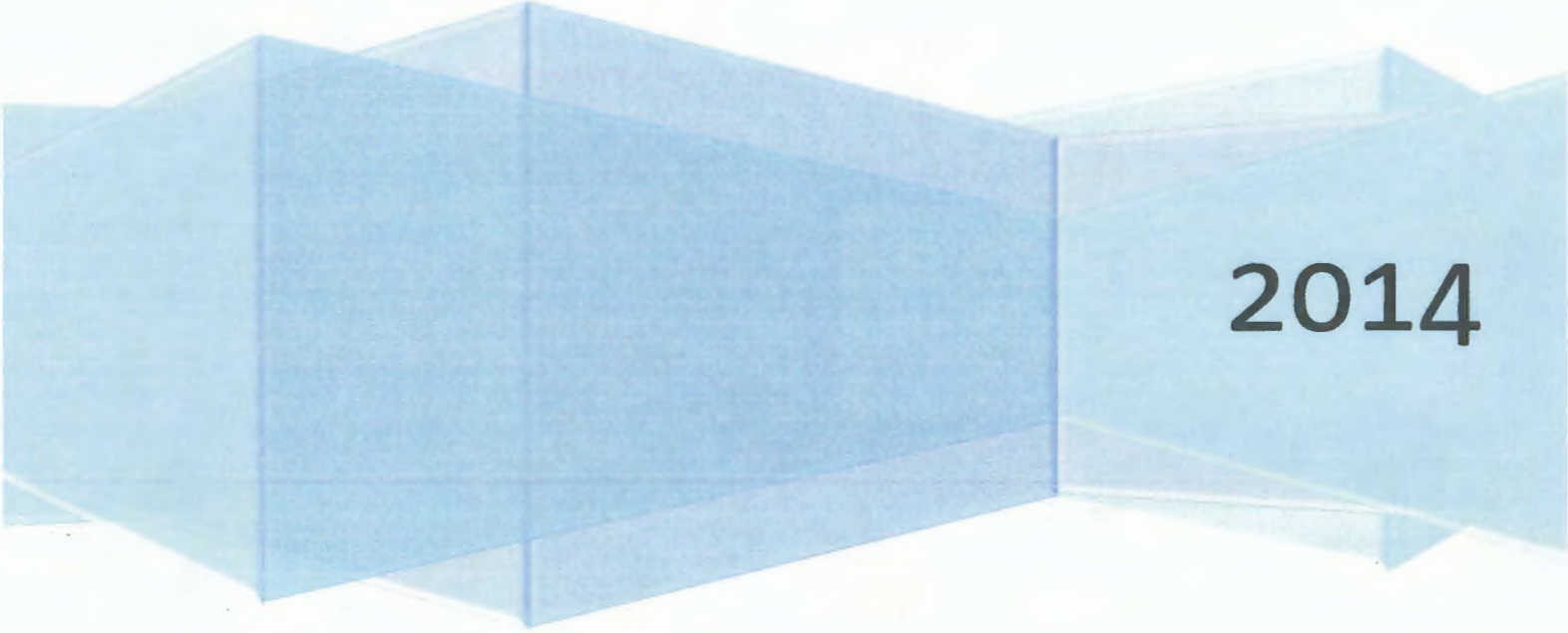


**KINGSPORT ESTATES WEST  
CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**



**2014**

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## PREAMBLE

Kingsport Estates West Condominium Association Inc. has legal restrictions which free-standing homes do not have. These legal restrictions are outlined in the Kingsport Estates West Condominium Association Inc. Declaration and By-Laws. The Declaration and By-Laws give the governing Board of Directors the authority to further establish rules and regulations pertinent to the Association.

The governing Board of Directors operates like any other legislative body. Every August you elect the Board Members who, in turn, meet and vote on the issues based on what they think the majority of Association Owners want or the Declaration demands. In fact, the Board is legally liable if it does not uphold the Declaration and the following rules and regulations. Serving on the Board is strictly voluntary and, of course, is without pay.

We are 40 homeowners, each presumably having different opinions and lifestyles, yet living in very close proximity. Like all groups that wish to live in harmony, we seek to blend the individual's rights with the group's desires. These regulations have been established to preserve the beauty and architectural design of our community while allowing the majority to live in the manner and lifestyle it chooses.

