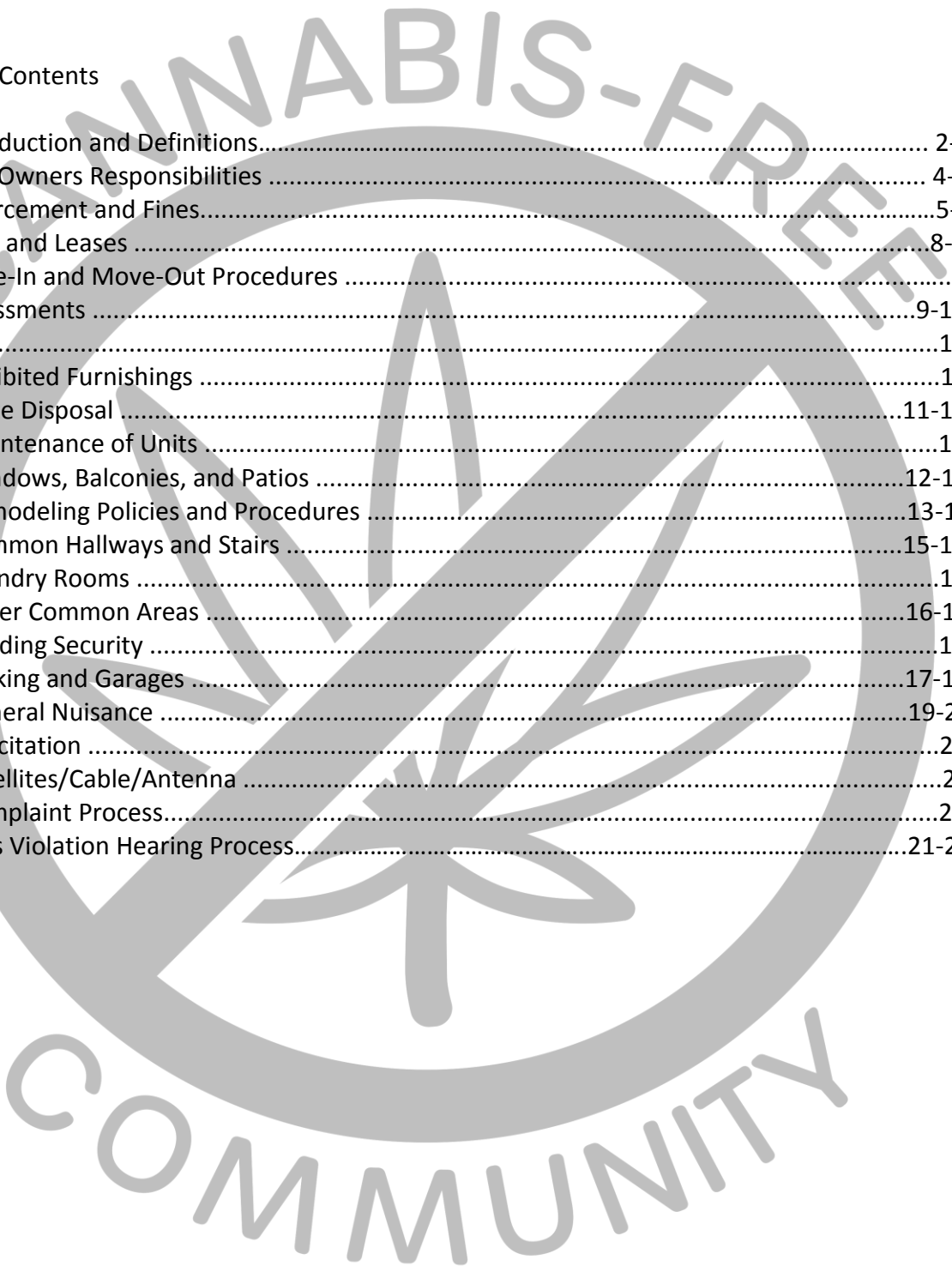


Naper Place Condominium Association
Rules and Regulations
As amended and adopted in May 2021

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These rules and regulations were adopted on May 25, 2021 in accordance with the authority given to the Board of Directors under the Declarations for Naper Place a/k/a Lisle Place Condominium Association (hereafter referred to as Naper Place)

1.0 Introduction and Definitions

1.1. The following Rules and Regulations are intended to ensure the comfort and security of all Residents of Naper Place, (a/k/a Lisle Place) and to ensure that Naper Place remains a high quality property, protecting the value of all Owners' investments in their Units. This document may be amended or updated as necessary to ensure that these goals are met. The process will be open to association membership participation and input.

