

Kensington Manor of Richmond Condominium Association



Rules and Regulations

Updated March 2, 2016

LIVING AT KENSINGTON MANOR OF RICHMOND

The Association welcomes you to Kensington Manor or Richmond Condominiums. We sincerely extend our best wishes to you in your new home and hope you enjoy living in our community.

The Association is comprised of 210 condominiums and maintains the exterior of the homes, including the interior hallways, roofing, siding, driveways, parking lots and landscaping as well as maintenance of the exterior portions of our garage buildings.

The Board of Directors has hired a management company, Lakes Property Management LLC. The management company handles both the day-to-day financial business of the complex and oversees the conduct and performance of all maintenance and services contracted for and paid through your Association. The management company is your primary source of information and communication of Association related issues and concerns.

For emergency repairs, question and complaints please contact the management company. If you feel it is necessary to address the Board of Directors, please do so by either attending one of the scheduled meetings or by sending a letter addressed to the Board in care of Lakes Property Management, 910 Wells Street, Lake Geneva, WI 53147.

As we wish to maintain an outstanding community, we feel sure you recognize the need for rules and regulations to keep things running smoothly and to promote a pleasant, comfortable and enjoyable environment. The information contained in this booklet is designed to achieve and maintain this goal, as well as to comply with the Association's legal requirements of the Declarations and By-Laws, the Condominium Property Act of Illinois and the Illinois Not for Profit Act. Therefore, this handbook serves as a general guideline and, where applicable, complies with the Village Ordinance.

It is recommended that homeowners and residents thoroughly review their copies of the Kensington Manor of Richmond Declarations and By-Laws for additional information regarding rights and responsibilities of ownership. Each new resident shall be provided a copy of the Declarations and By-Laws from the previous owner. Replacement copies can be obtained from the management company for an additional fee.

For the benefit of building and maintaining harmony among all of our residents, it is necessary to clearly identify Association policy, its responsibilities and those of the homeowners and/or resident while residing at Kensington Manor of Richmond. We hope you will find this booklet helpful and informative towards achieving that goal.

Sincerely,
The Board of Directors
Kensington Manor of Richmond Condominium Association

Rules and Regulations
Approved October 9, 2006

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Chapter 1 - Administration

Board of Directors: Kensington Manor of Richmond Condominium Association is a corporation formed under the Illinois Not for Profit Act. Every corporation requires that a Board of Directors be formed. It is a limited “government” designed to protect the investment you have made in your home. It accomplishes this by establishing standards for the community and by requiring all members and their tenants and/or guests to adhere to these standards. The Board is obligated by law to adhere to the requirements of the Declarations of Condominium Ownership that is recorded with the McHenry County Recorder as a legal restriction on the title of each of our homes. Also applicable are the Association’s By-Laws, the requirements of the Illinois Condominium Act and the Not for Profit Act of the State of Illinois.

The Board of Directors is comprised of five owners who are elected by the homeowners at the Annual Homeowners Meeting held each year. The board of Directors, once elected by the homeowners, then elects the officers: President, Treasurer, Secretary and two Directors.

The Board of Directors has the following responsibilities:

- Conduct and document bi-monthly Board meetings, unless otherwise needed;
- Conduct quarterly inspections of the buildings and common grounds;
- Selection and approval of contract services;
- Appoint special committees, as needed to further the interests of the Association;
- Assure conformance with the architectural guidelines;
- Address specific homeowner’s requests;
- Assure compliance with covenants, restrictions and regulations;
- Collect and allocate homeowners assessments;
- Maintain adequate reserve funding;
- Prepare the corporate tax returns;
- Arrange for independent financial reviews of the corporation financial records;
- Prepare annual budgets;
- Approve payments for contracted services;
- Hold an annual Association meeting and the election of officers; and
- Maintain and improve the value and appearance of the Association.

Annual Meeting: The Association’s Annual Meeting and election is held in June. Each year either two or three Directors terms expire. All unit owners who are current with their assessments are eligible to serve on the Board. Per the Association’s By-Laws, the members receiving the highest number of votes will each serve a two-year term. Attendance at the Annual Meeting is restricted to unit owners only.

Additional Meetings: The Association has an open Board of Directors Meeting on a regular schedule. The time and location of the **bi-monthly** meetings is indicated in the Association newsletter and posted in the building lobby. Attendance at Board Meetings is restricted to unit owners only; tenants are not allowed.

Board Minutes: The proceedings at all Board meetings are kept in the form of minutes by the Secretary. These minutes are available for all Association members to review at each Board Meeting. The minutes are available from the Management Company.

Management Agent: The management agent reports directly to the Board of Directors and is responsible for the day-to-day management of the affairs of the Association.

This agent has been selected by the Board of Directors to offer professional guidance in the selection of contractors, handling homeowners correspondence and complaints, regular on-site inspections, enforcement of the Rules and Regulations, accounting and record keeping of assessment payments, investment of funds, insurance procurement, liaison with Association's appointed attorney and attendance at the Association meetings to report on the current status and conditions of the Association's business.

The agent should be contacted by phone or in writing if a unit owner has a problem, questions or complaint with regard to any of the above noted areas. The Board of Directors is informed of all such contact. Decisions are made at each Board meeting and the best course of action is then decided. Emergencies are handled as quickly as possible. Contact can be made twenty-four hours a day, if an emergency deems it necessary.

Lakes Property Management LLC

910 South Wells Street
Lake Geneva, WI 53147

Phone: 262.249.1922

Fax: 262.348.9987

E-mail: Info@lakespropertymgmt.com

Homeowner Information Form: When moving into Kensington Manor of Richmond or when new changes have been made that should be reported to the property manager, homeowners will be required to complete the homeowner's information form which is needed in order to communicate with the homeowner/resident in a timely manner. Homeowners are required to complete the form, including names of all residents, telephone (home and cell) numbers, emergency contact names and telephone numbers, vehicle information including license plate numbers and pet information, and return it to the management office within fifteen (15) days of being requested.

