

THE KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

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SECTION 1 INTRODUCTION

RULES AND REGULATIONS SUMMARY

The enclosed Rules and Regulations are designed to make living at the Knolls of Huntington pleasant and comfortable for all members of the homeowners' association. The Knolls of Huntington has governed an elected board of directors from the community. The Rules and Regulations that the Board of Directors adopts is the mutual benefit of all those residing in the association. The cooperation and consideration of each member is vital. The Rules and Regulations provide a guideline and are subordinate to the Declarations of Rights and Covenants and the By-laws of the Knolls of Huntington. The Rules and Regulations of the Knolls of Huntington Homeowners' Association detail owner expectations in regards to their lot and maintaining the lot according to the standards set forth in the Declarations of the association. If these expectations are not met, owners face the possibility of a fine being charged to their account until the matter is corrected.

SECTION 2 GENERAL RULES AND REGULATIONS

a. Temporary Structures (Covenants and Restrictions- Section 4)

No tent, shack, or other temporary building, improvement, or structure shall be placed on the Knolls of Huntington without approval from the board, with the exception of tents erected for children in single-family lots, camping out for play, for an overnight stay, or for a special party/family event .

b. Recreational and Commercial Vehicles (Covenants and Restrictions- Section S)

No trailers (camping/travel), graders, boats, tractors, wagons, buses, motorcycles, motor scooters, trucks that are Class B or higher license plates (except sport utility vehicles and light pickups), . mobile homes, or other vehicles of any type whatsoever shall be parked, stored, placed, or left unattended, permanently or temporarily on any of the single-family residential lots in the Knolls of Huntington, in accordance with the ordinance of the City of Naperville, except in an enclosed garage. Boats, campers, and mobile homes may be parked temporarily for vacation planning, cleaning, eel for up to seven (7) days. Notwithstanding the foregoing, operable automobiles being used by the owners, occupants, and their invitees of any of the residential lots in the Knolls of Huntington may be parked on the owners' driveways and public streets as permitted by law. Inoperable automobiles shall not be parked in t the owners' driveways for more than three (3) days. No repairs or maintenance work shall be done on any of the foregoing or on any automobile other than minor emergency repairs, except in enclosed garages.

c. Signs (Covenants and Restrictions- Section 6)

No sign of any kind shall be erected if not in accordance with the ordinance of the City of Naperville. No sign of any kind shall be displayed to the public view on any lot, easements, or the Commons Area, except those cases listed below:

- a) Builders /remodelers may display one (1) sign of not more than four (4) square feet on a lot or the residential structure during the construction period to advertise;

- b) Any owners or agent thereof may display one (1) sign of not more than four (4) square feet on a residential lot to advertise the lot and residence for sale, for a garage sale on the residential lots and/or common areas;
- c) Signs required for legal proceedings;
- d) Signs in front of homes announcing that an invisible fence is installed on the lot; and
- e) The Association or the board may display one sign at each entrance to the subdivision to announce meeting or other events deemed to be of interest to the neighborhood by the Association or the Board.

d. Household Pets (Covenants and Restrictions- Section 1)

No animals, livestock, or poultry of any kind, wild or dangerous animals, or any other type of animal shall be raised, bred, kept, or cared for on any single-family lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained primarily for any commercial purpose. No kennel or breeding operation will be allowed. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed in the Knolls of Huntington other than on the lot of its owner unless confined to a leash. No animal shall be allowed to run at large. No household pets whatsoever shall be housed anywhere on any of the lots except inside the dwelling unit. Household pets are not to be left unattended outside of homes unless the homes have physical or invisible fences. After ratification of this Declaration, homes where invisible fences will be installed shall be marked with a sign from the installer indicating same to passersby. All homes with existing invisible fences shall have a sign indicating the presence of such a fence to passersby. The Board recommends that all other homeowners with invisible fences place a sign at the front of their property indicating the presence of an invisible fence on their lot. It is the pet owner's responsibility to comply with the Naperville Lease Law and Nuisance Law. Cleaning up after the pet is the pet owner's responsibility, both on his/her own property, property of any neighbor, the easements, or the Common Area property.