Because of our different lifestyles, it is natural that there will always be those who oppose a particular ruling. For those in the minority on any specific regulation, please keep in mind two points:

Living in a Kingsport Estates West Condominium Association Inc. condominium means one must sacrifice some individual rights because of the necessity for architectural conformity, the closeness of neighbors, and the demands of the Declaration.

If you feel that a regulation is no longer shared by 75% of the unit ownership (one vote per unit), the Declaration gives you the right to petition the community and establish what is, in fact, acceptable. If you violate a regulation and are fined, remember that this action is taken against you because 75% of Kingsport Estates West Condominium Association Inc. owners consider it to be just and proper. The 75% ultimately determines policy for the Kingsport Estates West Condominium Association Inc., not Board Members.

These regulations are binding just like the Declaration. It is not the intent of these regulations to be a substitute for the Declaration. It is essential that each individual be familiar with all restrictions placed on the use of common land, architectural changes, etc., as outlined in the Declaration.

## DEFINITIONS

The terms and conditions as contained in the Kingsport Estates West Condominium Association Inc. Declaration are incorporated by reference and made a part of these Rules and Regulations.

## ENFORCEMENT

The Declaration and these Rules and Regulations will be enforced, where applicable, by the Village of Schaumburg. All other regulations will be enforced by the Association and, if necessary, through legal action. If an owner refuses to pay a fine or an assessment, the Association will place a lien against the unit. The unit cannot be sold with a lien.

Any Unit Owner assessed a fine shall pay charges imposed. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectable as a common expense in the same manner as any regular or special assessment against the Unit.

## BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, the Declaration, the By-Laws and the Rules and Regulations shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following:

**ASSESS:** To make and collect assessments against members to defray the costs and expenses of the condominium.

**DISBURSE:** To use the proceeds of the assessments in the exercise of its power and duties.

**MAINTAIN:** To maintain, repair, replace, improve and operate the condominium property, including but not limited to the payment of any taxes or fees in conjunction therewith.

**INSURE:** To purchase adequate insurance for the condominium property and insurance for the protection of the Association and its members.

**RECONSTRUCT:** To reconstruct improvements after casualty and further improve the condominium property.

**REGULATE:** To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration.

**ENFORCE:** To enforce by legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the By-Laws, and the regulations for the use of the property in the condominium.

**REPRESENTATIVE ACTION:** To act in a representative capacity in relation to matters involving the Common Elements or more than one unit, on behalf of the Unit Owners as their interest may appear.

**ACCESS:** To have access to each Unit from time to time as may be necessary for maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as where otherwise provided by law or these Rules and Regulations.

## **BOARD MEETINGS**

All Board Meetings are open to all Unit Owners as required by the Act. Unit Owners attend, however, to observe the Board and not to interact on the business before the Board. Each agenda shall contain a period of time for Unit Owners' concerns and no other time for interaction shall be provided and no other interaction shall be allowed. The proceedings at all Board Meetings are kept in the form of recorded minutes by the Board Secretary. These minutes are open for an Association Unit Owner's review.

## **RULES REGARDING THE USE AND APPEARANCE OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS**

For purposes of these Rules and Regulations, the following areas are considered Common Elements and/or Limited Common Elements:

- Building and Garage Roofs
- Lawn and Landscaped Areas
- Exterior Elevations of the Buildings
- Electrical Wiring, Water and Sewer Pipes in Common Elements
- Garage Driveways and Parking Lots
- Sidewalks, Foyers, Halls, Stairs, Landings and Meter Rooms
- Gutters and Downspouts
- Wood/Masonite and Aluminum Siding
- Brick Siding
- Exterior Lighting, Interior Foyer and Hall Lighting

Garages  
Patio and Balconies

Nothing shall be altered, constructed or removed from the Common Elements without the written consent of the Board.

No sign, signal, illumination, advertisement, including "FOR SALE" signs, notices or any other lettering, or equipment of any kind shall be exhibited, affixed, painted, or exposed on any window or on any part of the outside or inside of any building, except seasonal decorations.

Lawns and landscaped areas are for the environmental enjoyment of all residents. They are not to be used for activities which may be destructive or injurious to the plantings.

#### **MAINTENANCE AND REPAIR RESPONSIBILITIES**

If maintenance or repair to the unit or common area is necessary because of the willful or negligent act of the owner, his family, or guests, the repair cost will be the responsibility of the owner.