Chapter 2 - Architectural Standards

1. **General:** All alterations to the exterior of a unit, including the Common Elements, must receive prior written approval from the Board of Directors. **No work may begin until written Board approval has been granted.** This includes landscaping improvements, satellite dish installations, etc. In addition, structural changes affecting the interior walls, floor, and attic, wiring, plumbing or ventilation systems must be pre-approved.
2. **Administrative Procedure:** Owners seeking approval must submit their request in writing (See Exhibit F) and include a completed Responsibility Waiver (Exhibit G). This request should be forwarded to the management company. If the request is routine and complies with the Architectural Standards the management company will approve it and the owner will be notified in writing of the approval. If the request is not routine, the owner will be notified and the Board of Directors at its next scheduled meeting will consider the application.
3. **Enforcement:** The management company will serve notice to an owner whom is not in compliance with the Architectural Standards. This includes failure to obtain written permission prior to any work. The Village of Richmond may also enforce village ordinances. **Unauthorized architectural modifications are subject to fines and those units may need to be returned to the original condition at the owner's expense.**
4. **Permits:** Depending on the nature of the modification, building permits may be required by the Village of Richmond. Owners are responsible for obtaining the proper permits.
5. **Restrictions:** No modification can be made to any drainage swale that would interfere with its intended design.
6. **Heating/Air Conditioners:** Heat/air conditioning units are installed in each unit. Additional window air conditioners are not permitted. Maintenance is a homeowner responsibility. Outside winter covers may not be installed on the exterior of the unit at any time. This must be done from the inside of the unit.
7. **Satellite Dishes and Antennas:** Satellite dishes and antennas are not permitted if they are visible anywhere from the Common Elements except as provided in Chapter 12.
8. **Bedding Areas:** The bedding areas that surround each building are considered Common Elements and may not be landscaped without prior approval of the Association. An Architectural Landscape Request (Exhibit F) is required to be approved by the Board of Directors before any change may be made.
9. **Balconies/Patios:** Concrete patios are installed on all ground level units. Balconies have been installed at all second and third floor units. No modification or alterations are permitted to the balconies railings or patios. They may not be decorated (other than with seasonal decorations), fenced, adorned or altered without prior approval. Awnings or shades are not permitted to be installed on the patio or balcony without prior written approval. Clothing sheets, blankets, laundry, beach towels and other similar objects shall not be hung out

or exposed on the balconies or patios. Only seasonal items such as lawn furniture may be stored on the balconies and patios. Gas grills are permitted on the balconies and the concrete patios. Patios and balconies cannot be used as pet walks and should be kept clean, orderly and free from clutter. Hanging fixtures or attachments may not be hung by the penetrating the siding and may not be installed on the outside of the balcony railing or suspended overhead from above the railing where they may fall and injure a person or property below. The homeowner is responsible for patio and balcony maintenance.

11. **Unit Doors:** Each unit door is defined as a limited common element. The Association will paint the outside surface of the door. Unit owner is responsible to: maintain, conform and replace as needed, the door and lockset.
12. **Fencing:** Permanent fencing is not allowed in the Common areas.
13. **Garden:** Vegetable gardens are not allowed. Vegetables may be grown in pots provided they are located on the balcony or patio are of the unit. Care must be taken as to prevent water from dripping to the balcony or patio below when watering.
14. **Grills:** Gas grills are permitted but must be stored on the patio or balcony only. Charcoal grills, fire pits, tiki torches, or chimneys may not be operated on the balcony, patio or common ground because these items are potential fire hazards. Please observe all safety practices recommended by the manufacturer when operating your grill.
15. **Hoses:** No water hoses are to be used outside the condominium unit without prior approval from Lakes Property Management. Garden hoses must be stored neatly and cannot be draped over any bushes, shrubs or the like.
16. **Landscaping:** Owners may not install additional landscaping in the Common Elements at their own expense without written permission from the Association prior to any planting in the Common Element. (See Exhibit F)
17. **Lights:** Malibu lights are not allowed to illuminate front walks and patio areas. In ground spotlights are not allowed.
18. **Mailboxes:** The Association will maintain the mailboxes. However, each owner is responsible for the key to their mailbox.
19. **Ornaments:** Lawn ornaments and decorations such as bird houses or feeders and wind chimes are not permitted in the Common elements. Small ornaments are permitted in the bedding areas next to the patio. The Board reserves the right to determine the suitability of any ornament.
20. **Toys and Equipment:** Toys and portable sporting equipment may not be used in the Common Elements. No toys or equipment may be left outside. No swing sets, jungle gyms, sand boxes, etc. are allowed. Temporary structures such as tents, canopies, etc. must have prior Board approval.
21. **Signs:** No "For Sale" signs will be permitted in a window or on common grounds, including front and rear entry of any building.
22. **Structural Modification:** Nothing may be done which will impair the structural integrity of any building or which would structurally change the building.

23. **Windows:** No material shall be used as a window or door covering that is not commercially considered to be a curtain, drapery, shade, shutter or blind. The covering should be white, light beige, or a natural wood as viewed from the outside and be clean, neatly hung and in an undamaged condition. Temporary coverings may be used for a maximum of eight (8) weeks after first moving into a unit. It is the unit owner's responsibility to have all screens and windows in working order.
24. **Bird Feeders:** Feeders are not permitted on common grounds.
25. **Decorations:** Seasonal decorations and hardware or lighting may be installed no earlier than one (1) month prior to the holiday and must be removed with one (1) month after the holiday, weather permitting. Birthday or birth announcements are allowed but must be removed after two (2) weeks. No hardware is allowed to be attached to the siding or brick of any building. Any holes made in wood trim from installing hardware must be filled and painted when the hardware is removed. Any damage caused by the installation of seasonal decorations that the homeowner fails to repair will be repaired by the Association and charged to the homeowner.
26. **Flags:** Holiday, seasonal and American flags are permitted, subject to approval by the Board of Directors. The flags must be kept in good condition and may not be faded, torn or hung improperly to its fastening or display.

Chapter 3 - Assessment Policy

1. **General:** The Association is funded by an annual assessment that is required to be paid by each member. This assessment is paid in twelve (12) monthly installments throughout the year provided payments are made in a timely manner. Payments received will be applied to the oldest outstanding balance.
2. **Due Date:** The monthly installments are due on the first (1st) of each month. Installments will be considered paid on time if they are received by the fifteenth (15th) of the month in the management office or depository or postmarked by the thirteenth (13th) of the month.
3. **Late Charge:** A late charge of twenty-five (\$25.00) dollars will be assessed to an account if there is an unpaid balance after fifteenth (15th) of each month. This unpaid balance may include assessments, previous late charges, fines and other amounts due to the Association under the By-Laws and rules that have not been paid. Late charges will not be made against previously unpaid late fees.
4. **Acceleration of Assessments:** If any monthly installment is not paid within sixty (60) days after it is due, the Board has the authority within five (5) days written notice, to accelerate all of the remaining installments for the year and require the total amount to become payable and due.
5. **Returned Check Charge:** If any check written to the Association is returned by the bank for any reason, a twenty-five (\$25.00) dollar NSF administrative fee, in addition to a late fee will be assessed directly against the owner's

- account. After the second (2nd) offense within a twelve (12) month period, only cash or certified funds will be accepted.
6. **Collection:** The Association reserves the right to initiate collection proceedings at such times as the Board deems appropriate against an owner that is thirty (30) days or more delinquent. All court costs, related attorney fees, administrative and related costs associated with the collection process will be charged against the owners account.
 7. **Violations:** Any fines assessed by the Board for violations of the Declarations, By-Laws or the Rules and Regulations must be paid within thirty (30) days from the date the homeowner is advised by the Board of their decision. Failure to make the payment for violations on time shall subject the homeowners to all the legal or equitable remedies necessary for the collection thereof. All charges shall become a special assessment against the unit and shall be collectable as a common expense in the same manner as a regular or special assessment against the title of the unit.
 8. **Special Assessments:** From time to time the Association may levy special assessments. All of the above requirements also apply to special assessments.

