

Mansions of Naperville
Phase I

RULES AND REGULATIONS

Adopted 1995
Revised 2003
Revised 2006
Revised 2009

March 16, 2009

Dear Homeowners of the Mansions of Naperville - Phase I

RE: Rules and Regulations for the Mansions of Naperville - Phase I

In the fall of 2008 the proposed changes to the **Rules and Regulations** from 2006 were sent to all the homeowners, and the board considered the proposal for adoption at their regular meeting of November 11, 2008. At that meeting several issues were raised for reconsideration and the board met in a workshop to review those concerns. However, the resulting changes were only for clarification, are left underlined in this final version for your information, and can be found in items VII B and XII A. The revisions are the product of a collaboration of your fellow homeowners and the Board. The Board is very pleased with the results and takes this opportunity to thank Maggie Miller, John Mullane and Javier Talavera representing the homeowners, plus Board Secretary Jonelle Kohoutek, and Board Treasurer Marcia Lebeau who chaired the committee, for their commitment of time, effort and professionalism.

The Board recommends that you familiarize yourselves with this document. Different from the Declaration and the Bylaws, the **Rules and Regulations** are designed to help resolve issues that affect life in a condominium setting. They cover topics of safety, and security for the residents and provide for the maintenance of the building and grounds. They provide a mechanism for consistent enforcement, as well as the means to appeal Board decisions or actions.

With these **Rules and Regulations** we endeavor to demonstrate common sense and good judgment in order to serve the interest of all owners and their guests. This process also supports the property values for all of us who take pride in living in the Mansions of Naperville.

These **Rules and Regulations** comply with the State Statutes as they pertain to condominium law, and Naperville's Municipal Code. They are also subordinate to and in addition to those expressed in the *Declaration of Condominium Ownership*.

The
Board of the Condominium
Association of the Mansions of
Naperville - Phase I

TABLE OF CONTENTS

- I. General Rules and Regulations
- II. Assessment Policy
- III. Holiday Decorations
- IV. Garages
- V. Garbage and Recycling
- VI. Moving In and Moving Out
- VII. Noise and Other Nuisances
- VIII. Parking Policy
- IX. Patios and balconies
- X. Pet Policy
- XI. Windows
- XII. Grounds and Landscaping
- XIII. Procedures to Enforce the Rules and Regulations

I. GENERAL RULES AND REGULATIONS

- A. All units shall be used for residential purposes only. Each unit shall be used as a residence for a single family. The number of residents living in each unit must be in compliance with the current DuPage County Code on the subject.
- B. The unit owner is responsible for the proper conduct of residents and guests and for seeing that they understand and observe all community regulations.
- C. All common doors must be kept closed at all times and may not be wedged open with mats, tools, or any other object. Security doors are self-closing. Any malfunction of the doors should be reported to the management company immediately.
- D. Residents absent from their units during the heating season should set their thermostats at a minimum of 62 degrees to avoid freezing of pipes in their own or adjoining condominiums.
- E. Unit owners shall promptly perform all maintenance or repair work within their units to avoid damage to another unit or to common or limited common areas, and maintain the uniform appearance of the buildings.
- F. All signs are prohibited including "For Sale" signs. Only notices from the Board of Directors and Management are allowed in the foyer and hallway areas.
- G. Access to the attic/roof by unit owners, by contractors, or by persons employed by unit owners (e.g. electrician, cable repair, etc.) requires prior arrangement with the managing agent who will explain the requirements.
- H. Smoking is not allowed in the foyers (mail box areas) or hallways of any building.
- I. Each year all unit owners or residents will fill out or update forms provided by the managing agent on which they will list the occupants in each unit, their cars, their pets, phone numbers, and persons and phone numbers for those who can be reached in case of an

emergency. Owners will also be asked to confirm that they have appropriate insurance for their units.