#### **Elements that the Unit Owner is responsible to maintain and repair**

- Repair and Maintenance of All Glass Surfaces
- Repair and Maintenance of Heating and Air Conditioning Units
- Repair and Maintenance of Unit Doors and Garage Doors
- Repair and Maintenance of Unit Dryer Vents

#### **Elements that the Association is responsible to maintain and repair**

- Balconies/Patios
- Driveways
- Structural Wood
- Interior Damage Due to Roof Leaks
- Sidewalks and Stoops
- Exterior Wood
- Garage and Building Roofs, Gutters and Downspouts
- Bricks and Mortar
- Master Antenna
- Exterior and Interior Common Element Painting
- All Lawn and Landscaped Areas
- Exterior Caulking
- Pruning of All Shrubbery Adjacent to the Unit
- Exterior and Interior Common Element Light Fixtures
- Control of Wasps, Insects and Rodents Generated from Common Elements
- Hallway Tile, Carpeting and Common Element Doors

## ASSESSMENTS

### Monthly Maintenance Assessment

Unit Owners are required to pay a monthly maintenance assessment ("Maintenance Assessment") as approved annually in the Kingsport Estates West Condominium Association Inc. budget. Maintenance Assessments are due by the first of each month. For any Maintenance Assessment (or portion thereof) outstanding by 5:00 p.m. on the tenth day of the month due, and for each month thereafter, a fee of twenty dollars (\$20.00) for the first month; thirty dollars (\$30.00) for the second month; and, fifty dollars (\$50.00) for the third month will be assessed to the Unit Owner.

### Payments

Payment of Maintenance Assessments and other items should be made by check or money order payable to "Kingsport Estates West Condominium Association" and dropped in the Association's Mailbox located at 1505 Harbour Court, Attention of the Treasurer. Payments received for an account with an outstanding balance will be credited in succeeding order to: special assessments, fines and other fees, current Maintenance Assessments and, lastly, to outstanding Maintenance Assessments due. Checks returned by the bank to the Treasurer for any reason shall subject the Unit Owner to a processing fee of twenty-five dollars (\$25.00) per occurrence.

### Liens

Payment of assessments, fees and fines is made to the Association for the expenses of the Common Elements. In the event of nonpayment the Association may initiate several courses of action to effect payment, including placing a lien against the nonpaying unit. That Unit Owner shall be responsible for all costs of collection of the payment.

## ACCIDENTS

Accidents on Kingsport Estates West Condominium Association Inc. property involving personal injury or property damage should be reported to the Board as soon as possible by anyone witnessing the accident or discovering its effects.

## ARCHITECTURAL CONTROL

In order to maintain the uniform appearance of the buildings and integrity of the Common Elements, no Unit Owner may alter the exterior of a unit or add to the Common Elements (such as plant material, statues, etc.) without a specific written approval of the Board of Directors.

"Alter" for this purpose means painting or staining exterior surfaces with any color or adding or removing anything to or from the exterior surfaces including but not limited to

ventilation opening for appliances, sun screens, or any additions or changes to existing plumbing, electrical, or partition systems. "Exterior" for this purpose means the exterior surface of a unit. All requests for approval of such exterior alterations must be submitted in writing to the Board of Directors for action at their next regular meeting. Requests must include the following items:

Your name and unit address;

Description of the proposed alteration;

Specifications for the alteration, including size, type, gauge, color and finish of the materials to be used in the proposed alteration; and

A drawing of the proposed alteration in place.

Any exterior alteration made without approval of the Board may be ordered removed at the Unit Owner's expense by the Board. In order to force compliance with the Board's order, the Board can place a lien on the Owner's unit until the alteration is restored to its original condition and the cost of effecting restoration is paid in full.

## **INSURANCE**

The Association carries public liability insurance, property damage and liability insurance on the actions of the Officers of the Association and Board of Directors. It is the responsibility of each Unit Owner to insure the non-common elements and contents of an individual unit. The Association maintains insurance for the property against loss or damage by fire and such other hazards as are covered under standard, extended coverage provisions for the insurable cost of the Common Elements and the Units. The Board can explain the Association's insurance in more detail.