Chapter 4 - Enforcement of Rules

1. **Declaration Provisions:** The Association, management agent or any owner shall have the right to enforce, by the proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, By-Laws and Rules and Regulations. Failure to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.
2. **Fine System:** A violation of any Covenant, Condition, Restriction or Rule shall be subject to a fine and revocation of privileges until the fine is paid and the violation is corrected or as stated in Chapter 13. Any offense not corrected within the required time frame will be considered “an additional” offense and will be handled as set forth in the schedule below. **If any assessed fines are not paid when an owner requests the required assessment letter prior to a sale or refinancing, such a letter will be not be given until the fines are paid.**

The following is the fine schedule:

1st offense	Warning letter and seven (7) days to correct
2nd repeat/uncorrected offense	\$100 per occurrence/disturbance
3rd repeat/uncorrected offense	\$150 per occurrence/disturbance
Subsequent repeat/uncorrected offense	\$200 per occurrence/disturbance plus legal action

The right to modify such fines, penalties and charges shall be the discretion of the Board. The Board reserves the right to add additional costs for the repair of damaged property or goods due to the violation(s).

3. **Procedural Rules:** If an owner is accused of an alleged violation of any of the provisions of the Declarations, By-Laws and/or Rules of the Associations, the following shall occur:
 - A. The owner shall receive a written warning letter identifying a violation and the requesting compliance with the identified rule. The notice will be sent via First Class Mail, and may be issued by the Property Manager or the Association's attorney;
 - B. If a second violation has occurred, an "Intent to Fine" form similar to "Exhibit D" will be issued by the management office. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the management company requesting a Hearing with the Board of Directors. The protest must be in writing and it must be received by the Association within fourteen (14) days after the date of the "Intent to Fine";
 - C. Should no protest be filed within this time frame, the allegations of the "Intent to Fine" shall be considered true and taken as if confessed;
 - D. Should a protest be filed, a Hearing on the matter shall be scheduled with the Board of Directors no later than eight (8) weeks after receipt of the written protest. Notice of the date, time and location of the Hearing will be sent via First Class Mail;
 - E. At the Hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination. The decision of the Board's determination will be mailed to the owner on a "Notice of Determination" form similar to "Exhibit E"; and
 - F. Payment of any fines assessed under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time.

Notices are deemed made when deposited in the US mail, postage prepaid to the owner. Owners are responsible for violations and fines caused by their tenants, relative and guests.

4. **Payment of Fines:** Any owner fined under this policy shall pay all charges within thirty (30) days of the notification that such charges are due. Failure to make the payment within this time shall subject the owner to all of the legal or equitable remedies necessary for the collection of same, including Forcible Entry and Detainer. *All subsequently received payments will first be applied to the oldest balance unpaid as of receipt.*
5. **Repeat Offenses:** Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action including injunctive relief, Forcible Entry and Detainer and/or filing a lien. All reasonable attorney's fees and costs incurred will be charged back to the owner's account. This is not intended to limit in any way the Association's

rights under the Declarations to resort to any such remedies in the case of a single or non-continuing violation.

6. **Additional Demands:** Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Illinois Not for Profit Act, the Declarations and By-Laws, the Rules and Regulations of the Association and the Illinois Condominium Act.
7. **Additional Action:** The remedies in this policy are not exclusive and the Board may, in addition, take any action provided in the Declarations and By-Laws to prevent or eliminate violation thereof or of the Rules and Regulations. The Board does not undertake any responsibility to take corrective action. However, the Board in its sole discretion has the authority to remove or correct any violation, upon delivery or posting of notice, in an emergency situation that poses the potential for damage to persons or property. Any costs for correcting such violation will be charged to the owner.
8. **Owner's Document:** At the closing of the purchase of a home, each owner was provided with one copy of the Declarations of Condominium Ownership and the By-Laws. The Rules and Regulations are provided by your Association. Additional copies may be purchased from the management agent at an additional cost. It is the responsibility of owner who leases their unit to ensure their tenants have a copy of these documents also.
9. **Declarations and By-Laws:** Rules, regulations, restrictions and covenants contained in the Declarations and the By-Laws are incorporated as part of these Rules and Regulations and are subject to enforcement in accordance with this policy.

Chapter 5 - Garbage Collection

1. **General:** Garbage collection is contracted by the Association. The program also includes resident participation in a recycling program.
2. **Responsibility:** Each owner is responsible for conforming to the requirements of the refuse hauler.
3. **Placement:** Garbage may not be placed outside the trash compactor and recyclables may not be placed outside the recycle containers. All uncollected items shall be returned inside the unit by 10 P.M. on the day of collection if it is not acceptable by the rubbish hauler. Additionally, residents may not place any garbage or recycling outside their unit in the common hallway, patio or balcony.
4. **Appliances/Electronics:** Appliances, Electronics or other large items will not be picked up by the waste hauler. You will need to schedule a special pick up with a vendor of your choosing, at your cost.
5. **Recyclables Dumpsters:** The Recycle dumpster is located behind the Cunat Clubhouse/Office. Follow the rules identified on the recycle dumpster for recycling.
6. **Dumping:** **Dumping of any bulk items is NOT PERMITTED at anytime.** Bulk items include but are not limited to; furniture, mattresses, construction debris etc. If a resident observes this behavior, please contact the Village police immediately with the license number and vehicle description and call the management office. Dumping on the property will result in a \$500.00 fine.