e. Satellite Dish/ Antennae/ Towers (Covenants and Restrictions- Section 8)

No exterior television antenna, radio antenna, satellite dish, or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation which is visible from the exterior of the residence shall be erected, installed, maintained or used on any single-family residential lot in the Knolls of Huntington unless such device is erected, installed, maintained, and used in full compliance with the Telecommunications Act of 1996, or subsequent revisions thereto, regulations promulgated thereunder, ordinances of the City of Naperville, and all of the applicable health and safety codes and regulations.

Any such device shall be located to the rear of the roof ridge line, gable line, or center line of the principal dwelling structure, if attached to such structure, and shall be located to the rear of the rear wall of the principal dwelling structure if it is a free-standing device; and no such device shall be permitted to extend above the roof of the primary dwelling structure so as to be visible from any street adjoining said lot, unless such location impairs the homeowner's ability to install, maintain, and use such device. (All such devices shall be painted so that they blend into the background against which they are mounted, unless such painting interferes with reception or imposes unreasonable costs.)

f. Pools (Covenants and Restrictions- Section 9)

No above-ground pools of any type, with the exception of small swimming or wading pools for young children that are emptied nightly, and covered spas/ hot tubs shall be erected, installed, or maintained upon any single-family residential lot in the Knolls of Huntington. All in-ground pools must be fenced in accordance with the ordinances of the City of Naperville. Any such fence shall comply with the ordinances of the City of Naperville and must be approved by the Board of Directors of the Knolls of Huntington.

g. Sheds/Storage Structures (Covenants and Restrictions- Section 10)

No, accessory buildings or structures shall be constructed, installed, or maintained on any single family lot in the Knolls of Huntington, with the exception of playhouses or structures for recreational use.

h. Fences (Covenants and Restrictions- Section 11)

In order to preserve the park-like setting, natural quality, and aesthetic appearance of the Knolls of Huntington, no fences shall be permitted except around swimming pools, and required by law. Any fence erected around a swimming pool shall not extend to the front of the home or lot the fenced area may include the entire backyard of the lot, but shall not extend beyond the rear walls of the home. The fence shall be in compliance with the ordinances of the City of Naperville and must be approved by the Board of Directors of the Knolls of Huntington. No cyclone or stockade or chain link fences shall be permitted on any single-family lot in the Knolls of Huntington. Fences that exist prior to ratification of this Declaration on January 8, 2000, shall be considered to have been grandfathered in, except that they shall be maintained in good repair at all times.

i. Condition of Property (Covenants and Restrictions - Section 13)

No unsightly growth, including, but not limited to dead trees, shrubs, and grass, shall be permitted to grow or remain upon any of the single-family residential lots, and no refuse pile or unsightly objects shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in Sanitary and covered containers that must be properly maintained. No odors shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other portion of the property or to its occupants. No trash, garbage, or other waste containers shall be stored, kept or maintained anywhere except within the swelling units or the garages, or appropriately screen from view, on each of the lots, except on such days or previous evenings after 7:00 p.m., as such trash, garbage, or other waste material is to be collected and removed. The Board Shall take into account additional time that may be required by residents for cleanup after storm, floor, and/or wind damage to homes or premises. The term. "unsightly" is here by defined as a condition that detracts from the high quality of life, open spaces, and the park-like setting of the Knolls of Huntington.

j. Unsightly Articles (Covenants and Restrictions- Section 14)