- J. All appliances must be moved in and out through garage entrances. If this is not possible, the managing agent must be notified so that an inspection can be made. In case of damage to the common elements, the unit owner will be assessed to cover the cost of the repairs.
- K. Bulletin boards are provided solely for the purpose of the Board and Management to communicate with owners/residents. Any other notices are not permitted and will be removed.
- L. Unit owners considering any major remodeling that cuts through walls or partitions, or might affect the interior structure or the exterior appearance, or might affect the quality of life among neighbors (such as other flooring systems) should put their requests in writing to the management company, who will forward such requests to the board for consideration at their regular board meeting. Management will inform the unit owner of the board's decision.

II. ASSESSMENT POLICY

- A. All maintenance fees are due on the first (1st) day of every month. Payments not received by the fifteenth (15th) day of that month are considered late and will be assessed a late charge of fifty dollars (\$50.00).
- B. Unit owners who have not paid their fee(s) within fifteen (15) days of the due date will receive a first notification letter from the managing agent informing them of the past due amount and the late charge. This letter will be mailed on the sixteenth (16th) day of the month in which the assessment is due.
- C. On or about the sixteenth (16th) day of the second month of delinquency, a second late charge of fifty dollars (\$50.00) will be assessed, a second (2nd) reminder letter will be sent by registered mail, and a copy will be sent to the mortgage holder.
- D. On or about the second (2nd) day of the third (3rd) month of delinquency, the account will be turned over to the Board's attorney

to initiate legal action to collect the unpaid amounts. The cost of any legal action will be added to the unit owner's account, along with the delinquent assessment charges.

- E. A late charge will be assessed to a unit owner's account whenever a full monthly payment is not received by the 15th day of the month in which the assessment accrued.
- F. Funds received will be applied to any outstanding charges, repair damages, fines, and/or legal fees, and lastly, to the past due assessment.
- G. All of the above actions are to be taken automatically. While obligated to keep the Board informed, the managing agent will not be required to await board authorization to apply this policy.

III. HOLIDAY DECORATIONS

- A. Holiday decorations may be temporarily installed on the unit owner's entry door, patio, or balcony no earlier than Thanksgiving Day of each year. All holiday decorations must be removed by January 31st of the following year.
- B. All live Christmas trees and greens must be carried into and out of the units through garage entrances.

IV. GARAGES

- A. Unattended garage doors should be kept closed at all times in order to maintain the neat appearance of the buildings, to minimize the potential for theft and vandalism, to prevent small wild animals from entering, gnawing and nesting inside, and to protect units from hot or cold weather damage. Damage to any unit, caused by a garage door that was left open, is the sole responsibility of the unit owner whose garage door was left open.
- B. Barbecuing is not allowed in garages for fire and safety reasons. Grills should not be placed in garages until completely cooled.
- C. A garage door must be open when a car is running. Even with the garage door open a car engine must not be run in a garage any

longer than is necessary to drive the vehicles in or out of the garage in order to avoid toxic fumes seeping into upper floor units.

V. GARBAGE AND RECYCLING

- A. Garbage must be wrapped carefully in plastic bags, and by Naperville's Municipal Code, may not be put out earlier than 6:00 p.m. on the day prior to garbage pick up.
- B. Trash cans and recycling containers must be removed from the grounds by 6:00 p.m. of the day of pick up.
- C. Items to be recycled must be packaged securely in order to avoid littering the grounds of the Mansions.

VI. MOVING IN and MOVING OUT

- A. A deposit of two hundred dollars (\$200.00) payable to "Mansions I of Naperville" for potential damage during a move must be made by the Owner of Record. This deposit shall be refunded to the depositor within ten (10) days after the move if no damage has occurred as determined by the managing agent. If damage has occurred an assessed amount will be taken from the deposit and the balance returned to the Owner. Management will provide a form that must be completed and returned to the managing agent with the deposit, in the form of a certified check, cashier's check or money order, five (5) days prior to the move-in or move-out.