Chapter 6 - Insurance

1. **General:** The Association obtains and maintains policies of insurance covering the property, general liability for the common grounds, its officers and contractors or agents. Coverage is provided for the following areas:
 - A. General Liability & Property Damage;
 - B. Directors and Officers Liability Coverage;
 - C. Workman's Compensation Coverage; and
 - D. Fidelity Coverage.
2. **Owners Insurance:** Each owner is required to maintain at his/her own expense replacement cost insurance coverage with an insurance value equal to the replacement cost of their personal property, floor covering, and upgrades made to the home (commonly referred to as a HO6 policy). Contact your insurance agent or broker to determine what is best for the upgrades and improvements you have made, your contents, and personal liability insurance.
3. **Additions and Improvements:** The Declarations does not require that the Association obtain coverage for Additions and Improvements within a unit. It is suggested that owners review their policy and add endorsements to their own coverage for additions and improvements that may be appropriate. Examples of additions and improvements include carpeting, wallpaper, paneling, mirrored walls, etc.
4. **Restricted Areas:** Authorized Association personnel only are permitted on the roof, in the attic and utility rooms.
5. **Accidents:** Accidents on the common property involving personal injury or property damage should be reported to the managing agent as soon as possible by anyone involved in or witnessing the accident or discovering its effects. If there is a personal injury or a vehicle accident, call 911 or the police immediately.
6. **Hazardous Use and Waste:** Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the Building. No waste shall be dumped or stored in the Common Elements.

Chapter 7 - Limitations, Use and Occupancy Restrictions

1. **Mandatory Heat and Water Policy:** Between October 1st and March 30th it is mandatory that all residents must have their heat on and set to middle ambient temperature (equivalent to 60 degrees.). Additionally, residents are required to shut off the water supply to their unit when they are gone for more than 48 hours. It is recommended to turn off the circuit breaker to the water heater and open the cabinet doors below the kitchen and bathroom sinks to prevent freezing pipes. The water supply valves can be found in the utility room located above the water heater. If you have any problem locating the valve, please contact Lakes Property Management. Failure to turn 'on' heat and shut 'off' water and a leak will result in owner being held responsible.

2. **Commercial Activities:** No industry, business, trade, occupation or profession of any kind is allowed in any unit.
3. **Hard Floor Covering:** Per the Declarations, hard surface materials (hardwood flooring, ceramic tile, etc.) are not allowed to be installed replacing carpeting on all second or third floor units due to the sound transfer to the unit below. Exceptions to this rule may be presented to the board for approval prior to any modifications. Flooring using underlayment with Sound Transmission Class (STC ratings) comparable to carpet may be considered.
4. **Garage Sale:** Garage sales are not permitted without Board approval.
5. **Nuisances:** No noxious or offensive activity will be permitted in any unit or anywhere on the property. Nothing shall be done either willfully or negligently which may become an annoyance or a nuisance to any owner or resident.
6. **Pets: Pet owners must abide by all Village, County, and State Laws regarding their pets, with all required vaccinations and licenses remaining current at all times.** The following restrictions apply to all animals on the property:
 - A. **Types:** A maximum of two (2) household pets are permitted provided they are not kept, bred or maintained for any commercial purposes. **DOGS WEIGHING THIRTY POUNDS (30 LBS.) OR MORE ARE NOT PERMITTED.** Livestock, cattle, poultry, swine, rabbits, reptiles or Vietnamese pot belly pigs are not permitted;
 - B. **Defecation: Pet owners are responsible for cleaning up after their own pets and all defecation must be picked up immediately.** Absolutely no defecation is permitted at any time on the Common Elements or Limit Common Elements. This includes balconies and patios and the immediate area in front or to the side of your patio. Any dog related damage to the common area shall be the homeowner's responsibility to repair in a manner approved by the Board;
 - C. **Leashes: Pets must be leashed when outdoors and must be supervised by a responsible individual.** Bushes, trees or shrubs may not be used as tethering bases. No pet staking allowed, including on the patio, balcony or other common area;
 - D. **Removal:** Any pet causing or creating a nuisance or unreasonable disturbances shall be permanently removed from the property upon three (3) days written notice from the Board of Directors;
 - E. **Designated Dog Walk Locations:** Dogs may be walked only on the east side of the garages between the 500-510 and 400 buildings and behind the 300-350 buildings near the walk path. Dog trash cans have been placed near the dog walk areas to be used for disposal of dog feces; and
 - F. **Tenant Restrictions on Harboring Dogs. As of July 1, 2012, new tenants are not allowed to have dogs.**
6. **Residential Use Only:** No part of the property shall be used for anything other than housing, parking and related common purposes for which the property was designed. Each unit shall be used as a residence for a single family home and for no other purposes.
7. **Snowmobiles, ATVs or motorized recreational vehicles:** All are prohibited on the Common Grounds at all times.
8. **Storage:** Storage of material outside the buildings is not permitted. Snow plow blades, trailer, spare tires, ladders, garbage cans, wheel barrels, construction equipment or debris, recycling containers, bicycles, wagons, children's pools and portable basketball hoops and any other items such as

determined from time to time by the Board of Directors may not be stored outside. Storage (except for vehicles) is defined as anything left overnight. Storage of personal property (i.e. skateboards, roller blades, bicycles, shoes or toys) in any common hallways areas is not permitted in accordance with fire department regulations.

9. **Unsightliness:** No clothes, sheets, blankets, laundry or article of any kind shall be hung out or exposed on any part of the Common Elements. Owners are responsible for keeping the Common Elements free and clear of rubbish, debris and other unsightly material. Newspapers are not allowed to be left on the ground or in the entry lobby. If you are going to be away for any length of time, please make arrangements with a neighbor or friend to pick them up or please put a stop on you delivery.
10. **Vehicle Repairs:** Vehicle repairs may only be performed in the garage and are prohibited from being done on the driveway or parking lot unless it is an emergency service. Emergency repairs performed outside of the garage may not render a vehicle inoperable for more than one (1) day. Residents are restricted to repairing only their own vehicles. The owner will be responsible for any damage caused by oil or gasoline spills. Oil can permanently damage the asphalt requiring removal of the damaged area and replacement. The cost of the repair will be charged to the responsible homeowner.
11. **Children:** Children shall not play in the building, driveways, or anywhere in or around the building unsupervised where they may endanger themselves or unnecessarily disturb other residents. Skate-boarding and rollerblades are prohibited on the common ground.
12. **Solicitation:** Solicitation of residents for other than Association purposes is not permitted. Any type of literature in the common property which is for commercial, religious, education, or other purpose is not permitted except through the US Postal Services.
13. **Smoking:** Smoking in the hallways, lobby or stairwells is not permitted.
14. **Numbers:** The number or individuals residing in a unit at any one time shall not exceed two (2) people per bedroom unless all individuals are member of a single family such as would be entitled to protection under the Illinois Human Rights Act. **Notwithstanding, this limitation shall apply only with respect to units conveyed or occupants under a Lease entered into subsequent to the adoption of these Rules.**