Illinois Law now requires it mandatory for each Unit Owner to insure the non-common elements and contents of their unit and personal liability and compensatory damages to another unit. Once a year when the Unit Owner renews their policy, they must furnish the Association with a Certificate or Memorandum of Insurance coverage. If they fail to do so, a fine of fifteen dollars (\$15.00) will be assessed to the Unit Owner.

## **SOLICITORS**

No solicitors are allowed in the Kingsport Estates West Condominium Association.

## **GARBAGE REMOVAL**

Trash is to be placed in PLASTIC BAGS ONLY. Garbage to be emptied or removed must be placed at the curb after 2:00 a.m. the morning of garbage pickup. Non-compliance with this rule will result in a fine to the offending resident/Unit Owner.



The recycling bins must be taken in by the evening of garbage pickup day.

All rubbish, trash or garbage must be kept in sealed containers indoors not to be seen from neighboring units or streets and shall regularly be removed from the property and shall not be allowed to accumulate thereon.

## SIGNS

Signs offering a unit or other personal property or services for sale are not permitted. "Open House" signs may be posted ON THE DAY AND AT THE TIME OF THE OPEN HOUSE ONLY.

## GARAGES

For security and appearance, all garage doors must be kept closed and locked except when entering or leaving. A Unit Owner who persists in leaving the garage door open for extended periods of time unattended may be fined.

No exterior alterations may be made to garage doors without written approval of the Board.

Car engines must not be left running in garages.

Major car repairs or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Minor car repairs may be completed inside the Unit Owner's garage. Any work or activity producing noise in a garage is prohibited before 9:00 a.m. or after 9:00 p.m.

Barbecuing in garages is prohibited.

Garages shall be used primarily for storage of vehicles and other items. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. Gasoline and other solvents in excessive amounts create harmful and offensive fumes which permeate nearby units and may also create a danger of fire or explosion. If a Unit Owner stores anything in a garage which may harm other units, it shall be removed upon notification by the Board. Nothing shall be done or stored in a garage which causes harmful or offensive fumes to enter an adjacent unit. The Association is not responsible for personal property stored in Unit Owner's garage.

## PETS

No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be kept anywhere on the property, nor shall any animals be kept, bred or maintained for any commercial purposes. No reptiles of any kind are allowed. No pet-sitting of dogs is allowed in the building or on Common Elements or Limited Common Elements at any time.

All pets must be leashed while outdoors or on any common property.

No pets may be left on Common Elements or Limited Common Elements unattended at any time.

Pet owners walking their pets without clean-up apparatus will be fined fifty dollars (\$50.00). Pet owners must clean up after pets immediately.

No pet shall be allowed to create a nuisance or unreasonable disturbance. Any disturbance should be settled between Unit Owners. If unable to be resolved, call the police.

A Unit Owner is responsible for the actions of pets of anyone residing in or visiting his unit, and the costs of repairing any damage caused by the pet shall be assessed to the Unit Owner responsible as a Common Expense.

No pets may be tied to any Common Elements or Limited Common Elements, i.e., trees, stakes, etc.

No pets are allowed on balconies or patios.

Each unit shall be limited to either one dog (weighing at maturity no more than 15 pounds) or two cats.

Any Unit Owner/resident who has been found to be guilty of two violations of the above rules shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner/resident to have the pet removed permanently from the property upon three days written notice to the owner from the Board.

## **PARKING IN DRIVEWAY AREAS AND PARKING LOT**

### **Permitted Vehicles**

Four (4) wheel drive vehicles are permitted on driveways if the vehicle weight is under 5500 pounds. All other vehicles are to be kept in the garage or off the property.

### **Non-Permitted Vehicles**

All vehicles without current state license plates, campers, mobile homes, trailers, all types and sizes of trucks, all water vehicles and all air vehicles, or commercial vehicles of any type or kind including any vehicle having commercial advertising on the body thereof are non-permitted vehicles. The only exception to this rule is a vehicle making a delivery or rendering a service at such premises.

## Abandoned Vehicles

A vehicle shall be deemed abandoned if:

It is in a state of disrepair rendering it incapable of being driven in its present condition; or

It does not have a current, valid vehicle license plate; or

The acts of the owner/resident and condition of the vehicle clearly indicate it has been abandoned.

## General Rules and Regulations Regarding Parking and Vehicles

All vehicles must be registered with the Association.

Use of the driveways and parking areas for storage of motor vehicles is prohibited.