1.2 Rules apply to all Residents of Naper Place, including Owners and lessees, their guests, the Board, Management, and Association personnel. For purposes of this document, the following terms are defined as:

- Board: Naper Place Condominium Board of Directors
- Management: The property-managing agent employed by Naper Place.
- Owner: Legal owner of the Unit.
- Patio: Paved area projecting from the unit located on the ground floor and is a Limited Common Element.
- Balcony: Platform that projects from the Unit and is enclosed by a railing. Balconies are located on floors other than ground floors and are Limited Common Elements.
- Resident: Persons residing in or visiting the Unit.
- Unit: Individual living quarters and the Limited Common Area pertaining to it.
- Rules and Regulations - These Rules and Regulations set forth by the Association as adopted pursuant to the powers available to the Association and the Board.
- Common Property (area) - The Common Elements of the Association, as defined by the Declaration. This area includes Unit roofs.
- Owner or Unit Owner - The Owner or Owners of a Unit, as revealed by the public records, including a contract seller and excluding a contract purchaser, unless expressly provided otherwise by the Declaration. Where the owner is a Trust, the beneficial owner of the Trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
- Member or Members of the Association - A Unit Owner, not a tenant.
- Resident - Any person who resides on the Property, including families of Unit Owners and tenants of a Unit Owner including Unit Owner only if the context indicates.
- Common Expense or Assessment - Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By- laws or the Rules and Regulations.
- Permitted Vehicles - Passenger-type automobiles classified by state of IL as passenger.

- Non-Permitted Vehicles - All vehicles other than those defined above as Permitted Vehicles; and also any vehicles without valid state license plates or appropriate vehicle stickers. Commercial vehicles of any kind will not be allowed, such as limousines, hearses, B, C, D class plates or any vehicle used for commercial purpose.
- Emergency Vehicles - Ambulances and hospital or medical vehicles of any type; or police protection vehicles of any time; or snowplowing vehicles; or Permitted Vehicles when being utilized for emergency purposes for health, safety and welfare of the Unit Owners, Resident, and other persons on the Property.
- Abandoned Vehicles - Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or inoperable; or which does not have a current, valid license sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicates it has been abandoned.
- Tenant - A Resident of Naper Place Association who is not the Unit Owner is obligated to follow the Rules and Regulations of the Association.
- Warning - Written statement with intent to notify persons for whom have not received previous violation notification of any kind.
- Remedy - Action taken to remove, decrease or stop violation.
- Cure - Final outcome from remedy.
- Guest - A visitor of a Resident obligated to follow the Rules and Regulations Naper Place Association.

1.3 For these rules and regulations to be effective, all Owners, Residents and Guests are required to comply. Owners and Residents who violate these rules face fines and Board action. Any reference(s) to period based (e.g. within 12-month period) fine schedules incorporate the initial date of the first infraction as the start of the period.

1.4 Rules and regulations, as adopted, may be superseded by articles within the reciprocal easement agreement and the recorded Declarations and Bylaws.

1.5 Naper Place has legal restrictions which free-standing homes do not have. These legal restrictions are outlined in the Association Declaration. The Declaration gives the governing Board of Directors the authority to further establish rules and regulations pertinent to Naper Place.

1.6 The residents of this Association live in close proximity. Like all groups that wish to live in harmony, it is necessary to blend the individual's rights with the group's desires. These regulations have been established to preserve the beauty of architectural design of our community while allowing the majority to live in the manner and lifestyle they choose.

Because of the different lifestyles, it is natural that there will always be those who oppose a particular ruling. Living in an Association unit means one must sacrifice some individual rights because of the necessity for architectural conformity, the closeness of neighbors, and the demands of the Declaration.

1.6 All Owners should keep in mind that the Property Manager is a management firm. This is not the equivalent of a manager or custodian for rental properties.

2.0 Unit Owners and Residents Responsibilities

2.1 It is an Owner and Resident's responsibility to read the Naper Place Declaration and Bylaws and Rules and Regulations, to fully understand their rights and responsibilities as members and residents of Naper Place Condominium Association. Failure to read these documents does not limit an owner's or resident's liability.

2.2 Owners and/or Residents are responsible for compliance with the Rules and Regulations and the Declaration and Bylaws of any Resident, guest, or contractor associated with their Unit. All fines and actions will be directed at the Unit Owner.

2.3 If an Owner's or Resident's guest[s] or contractor(s) causes damage to common areas or another Unit those Owners are responsible for all damages, maintenance, repairs, and replacements, and will be subject to fine(s) as determined by the Board.

2.4 The Owners and Residents are subject to the governing documents of Naper Place, including these rules and regulations, Owners are responsible for the actions of their Unit's Residents and associated parties and are held accountable for their behavior and actions, and are subject to the hearing and fine-levying processes described in this document.

2.5 Owners and Renters are responsible for maintaining appropriate liability and property insurance with a minimum of \$100,000 liability coverage. The Owner is also responsible to insure that any & all renters have renter's liability coverage with a minimum of \$100,000. It is the Owner's responsibility to ensure that management has a current insurance documentation on file.

2.6 Owners are required to submit to management, on an annual basis, emergency contact information. This information shall include, but is not limited to:

- Owner's contact information,
- Lease information (if applicable)
 - Including Crime Free Lease Addendum
- Resident's contact information (if different),
- Resident's auto information
 - Car registration
 - Car insurance
 - Drivers License
- Pet information
 - Registration form
 - Photo of the pet
 - Rabies vaccination

- Emergency Contact Information, and
- Mortgage Information.