Chapter 8 – Maintenance

1. **Association's Obligation:** The Association is responsible for the maintenance, repair and replacement of the Common Elements. Refer to Maintenance Guideline Chart.
2. **Owner's Obligation:** The Owner is responsible for all maintenance, repairs and replacements within each individual unit. The items that fall into this category are also on the Maintenance Guideline Chart.
3. **Damage:** Every owner is individually responsible for the total cost of any repairs, maintenance or replacement to the Common Elements, Limited Common Elements, Units or Personal property resulting from damage caused

- by their pets, the own act or neglect. The owner is personally responsible for the conduct of his/her invited guests, tenants, invited guests of the tenants and all animals belonging to any of these parties. The Board reserves the right, after serving written notice, to arrange for repair of these damages and to charge the cost for the repairs against the owner's account.
4. **Landscaping:** The Association provides landscaping services from mid-April to November. All turf, trees, shrubs, and plants are covered under this service. Additions or removal of trees, shrubs, or sod must be approved by the Board prior to doing so. Any approved annuals must be removed at the end of the growing season but no later than November 1st. No climbing or trellis plantings are allowed, unless approval has been granted by the Board. Maintenance of approved homeowner installed planting, of any type, is the responsibility of the homeowners unless otherwise indicated in this document. It is the responsibility of the homeowner to locate and avoid interference with underground utilities.
 5. **Excessive Traffic to Common Lawn Area:** Owners or their renters on the first level of a building using common areas of the lawn as entry ways and/or walkways continuously and excessively to enter or exit their unit through the patio are responsible for any damage caused to the lawn or sod. An example of abuse would be a mud or dirt path or trail in the lawn leading immediately adjacent to a unit's concrete slab. This is an obvious indication of excessive traffic. *The necessity for this provision is to maintain and preserve the condition of common lawn area, due to the negligence of some residents or renters, and to prevent abuse of the lawn area so as to retain property value. This is an important issue for all property owners.*
 6. **Snow Removal:** The Association provides snow removal service from mid-November to mid-April. Areas that are cleared include the front walks, driveways and the general parking areas. Ice melt is applied to all paved surfaces on an as needed basis. A bucket of ice melt will be provided for residents to use to treat local icy areas. Under no circumstances should rock salt be applied to any concrete surface. Only calcium chloride or other ice melt type compounds may be used. Rock salt destroys concrete surfaces and drastically shortens its useful lifetime.
 7. **Water Spigots: No water hoses are to be used without prior approval from Lakes Property Management.**
 8. **Light Fixtures:** The Association is responsible for light fixture maintenance repair of common lights including replacing of light bulbs in the exterior entry light fixtures, parking lot lights and hallway fixtures located in the common area. Homeowners are responsible for the patio light bulb replacement.
 9. **Patio and Balconies:** Only appropriate outdoor furniture and covered gas grills are permitted. Flower pots are permitted however; they may not be affixed to the building. Residents may not litter or throw dirt, cigarettes, and paper or permit anyone to throw any debris from the balconies or patios. Moving furniture in or out of a unit from a balcony is not permitted.
 10. **Patio Furniture Storage:** Patio furniture must be stored on the owner's patio or balcony when not in use.

Maintenance Guideline

The Association and the homeowners/residents have maintenance responsibilities. In an attempt to clarify those responsibilities, those questions most frequently asked about maintenance responsibilities are summarized below. This is by no means an exclusive list but is provided as a useful guide.

Item	HOA	Owner
Air conditioning and heating units		X
Appliances (Refrigerator, range, dryer, exhaust vents, etc.)		X
Asphalt driveways	X	
Balcony/Patio		X
Chimney flue	X	
Concrete sidewalks and stoops	X	
Doorbell/Intercom	X	
Drywall damage due to settlement or normal wear and tear		X
Drywall damage by roof, window or patio door leaks	X	
Electrical light fixtures (exterior and interior hallway, lobby)	X	
Electrical (interior service panel, interior light bulbs, fixtures, exhaust fans, appliances, etc.)		X
Exterior lobby doors and frames	X	
Exterior painting of wood trim and lobby doors	X	
Exterior beds and bedding areas (and bushes contained herein)	X	
Foundations and support columns	X	
Garage door, panels, handles and locks		X
Garage door openers and hardware		X
Garage lighting		X
Gutters, downspouts and drainage	X	
Intercom/doorbell	X	

Item	HOA	Owner
Interior decorating (paint, wallpaper, paneling, carpet, flooring, tile, drapes, window treatments, cabinets, vanities, etc.)		X
Interior doors, knobs, locks and keys		X
Lawns and landscaping	X	
Mailboxes	X	
Mailbox keys		X
Patios-Concrete		X
Patio door, screen and perimeter door		X
Pest control, animal removal from within a unit		X
Pest control exterior	X	
Plumbing fixtures and pipes within the individual unit		X
Roofs, siding and vent caps	X	
Unit entry door		X
Water heater (vents, plumbing, etc.)		X
Exterior water spigots	X	
Windows, glass surfaces and screens		X

Chapter 9 - Noise

While the building is to a degree soundproof, noise travels through the unit walls into other units. As a courtesy to you neighbors:

1. Turn your stereos, TV's and radios down between the hours of 10:00 p.m. and 9:00 a.m. on Sunday through Thursday and between the hours of 11:00 p.m. and 9:00 a.m. on Friday and Saturday.
2. Do not play pianos, organs, or other musical instruments between the hours of 10:00 p.m. and 9:00 a.m. on Sunday through Thursday and between the hours of 11:00 p.m. and 9:00 a.m. on Friday and Saturday.
3. Volume levels of musical instruments played at permitted times in intervals must be kept at reasonable levels so as not to disturb those living around or near the home.
4. Volume levels of music emanating from motorized vehicles should be self-contained within that vehicle and/or sound volume kept to a minimum within that vehicle before entering community.
5. Noisy parties will not be tolerated. Violators will be subject to the enforcement procedures.
6. Guests attending parties must remain within the unit.
7. Unit owners/residents are responsible for the conduct of guests in the unit.
8. Unreasonable noise or disturbance is not permitted at any time. This includes excessive noise on the patio or balcony.
9. Renovations (hammering, drilling, etc.) should be done between 9:00 a.m. and 6:00 p.m. on Monday through Sunday.
10. Washer and Dryer machines may not be operated after 10:00 p.m. and before 7:00 a.m.

Chapter 10 – Parking

1. **Permitted Vehicles:** Only operating motor vehicles and motorcycles may be parked in the parking lots provided they are registered to a current homeowner or tenant who has a lease on the file with the management company and they are less than eight thousand (8,000 lbs.) pounds gross vehicle weight and are properly licensed and registered with a class "B" designation.
2. **Prohibited Vehicles:** Boats, campers, mobile homes, trailers, canoes, buses, limousine, or snowmobiles may not be parked in the parking lot overnight. Commercial vehicles have lettering or advertising, or vehicles requiring over a "B" license plate may not be parked in the parking lot, without prior Board approval.
3. **Special Situations:** Prohibited vehicles may park in the parking lot only if the vehicle is not registered to a resident or owner and if the purpose is either for making a delivery or rendering a service to a unit (e.g. plumber, moving van, etc.), or if the owner of the vehicle is visiting a resident for a period of time not to exceed three (3) days. Special parking arrangements should be made with the management office. Any vehicle may be parked in a garage provided it does not pose a hazard and the garage door can be fully closed.

4. **Parking Lot:** Vehicles may only be parked in the designated garage or striped parking space designated for our Association. No vehicle can park in a designated parking space which exceeds the designated length or width of the striped parking space at any time.
5. **Lawns:** The operation or parking of any vehicle is prohibited upon the lawns or walks.
6. **Motor Bikes and Motorcycles:** Must have a metal or wood plate under the kick stand when parked on the paved asphalt surface.
7. **Garage Parking:** Residents who have a garage assigned to them are encouraged to park a vehicle in the garage as much as possible and especially in areas where parking is particularly scarce.
8. **Authorized Vehicles:** The maximum number of vehicles allowed per unit may not exceed the lesser of four (4) or the number of related, licensed adults residing in the unit. In the case of unrelated adults, the number of vehicles may not exceed the lesser of two (2) or the number of licensed adults residing in the unit. The vehicle registration for any vehicle in which a tenant is allowed to keep must be in the same name as a tenant whose name appears on the Association approved lease.
9. **Parking Sticker Program:** Due to the shortage of parking spaces, available for both residents and guests, a parking sticker system has been implemented. Residents are allowed a maximum of two (2) resident parking stickers and can purchase additional Visitor Parking Tags. New residents pay \$25.00 for one (1) Resident sticker and one (1) visitor tag. Additional parking stickers or tags can be purchased for \$10.00 each. Residents are required to register all vehicles with the management office and to display the respective sticker on the front window of their vehicle(s). All vehicles must have either a Resident or Visitor parking sticker/tag between the hours of 6 p.m. and 6 a.m. If a vehicle is sold and a new one is purchased, the resident will have one week to request a replacement sticker for their vehicle. Only Residents are allowed to park in front of all buildings between the hours of 6 p.m. and 6 a.m. with the exception of Handicap parking spaces. During this period of time, visitors must park in a designated Visitor parking area or open parking stalls away from the fronts of the buildings. If you have a gathering, and do not have sufficient Visitor Parking Tags, your guests cannot park in front of the buildings and must park in designated Visitor Parking areas or open parking stalls away from the fronts of the buildings. You should contact the management office in writing prior to your gathering and inform them of the date of your gathering and that some of your guests will not have visitor parking tags to prevent ticketing or towing. Be prepared to provide guest vehicle information such as year, make, model, color and license plate number.
10. **Towing Policy:** Vehicles which are not registered, do not have a resident or visitor parking sticker/tag or fail to park in the proper space are subject to being towed. All costs are payable by the vehicle owner. The towing costs may be significant. Although this policy is costly and inconvenient, it is necessary to prevent inconvenience to our residents and guests due to limited parking spaces because abandoned or unauthorized vehicles are taking up parking spaces. Any abuse or misrepresentation of vehicles by a unit owner, tenant or guest shall, at the Board's discretion, result in fines and revocation of parking privileges.

11. **Lost Parking Stickers and Guest/Visitor Tags:** If you lose a parking sticker or visitor tag, there will be a **\$25.00** fee for each replacement.
12. **Garage Doors:** Garage doors must be kept closed when not in use. No exterior modifications or alterations of the garage door are permitted. Damaged garage door panels must be repaired or replaced promptly by the owner.
13. **Automobile Repairs:** Minor repairs on automobiles are permitted while inside the garage provided repairs are made between 8:00 a.m. and 10:00 p.m.
14. **Inoperable Vehicles:** Inoperable vehicles or unlicensed vehicles are not allowed to be parked in and may not be left parked in the parking lot for more than seven (7) consecutive days during the summer or more than forty-eight (48) hours during the winter. If a resident plans to be away for a longer period, arrangements should be made with the management office.
15. **Snow Removal:** Vehicles must be moved for snow clearance. The snow will be plowed to the main access driveways. Then parking spaces will be cleared. Residents must move their vehicles to permit snow removal clearance.

Chapter 11 - Sales

1. **Sales:** All owners are responsible for notifying the management company of their intent to sell and for requesting an assessment letter. This letter is required at closing in order to demonstrate to the title company that the Association does not hold any liens against the property.
2. **Service Charge:** The Association and management agent reserve the right to charge owners a processing fee for all sales, leases and requests for refinancing.
3. **Signs:** Signs of any kind are not permitted on the common grounds or to be displayed in windows.
4. **Realtor Lock Boxes:** Lock boxes are **not** permitted on any part of the property, with the exception of garages.
5. **Moving:** No items shall be moved in or out of a unit over a balcony.
6. **Parking:** Parking on the lawn is strictly prohibited including when moving in/out or for deliveries.

Chapter 12 - Installation of Satellite Dish

1. **Antenna Size and Type**
 - a. DBS antennas that are one (1) meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one (1) meter is prohibited.
 - b. All Antennas not covered by the FCC rule are prohibited.
 - c. No more than one (1) antenna for each type of service may be installed by an owner.
 - d. The dish must be installed by a professional company providing such service.
2. **Location**

- a. Antennas must be installed solely in the owner's unit or on the balcony or patio as designated by the Association and may not be attached to the walls or railings.
- b. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, that outdoor installation is prohibited.
- c. Antennas must not encroach upon any common elements, any other owner's individual unit or limited common element, or the air space of another owner's limited common element.
- d. If penetration of the exterior exclusive use areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and residences from moisture.

3. **Maintenance**

- a. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
 - i) Place (or replace), repair, maintain, and move or remove antennas;
 - ii) Repair damage to any property caused by antenna installation, maintenance or use;
 - iii) Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
 - iv) Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
 - v) Restore antenna installation sites to their original condition;
 - vi) Owners shall not permit their antennas to fall into disrepair or to become a safety hazard;
 - vii) If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner; and
 - viii) Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.
- b. Safety:
 - i) Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacture's instruction; and
 - ii) To prevent electrical and fire damage, antennas shall be permanently grounded.

- 4. **Antenna/Dish Removal:** Antenna/dish removal requires restoration of the installation location to its original condition. Owners shall be responsible for all cost relating to restoration of this location. *The antenna must be removed prior to close on resale. However, the Board may consider a request by the new owner to assume responsibility for the antenna/dish.*

5. **Notification Process**

- a. Any owner desiring to install an antenna must complete a notification form and submit to the Board of Directors c/o Lakes Property Management. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately; and

- b. If the installation is other than routine for any reasons, the owner and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods.

6. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

Chapter 13 - Leases, Tenants and Non-Resident Unit Owners

1. **Owner Information:** All Owners who do not reside in a unit owned by them shall provide the Board with their permanent residence address along with work and residence phone numbers where they may be reached in an emergency as well as the phone numbers of the possible Tenant(s). Notification is required ten (10) days prior to tenant move in or owners' vacating of the unit if the unit will remain unoccupied, whichever first occurs. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, an Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board, its Agent assigns shall not be liable for any loss, damage, injury or prejudice to the right of any such Owner caused by any delays in receiving notice resulting there from.
2. **Lease Submission Process:** The Association lease submission process does not mean that the Board will do credit checks or evaluation of the credit worthiness of a tenant(s). That is the responsibility of the unit owner. The Association's requirement is based solely on a complete submission of the documents and compliance with the list of documents identified in this section as stated below. The determination either by the Board of Directors or its designated agent is required **PRIOR TO MOVE IN** by the tenant(s). A complete submission shall be predicated on the following criteria only and favorable determination shall not be unreasonably withheld:
 - A. The lease must be in writing, fully executed and shall not be for a term less than one (1) year.
 - B. The lease will have attached to it the following completed documents:
 1. Lease Submission Form (See Exhibit B);
 2. Lease Rider (See Exhibit C) - Both the unit owner and renter(s) must sign the rider to the lease indicating they have read and agree to abide by the Association's Rules and Regulations;
 3. The Lease must contain a provision which prohibits subletting;
 4. Proof of tenant's Renter Insurance Policy; and
 5. Payment for the Administrative set-up charge.

The Board of Directors or its designated agent shall have fifteen (15) days from the day the lease is received in which to confirm a complete submission and failure by the Board to act within fifteen (15) days shall be deemed acceptable. If the application is incomplete in any area, the owner will be notified (at the address listed on the lease application, if included, or the address of the rental unit if the Owner(s) address is omitted from the application) so the application may be corrected. The Board will then have

fifteen (15) days from the time the resubmitted application is received in which to acknowledge a completed lease submission. The tenant is not allowed to move in until the lease application has been accepted, even if the application was resubmitted due to incompleteness.

Submittal of the lease by the unit owner and Association notice of acceptance or unacceptability in accordance with the above procedure is required to be made by US Mail. The Board or designated agent shall note the date received and that date will be the basis on which the fifteen (15) day approval or disapproval time requirement will be met.

3. **Penalties:** In the event of a violation contained in this chapter, the Board shall have authority to impose a fine in accordance with the established fine provisions for rule violations upon the unit owner. In addition, at the Board's discretion, an additional fine of ten (\$10.00) dollars per day may be imposed from the date of the violation until the violation is corrected or abated.

In addition to the imposition of a fine as set forth above, the Board shall have all rights otherwise available to common interest of the Association as set forth in the Forcible Entry and Detainer Act including, without limitation, Section 5/9 - 104.2 of the Forcible Entry and Detainer Act.

In addition, to the above, all expenses incurred by the Board, to include reasonable attorney's fees, in connection with any violation under these Rules, will be assessed to the unit owner as a common expense.

4. **Set-up Charge:** A one-time non-refundable administrative set-up charge of seventy-five (\$75.00) dollars shall be submitted to the Association by the Unit Owner for **each new tenant**. This fee is required to offset the anticipated costs of the Association relating to processing the lease application and establishing files and records relating to the lease. This will also include sending a copy of the Association rules to the tenant.
5. **Monthly Administrative Charge:** The Association shall charge the unit owner for administrative costs which it incurs or expects to incur related to the monthly administrative duties of leased units. The fee is imposed to offset expenses incurred by the Association to maintain records of all tenants in the complex, mail notices **and administrative costs to manage the association landlord/tenant program**. While this cost may change over time, the fee is currently set at **five (\$5.00) dollars** per month. This cost is considered as part of the owner's monthly assessment. Failure to comply shall be deemed both a default of the tenant's lease and a default of the unit owner's monthly assessment.
6. **Immediate Family Members:** Should the unit owner not reside in the unit but allow an immediate family member to occupy it, the unit owner is required to inform the Board and Managing Agent in writing and provide a completed information form (Exhibit B) stating the name, phone numbers and vehicle information of the immediate family member. The set-up fee will be waived. However, the monthly fee will apply.
7. **Lease Termination:** The Association must be notified within ten (10) days of termination of the lease. It is the owner's responsibility to maintain proper operation of all utilities in a vacant unit to prevent damage to common elements or other units.

Exhibit A

Kensington Manor of Richmond Condominium Association

**Notice of Intent to Install Satellite Dish on
Individually-Owned or Exclusive-Use Area**

Unit/Home Owner(s): _____

Address: _____

If rented, tenant's name (Additional Requirement: attach copy of owner's written permission):

Telephone (Day): _____ Telephone (Evening): _____

Type of Antenna: _____

Direct broadcast satellite _____ 18-inch _____ other _____ size

Company Performing Installation:

MOUNTED ON TRIPOD ONLY & NOT ATTACHED TO OR INSTALLED ON
COMMON AREA

Identify Installation Location: Patio _____ Balcony _____

Date installation performed or planned:

Please indicate the method of installation:

Will the installation be in compliance with all Association guidelines, which include manufacturers' guidelines and applicable building codes: Yes _____ No _____

If no, please provide three (3) days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for a non-routine installation. A list of preferable days and times is attached.

Signed: _____ Date: _____

Exhibit B

**Kensington Manor of Richmond Condominium Association
Lease Submission Form**

Dear Sir or Madam:

As part of the leasing or rental of you unit in The Kensington Manor of Richmond Condominium Association it is necessary that certain information be provided in order to allow the Board to effectively protect the Association's rights and interests pursuant to the Declarations and By-Laws and Rules and Regulations governing the property. Consequently, we ask that you insert dates and signatures where required and complete this information as part of the leasing of the unit.

The completed Approval Form, a copy of you proposed lease, the Rider to the Lease and one-time set-up fee of seventy-five (\$75.00) dollars (make the check payable to the Association) must be forwarded to the Property Management Company in order for the Board of Directors to make a decision.

Rental Property Address: _____

Date Possession Promised: _____ Date Lease Expires: _____

Owner Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Name of Tenant(s): **List each person will reside in the unit.**

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Vehicle Make _____ Model _____ License Plate #: _____

Vehicle Make _____ Model _____ License Plate #: _____

Do not complete the section below this line. For Association use only.

LEASE APPLICATION COMPLETE _____ INCOMPLETE _____ (Check One)

_____ **Date:** _____

If incomplete, describe what is needed to complete the submission on reverse side.

Exhibit C

**Kensington Manor of Richmond Condominium Association
Rider to Lease**

The rider is added to the attached lease in accordance with the Rules and Regulations of The Kensington Manor of Richmond Condominium Association. By this rider, the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto shall be subject in all respects to the provisions of the Declarations, By-Laws and Rules and Regulations of the aforesaid Association, any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of the Kensington Manor of Richmond Condominium Association shall be a third (3rd) party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any such default. No rights of said Board of Directors shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

By our respective signature(s) below, I/we acknowledge that we have received a copy of the Declarations, By-Laws, and Rules and Regulations of The Kensington Manor of Richmond Condominium Association and that we have read this Rider and understand its content and agree to be bound by it.

Lessor

Lessee

Lessor

Lessee

Date: _____

Exhibit D

**Kensington Manor of Richmond Condominium Association
Notice of Intent to Fine**

To: _____ Date: _____

You are hereby notified, as the owner of the above address, that you are cited with the following violation(s) of the Association’s Declarations, By-Laws and/or Rules and Regulations.

These actions occurred _____ at _____ and are described as follows:

This is the (first/second/third) time you have received a Notice of Violation for this matter. Previous notices were sent on _____.

If you wish to protest this notice and believe the details are unjustified you must take the actions outline in the Association’s Policy and Procedures Regarding Enforcement. These details are found in the Rules and Regulations.

You may request a hearing by signing, dating and returning this notice within fourteen (14) days to Lakes Property Management at the address below. The hearing is your opportunity to present your side of the issue to your Board of Directors. After your request has been received, you will be notified by mail of the date, time and location of the hearing. Hearings are normally held at the next scheduled meeting of the Board of Directors.

If you fail to request a hearing or if you fail to appear at a hearing once it has been scheduled, you will be found guilty by default. Any fines, charges, costs, expenses and legal fees associated with this notice may then be assessed against you and added to your account.

I/We request a hearing with the Board of Directors on the above matter.

Signature

Date

Kensington Manor of Richmond Condominium Association
%Lakes Property Management
910 Wells Street
Lake Geneva, WI 53147

Exhibit E

**Kensington Manor of Richmond Condominium Association
Notice of Determination Regarding Violation**

To: _____ Date: _____

You were sent a Notice of Violation dated _____ regarding an alleged violation of the Declarations, By-Laws or Rules and Regulations of the Association. The Board of Directors considered the complaint on _____ and reached the following determination.

_____ You did not request a hearing and you waived your right to address the Board.

_____ You did not request a hearing but chose instead to respond to the Board in writing.

_____ You did request a hearing but failed to attend as scheduled.

_____ You attended the hearing and discussed the alleged violation.

_____ You were found not guilty and no action will be taken.

_____ You were found guilty and no action will be taken. If a similar violation(s) occurs in the future, it will be considered a subsequent violation and processed accordingly.

_____ You are directed to correct the condition resulting in the violation(s). This must be completed by _____. *It is the owner's responsibility to notify the Association upon completion. A fine of five (\$5) dollars per day will be assessed against your account for each day that the condition is not corrected after the above deadline.*

_____ *Damages, expenses and administrative charges in the amount of \$_____ have been assessed against your account. Payment is due within thirty (30) days.*

_____ *Legal expenses in the amount of \$_____ have been assessed against your account. Payment is due within thirty (30) days.*

_____ *Damages have occurred or an Architectural Violation exists. You are directed to repair or correct the violation at your own expense by _____.*

_____ *The violation(s) is a second (2nd) or subsequent offense. The Association attorneys have been instructed to inform you that legal proceedings will be instituted if further violations of this nature occur. All expenses resulting from this notification and subsequent violations will be assessed directly to your account.*

***This decision by the Board of Directors is binding and final.
The Kensington Manor of Richmond Condominium Association.***

Exhibit F

**Kensington Manor of Richmond Condominium Association
Architectural/Landscaping Improvement Request Form**

Name: _____ Date: _____

Address: _____

Phone Number: _____

Nature of Improvement:

Plans and specifications of all improvements must be submitted and attached to the application to show location and dimensions.

I /We, the undersigned, do hereby acknowledge that I/we are the owner(s) of the above referenced home and understand the rule concerning the proposed improvement. We agree to abide by the rule set forth by the Board of Directors and will be solely liable for the upkeep maintenance on the improvement.

Signed: _____

_____ For Office Use Only _____

Committee: Approved: ___ Disapproved: ___ Date: _____

Reasons or Conditions: _____

Board: Approved: ___ Disapproved: ___ Date: _____

Reasons or Conditions: _____

Association Representative Signature: _____

Note: Attached the responsibility waiver with this request.

Exhibit G

**Kensington Manor of Richmond Condominium Association
Responsibility Waiver for Exterior Variations**

I/We hereby agree to obtain all necessary building permits and to comply with all applicable building codes and complete the change and/or improvement within thirty (30) days of approval.

I/We hereby agree to comply with all the Association Declarations, By-Laws and Rules and Regulations in respect to this Architectural Change and/or improvement.

I/We hereby agree to indemnify and hold harmless the Association, its unit owners, member of the Board of Directors, employees and management agent from all losses, damage, liability, judgments, court costs, attorney’s fee, and interest of any other costs or penalties arising out of this change or improvement.

I/We hereby understand that I/we hold responsibility for the future upkeep and maintenance of this change or improvement.

I/We hereby agree to permit the Association access to my property for purpose of inspection of the change and/or improvement(s) in order to ensure compliance with the Associations Declarations, By-Laws and Rules and Regulations.

I/We hereby agree that failure to comply with any of the above requirements may result in revocation of the approval of my changes and/or improvements and restoration of the facilities to a condition the existed immediately before approval. All necessary costs and expenses associated with this restoration will be at my expense, included but not limited to construction costs and consequential expenses such as attorney fees, court costs, permit fees, etc. Notwithstanding any to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair the changes and/or improvements should it fall into a state of disrepair which is not corrected within fourteen (14) days of written notice to me. All costs connected with such repair shall be charged to my assessment account and be subject to the collection methods authorized by the Declarations, By-Laws, Rules and Regulations and the laws of the State of Illinois.

I/We hereby agree and understand that approval of my application shall be binding on all successors, devisee, heirs, assignees and transferees of my property. I/We further agree to inform them of the terms and conditions contained in this waiver.

Owner Signature/Date

Owner Signature/Date

Unit Address

Type of Change(s) and/or Improvement(s)