The streets of Kingsport Estates West Condominium Association Inc. are dedicated right of ways and all village parking ordinances are enforced by the Village of Schaumburg.

No permitted vehicles shall be parked, maintained, or stored so as to obstruct passage of other permitted vehicles or emergency vehicles. All vehicles must be parked within the permitted limits of that unit's driveway.

The parking lot and the two (2) spaces on the access to the 1514 Harbour Court garages can be used for Resident/Guest Parking ONLY. Regardless of who uses these areas, they must display the proper KEWCA Sticker on their dashboards at all times. The only exception to this rule is for Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. No guest's or resident's vehicle may be stored in the parking lot or on the 1514 Driveway (storing meaning not being moved, even with a valid KEWCA sticker). Parking on the cul-de-sac is permitted by village law until 2:00 a.m.

No parking is allowed on the extended driveway between the 1515 and 1519 Buildings. This area is used for Unit Owners leaving and entering their garages and also for emergency vehicles. The only exception to this rule is for Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

Vehicles of all types are restricted to the parking areas or driveways and garages of the Association. There shall be no parking or routes of passage across any other portions of the Common Elements including all turf areas, sidewalks and fire lanes.

Any vehicle that is parked, maintained or stored on a Common Element other than a parking area or driveway, and in particular in a fire lane, may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.

Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to and egress from a parking area, garage or other Common Element.

Any vehicle that is parked, maintained or stored in violation of this section is considered to be interfering with ingress to and egress from a unit for emergency purposes, or to be interfering with ingress to and egress from a unit for the protection, health, safety, comfort and welfare of the respective family residing therein, their respective guests, household help and other authorized individual, such vehicle may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.

Any vehicle that is abandoned may be removed by the Association without notice to the owner and/or guest of said vehicle and at the vehicle owner's expense.

The Association, when apprised of a possible violation of any of the above noted rules, shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any or all of the following actions in addition to removal of the vehicle for the reasons and under the following circumstances:

- Record the vehicle identification, including license number, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations to be maintained by the Association.

- Identify or attempt to identify the vehicle owner and notify said owner of the violation.

- Identify the Unit Owner and/or resident whose vehicle is causing the violation or whose guest or invitee is causing the violation.

- Follow the procedures in the Enforcement Policies set forth in these Rules and Regulations.

Upon receipt of notice of a violation a Unit Owner must follow the procedures set forth in the Enforcement Policies.

The Board of Directors is authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules and Regulations.

The Board of Directors may designate a person, persons or a committee to make determinations of violations. A Member of the Board of Directors shall notify the appropriate companies or individuals to remove vehicles.

### **BALCONIES/PATIOS**

Unit occupants are responsible to keep balconies/patios clean and free from clutter. Balconies/patios shall not be enclosed or altered in any way. Carpeting (earthtone colors only) or other easily removable items are permitted during the period of May 1 through October 31. Carpeting and other easily removable items must be removed from balconies/patios by October 31.

No drying or airing of clothing, carpeting or laundry or hanging of clotheslines is permitted on the balconies/patios or from windows.

No awnings, sun shades, canopies, trellises, shutters, radio or television antennas, satellite dishes (see further rule on satellite dishes) shall be affixed to or placed in, through or upon an exterior wall, door, window or roof of any part of Common Elements without prior written consent of the Board.

An American flag may be displayed from the front of the building in a designated area only with permission from the Board of Directors.

No signs, notices, or seasonal flags, etc. will be allowed on the balcony/patio, windows, walls or on the lawn.

Planter boxes are allowed with written approval of the Board of Directors. Planters on balcony railings are allowed with written approval of the Board.

No sandboxes, pet houses, or sunning pools will be permitted on Common Elements, porches or patios.

### **NOISE, MUSIC, ETC.**

Be aware that sound carries very clearly. No noise, television, music or other sounds will be permitted at any time in such a manner as to disturb or annoy other residents in the complex.

### **DRAPERIES AND WINDOW COVERINGS**

Coverings used for the interior surfaces of the windows appurtenant to the Residential Units in the Buildings, whether draperies, shades or other items visible from the exterior of the building, must be installed within forty-five (45) days of occupancy unless an extension is approved in writing by the Board of Directors.

The draperies, shades or other items used to cover the exterior surfaces of such windows shall be of a white or earthtone color and shall not conflict with the exterior colors of any building.

## GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the Enforcement Policies set forth in these Rules and Regulations.

The Rules and Regulations are binding on all Unit Owners, residents, their families and guests. Exceptions to the rules may be made only in writing, signed by the Board, following a written request by the Unit Owner.

No smoking is allowed in hallways; and, no cigarette butts are allowed to be dropped on Common Elements.

No religious pictures or fraternal objects or materials of any kind are allowed on Common Elements or Limited Common Elements; they must be kept inside your unit.

Grills and barbecues are not permitted on the front lawn areas. All ashes must be disposed of in a safe manner, not on Common Elements.

If any child causes damage to the Common Elements of the Association, the Board of Directors may terminate the rights of the Unit Owner of the use of the Common Elements so damaged and may proceed with the remedies available to the Association according to the Declaration of the Association.

A Unit Owner is responsible for seeing that his/her guests comply with all Rules and Regulations of the Association.

If any Unit Owner violates any of the provisions of the Rules and Regulations, the Association shall send to the Unit Owner a notice notifying the Unit Owner of the violation and the date thereof. For each and every subsequent violation and notice thereof, the Unit Owner shall be charged an amount deemed sufficient to cover the expenses incurred by the Association of violation, determination of violation, and notices.

Additionally, the Unit Owner shall be charged any and all costs and expenses incurred by the Association for repair of the damage to the Common Elements caused by said violation or for extra maintenance or repair charges incurred by the Association as a result of the violation of the Rules and Regulations. Additionally, the Unit Owner shall pay all legal costs actually incurred by the Association necessary to enforce these Rules and Regulations. The collection of

these charges, if not paid promptly, may be effected by utilization of any or all of the remedies provided for in the Declaration.

Children are not permitted, for safety considerations, to play or leave toys on any driveway areas. Toys, bikes, etc. are not to be left on the Common Elements for any extended period of time.

There shall be no sports activity on any street or Common Elements which may be destructive to the property or a nuisance to the neighboring residents.

Any Unit Owner hiring a contractor to do work within their unit, must secure a Certification of Insurance and it must be given to the Association. If a Certification of Insurance is not obtained, the contractor must sign a waiver letter which can be secured from the Association President. These documents must be obtained before the work starts. The Unit Owner will be held responsible.

Storage of any kind is expressly prohibited on or in any Common Elements.

Moving containers or storage containers of any kind are not allowed on Common Elements. Such containers shall not obstruct ingress to or egress from any driveway.

In the interest of health, safety and welfare of the Association, the Board of Directors specifies that there will be no home based business allowed.

#### TV ANTENNAS

The television antenna on each building is to be maintained by the Association.

#### SATELLITE DISHES

A request for a satellite dish must be addressed to the Board in writing before installation. All satellite dishes must be constructed in strict compliance with the Rules and Regulations. Any deviation from these Rules without the written consent of the Board of Directors may result in the dismantling and removal of the dish by the Association without notice. All costs of the removal shall be borne by the Unit Owner. The Association reserves the right to levy a continuing and daily fine for each day an unauthorized satellite dish remains on the property after the Unit Owner has been notified to remove it.

The satellite dish must be installed in the following manner on either the porch or patio:

A 2" x 4" or 4" x 4" post is to be submerged in a container of cement. The post is to be no taller than 7' to 8' high.

The satellite dish is then attached to the post. The container is to be painted white or brown to match the trim of the building. The container is to be placed as close as possible to the existing cable cover now on the building.

The satellite dish is to be no more than 18" in diameter. There can be no more than one satellite dish of any kind allowed per unit.

The connection from your satellite dish to your television must be done by a professional, licensed and insured contractor.

All containers that are used must be movable for repair and maintenance on the balconies and patios. Any additional cost for this will be borne by the Unit Owner.

## METER ROOMS

Meter rooms may not be used for storage of any kind. No perishable goods or flammable liquids may be kept on the property. Doors to meter rooms must be kept closed.

## SEASONAL DECORATIONS

Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday. Please remember that all decorations used should be in good taste and also should not offend the neighbors in your individual units.

No decorations which create a fire/safety hazard will be permitted.

No outdoor decorations are permitted except for decorations which can be placed on a unit's door, patio or balcony. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.