No article or personal property deemed to be unsightly by a III4iority vote of the Association shall be permitted to remain on any single- family residential lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, ladders,

construction materials, and garden maintenance equipment shall at all times, except when in actual use, be kept in garages or screened from view. Service areas, storage areas, compost piles, facilities from hangings, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, glass, plant waste, compost piles, shrub or tree clippings, metals, bulk materials, construction materials, scrap, or trash shall be kept, stored, or allowed to accumulate on any portion of the Knolls of Huntington, except within garages or appropriately screened from view, except that tree clippings and leaves are permitted during the weeks when the City of Naperville is scheduled to pick up such clippings along the streets of the Knolls. The term "unsightly" is hereby defined as a condition that detracts from the high quality of life, open spaces, and the park-like setting of the Knolls of Huntington.

k. Window Air Conditioners (Covenants and Restrictions- Section 16)

No window or wall type air conditioner shall be permitted to be used, placed or maintained on or in any building in any part of the Knolls of Huntington.

l. Sidewalks (Covenants and Restrictions- Section 17)

Each owner shall be responsible for the maintenance and repair of the sidewalk adjacent to such owner's lot and crossing such owner's lot, and shall maintain such portion of the sidewalk in a good condition of repair in accordance with the ordinances of the City of Naperville.

m. Storm Water Drainage (Covenants and Restrictions- Section 18)

Drainage of storm water into the sanitary sewage system shall not be permitted; except however, that swimming pools, spa drains and backwash systems may be temporarily connected to the sanitary sewage system. No septic tank, or other means of sewage disposal system (except where allowed by the City of Naperville ordinances) not connected to the sanitary sewage shall be permitted.

n. Hazardous Activities (Covenants and Restrictions- Section 19)

No activities shall be conducted on any single-family residential lot and no improvements shall be constructed on any lot which are or might be hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, shall be discharged on the lot, and no open fires shall be lighted or permitted except within safe and well-designed fireplaces, with barbecue units, or within open pits while attending and in use of cooking purposes.

SECTION 3- VIOLATION ENFORCEMENT

The purpose of the Enforcement section of these Rules and Regulations is to provide a governing mechanism that establishes the due process rights of a member and a set of procedures that will enable the Board of Directors to reach decisions which will promote the common good of the Association. The Board reserves the right to consider mitigating circumstances when enforcing the Declarations or these Rules and Regulations. However, the integrity of the rules process requires that exceptions be few in number and their basis well documented. Such exceptions shall not constitute a waiver of the Association's right to enforce the Declaration, By-Laws or the Rules and

Regulations in their entirety in the future.

- a. The Board will review each written report of an alleged violation.
- b. The offending Owner will be notified in writing, of the alleged violation. Such notice will state the nature of the violation and the applicable fine for noncompliance.
- c. Should an Owner wish to contest the alleged violation, they must submit a written request for a hearing within twenty-one (21) days of the Violation Notice. The hearing shall then occur at a mutually convenient time with the Board of Directors within fourteen (14) days of receipt of the request for a hearing.
- d. At the hearing, the Owner will be given the opportunity to present any evidence on their behalf. The Board has a right to limit the length of the hearing.
- e. Following a hearing and due consideration, the Board of Directors shall issue its determination regarding the alleged violation. The decision of the Board of Directors shall be made by majority vote, whose decision shall be binding on the Owner and the Association. The Owner will be notified in writing, either by the Board of Directors or the Property Manager, of the final determination.
- f. If the Owner fails to attend the hearing or submit a written request to reschedule the hearing, failure to attend the hearing will result in the allegation(s) being deemed admitted.
- g. If the board determines that the Owner is guilty of the alleged violation; fines(s) will be applied as follows:
 - Fine Schedule:
 1. Notice of Violation-No Charge
 2. First Reminder- \$25.00
 3. If not resolved after 21 days- \$50.00
 4. If not resolved at 42 days- \$100.00
 5. Should the violation not be resolved after 60 days the board will have the violation resolved at the expense of the homeowner.

Knolls of Huntington Home Owners' Association

Application for Architectural Review of Exterior Modification or Addition Instructions

The KOHOA C&Rs, Article X requires owners to submit to the Association Board for approval all proposed exterior additions or alterations to made to their house and / or lot. In order for an Application to be considered by the Board, applications must include detailed information describing the proposed change(s) (plans and specifications including sketches, photos, catalog illustrations, etc. showing the nature, kind, shape, color, dimensions, and materials.) The information provided should include drawings or sketches noting the location of the proposed modification(s) to the property. If possible, include this information directly on a copy of the Plat of Survey.

Please make sure the application is complete. **Applications submitted without the proper information will be considered incomplete and in such cases, the 30-day review period will not commence until all required submissions have been provided.** Homeowners will be notified if their application is not considered to be complete. Other exhibits or missing information may be required to permit adequate evaluation of the proposed change(s). **Submitting an incomplete Application will result in delayed feedback about a project.**

Deliver in either hard copy or electronically, a completed original of the Application and one (1) complete set of attachments for a project to the Association Board President. If you have any questions regarding the required submissions or the application process, please seek guidance prior to submission of an Application.

Description of Project: Describe all proposed exterior improvements or alterations to your lot or home. Applicants are encouraged to make and explain “before” and “after” scenarios. Provide detailed descriptive information (plans and specifications, including sketches, photos, catalog illustrations, color swatches, etc. showing the nature, kind, shape, color, dimensions, materials, etc. about the project)

Provide the overall timeline for the project.

List all documents attached in support of the Application. Identify the descriptive information that is attached such as plans or illustrations (see above). If your project requires a permit from Naperville that has been submitted to Naperville, please attach a copy of your permit application. If a permit is required, but has not yet been submitted, please advise.

PLEASE NOTE: APPROVAL BY THE KNOLLS BOARD IS VALID ONLY FOR ONE YEAR FROM THE DATE OF THE PROJECT'S APPROVAL. PROJECTS MUST BE COMPLETED WITHIN THIS PERIOD.

Knolls of Huntington
Application for Architectural Review of Exterior Modification or Addition
Form

Please see Instructions for directions on how to complete this form.

Date: _____
Name of Homeowner(s): _____
Address of Homeowner: _____
Contact Person to discuss project: _____
Phone Number: _____
Email Address: _____

Brief description of Project: _____

When is project expected to begin? _____
When is project expected to be complete? _____

Does your project comply with City of Naperville building codes? Yes No
Does your project require a permit from Naperville? Yes No

Description of Project: _____

List all documents attached to support the Application

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(Area below Line is for KOHHA BOARD Use Only)

Date received from homeowner: _____ Date response delivered to homeowner: _____

Project is: Approved as submitted, Approved subject to conditions as noted, Not Approved

NOTE: APPROVAL BY THE KNOLLS BOARD IS VALID ONLY FOR ONE YEAR FROM THE DATE OF APPROVAL. PROJECTS MUST BE COMPLETED WITHIN THIS PERIOD.

KOHHA Recommended changes or conditions for approval:

KOHHA Director: _____ Date: _____

KNOLLS OF HUNTINGTON
REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, 20_____ alleging a violation of the Declaration, Bylaws, or Rules and Regulations of Knolls of Huntington Association.

Signature

Owner's Name (printed)

Address

Telephone

To: _____

Date: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On _____, 20____ you were notified of a violation of the Declarations, By-Laws or Rules and Regulations of the Association. Pursuant to the Association rules:

() A hearing was held at your request

() You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation.

After considering the complaint, the following determination has been made and the following action(s) will be taken:

() You were found not to have committed a violation and no action will be taken.

() A violation of the Association's Declaration, By-laws or Rules and Regulations has occurred and a fine in the amount of \$ _____ is now due.

A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED BY YOU.

() Damages, expenses and administrative charges in the total amount of \$ _____ have been incurred by the Association and are now due.

() Legal expenses in the amount of \$ _____ have been incurred by the Association and are now due.

() Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.

() As a result of a second or subsequent violation, we have instructed the Association's attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

KNOLLS OF HUNTINGTON BOARD OF DIRECTORS

By: _____

Title: _____

Address: _____