VII. NOISE and OTHER NUISANCES

- A. No activity may take place in the units, common and limited common areas that will produce noise, including dogs barking, at a sound level that may annoy or disturb occupants of other units. Particular care must be exercised in this respect between the hours of 10:00 p.m. and 9:00 a.m.
- B. Any business that generates non-residential-type traffic into the Mansions buildings and property is prohibited. This includes garage sales – unless coordinated for the entire Association through and with Board authorization.
- C. Units that are for sale must be advertised through a realtor or the

newspaper. "For Sale" or "Open House" signs are not to be posted in windows, on doors, lawns or anywhere in the area of the Mansions property. See General Rules and Regulation F.

- D. Skating of any kind, skateboarding, ball playing and related activities are prohibited in the parking lots or other condominium property.
- E. To affect maximum sound suppression, in upper level units all floors other than the kitchens and bathrooms shall be covered with carpeting that must be installed over padding. If in the kitchens and bathrooms a floor covering other than carpeting is to be used, installation requirements are described as follows
 - ≡ All resilient floor tile shall be installed over sound-conditioned felt paper over a latex base.
 - ≡ All wood parquet or tile shall be installed over ¼ inch corkment and properly applied over a latex base.
 - ≡ Natural marble, flagstone, ceramic tile or the like shall be installed in a sand and cement bed that must have a one (1) inch minimum thickness.
 - ≡ Proposed use of any other materials shall be presented to management prior to installation with evidence that the product and process meet the minimum requirements. Management will review the request and advise.

VIII. PARKING POLICY

- A. No vehicles other than properly licensed and operable private passenger vehicles may be parked in the Development other than in garages. Vehicles too large to be parked in garages may not be parked in the Development. Vehicles with truck or recreational license plates are not considered passenger vehicles.
- B. Parking or driving on the grass or sidewalks is not allowed at any time. This includes temporary parking of vehicles used for moving of furniture, equipment, appliances, or supplies.
- C. No vehicle repair work, other than car washing, may be done on any part of the driveways, parking areas, or streets adjacent to the buildings in the Development. This work is to be done in the garage of the unit owner who is doing the work.

- D. Unit owners are responsible for the cost to repair any damage caused to the surface of driveways and parking areas by fluids and/or chemicals leaking from their cars.
- E. All residents and their guests may park only in the two spaces allotted to each unit. In the case of three-bedroom units, the two spaces are in the garage of the unit. In the case of two-bedroom units, one space is in the garage allocated to the unit; the second space is the assigned parking space (indicated by the unit number) in the driveway or parking area. Exception is made for two units in Building 7 (1138 and 1142 Iroquois) because the developer did not originally provide for outside spaces for these units. Residents at 1138 and 1142 Iroquois may park the second vehicle in front of their garage door. Unit owners who have cars in excess of the allowance can contact the managing agent to seek authorization to post on the buildings' bulletin boards, the desire to rent additional parking spaces from other units. Arrangements for the use of such spaces are then to be made with the owner of the unit concerned.
- F. Residents and their guests may not, at any time, restrict access to the garages of other units. Upon prior notice to management residents and overnight guests may park behind the garage door of the unit where they live or they are visiting for up to seven (7) overnights in any 30-day period, commencing on the first day of the overnight stays.
- G. The Association may remove any vehicle that is parked, maintained or stored in violation of this section at the expense of the owner after one written notice. Such notice may be in the form of a letter or sticker affixed to the windshield. In addition, the Board of Directors may follow the procedures set forth in the final section of the *Rules and Regulations*.

IX. PATIOS AND BALCONIES

- A. Only planters, lawn furniture, and barbecue grills may be stored on patios and balconies. Household furniture, bicycles, and other miscellaneous items may not be stored or kept temporarily on patios and balconies. Nothing should be permanently attached to or hung from railings, deck boards and posts, roof eaves except small

outside thermometers.

- B. Carpeting or covering of any sort may not be installed on patios and balconies in order to avoid damage from standing water.
- C. Logs, charcoal, lighter fluid, or other flammable items may not be left on the patios or balconies. Special care should be given to the storage of fuel tanks.
- D. Charcoal burners and other open-flame cooking devices (charcoal, gas or propane (LP) type grills) shall not be operated on balconies or within ten (10) feet of the buildings unless they are attended by an adult and a minimum 10 lb. dry chemical (class B or class ABC) fire extinguisher is located within ten (10) feet of the cooking device. These requirements comply with the current City of Naperville Fire Prevention Code.

X. PET POLICY

- A. All pets must be on a leash at all times when outside the unit.
- B. Pets may not be left unattended in any area of the common and limited common elements. They may not be tied to any part of the common and limited common elements.
- C. Pet excreta must be removed immediately after occurrence and be disposed of immediately in a sanitary manner.
- D. Pets may not be walked through the entrance halls, but only through garage exits.
- E. Unit owners are responsible for the cost of repairing any damage caused by their pets, or visitors' pets, to any common or limited common area.
- F. Barking dogs: see NOISE AND OTHER NUISANCES #VII. A._
- G. Any unit owner who has been found responsible for repeated and/or continuous violation of these 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 to have the pet removed permanently from the property upon three (3) days written notice to the owner from the Board or its authorized agent and/or assess a fine pursuant to the procedure to enforce these Rules and Regulations.

XI. WINDOWS

- A. Decorative dividers (mullions or grids) in windows and visible from the exterior of the buildings must remain in all windows.
- B. Unit owners are responsible for the cost of repair or replacement of window dividers to preserve the aesthetics and uniform appearance of the buildings.
- C. All windows and balcony doors must be decorated with drapes, curtains, blinds, shades, of a neutral color and in a manner that will not detract from the appearance and ambiance of the buildings.

XII. GROUNDS AND LANDSCAPING

- A. Landscaping and tree care are managed under service contracts.
 - ≡ Unit owners are not permitted to do any gardening or personal landscaping in any of the grounds. Potted plants are allowed on the paved areas only or balconies.
 - ≡ Unit owners are not permitted to trim trees or bushes. Where problems are perceived due to the size or the growth patterns of trees or bushes, they are to be reported to the management company.
- B. Landscaped areas are not to be used for routine access to any areas of the buildings.
- C. Residents and their guests are to use the sidewalks and public entrances. Outdoor games are not allowed on the landscaped areas. Outdoor parties may be arranged with prior authorization from the Board.

XIII. PROCEDURES TO ENFORCE THE RULES AND REGULATIONS

- A. Any issues, concerns, or complaints should be directed to the management company.
- B. Any unit owner, either by his/her own conduct or that of his/her guests or other occupants of the unit, found in violation of these rules, with the exception of the Assessment Policy will be sent a written notification of the violation.
- C. Upon such written notice, the owner will be granted fifteen (15) days to correct or cease the violation unless the unit owner elects to present his/her case to the Board of Directors at their first meeting following issuance of the written notice.
- D. If the violation continues beyond the fifteen (15) days following issuance of the written notice or beyond the period granted by the Board, the owner will be assessed fifty dollars (\$50.00) initially and fifty dollars (\$50.00) monthly thereafter, or fifty dollars (\$50.00) initially and ten dollars (\$10.00) daily thereafter depending on the nature of the violation, until the violation is corrected and the fines paid.

NOTE: the Board may rescind the fifteen-day grace period if the Board decides that the violation is of an immediate and potentially dangerous nature.

- E. If the violation is not corrected within sixty (60) days following issuance of the written notice or the determination of the Board, the Association's attorney will be asked to take legal action.
- F. Any unit owner who admits guilt or is found guilty by the Board of any violation may be required to correct any damage or any unauthorized condition of the Property for which the unit owner has been found responsible, to pay the costs of any repairs which have previously been made, or to pay any legal expense and costs, including reasonable attorney fees, incurred by the Association as a result of the violation.
- G. Any unit owner or resident assessed hereunder will pay such

charges within thirty (30) days of notification that such charges are due. Failure to make the payment in this time will subject the unit owner to all of the legal or equitable remedies necessary for the collection thereof. In the event that the unit owner elects to present his/her case to the Board of Directors under the provisions of paragraph 2 above, payment of the charges made under this policy will not become due and owing until the Board has completed its determination. However, the Board may pursue any and all other legal or equitable remedies during this time.

- H. 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.