## RULES REGARDING ENFORCEMENT POLICIES

If a Unit Owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association, the following shall occur:

When a complaint is made to the Unit Owner by the Board of Directors, the Unit Owner who is alleged to be violating the Rules and Regulations shall be notified of the alleged violation by the Association or its duly authorized agent. A fine of twenty dollars (\$20.00) will be assessed at that time and the violation must be corrected immediately. The fine must be paid within ten (10) days of the violation or it will escalate at the rate of five dollars (\$5.00) per day until it is fully paid. If any Unit Owner charged with a



violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged thereunder, the Unit Owner must, within ten (10) days after the notice of violation has been served upon Unit Owner, request in writing a hearing concerning the violation. If a request for a hearing is filed within a reasonable time, a hearing on the complaint must be held before a panel composed of Board Members to hear the complaint. At such hearing, the Board shall hear and consider statements regarding the alleged violation. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding. The Unit Owner shall be assessed twenty dollars (\$20.00) for the first offense, thirty dollars (\$30.00) for the second offense, and fifty dollars (\$50.00) for the third offense. In addition, the Unit Owner shall be assessed for the costs of any legal fees incurred by the Association as they are billed to the Association by the Association's attorney.

Upon further or continuing violations by the Unit Owner, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the Unit Owner.

Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

The remedies hereunder are not exclusive, and the Board may, in addition thereto, take any action provided for in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing and shall contain at a minimum:

The name, address and phone number of the complaining witness;

The Unit Owner's name, unit number or address of the unit where the person or resident complained of resides; and

The specific details or description of the violation, including the date, time and location where the violation occurred.

#### **SALE OF UNIT: PROCEDURES**

The Unit Owner must contact the Board of Directors in writing when a unit is going to be put up for sale. There are to be no "FOR SALE" signs displayed in windows or on the property during the time the unit is for sale. Only an Open House sign may be displayed in front of the building on the day of the showing.

A lock box will only be permitted when affixed to the air conditioner of the unit that is for sale.

At this initial contact, the Unit Owner shall request all necessary documents to complete the sale of the unit.

As required by the Declaration, the Association shall provide the required information to any Unit Owner who requests it. However, in the event a request is made which requires this information to be provided, the Association will charge the Unit Owner a fifty dollar (\$50.00) fee, which is to be paid prior to receiving these documents.

Any time a unit within the Association is sold, the new Unit Owner shall be contacted and requested to supply information essential to the Association's record and efficient functioning. All information supplied by the new owner shall be kept confidential and shall be used for Association purposes only. In the event a Unit Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may suspend the rights and privileges of ownership as to that Unit Owner, including but not limited to voting rights, until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorney's fees, shall be assessed to the account of that Unit Owner as Common Expense.

At the time the above information is requested the Association shall also solicit a proxy from each Unit Owner (see attached form).

A damage deposit of \$250.00 in the form of a cashier's check, check or money order shall be made before a final closing letter is issued to the Unit Owner, along with their forwarding address so as to return the \$250.00 deposit. Said deposit shall be given to the President. All damages shall be repaired and all costs shall be taken from the above deposit and the balance returned to the Unit Owner.

KINGSPORT ESTATES WEST CONDOMINIUM ASSOCIATION, INC.

REVOCABLE PROXY

I/We, \_\_\_\_\_  
the owner(s) of a Unit in Kingsport Estates West Condominium Association, Inc.  
(hereinafter "Association"), commonly known by the street address of

\_\_\_\_\_, Schaumburg, Illinois,

do hereby constitute and appoint \_\_\_\_\_  
as primary proxy and, in the primary proxy's absence, a majority of the Board of the  
Association in office from time to time, or their designated substitute, to vote as my  
proxy at any regular or special meetings of the Association. I/We give my proxy full  
power to vote as if I/We were present, including full power to designate a substitute and  
to remove such substitution. My/Our presence at a meeting will automatically revoke  
this proxy, but only for the meeting attended, unless I/We indicate otherwise. This proxy  
is intended to extend and shall extend for a period of more than eleven months (11  
months) from the date set forth below and for so long as I/We remain a member of the  
Association, unless I/We revoke it before then.

Any proxy or proxies in the Association given by me/us to any person or persons  
whatsoever prior to the date below are hereby revoked. In this instrument any use of  
the singular includes the plural.

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

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

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature