Board discretion.

Fines will be levied according to the following Fine Structure:

1st Violation: Warning

2nd Violation: \$50.00

3rd Violation: \$100.00

Subsequent Violation: Increase of \$50.00 for each subsequent violation plus attorney fees if needed.

2. If a lessee or guest commits the violation, the fine will still be applied against the Owner's account and shall be the Owner's responsibility to collect from his/her tenant. The cost of any repairs to the Common Elements will be added to the fines.
3. If at any time while a tenant resides at Klein Creek, should they, their family and/or guests be found guilty of three (3) violations, the Owner may be asked by the Board to not renew the lease or to evict the unit occupants. The Board reserves its right to proceed with an eviction action to remove the tenant should the Board find such action necessary or take any legal action as permitted by state law..
4. Any costs incurred by the Board, including attorney's fees, will be the responsibility of the Owner.
5. These costs will act as a lien against the Owners' unit until paid in full.
6. Violations of the Crime Free Leasing Resolution will be handled as specified in the Crime Free Leasing Resolution (Appendix A).

II. THE ASSOCIATION

A. Composition of the Board of Directors:

1. Our Association's Board of Directors is comprised of seven members elected at the annual meeting. Each director is elected for a two year term. The Board elects its own officers. A quorum of the Board consists of three members. Open meetings are held on the third Tuesday of every month at 7:00 p.m. in the Klein Creek pool house at 400 Klein Creek Court, Carol Stream, Illinois each year. All owners are encouraged to attend these meetings. Owners will be permitted to provide suggestions, raise concerns, ask questions or bring complaints during the Open Forum portion of the meeting which is held at the start of the meeting. A cancelled meeting will be posted in the bulletin board at the pool house prior to the meeting date.
2. A Board Director (hereafter known as Director) may only be removed from his/her position by a 2/3 majority vote of the Board.
3. A Director may be suspended by a 2/3 majority of the Board for official misconduct, including delinquency, conflict of interest, conduct unbecoming a Director, etc. In order to suspend a Director, the Director is entitled to a notice and a hearing.

B. Election to the Board:

1. The election of Board members takes place at the annual meeting, which is usually held in November of each year at a predetermined location. Each Director is elected to serve a two-year term, and may run again when his/her term expires. The members are elected in even terms, with four people elected during odd-numbered years and three people elected during even-numbered years. In the event a Director resigns his/her position, the Board will choose his/her replacement by a 2/3rd's vote and that person will serve until the next annual meeting and then may run for reelection.

2. The officers (are also Directors) of the Association consist of a President, Vice-President, Secretary and Treasurer, and are elected by the Board. Officers are elected for a one-year term and may choose to run again for office provided they remain on the Board and are in good standing.
3. All candidates for election must be an Owner in good standing. Good standing requires being current in the payment of all common expenses and have no pending matters regarding violations.

C. Responsibilities of the Board:

1. The Board is charged with the responsibility of the direction and administration of the property.
2. If serving on the Board does not interest you, you might be interested in serving on one or more of Klein Creek's various committees. Please inquire with the Managing Agent or a Board Member at a Board Meeting..

D. Communication with the Board:

1. All communication with the Board should be made by contacting the Management Office by phone, email, fax or by writing a letter. If you feel something needs to be brought to the Boards' attention or needs the Board to give its approval for a change you are planning (see "General Maintenance" and "Decorating"), please mail, fax, or email your written request to the Management Office which will then ensure the Board receives your request.

E. Common Elements:

1. Common Elements include those portions of the property which are accessible to all, such as streets, stairwells, hallways, storage rooms, meter rooms, pool house, and those that are not accessible to all, such as roofs, pool house basement, etc. Certain portions of the Common Elements are defined by the Declarations as Limited Common Elements, which exclusively serve a single Unit.
2. Because Condominium ownership is a form of home ownership, the maintenance of all items within your unit is your own responsibility (See Maintenance and Responsibility Chart). In general, you own your unit from the paint in; the Association maintains the Common Elements from the primer out. You also are responsible to maintain, repair and replace the front and back doors and the door locks serving your unit, your windows, patio doors and screens. Screens and doors must be kept in proper working order. These are all considered "Limited Common Elements". The Board has the right to repair or replace any Limited Common Element, including any door, screen or window in a state of disrepair, and assess the cost back to the Owner.

F. Management:

1. It is up to the Board to determine whether the property should be self-managed, or if it should use the services of an outside management company. In general, the Board sets the policy and Management implements it while also handling all of the routine operations on the property.
2. The Management Company's office is open during normal business hours, Monday through Friday. Please see management company information page 2 for contact information.
3. If it is after business hours and you have a building threatening emergency, such as a burst pipe, please call the Management Company's contact number listed on page 2 and you will be given instructions.
4. If it is determined that you have called our emergency number with a non-emergency, you may be fined.

III. ANNOYANCES AND DISTURBANCES

No Owner, resident and/or their guest shall make or permit any disturbing noises in the building or in any of the Common Elements at any time which will interfere with the rights, comforts or convenience of other Owners and residents of the building and/or complex. Residents are encouraged to report any such disturbance to the police by calling 911. The Board reserves the right to establish additional criteria to define "nuisance" for purposes of this Section.

A. Examples of a Nuisance:

1. Excessive or disturbing volume of television sets, radios and stereos, live or recorded music/voices, including that from vehicles on Klein Creek property.
2. Pet waste on property that is not removed by the owner.
3. Use of power tools, hammering, horn honking, vacuuming before 8:00 a.m. (9:00 a.m. on weekends) or after 10:00 p.m.
4. Pet noises and odors and all other types of noxious odors and/or fumes.
5. Hanging any type of laundry items in the Common Elements.
6. Rubbish, debris or any other materials which are in/on the Common Elements (see page 10, item VII. for definition of Common Elements).

B. Entering/Exiting Building:

1. Whenever entering or leaving the building, please do so as quietly as possible out of consideration and respect for your neighbors. Please be sure to securely close the outer doors for the safety of all residents. Do not prop open the doors.

C. Fireworks:

1. The use of fireworks, firework displays and firecrackers is strictly prohibited on Klein Creek property.

D. Playing/Loitering-in Common Elements:

1. Playing or loitering is not permitted in the hallways, stairways, storage areas or foyer.

E. Garbage/Refuse:

1. No garbage or other refuse shall be left in the common hall areas.

F. Smoking:

1. Smoking is not permitted in the Common Elements, including hallways, stairways, storage areas or foyers of the buildings. Please be considerate of others.

IV. ASSESSMENTS

- A. Monthly assessments are due on the first day of each month. Payments received after the tenth (10th) of the month in which they are due will be assessed a late charge of \$40.00.
- B. If assessments are more than sixty (60) days late and the delinquent owner(s) has/have not met with Management to arrange for payment during those sixty days, the account will be turned over to the Association's attorney for collection.
- C. The Owner's mortgage holder may be informed of any and all actions taken against him/her by the Association and/or its Agent.
- D. Any Owner who is more than thirty (30) days in arrears will lose voting privileges, will not be eligible to be on the Board and shall not be a member in good standing. They shall forfeit their right to use the recreational facilities until their account is paid in full.

V. BALCONIES AND PATIOS

Balconies and patios are Limited Common Elements and are to be kept neat, clean and free of clutter and garbage.

A. Items Permitted on Balconies and Patios:

1. Lawn or porch furniture.
2. Window boxes and flower pots if attached must be on the inside of the railing.
3. Covered cooking grills or self-contained gas grills. It is recommended you close your balcony patio door while barbecuing to prevent interior damage. An accessible portable chemical fire extinguisher is also recommended when the grill is in use. In order to prevent damage to your unit and to keep smoke from entering the unit above your unit, barbecue grills should be placed at the end of the balcony/patio furthest from the building. **The use of accelerants is prohibited.**
4. Seasonal items/holiday decorations may be displayed 30 days prior to the holiday and must be removed 30 days following the holiday.

B. Items and Activities Not Permitted on Balconies and Patios:

1. Children under the age of seven (7) are not allowed on a balcony unattended by an adult at any time.
 2. No littering. Cigarette/cigar butts must be disposed of in an appropriate ashtray. Do not leave ashtrays on balcony without emptying. Do not throw cigarette/cigar butts below.
 3. The application of salt deicer to balconies is strictly prohibited. Salt cracks the concrete, corrodes steel and paneling.
 4. No hooks, nails, screws, etc. are to be attached to the balcony or the roof above the balcony.
 5. Do not shake dust mops, rugs or other items over balconies/patios or out of windows. No debris shall be disposed of over the balconies/patios including but not limited to furniture or construction materials..
 6. No drying or airing of clothing, carpeting or laundry or hanging of clotheslines is permitted.
 7. No planting is permitted on the Common Elements adjacent to patios.
 8. No bicycles, motorized bikes, toys, garbage etc., are to be stored on balconies/patios at any time.
 9. Please do not hold conversations which could disturb others or yell across the community from the balconies/patios.
 10. Dogs and/or pets are not allowed to be on balconies/patios unattended at any time.
- C. If any damage or discoloration occurs to the bricks, balconies/patios or outside premises (Common Elements) due to negligence of the unit occupants and/or Unit Owner, the cost of repair shall be charged to the Unit Owner.
- D. Residents must provide access to the unit and to the balcony/patio associated with the unit in order to allow the Association to make any inspections and/or necessary repairs when, in the determination of the Association, such access is necessary.
- E. The Association is not responsible for items damaged, lost or stolen from balconies/patios.

VI. BIRDS

1. Many birds nest around the pond. The Association requests residents refrain from feeding birds as it poses a health hazard and can attract other unwanted critters.

VII. COMMON ELEMENTS INTERIOR/EXTERIOR

A. Damage:

1. Each Owner is responsible for any damage to the Common Elements caused by themselves, their tenants or their guests as a result of negligence, carelessness or misuse. All costs for repair or replacement, along with costs of enforcement, if appropriate, will be billed to the Owner.
- B. Deliveries:
1. Please take in any newspapers, deliveries, etc. promptly to minimize the possibility of accidents or theft. .
- C. Landscaping:
1. The Association wishes to preserve and improve the landscaping of the grounds. It is important to have your cooperation in keeping the grounds free of debris. Unattended bicycles, toys and any other equipment are not to be left on the Common Elements.
 2. Use of Common Elements for parties is expressly prohibited.
 3. Sports activities and loitering on the lawn areas is prohibited. Picking of flowers, shrubs, bushes or trees is prohibited.
 4. Each Owner is responsible for all damages including sod replacement and the disposal of cigarette/cigar butts.
- D. Storage in Hallways:
1. For the safety of all residents and also to comply with the Village of Carol Stream's fire codes, articles such as toys, bicycles, wagons, carts, etc. will not be permitted in the hallways, entrances or on or under the stairs at any time. Boots, boot trays, umbrellas, shoes, straw mats/cocoa mats, and any other obstructions are also prohibited in the hallways or at the unit entrance doors in the hallways or building. Such objects and items will be disposed of by Klein Creek Maintenance.
- E. Storage in Storerooms:
1. Each Unit is provided a storage locker within a storeroom on the ground floor. All items are to be stored within the appropriate locker. All items left in the storeroom outside of a locker will be disposed of by Klein Creek Maintenance without notice..
- F. Rummage Sales:
1. Rummage sales on Common or Limited Common Elements are not permitted.
- G. Playing:
1. No ball playing of any kind is allowed on Klein Creek property. Skateboarding is also not allowed on the property. Bicycle riding is restricted to hard surfaces like asphalt and concrete.
- H. Children:
1. Adult supervision is required for all residents or guests under the age of seven (7) years. Unattended playing of such children in common areas is not allowed.
- I. Curfew:
1. The Village of Carol Stream has set a curfew of 10:30 p.m., Monday through Friday, for children under 18 and 11:30 p.m. on Saturday and Sunday. Residents are encouraged to report curfew violations to the Police in addition to making a complaint with the Management Company Office.
- J. Littering:
1. No littering in and around common areas is allowed.

VIII. ALTERATIONS - INTERIOR/EXTERIOR

- A. No alteration, addition or improvements of any Common Elements shall be made by any Owner without written authorization from the Board. Use the Alterations and Additions Applications Form to submit the request to the Management Company.

- B. Each Owner is responsible for any alterations, additions or improvements within his/her unit. Owners are responsible for tenant actions. Licensed and bonded contractors and certificates of insurance, along with proper building permits, must be obtained before making any changes. Such alterations, additions and/or improvements which affect the structural integrity of the building and/or increase the insurance liability of that structure are strictly prohibited.
- C. Absolutely no changes may be made to any exterior surface without written authorization from the Board. Alterations, additions or improvements to the interior of a unit which are permanent in nature and beyond the wall(s) of the unit must be approved by the Board prior to installation.
- D. Owners will be responsible for any damages and removal costs resulting from non-adherence to the rules stated above.

IX. EXTERMINATION SERVICE

For the benefit of all Owners, Klein Creek has retained an exterminator to periodically check the property and spray the Common Elements as needed to keep our bug population down. Should you have a pest problem contact the Management Office so that an appointment with the exterminator can be arranged. Common areas will be treated as needed along with individual units. Owners may be use with the exterminator of their choice after notifying the Management Office.

X. GARBAGE DISPOSAL

- A. All garbage must be deposited inside of the dumpsters surrounding the perimeters of the property. Garbage may not be placed next to the dumpsters. Please close the dumpsters after placing garbage inside so garbage is not blown out and animals cannot get inside.
- B. Garbage should be placed in a plastic bag and sealed.
- C. Klein Creek has regular garbage pickup service. The dumpsters are for the use of residents only. If you see anyone you suspect may not live on the property using one of the dumpsters, please write down the license plate number of their vehicle and call the Management Office with the information during business hours.
- D. Large appliance items are not allowed in dumpsters. Owner should arrange for the removal the old appliance when the new appliance is installed. Appliance disposal is at the Owners expense.
- E. If disposing of any item too large to put in the dumpster, contact the Management Office.
- F. Electronic items like televisions and computers may not be placed in dumpsters. You must take them to an authorized electronic recycling site or company.
- G. Any live trees or large plants must be disposed in accordance with State and Village laws. Failure to dispose of a Christmas tree in the proper manner may result in a fine. Trees should be bagged for delivery and removal, and all needles picked up. Do not toss trees from balconies.
- H. The disposal of paint, paint remover, turpentine, or other hazardous or flammable materials is prohibited.
- I. Medical waste should be disposed of in the proper fashion to protect garbage disposal personnel.

XI. MAINTENANCE (See Maintenance and Responsibility Chart)

- A. Each Owner is responsible for all maintenance, repairs and replacements within his/her unit, including windows and doors. This includes all personal property, furnishings and

additions and improvements to each unit. Before replacing windows and doors, you must have written authorization from the Board. Failure to do this may result in a fine and possibly the removal of said windows and/or doors at the Owner's expense.

- B. Repairs on heating/air conditioning, appliances, plumbing (faucets, toilets, shower heads and other plumbing fixtures) located within the unit are also the Owner's responsibility.
- C. Any major repair work requires an accredited contractor and any damage as a result of such repair work will be billed to the Owner.
- D. All major remodeling work must have a building permit from the Village of Carol Stream and also must have written authorization from the Board.
- E. The following areas are strictly off limits to all Owners, guests and contractors without the express written permission of Management - roofs, crawl space, meters, pool house basement, main pipes, hallway heaters and electric outlets, intercom system, water spigots and antennas common to a building. Anyone found guilty of trespassing or tampering with any of the above mentioned items will be subject to pay all damages incurred and may also be subject to a fine.
- F. Any maintenance or repair work done by a private/hired contractor or Owner that is likely to disturb another resident should not begin before 8:00 a.m. (9:00 a.m. on weekends) and should conclude by 10:00 p.m.

XII. INSURANCE

- A. Henceforth, the Association's property insurance covering common elements and units shall also include limited common elements and except as otherwise determined by the Board, base walls, floors and ceilings of the units.
- B. Common elements shall include fixtures within the unfinished interior surfaces of perimeter walls, floors and ceilings, which were initially installed by the developer. They shall not include room divider walls and doorways or other walls added by a past or current owner as an improvement to the unit. All floor, wall and ceiling coverings are excluded.
- C. All insurance for improvements, additions and betterments to the units must be maintained by the unit owner.
- D. The Board of Directors reserves the right to acquire insurance for unit improvements, additions and betterments, but they shall be assessed against the units so affected.
- E. Improvements, additions and betterments are defined as all decorating, fixtures and furnishings added to, installed or located in the unit, including electrical fixtures, appliances, HVAC equipment, water heaters or built-in cabinets installed by current or past owners.
- F. Deductibles:
 - 1. In the instance an insurance claim is made, the Board of Directors reserves the right to either pay the amount of the deductible as a common expense or assess the amount against the unit owner(s) who caused the damage or cause those owners to pay the deductible.
 - 2. Klein Creek Condominium Association through its master policy is the primary insured of damage to Common Elements and Limited Common Elements (which by Illinois state statute includes the bare walls, floors and ceilings of a Unit) often stated as insuring the exterior of the building and up to the drywall and primer coat only.
 - 3. This does not include floor, wall and ceiling coverings. Unit owners are responsible for damage to paint, wallpaper, floor coverings, fixtures installed by Unit Owners, personal possessions, decorating, furnishings, any additions, alterations, or upgrades

installed or purchased by the Unit Owner, and any other parts of the their unit deemed their responsibility.

4. At the discretion of the Board it will decide whether to submit a claim to its own insurance company when a covered loss occurs. The unit owner should also submit a claim to their insurance company for damage deemed their responsibility.
 5. In the case of a claim for damage to a Unit or the Common Elements under the Association's insurance policy, the Board has the following options: (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the Association's deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the Association's deductible amount.
 6. Per Illinois statute each unit owner who suffered damage is responsible for the damage to their own unit pursuant to the above provisions, as Illinois law does not obligate the Owner who caused the damage to be responsible for the damage caused elsewhere, except for the deductible amount of the Owner whose unit was damaged.
- G. When there is a claim for property damage, the Association's insurance is the primary insurance. No claim will be made if it is below the deductible amount.
- H. For any losses claimed under the Association's insurance policy, the proceeds shall be payable to the Association. The order in which proceeds are disbursed are as follows:
1. Repair or restoration of common elements.
 2. Bare walls, ceilings and floors of units.
 3. Betterments and improvements insurance by the Association (if any).
- I. UNIT OWNERS ARE NOT ENTITLED TO RECEIVE ANY PORTION OF INSURANCE.
- J. Unit Insurance:
1. All unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$100,000 are required.
 2. The personal liability of the unit owner must include the deductible of the owner whose unit is damaged, any damage not covered by insurance required pursuant to this rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.
 3. Each unit owner will be responsible to provide the Board with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the insurance. Klein Creek Condominium Association should be listed as an additional insured.
 4. In the event the unit owner does not purchase and produce evidence of sufficient within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the association as set forth above, the Board may in its sole discretion purchase the insurance coverage and charge the premium cost back to the unit owner.
 5. In no event is the board liable to any person either with regard to its decision not to purchase the insurance or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.
 6. All contractors performing work on Association property, whether on the common elements, limited common elements or units, exceeding \$10,000 shall provide a

certificate of insurance naming the Association, the Board and managing agent as additional insured parties, as a condition of approval before any work may commence.

XIII. KEYS

- A. All Owners are requested to provide the Board with a set of keys to their unit. The Board will keep the keys in a secure location. They will only be used in case of emergency, when it is necessary to gain access to a unit to make repairs to the Common Elements or when Management deems necessary.
- B. Management will attempt to provide reasonable notice prior to entering the unit, unless it is an emergency. Owners will be responsible for any damage and/or repairs should entry be needed and keys are not available. "Emergency or necessary" repairs consist of any condition which threatens the structural integrity or condition of the building, the Common Elements or another unit. Management reserves the right to determine what constitutes an emergency or necessary repair.
- C. All Owners were supplied with two (2) security keys (these cannot be duplicated). Owners can purchase additional keys. First key request \$25 and thereafter \$100 per key.

XIV. LEASING, SELLING OR REFINANCING

A. Leasing:

1. General Provisions

- a. Per the Illinois Condominium Property Act and the Association Crime Free Leasing Resolution, Owners must present Management with a copy of all new leases and Crime Free Lease Addendum no later than the date of occupancy or ten(10) days after the lease is signed, whichever occurs first.
- b. A copy of all renewed leases and addendum shall be provided to the Management Office no later than ten (10) days after renewed lease is signed.
- c. The Census Form will be signed by the Owner and submitted with the lease to Management. Failure to provide an accurate and complete is a violation of the Crime Free Leasing Resolution.
- d. Owner must provide the tenant with a current copy of the Klein Creek Condominium Associations' Rules and Regulations. All tenants are required to adhere to all of the Rules and Regulations for Klein Creek. Fines for infractions committed by tenants will be charged to the Owner.
- e. Owners hiring another person/firm to manage their account with Klein Creek must also provide Klein Creek with their own personal address and home and business telephone numbers.
- f. Owners will inform management if their Unit will be vacant for more than thirty (30) days.
- g. "For Rent" and "For Sale" signs are not allowed anywhere on the property.
- h. Lock-boxes for rental property are permitted at the pool house on the bar provided.
- i. No unit may be rented for transient or hotel purposes. All leases must be of at least twelve (12) month's duration, ie, no month to month leases are allowed. A tenant may not sublet to a third party or rent out any part of the unit.
- j. All tenants are required to have proper mailbox nameplates and parking stickers. Name plates may be ordered from the Management office.

2. Crime Free Leasing – The Crime Free Leasing Resolution is found in Appendix A.

B. Selling:

1. "For Sale" and "Open House" signs are not permitted on the property.
2. Lockboxes are permitted at the pool house on the bar provided.
3. Please notify Management as soon as you have placed your unit on the market. The Management Office will provide you with an information packet which you will need in order to sell which will help your sale and closing go as smoothly as possible.
4. Prior to closing, Management will need to put together a status letter for the mortgagee indicating the status of your Klein Creek account. There is a fee for this service. Before we issue this letter, however, we will need a copy of the sales contract and a signed and notarized original copy of the "Prospective Buyer Agreement" from the buyer, indicating he/she has read the Rules and Regulations.
5. The Owner is responsible for giving the new buyer a copy of the Declaration, By-laws, and Rules & Regulations. If you would like Management will do this for a charge.
6. It is the seller's responsibility to provide the buyer with the proper amount of documented security keys at closing. Please check with Management to find out how many keys are to be transferred so there is no problem at your closing.
7. A completed copy of the Census Form should be signed by the new Owner and submitted to Management by the date of your occupancy.

C. Refinancing:

1. To refinance your mortgage there are documents that you will need. Contact Management to obtain these records. There is a fee for this service.

XV. MOVING

- A. All persons moving in or out of the building must not damage any of the common elements or another's unit. Owners are responsible for any damages to the walls, wall surfaces, ceilings, carpeting and doors and will be responsible for making restitution for any damages caused by themselves, their families, professional movers, visitors and/or tenants.
- B. Unit owners shall notify management of any move in/move out at least 2 business days before any such move. Due to the necessity of inspecting common elements for damages, **failure to provide notification of a move shall result in a \$100 fine.**
- C. **Prior to any such move, unit owners shall provide a \$200.00 security deposit in the form of a check or money order with the Management Office.**
- D. There is a separate \$25.00 charge to cover the cost of mailbox nameplates and preparation of move in/move out documents.
- E. When the move is complete, call the Management Office and let them know a move complete inspection can be scheduled. Following any move an inspection of common elements including walls, wall surfaces, ceiling, carpeting and doors shall be performed by management. Any and all damages to same will first come from the security deposit and any costs above and beyond this deposit must be paid by the unit owner. Failure to call and schedule a move completion inspection will result in the deposit being forfeited.
- F. Any balance of the \$200 security deposit is either (1) refundable to the unit owner upon request or (2) shall be held by management as a deposit towards a move out.
- G. All moves must be from the curb and never from the fire lanes or the lawn. Furniture may not be moved through the patio doors, with the exception of first floor units.
- H. Hallways and stairwells must be cleaned of all debris caused by the move.

XVI. NAMEPLATES

All units are required to have engraved nameplates on the combined intercom / mailbox. These nameplates will be ordered from the Management Office for a \$25 fee (paid with the

initial move in fees. Nameplates not obtained from the Management Office are not acceptable. Nameplates are uniform in size, if there is more than one (1) name which cannot fit on the plate, the name that the Owner specifies will be used. The postal person will put all the names that receive mail in the interior of the mail box.

XVII. NUMBER OF OCCUPANTS IN THE UNIT

The number of people occupying any unit at Klein Creek shall conform to any and all codes of the Village of Carol Stream. HUD recommends occupancy not to exceed 2 adults per bedroom.

XVIII. PARKING

- A. The designated interior portions of the parking lot are for resident parking only. Klein Creek parking sticker must be displayed on the vehicle and registered with Management or the car will be towed at the owners expense.
- B. Driving a vehicle anywhere on the property over 15 mph is prohibited. Violators may be subject to fines or other legal action.
- C. All residents are responsible for the conduct of their guests, including the abuse of the Association's traffic rules, speed limits and parking restrictions.
- D. At no time should fire hydrants or fire lanes be blocked.
- E. No "For Sale" signs in or on any vehicle are allowed on Klein Creek property.
- F. Parking Stickers:
 - 1. All residents must have vehicle registration on Census forms. Registered vehicles will be issued a Klein Creek parking sticker, up to a maximum of two (2) stickers per unit.
 - 2. All vehicles must display a Klein Creek parking sticker which corresponds to the vehicle that it was registered for. The Klein Creek parking sticker must be placed on the front window lower corner of driver's side.
 - 3. If a Klein Creek parking sticker is displayed on a non-registered vehicle the Unit Owner registered to that sticker will be fined \$50.00 per occurrence.
 - 4. When a new auto is purchased, if the resident returns the old parking sticker (with the number intact) he/she will receive a new parking sticker free of charge. (Putting tape over the sticker before removing will help keep the sticker in one piece). If the current sticker is not returned there will be a charge of \$25.00 for the new sticker. Contact Management for details on how to return a sticker.
- G. Handicapped Parking:
 - 1. Any Resident or visitor displaying a proper Handicap sticker may park in any designated handicap parking space. Any Resident that should need to have a designated handicap sign installed should contact Management so that this can be arranged for you. Vehicles in handicapped parking must also have a Klein Creek sticker and be registered.
- H. Visitor Parking:
 - 1. The entire outside perimeter of Klein Creek is for visitor and resident parking. **Visitors and guests must always park on the outer perimeter.** Visitors are allowed to park in these areas for no more than forty-eight (48) hours. Residents with guests staying longer than this must inform Management. Unit Owners/Residents are encouraged to inform all guests and visitors of the requirement to park only in the outer perimeter. All guest and visitor cars not parked in outer perimeter may be towed at the owners expense.
- I. Permitted Vehicles:

1. Passenger type automobiles having no more than five entry doors, which are used for personal purposes and displaying a valid Klein Creek parking sticker.
2. Motor bikes and motorcycles that are registered and licensed in the state of Illinois for road and highway use. Motor bikes and motorcycles may not be parked on balconies, patios or any grassy area. Motorcycles may not be used to reserve a space for any vehicle. A kickstand pad must be used so no damage occurs to the asphalt.
3. A registered vehicle that is not used by a Unit Owner on a daily basis. This includes, but is not limited to, secondary or pleasure vehicles (including motorcycles) that are owned by a resident as a hobby vehicle. These vehicles do not have to display a valid Klein Creek parking sticker, but must be parked in the outer perimeter and must be listed on the Census form.

J. Non-Permitted Vehicles & Objects:

1. Abandoned Vehicles. A vehicle shall be deemed "abandoned" if:
 - a) it is in a state of disrepair rendering it incapable of being driven in its present condition;
 - b) it has not be used or moved for seven (7) consecutive days or more;
 - c) it does not have a current, valid vehicle license plate; or
 - d) The action of the owner and condition of the vehicle clearly indicate that the vehicle has been abandoned.
 - e) Once a vehicle has been deemed abandoned, a sticker will be placed on the vehicle to call the abandonment to the attention of the owner. The police department will cooperate in contacting the owner of the vehicle. After forty-eight hours, the abandoned vehicle will be removed by the Police at the expense of the owner of the vehicle."
2. Any camper, trailer or boat.
3. Any vehicle requiring a "C" license plate.
4. Tractor cabs and trailers.
5. Taxi-cabs and Limousines.
6. School and Commercial Buses.
7. Non-street-legal dirt bikes.
8. Temporary storage containers, for example PODS, are permitted with Board approval for a maximum of 1 week.
9. Commercial/Industrial trash or garbage bins, unless associated with repairs or renovations that have been approved by the Board of Directors (see Section XI: Maintenance).

K. General Parking Rules:

1. Permitted vehicles may park pursuant to Association rules and regulations. No non-permitted vehicle is permitted to park on the property except for commercial vehicles when doing business with a resident during normal business hours.
2. Vehicles may not be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the property, especially during winter snowfall as this hinders proper snow removal. All vehicles shall be parked within permitted limits or within designated areas.
3. All vehicles are restricted to paved surfaces and there shall be no parking on routes of passage, lawn areas and/or sidewalks.
4. All vehicles shall be moved or relocated at the request of the Board or Management when necessary to facilitate snow removal.
5. Major repair work or heavy maintenance is not permitted. Routine maintenance and minor repair work is permitted to the extent that there is no spillage of the motor oil or

fluids upon any portion of the property and that at no time vehicles are left unattended on jacks, lifts, etc. Costs to cleanup any spills or damage to the property may be assessed by the association to the unit owner.

6. Parking directly in front of the entrance to any building or in a designated fire lane is not permitted.
7. Driving is not permitted on the fire lane.
8. Motorcycles and autos may not share one (1) parking space.

L. Enforcement:

1. If any vehicle is in violation of the parking rules and regulations, the vehicle may be towed at any time at the vehicle owner's expense.

XIX. PETS

- A. Pets shall be limited to those species considered usual household pets. Licensing of pets shall be as required by the Village of Carol Stream ordinances. There is no keeping or raising of exotic animals, reptiles, livestock or poisonous animals on Klein Creek property.
- B. In addition to the restrictions set forth in Article XVII, Section 7 of the Declaration, there shall be a limit of two (2) dogs per unit, which may not exceed a combined weight of 50 pounds when fully grown.
- C. Owners who currently own more than two dogs or own dogs with a combined weight which exceeds 50 pounds are grandfathered ("Grandfathered Owners") from this provision. A Grandfathered Owner shall be defined as an Owner who owned more than two dogs or owned dogs with a combined weight which exceeded 50 pounds as of the effective date of this Rule. A Grandfathered Owner may continue to maintain the dogs they currently own. However, in the event that the dogs either expire or are re-located, Grandfathered Owners must comply with this Rule and may not replace or maintain more than two dogs in the Unit with a combined weight which exceeds 50 pounds.
- D. No pets shall be permitted within the swimming pool enclosures.
- D. Pets can be kept provided:
 1. The owners have registered their pets with Management.
 2. The owners assume responsibility for any damage to the property or any injury caused by a pet.
 3. They are not kept, bred or maintained for any commercial purpose.
 4. They are not causing or creating a nuisance or unreasonable disturbance such as, but not limited to, excessive barking, odors, etc.
 5. They are not left unattended on patios/balconies or any Common Element area at any time.
 6. That dogs are restricted upon a leash by a person capable of controlling said animal when outside of their owner's unit.
 7. In accordance with Village ordinances, all pet waste is cleaned up immediately.
- E. If a pet is declared as "dangerous" as per Village ordinances, the Board of Directors may request removal of said animal. Failure to do so will be considered a violation.
- F. Any Unit Owner who has been found guilty of more than two (2) violations of the above rules shall be deemed to be liable for having a pet that causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the Unit Owners to have the pet removed permanently from the Property upon three (3) days written notice to the Owner from the Board or its duly authorized agents. Signed complaints must be made in writing to the Board or its agent and will be considered on a case-by-case basis. No anonymous requests will be considered.

XX. RECREATIONAL FACILITIES

The recreational facilities at Klein Creek are intended for the use and enjoyment of all Owners, tenants and guests who are in good standing with the Association. "Good standing" is defined as being current in all regular and special assessment, as well as being in compliance with all rules and regulations. The use of the pool is a privilege to those who use and preserve these amenities.

The following rules are in addition to those required by the Illinois Department of Health (see Pool Notice).

A. Swimming Pool:

1. The opening date and general hours for swimming will be announced by Management.
2. No food, alcohol, gum or tobacco will be allowed in the pool area. Water or other non-alcoholic beverages in plastic containers are permitted.
3. All persons will be required to take a shower with soap and warm water before being allowed in the pool area.
4. Bathers who leave the pool area for any reason are required to shower before returning to the pool.
5. All persons shall report to the attendant after showering and before entering the water, and shall be subject to any other rules and regulations which the Association may deem necessary for the good and safety for all.
6. Personal conduct in the pool and bathhouse must be such that the safety for self and others is not jeopardized.
7. Unnecessary expectoration, spraying of water, roughness, rowdiness, etc. will not be tolerated.
8. Whenever additional rules are deemed advisable for the proper conduct of this pool and the protection of the health and safety of its patrons, the Management is authorized to issue and put into effect such rules, either printed or verbal.
9. Valid photo IDs or Drivers Licenses with Klein Creek addresses are required.
10. No electrical appliances are allowed on the pool deck.
11. Residents and guests must sign in with the attendant.
12. You must be a member in good standing to use the swimming pool. Anyone who is behind on his/her assessment fees or owes any monies to the Association will not be allowed to use the pool until those accounts have been paid in full. If at any time an Owner's account becomes delinquent, Klein Creek pool attendants will be instructed to deny them, their tenants, and/or guests permission to use the facilities, and until the account is cleared up with Management. If an Owner is not in good standing, he/she may not use Klein Creek's recreational facilities as a guest of another resident/Owner.
13. There is absolutely no swimming after hours. Swimming is allowed only when attendants are on duty.
14. Attendants have the authority to remove any person in the event the person fails to abide by the rules.
15. All guests and children under sixteen (16) must be accompanied by a Unit Owner or resident being sixteen (16) years or older. Only two (2) guests per Owner are allowed at any one time. If you desire to bring in more than two guests; you must first obtain permission from the attendant on duty.

16. Klein Creek's pool attendants are not babysitters. Adults must supervise their children at all times when they are in or around the swimming pool area. No more than three (3) children may be watched by one adult
17. Any child who cannot swim without the benefit of a flotation device must have an adult accompany him/her whenever in the water, No exceptions will be made.
18. Bathing suits only, no cutoffs permitted in the pool.
19. No rafts, inner tubes or oversized playthings are allowed in the pool unless authorized by the attendant. Frisbees are prohibited at all times.
20. Hair below the ears must be tied back or covered with a swim cap. Children who are not toilet trained must wear specialized bathing apparel when in the pool. No diapers are allowed.
21. All injuries must be reported to the attendant and/or Management.
22. Management reserves the right to restrict the swimming privileges of those who abuse the rules.

XXI. SECURITY

- A. Building security is of great importance to all residents at Klein Creek. Security and safety must be the individual responsibility of each Owner/resident. If you notice anything out of the ordinary, telephone the police (911) at once.
- B. In case of emergency, after calling the proper authorities, please make sure you notify the Management Office. The authorities may need some information or assistance that only Management can provide. Management will do everything it can to help in time of emergency need. Please remember the Association and Board of Directors are not the police and are limited in their authority.
- C. Do not activate door buzzers or otherwise permit entry to any strangers. Always use the intercom and verify that it is someone you know that you are allowing to enter the building. Do not leave your patio doors or windows unlocked. Solicitors are prohibited from entering the buildings. Should one disturb you, call the police at once. Never prop open an exit door as it reduces security and invites vandalism.
- D. Do not leave the door to your unit open. This is a fire hazard as well as a breach of security.
- E. If you notice any of the lights in or around your building have burned out, please notify Management.
- F. All parents are responsible for their children. Please keep them safe by watching them at all times and report any unusual activity to the police.
- G. Keep outer doors closed. Do not prop open the outer doors with stones, sticks as it reduces security and invites vandalism.

XXII. FIRE SAFETY / SMOKE DETECTORS

- A. Unit Owners shall comply with all Carol Stream safety ordinances and other ordinance requirements with respect to fire safety devices for their units. The entry doors and the door to your unit are fire doors. They are to be kept shut at all times. The Board of Directors reserves the right to charge any Unit Owner for replacement costs of any door broken by the Owner, or their family, guests or tenants.
- B. Presently there are one (1) or more fire/smoke detectors located in each unit that are directly connected to the Carol Stream Fire Department. Do not try to disconnect or paint over these detectors. There is a yearly inspection required by the Carol Stream Fire Department. Owners must comply with fire testing. You will be notified in advance

and someone must be at the unit to allow access for this inspection. If not, a second inspection will be scheduled and the Unit Owner will be charged for second inspection costs, a fine and locksmith cost if a locksmith is used. If the Association receives a fine by the Village of Carol Stream or by the Carol Stream Fire Department, that fine will also be charged back to the Unit Owner.

XXIII. NEIGHBORHOOD WATCH PROGRAM

Klein Creek residents should IMMEDIATELY report any suspicious persons, acts of violence to people or animals or any acts of vandalism to the Carol Stream Police Department (911). Reports should also be called into the Management Office during business hours. Your cooperation with the police will make our community a much safer place in which to live. Please do not assume a neighbor has called.

XXIV. SIGNAGE

- A. Signs are prohibited on unit doors and windows, or on the exterior of the building without the written consent of the Board of Directors. Any sign placed on the property without the consent of the Board will be removed and the Owner may be subject to a fine.
- B. Monthly meeting minutes and announcements are posted on the bulletin board located on the east side of the pool house.
- C. Announcements of general or specific concerns of the community should be forwarded to Management for permission to post.
- D. Signage and lighting for specific religious, cultural and national events/holidays must conform to Village of Carol Stream electrical and fire ordinances. These signs and/or lights must be removed within two weeks following the event.

XXV. LAUNDRY VENTS

The main laundry vents are cleaned yearly for your safety, you will be notified in advance and someone must be at the unit to allow access for this cleaning. If not a fine is charged. .

XXVI. TV/CABLE/SATELLITE TV

- A. Each unit is equipped with a master antenna receptacle. This provides connection with a master antenna to receive TV signals. Television sets may be connected to the master antenna system by the Unit Owner/Lessee.
- B. Any alterations or modifications to this receptacle, without written authorization from the Board, is strictly prohibited.
- C. Klein Creek is wired for cable television via an agreement between the Village of Carol Stream and ComCast. Connections to cable television are recommended to be done through Comcast.
- D. Tampering with the cable boxes on the property is prohibited.
- E. For satellite installation services, the owner should first review the installation Rules and Regulations in the following section, then contact a satellite vendor and submit an Alterations & Additions Application (Exhibit 2, page 27) to the Management Office.
- F. In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations:
 - 1. Any owner interested in installing a satellite dish one meter or less should submit an Alteration and Additions Application to the Management Office. Upon approval, the

satellite vendor may proceed with installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

2. Satellite dishes must be installed on the brick firewall separators that extend through the roof, on the brick. No satellite dish may be installed on the roof. The unit number and owners address must be written on the dish before it is installed.
3. Cable/wire from the satellite dish to the unit must be neat and hidden where possible
4. To protect the health, safety and welfare of the residents, the Board requires satellite dishes be professionally installed by a licensed insured vendor.
5. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.
6. Once installed, the owner will be responsible for the maintenance of the dish. Additional costs to maintain satellite equipment on the portion of property on which the dish is installed will be the owner's expense. If it is necessary for the Association to remove the satellite dish temporarily to perform maintenance, the owner will be advised accordingly. Excess cable/ unused cable must be removed.
7. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
9. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting there from. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.
11. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

XXVII. WINDOWS/WINDOW COVERINGS

- A. The window/patio door panes and frames are the responsibility of each Unit Owner. Temporary window coverings consisting of newspaper, bed sheets, etc. should be removed and replaced with permanent window coverings within fourteen (14) days of a Unit Owner/lessee moving into a unit. Window coverings such as blinds, curtains and draperies are considered permanent window coverings and must be kept in good repair.
- B. No permanent structures may be affixed to the exterior portion of any unit without written authorization from the Board of Directors. Such structures include, but are not limited to, replacement windows and replacement doors. Storm doors and windows are not allowed.
- C. Window air conditioning units are not allowed in any windows

XXVIII. ELECTRONIC DELIVERY OF NOTICE AND COMMUNICATION

- A. Electronic delivery of notices and other communications required or contemplated by the Illinois Condominium Property Act may be delivered to each unit owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted. A form shall be provided for this purpose. (Exhibit 1, page 26)
- B. Each unit owner may designate an electronic address or a U.S. Postal Service address, or both, as the unit owner's address on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Illinois Condominium Property Act or any condominium instrument. A form shall be provided for this purpose. (Exhibit 1, page 26)
- C. The Board may, if it determines it to be in the best interest of the Association, conduct its election via the internet, including but not limited to sending all notices and receiving ballots electronically.

Exhibit 1:
KLEIN CREEK CONDOMINIUM ASSOCIATION
UNIT OWNER CONSENT TO ELECTRONIC DELIVERY OF NOTICE
AND
DESIGNATION OF ADDRESS TO BE PROVIDED ON LIST OF MEMBERS/OWNERS

PLEASE PRINT CLEARLY

The undersigned, being all of the owners of _____
Address of Unit
in the Klein Creek Condominium Association, agree that the terms "mailed" and/or "delivered," for the purpose of the giving or service of any notice, or any other document, required or permitted by the Illinois Condominium Property Act ("Act") or by the Association's Declaration of Condominium and/or By-Laws and/or rules, is deemed effective notice to such unit owner(s) if and at the time such notice is transmitted by electronic means to such email address(es) as appears on the records of the Association.

The following is the e-mail address(es) where such electronic notice is to be transmitted:

This Consent can be rescinded, or the e-mail address where electronic notice can be delivered can be changed, by written notice delivered to the Association.

☐ If I check this box, I hereby authorize the Association to provide another owner this *electronic address* on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

☐ If I check this box, I hereby authorize the Association to provide another owner *this electronic address and a U.S. Postal address* on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

If I fail to check either box, the Association shall only provide another owner *a U.S. Postal address* on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

This designation can be changed by notice request delivered to the Association.

UNIT OWNER NAME UNIT

OWNER SIGNATURE

UNIT OWNER NAME UNIT

OWNER SIGNATURE

DATE: _____, 20____

Exhibit 1:
KLEIN CREEK CONDOMINIUM ASSOCIATION
ALTERATIONS AND ADDITIONS APPLICATION

KLEIN CREEK CONDOMINIUM ASSOCIATION
ALTERATIONS & ADDITIONS APPLICATION

HOMEOWNER: _____ DATE: _____

ADDRESS: _____ PHONE: _____

DESCRIPTION OF IMPROVEMENT: _____

DIMENSIONS: _____ SUPPLIER: _____

APPROXIMATE COST: _____ J.U.L.I.E. DIG #: _____

A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION
TO SHOW LOCATION AND DIMENSION RELATIVE TO EXISTING STRUCTURES.

AS OF THE APPROVAL DATE OF THIS ALTERATION, I ACCEPT FULL
RESPONSIBILITY FOR THE ALTERED AREA AND WILL MAINTAIN IT IN A SAFE AND
PRESENTABLE CONDITION.

SIGNATURE

DATE

FOR INTERNAL USE ONLY

DATE
RECEIVED: _____ BY: _____

DATE APPROVED _____ BY: _____

REASON FOR DISAPPROVAL: _____

FINAL INSPECTION BY: _____ DATE: _____

COPY TO HOMEOWNER: _____ ORIGINAL TO FILE: _____

"Professional Community Management Services"

Appendix A:
KLEIN CREEK CONDOMINIUM ASSOCIATION
CRIME FREE LEASING
RESOLUTION

WHEREAS, the Declaration of Condominium Ownership and By-Laws and of Easements, Restrictions, and Covenants for the Klein Creek Condominium ("Association") is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the Association; and

WHEREAS, Association is administered by a duly elected Board of Managers in accordance with a certain Declaration of Condominium; and

WHEREAS, the Board of Managers is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Managers has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Association are amended to include the following provisions:

Leases, Tenants and Non-Resident Unit Owners

I. It is the unit Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.

B. There are several important items that every investor-owner must consider before leasing his/her unit. The Association is a Crime Free Community and has implemented this program:

1. Owners must notify prospective tenants that the Association is a **Crime Free Community**.

2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.

3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Managers, no less than ten days prior to occupancy of the unit, a copy of the application is available through the Board of Managers and/or management.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 3 MAY RESULT IN A FINE OF **\$100.00**, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

4. All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months, unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

5. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Managers with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association 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.

6. Discrimination on the basis of age, race, color, creed, national origin, sex or sexual orientation is not allowed.

7. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.

8. Sub-leasing of Units is not permitted.

9. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (a new roommate is someone residing in the unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) **Crime free Lease Addendum** must be delivered to the management office. All moving rules must be followed during this time.

10. Owners may not rent their units to any person or persons who have been adjudicated as a registered sexual offender.

A VIOLATION OF THE FOREGOING SECTION B 4 THROUGH B 10 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the Board may assess reasonable fines against the owner of the respective unit involved, after notice and an opportunity for a hearing.

III. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

IV. This policy becomes effective _____, 2____. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

Approved this 16 day of September, 2014.

Board of Managers
Klein Creek Condominium Association

By: [Signature]
Its President

ATTEST:

By: [Signature]
Its Secretary

CRIME-FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the Unit identified in the lease, Unit Owner (or Unit Owner's agent or representative) and Tenant agree as follows:

1. Tenant, any member of tenant's household, a guest or invitee in the Unit or on the Common Elements, or any other person in the Unit or on the Common Elements invited there in any way by tenant or a member of tenant's household, **shall not engage or in any way be involved in, any criminal activity, including but not limited to, drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Illinois Compiled Statutes).

2. Tenant, any member of tenant's household, a guest or invitee in the Unit or on the Common Elements, or any other person in the Unit or on the Common Elements invited there in any way by tenant or a member of tenant's household, **shall not engage in any act intended to facilitate or that does facilitate criminal activity,** including drug-related criminal activity, on or near the said property.

3. Tenant, and every member of the household **shall not permit the Unit to be used for criminal activity, or to facilitate criminal activity,** in the Unit or on the Common Elements, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest, or invitee, and regardless if the tenant is at home during any such offense.

4. Tenant, any member of tenant's household, a guest or invitee in the Unit or on the Common Elements, or any other person in the Unit or on the Common Elements invited there in any way by tenant or a member of tenant's household, **shall not engage in the unlawful manufacturing, selling, using storing, keeping, or giving of a controlled substance at any location whether in, at, on, or near the property.**

5. Tenant, any member of tenant's household, a guest or invitee in the Unit or on the Common Elements, or any other person in the Unit or on the Common Elements invited there in any way by tenant or a member of tenant's household, **shall not engage in any illegal activity, including prostitution,** as defined in the Illinois Compiled Statute, **threatening or intimidating** as prohibited in the Illinois Compiled Statute, **assault** as prohibited in the Illinois Compiled Statute **INCLUDING BUT NOT LIMITED TO the unlawful discharge of firearms** on or near the Unit or Common Elements, or **any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious damage** as defined in the Illinois Compiled Statute.

VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of

the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a **single violation** shall be good cause for **IMMEDIATE termination of the lease** under Illinois Compiled Statute. Unless otherwise provided by law, proof of violation shall not require a criminal conviction but shall be **BY A PREPONDERANCE OF EVIDENCE**. Tenant consents to venue in any justice court precinct within the county wherein the Unit is located in the event Unit Owner initiates legal action against the tenant. Tenant hereby waives any objection to any venue chosen by Unit Owner. Furthermore, tenant agrees that in any legal proceeding brought by Unit Owner against tenant, that Unit Owner may, at Unit Owner's sole discretion, allege that the rental value of tenant's premises is less than the actual periodic rental payment tenant is charged as set forth in this agreement so that action may be taken through the justice system.

Tenant agrees that service of process of any legal proceeding, including but not limited to a special detainer or forcible detainer action, or service of any notice to tenant, shall be effective and sufficient of purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signer, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a tenant, co-signer, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.

In case of conflict between the provisions of this addendum and any other provisions of the leases, the provisions of the addendum shall govern.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Unit Owner and Tenant.

Tenant's Signature

Date: _____

Property Address:

Unit Owner's Signature

Date: _____