2.7 Nothing can be done to or kept in any Unit or Common Elements that would increase the rate of insurance on the Building or its contents. This includes breeds of dogs not allowed by insurance. Please contact management for further guidance.

2.8 There is an occupancy restriction of two (2) persons per bedroom of a Unit.

2.9 Unit doors leading to the common hallway must be a 6-panel metal door and door frame that have an UL Listed Fire-Rating of 20 minutes. The UL Listed Label shall not be removed or painted over. No modifications-beyond those allowed by the manufacturer shall be completed to the door and doorframe.

2.10 An Owner will be responsible for any damage that may occur as a result of the emergency entry by the Board pursuant to the provisions of the Declaration and under the Illinois Condominium Property Act.

2.11 Representatives of the Board or Management are entitled to reasonable access to individual Units in connection with essential safety inspections, maintenance, repairs, or replacements to common systems or to address emergencies (per Section 2.09 and 3.02 of the Declaration for Naper Place).

3.0 Enforcement and Fines

3.1 The Association's authority to enforce regulations is cited in the Declaration. Rules regarding enforcement policies are:

- A. If an Owner violates or is otherwise liable for a violation of the provisions of the Declaration, By-Laws, or Rules and Regulations of the Association, the following shall occur:
 1. Upon the first violation of any provision to the Declaration, By-Laws, or Rules and Regulations, the Owner shall be notified by the Managing Agent or the appropriate authorized personnel of the Association.
 2. The fine schedule for violations are as follows:

1st Violation – Warning. However, if damage to Common Areas or other Unit(s) was incurred by the rule infraction, the Owner is responsible for costs related to replacement/repair as a result of said damages and any legal fees and costs incurred by the Board in handling same.

2nd Violation - \$50.00-\$100.00 Fine and legal fees. If damage to Common Areas or other Unit(s) was incurred because of a rule infraction; Owner is responsible for costs related to replacement/repair as a result of said damages and legal fees and costs incurred by the Board in handling same.

3rd Violation - \$100.00-\$200.00 Fine and legal fees. Consistent with the above two fine schedules, if damage to Common Areas or other Unit(s) was incurred because of a rule infraction; Owner is responsible for costs related to replacement/repair as a result of said damages and legal fees and costs incurred by the Board in handling same.

3. Upon the 3rd Violation of any one kind, a \$250 fine will be assessed and the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fee and costs incurred by the Board will be charged back to the Owner's assessment account.
 4. Notification may also contain such demands as are necessary to protect the interests of the Association and/or Unit(s) in accordance with the provisions of the Declaration, By-Laws, or Rules and Regulations of the Association.
 5. In the Instance where a violation creates a safety risk to residents or a hazard to the Property, the Board may take immediate action to resolve the risk/hazard. The responsible Owner will be held liable for all charges incurred due to this resolution, in addition to fines which may also be assessed including charged to make the Association whole.
- B. Any Owner assessed hereunder shall pay such charges within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the owner to all of the legal or equitable remedies necessary for the collection therefore.
- C. 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.
- D. If any Owner feels they have been wrongfully or unjustly charged with a violation hereunder, the owner may proceed as follows:
1. Within thirty (30) days after the Owner is notified pursuant to paragraphs A. 1., A. 2., or A. 3. of this Section, the Unit Owner shall submit, in writing, a request for hearing to the Board, stating the reasons why the Owner feels they did not commit a violation and/or evidence in which supports the Owner's position that no violation has occurred.

2. Should no hearing be requested, the allegations in the notice of violation shall be considered true and a hearing shall be deemed waived. Should a hearing be requested, a hearing on the matter shall be held before the Board no later than six (6) weeks after the receipt of the written request. The Owner must be present in person at the hearing or the request will be denied. The Owner must notify the Board should he/she present any witnesses or an attorney at any hearing.
3. At the hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation. After a full hearing, the Board shall provide its determination regarding the alleged violation.
4. Payment of charges made under this policy shall not become due and/or owed until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Board during this time.
5. Board approval should be kept in YOUR files and handed down to new Owners if Unit is sold.

3.2 In case of a flagrant violation, as determined by the Management or the Board and defined as any action or non-action which caused or risks the safety, health, and welfare of the Association or its members or guests, the Board reserves the right to issue a \$250 fine for the first violation without prior warning and subsequent fines of \$500 and \$1,000 in addition to all legal fees incurred by the Association as a result of the violations.

3.3 Tampering of any life safety system will result in a \$1,000 fine plus replacement cost and any other costs incurred by Association.

3.4 The Board reserves the right to charge per diem fines of \$25 each day a violation continues.

4.0 Sales and Leases

4.1 General

4.1.1 All Units for sale or lease must be registered with management before the Unit goes on the market.

4.1.2 No "FOR SALE" or "FOR RENT" may be placed anywhere on the premises or inside the unit.

4.1.3 All real estate key lock boxes are to be placed at the provided spots (currently on the realtor bar next to the clubhouse) and have appropriate contact information of responsible

party displayed and easily visible. Boxes posted on the glass door handles, railings, and other inappropriately posted boxes and/or unidentified boxes will be removed by Naper Place at Owner's expense and discarded. The Board reserves the right to determine appropriateness of posted boxes.

4.2 Documentation

4.2.1 The Illinois Condominium Property Act requires sellers to provide copies of the Declaration and Bylaws, Rules and Regulations, and other documents to Unit buyers and permits associations to charge reasonable fees for preparing these documents. Certain documents are available on Naper Place maintained website at www.lisleplace.net

4.3 Unit Sales

4.3.1 All open houses must be registered with Management at least one week in advance. Open house guests are subject to the same rules and regulations as are other guests. Owners will be held responsible for the actions of their sales prospects.

4.4 Unit Leases

4.4.1 All leases are limited to a minimum duration of one (1) year and a maximum duration of two (2) years. A background check and Crime Free Affidavit are required and must be submitted to the Board with a copy of the written lease agreement.

4.4.2 A copy of signed leases shall be delivered to Management within 10-days of the lease signing. Failure to deliver a signed lease by the date of occupancy will result in a \$200 fine.

4.4.3 The lease shall make the lessee subject the Declarations and Bylaws and Rules and Regulations of the Association. Management will provide a copy of these rules and regulations upon request for a fee.

4.4.4 Owners leasing their Units are responsible for the actions and/or violations of their tenants.

4.4.5 Owners are responsible to provide all information and communication with the Association, Board and Management. The Association, Board and Management WILL NOT address any issues with tenants and lessees or residents that are not legal owners.

4.5. Units sold after January 2016, are not allowed to rent until the % of rental units falls below 49%. (see Ex. 1) Thereafter, rentals will be limited to 49% of units. Unit owners owning their units prior to January 2016 [and other included exceptions] are grandfathered in and allowed to rent their units without restriction.

5.0 Move-In and Move-Out Procedures

5.1 Naper Place management office must be notified in advance of all move-ins and move-outs. Inspection will be scheduled before and after the move-in/move out. Moves made without prior notification and inspection will result in an automatic \$200 fine.

5.2 A \$50 non-refundable move-in and \$50 non-refundable move-out fee is to be paid to the Association. If damage occurs as a result of moving, the Unit Owner is liable for all costs. No furniture or other debris can be left in the buildings or left by the dumpsters. Parking permits will not be issued if there are moving fees outstanding.

5.3 Moving in or moving out shall only be permitted between 7:00 am to 9:00 pm on weekdays and from 8:00 am to 10:00 pm on the weekends. See section 18.1 for additional information.

6.0. Assessments

6.1 Assessments are due on the first day of each month and subject to a late fee on the 15th day of that month.

6.2 A late fee of \$35.00 will be charged per delinquent month.

6.3 Partial payments are credited first toward unpaid assessments, second toward late fee charges, and third to any attorney's fees. The remainder of any outstanding balances is considered unpaid assessments. Late fees will be charged to the account per the above rule for each month for which there is an unpaid balance.

6.4 Returned checks will be subject to a fee as determined by the Board in addition to any fees incurred by the Association as a result of the check being returned.

6.5 Collection Procedures: At a point in time determined by the Board, a delinquent account will be referred to an attorney for collection procedures as outlined with the Management Company and attorney. Any and all legal fees and associated costs will be charged to the delinquent Unit. The procedure is subject to change as determined by the Board.

6.6 Owners cannot withhold assessment payments for any reason.

7.0 Pets

7.1 No animals are to be raised, bred, or kept in any Unit or the Common Elements except for one (1) domestic dog, one (1) domestic cat, or one (1) small bird, one (1) small animal, and/or fish belonging to a Resident. Owners with any of these pets must follow all Naper Place Rules and Regulations relating to pets as explained in this Section. Any pet/animal must be of a breed or varieties commonly kept as "household pet" in similar buildings and do not, in the sole judgment of the Board, constitute a nuisance or threat to other Residents. No breed that would be considered "dangerous" or "uninsurable" is allowed to be kept in a Unit. Unit Owners shall

request and receive prior written consent from the Board for any pet in their respective Unit pursuant to 7.2 below. Only one (1) pet/animal per Unit is allowed. Daily fines shall be assessed for having more than one (1) pet/animal.

7.2 Residents must contact Management for written approval prior to housing any pet. \$50/year fee will be charged to offset cleaning and bag costs, the fee will not be prorated and is due January 1 each year.

7.3 All Pets must be registered with Management and other local authorities, if required.

7.4 Pets must be held on a short lead (no longer than six (6) feet) in all Common Areas of the Property.

7.5 Residents must immediately clean up after their pets on the Property. Residents will be subject to a fine with no prior warning, and are responsible for Naper Place costs in cleaning up after any pet-related accidents or damage to Common Area, including but not limited to carpet, walls, lawn, and shrubbery.

7.6 Pets shall not be left unattended in hallways or any Common Area. Owners shall be fined with no further warning if a pet is found to be unattended in these areas.

7.7 Pets or other animals causing unreasonable disturbances to other Resident(s) of the building, creating property damage, injuring an individual, or otherwise constituting a nuisance, are subject to eviction. Whether or not any suspect pet is creating an unreasonable disturbance or being a nuisance will be determined by the sole discretion of the Board. The Board can instruct the Owner to remove/evict the nuisance pet or animal.

7.8 Residents assume full responsibility and liability for any personal injury or property damage caused by their pet or animal.

7.9 Pets shall not exceed a weight of 25 lbs.

7.10 Feeding of any stray feral or wild animals or birds is strictly prohibited.

8.0 Prohibited Furnishings

8.1 Waterbeds and gel beds are not permitted in Units.

8.2 Fossil-burning fuel appliances or accessories not installed in original construction (such as kerosene heaters and portable fireplaces) are prohibited in Units.

8.3 All fireplaces are prohibited from being installed inside or outside of the Units.

8.4 The use of charcoal and propane grills is prohibited at Naper Place. Only electric grills are permitted. Charcoal grills are not permitted to be stored anywhere on the Property.

8.5 Washers or dryers may not be stored or used within Units. Violators are subject to fines equal to the unauthorized Unit improvement standards.

8.5.1 Washers or dryers installed prior to August 2007 are exempt. Exempt washer or dryers are contained in:

- 2300 Old Tavern Rd Unit 101
- 2300 Beau Monde Lane Unit 106
- 2300 Beau Monde Terrace Unit 210
- 4500 Beau Monde Drive Unit 210

A \$20/month fee will be assessed for said Units to reimburse for water fees.

8.6 No open flames, such as candles, are allowed unattended. Tiki torches are not allowed within the Unit or on balconies or patios.

9.0 Waste Disposal

9.1 All garbage must be deposited appropriately into containers provided in the trash area. Only residential garbage can be disposed.

9.2 No garbage is to be left on the floor outside of Unit or in any Common Area at any time.

9.3 All pet waste, including kitty litter, must be sealed and bagged prior to disposal in the containers provided in the trash area.

9.4 Items that are fire hazards (flammable materials such as oil soaked rags, paint, turpentine, wood shavings, etc) shall be disposed of off the property and in accordance with all Laws and Regulations.

9.5 Residents disposing of construction/remodeling waste shall make arrangements with the waste company or management for a dumpster of their own or have their contractor(s) remove all construction/remodeling debris from the property. Inappropriate dumping of such items in or around the property and dumpsters will receive a fine per the following schedule and Residents will be responsible to reimburse the Association for related scavenger overage charges:

- First Offense \$200
- Second Offense \$400
- Third Offense \$600 and hearing in front of Board for review.

9.6 Large items (boxes, furniture, etc.) cannot be placed in trash areas. Cardboard boxes must be broken down and disposed in the containers designated for recycling. The cost of disposing

large items is \$75.00 per piece. Contact Management for disposal of heavy household debris and boxes. Blue metal containers are designated for residential waste and gray metal containers and blue plastic totes are designated for recycling. A fine of \$200 will be levied for excessive amount of waste in addition to any incurred charges.

10.0 Maintenance of Units

10.1 Owners are responsible for proper maintenance of all electrical equipment and appliances within their Units. This included but is not limited to heating and air conditioning units, ductwork, appliances, circuit breakers, toilets and plumbing fixtures, and any other apparatus designed to serve the Unit exclusively regardless of whether it is located outside the boundaries of the Unit. If the equipment service only one Unit, it is the responsibility of said owner.

10.2 Only circuit breakers with proper amperage are to be used.

10.3 Residents shall not overload electrical outlets or use common electrical outlets. A flagrant violation fine will be assessed for using common electrical outlets.

11.0 Windows, Balconies, and Patios

11.1 Window coverings must have neutral backings. No sheets, tarps, or towels may be hung in windows or doors.

11.2 Laundry shall not be hung outside from any window, balcony, or patio.

11.3 Residents are not to shake or store rugs, towels, mops out of windows, balconies, or in common hallways.

11.4 Owners are responsible for replacement of all Unit window glass.

11.5 Neon and flashing lights viewable from the exterior are prohibited.

11.6 Residents are not allowed to install plant or any other material around the perimeter of their patios without approval by the Board.

11.7 Owners are responsible for painting their balcony and above balcony supports (if applicable) as needed, ground floor Owners are responsible for painting balcony supports as needed. Owners notified in writing that their balcony or balcony supports need to be painted will be given 30 days to comply. For Owners that do not comply, Naper Place will hire a contractor to perform the work and charge the Owners' account. All exposed steel shall be painted with Sherwin Williams black oil-based paint for the railings and Sherwin Williams Super paint foothills (color) oil based paint for the posts.

11.8 Decorations shall be removed within 30 days after the holiday.

11.9 Residents shall not use balconies, patio for storage areas. Furniture on a patio or the balconies shall be of a type designed specifically for outdoor use.

12.0 Remodeling Policies and Procedures

12.1 Owners renovating their Unit(s) must follow guidelines set in the Declaration and Bylaws and Lisle Place Rules and Regulations.

12.2 A remodeling permit must be obtained from the DuPage County Building Department if applicable, and a copy submitted to Management.

12.3 Remodeling plans must be submitted to Management at least thirty-days before actual work is to begin. Owners must obtain written approval from the Board before starting any projects. Such approval will not be unreasonably withheld. Approvals are needed for but not limited to the following:

- Changes to plumbing systems (relocating plumbing lines or fixtures)
- Changes to electrical systems.
- Demolition and/or reconstruction of interior walls
- Removal and/or replacement of flooring materials (excluding carpets)
- Projects potentially affecting the structural integrity of the building, sprinkler/fire safety system, utilities etc.

12.4 The Board will charge the Owner any inspection fees required to determine that work was safely performed and may require Owners who remodel without prior Board permission to remove the addition, alteration, or improvement and restore the property to its original condition at the Owner's expense. If the Owner fails to do so the Board may require such work to be done and charge the Owner for it. The Board may also assess daily fines up to \$50 against Owners until the violation has been corrected.

12.5 Unauthorized structural remodeling work will result in a \$1,000 fine plus damages. The Board may also assess daily fines up to \$50 against Owners until the violation has been corrected and the unit is restored to its original state.

12.6 For projects involving a contractor, prior to remodeling the Owner must obtain from the contractor and submit to Management:

- A signed copy of a remodeling contract,
- Applicable drawings,
- Contractor's certificate of liability insurance naming Lisle Place, Management, and applicable Owner as an additional insured party and proof of workers compensation insurance, and
- A copy of any applicable remodeling permit(s), issued by Dupage County Building department.

12.7 "Do-it-yourselfers" must register proof of appropriate homeowner's insurance coverage (see Section 2.5).

12.8 Construction is permitted between the hours of 8:00 am and 9:00 pm for Owners and 8:00 am and 5:00 pm for contractors on weekdays and 10:00 am and 6:00 pm on weekends for owners only. Owners must notify management of proposed construction dates, material, deliveries, etc.

12.9 Remodeling and/or renovation work must comply with all building, health, and safety codes. Naper Place approval of remodeling plans or actual work does not mean the work complies with such codes.

12.10 Management reserves and retains the right to inspect work and compliance with remodeling while the work is underway and after completion.

12.11 Residents and their contractors must protect hallway walls and floors of the Common Areas during construction/renovation. Protective items (drop cloths, floor cloths, etc.) must be removed at the end of the workday, each day.

12.12 Any damage to Naper Place Common Element(s) or to other Unit(s) in the building caused by work being done is repaired at the expense of the Owner or representative of such causing damage.

12.13 Installation of flooring other than carpet and vinyl must include under-laying sound-absorbent materials and be approved by the Board. Flooring installed without approval will be subject to removal at owner's expense.

12.14 Removal of construction debris, discarded carpeting, or flooring from the building is the responsibility of the contractor and/or Owner. The Owner will be charged for cleaning of the common areas and additional scavenger expenses necessitated by such remodeling clean up.

12.15 Only authorized antenna contractors and the telephone company can relocate television outlets and telephone hook-ups. Owners, Residents or other contractors are prohibited from performing such activity. Unauthorized work by Resident/contractor on telephone or other utility lines not expressly approved by the Board will result in a \$100 fine plus damages. No telephone lines should be cut as it may affect the other unit. Repair cost and the fine of \$100 will be assessed.

12.16 Owners must provide a copy of the building permit and the certification from a licensed architect or structural engineer that the remodeling conforms to all applicable government laws, statutes, ordinances, codes, rules, and regulations.

12.17 Owners/Residents must inform contractors of proper conduct in the Common Areas of the Building, which includes not driving on the lawns, not parking in the front drive, appropriate disposal, etc. Contractor vehicles must be parked in the visitor parking only. The Owner will be charged for cleaning and/or repairing of the Common Areas necessitated by misuse or negligence.

13.0 Common Hallways and Stairs

13.1 Naper Place and Fire Department Regulations prohibit the storage and placement of furniture, art, objects, bicycles, sleds, buggies, carts, doormats, galoshes, shoes and other personal property in common hallways or stairwells.

13.2 Residents shall not block hallways and stairwells for any reason.

13.3 Stairwells, hallways, and other Common Areas shall not be used for loitering, smoking, etc. These are fire exits and must be kept clear of people and obstructions at all times.

13.4 No decorative materials or electrical fixtures of any kind are permitted on common corridor walls, the only exceptions are notices placed by the fire department notices or items placed by Management, or notices and/or items placed with written Board approval.

13.5 Residents should not use cellophane tape or stickers on their outer door.

13.6 Residents shall not put any business/commercial or personal signs or slogans on their doors, on their balcony or patio or anywhere that is visible from outside unit without written Board approval.

13.7 Residents shall not use common hallways as pet runs or play areas.

13.8 Association personnel will remove all newspapers or similar deliveries left in front of Unit doors, or at the building entryway, for more than two-days.

13.9 Residential entry doors cannot be repainted without prior written authorization from the Board.

13.1 Lockers are assigned to units and cannot be changed unless owners agree to switch and notify the Management or Board. Lockers in 2 story buildings are labeled with the corresponding unit number. Lockers in the 4 story buildings are assigned numbers. Please ask management and remember your locker number.

13.11 Pets are not permitted in the Common Areas except for going into or out of the Building and must be accompanied at all times by their owner or appropriate caretaker.

13.12 Signs may not be hung in Unit windows or Common Elements

13.13 Bikes, wheeled toys, roller blades/skates and skateboards should not be ridden through the Common Areas.

13.14 Bikes shall be stored within a Unit, at a bicycle rack, or inside a garage unit. No bicycles are permitted on balconies or patios.

14.0 Laundry Rooms

14.1 Social gatherings or loitering is prohibited in the laundry room(s). Absolutely no alcohol use in any Common Areas, including the laundry room.

14.2 Laundry is only permitted from 8:00am to 9:00pm.

14.3 Lint traps on all dryers are to be emptied after each use. Over abundance of lint can lead to fires and therefore are a danger to us all.

14.4 Laundry machines use laundry cards. Card can be purchased in 4500BMD building and reloaded in 4500BMD, 2301BML or 2300BMT buildings.

14.5 Laundry machines are maintained by Coinmatch. If you encounter an issue with the machine, please call the numbers posted in the laundry room and identify the machine with the attached inventory tag.

15.0 Other Common Areas

15.1 Common Areas are for the enjoyment of all. No personal property may be placed within the Common Areas.

15.2 No placing of permanent or semi-permanent structures is allowed in the Common Areas of the building. This includes but is not limited to jungle gyms, swing sets, and the like.

15.3 No modifications can be made to the Common Area without the express written approval of the Board.

15.4 Exit or entrance to and from the building should be done via the hallway to the front door or the back door. Continuous use of the patio doors for all entry and exit from the Building causes erosion of the lawn surface and looks unsightly.

15.5 Use of the pool is restricted to those who have been issued a pool pass. Pool pass holders may bring up to 2 guests.

15.6 Pool passes can only be issued to Owners who are no more than 30 days past due on all sums owed to Naper Place. Pool passes may be issued to Residents, at Owners request where a

current lease is on file and the Owner is not more than 30 days past due. The number of pool passes issued is restricted to the number of Residents allowed in the Unit. Adult must supervise all minors (under 18 years old) at all times.

15.7 There is a fee of \$25/key charged for issuing the pool key.

16.0 Building Security

16.1 Owners, Residents, Management, and Association personnel are all responsible for maintaining the security of the Building. Residents should first notify the police and then management of suspicious activities or persons in or around the Buildings.

16.2 Residents must approve entry into the Building of all guests and delivery persons via the intercom entry system or in person.

16.3 Residents must ensure that all Building doors are closed and locked at all times. Do not leave security doors open or propped open. An automatic fine of \$100 will be assessed for propping the door unless it is reasonably during the move-in/move-out.

16.4 Residents are prohibited from tampering with security devices for any reason. Resident will be held responsible for repair and/or replacement cost(s) as applicable

16.5 Residents are prohibited from tampering with or adjusting equipment serving Common Areas.

17.0 Parking and Garages

17.1 Only permitted vehicles displaying a Naper Place parking permit are allowed to park on the Naper Place Property. Visitor parking is only allowed in areas designated by the Board.

17.2 Each Unit is allowed a maximum of one parking permit per bedroom. One bedroom units are permitted one permit, two bedroom units are permitted two permits, and three bedroom units are permitted three permits. Parking permits are limited to number of drivers in the Unit. Additional parking permits may be requested and if approved would incur monthly fee as approved in annual budget.

17.3 All permitted vehicles shall be registered with Management. Car registration and car insurance issued to the Owner or Resident and listing their Naper Place address is required. Owners must provide a policy of homeowners insurance as designated above. Lessees must provide evidence of renter's insurance issued to the resident's address with a minimum of \$100,000 liability coverage. Copies of drivers' licenses are also required. No parking passes will be issued to anyone who is not a legal owner or spouse or immediate family member [parent, sibling, spouse, child] of a legal owner, or not listed on a lease. Registration shall

contain the emergency contact information for the Residents to which the vehicles are responsible for. All unregistered vehicles are subject to immediate tow.

17.4 All vehicles must be parked in one parking space and fit in the parking space comfortably. No vehicle may extend beyond the ends of the painted lines that define the parking space by more than 12 inches. Vehicles not in compliance will be posted and towed within 24 hours of posting.

17.5 Motorcycles are not allowed to park overnight December 1st to March 15th.

17.6 The only vehicles allowed to park on the property are permitted vehicles as defined above and passenger vehicles that belong to the Owner residing at the property or Lessee Residents with a valid lease and registered with the Management. Non-permitted vehicles, such as boats, RV's, busses and extended limos, taxis or any other commercial marked vehicles are not allowed. No overnight parking of vehicles with equipment attached to the exterior of the vehicle is allowed.

17.7 The following will result in an immediate tow.

- Unregistered or non-permitted vehicles
- Impeding access to garbage removal or violating a handicapped parking space.
- Parking on sidewalks, fire lanes, or no parking zones.
- Vehicle leaking oil or gas
- Abandoned vehicles

17.8 At no time will inoperable vehicles be allowed in any parking lot. Abandoned vehicles or vehicles which are in a state of disrepair rendering it incapable of being driven (legally or otherwise) in its present condition; or which does not have a current valid vehicle license plate shall be towed by the association at the owner's expense.

17.9 Any vehicle missing a trunk lid, engine hood, engine, door, fender, wheel, or another major vehicle part or shatter or cracked glass for the duration of more than 3 days (72 hours) is subject to tow unless special permission is granted in writing by the Board. Any glass on the ground near or around the vehicle will be the responsibility of the vehicle owner to clean and remove.

17.10 Any vehicle with major damage to the trunk lid, engine hood, engine, doors, fenders, windows, wheels or other vehicles parts for the duration of more than 7 days (168 hours) is subject to tow unless special permission is granted in writing by the board. Damage is defined as, but not limited to; tears, dents, holes, or unsecured and or hanging materials and or parts of vehicle.

17.11 Any vehicle that remains unmoved for more than 7 days (168 hours) on the property is subject to tow, unless special permission is granted in writing by the board. Unmoved is defined as not having been driven off the property during the above referenced time frame.

17.12 Any vehicle with a flat tire or undersized temporary tire for the duration of more than 3 days (72 hours) is subject to tow.

17.13 No mobile storage permitted.

17.14 Drivers of vehicles on the property cannot attract attention except for using the horn for safety reasons. Residents and guests cannot use car horns to call people to them. Alarm systems cannot cause nuisance alarm trips and disturb Residents. Music cannot be emitted from vehicles at a volume that attracts attention or causes a disturbance. Vehicles with nonstandard exhaust sound must accelerate slowly so as to not attract attention or cause a disturbance. Speed of vehicles must not exceed the posted limit. Upon the third sound violation from a vehicle, it can be towed and permanently banned from the property.

17.15 Vehicle repairs and maintenance are not permitted on the property. Emergency repairs and minor maintenance can be permitted by the Board if it is done quietly, infrequently and with cleanliness. Litter, stains and damage to the Common Elements by an Owner, tenant or guest shall be paid for by the unit Owner.

17.16 Garage doors are to remain closed at all times, unless supervised by the Resident or appropriate representative of such.

17.17 Any garage door that is damaged by a Resident/Owner will be repaired by Lisle Place and charged back to the offending-Owners.

18.0 General Nuisance

18.1 Residents shall avoid making excessive noise that disturbs their neighbors, after 9:00 PM weekdays and 10:00 PM weekends. Excessive noise will be determined by the discretion of the Management or the Board.

18.2 Other nuisance violations as deemed as such by the discretion of the Management or Board shall be subject to fine(s).

18.3 Residents' parties and other social events must be confined to their Unit(s). It is a violation to allow guests to use stairwells, common areas, or common hallways for smoking, as adjunct party rooms, for alcohol consumption, etc.

18.4 Use of noisy appliances, such as dishwashers, vacuums, whirlpool bathtubs, is restricted to the hours of 8:00 am to 8:00 pm.

18.5 No smoking of marijuana usage is allowed on the premises or in the Units.

18.6 No smoke, cigarette or otherwise, is allowed to permeate into the hallways. Owners must provide for ventilation of smoke to the outside.

18.7 No guns allowed on the premises or in the Units.

19.0 Solicitation

19.1 Door-to-door solicitation is prohibited.

19.2 Vendors are prohibited to deliver flyers, menus, notices, etc. under unit doors.

20.0 Satellites/Cable/Antenna

20.1 Association must approve installation of satellite dishes by Owner/Resident in writing. A security deposit of \$300 is required before any satellite dish may be approved for installation. No satellite dishes can be installed on any common elements.

20.2 Only one point of entry (one hole), per Unit, may be established for satellite dish cable line(s). No holes are permitted in the brick of Buildings.

20.3 All satellite dish cables must run inside of wire loom affixed to side of Building.

20.4 Only licensed installation companies may install satellite dishes on LPCA premises. Proof of insurance must be registered with Management prior to installation.

20.5 Unauthorized hook-up to any master antenna, satellite dish, or cable system will result in a \$100 fine plus damages.

20.6 Any antenna attached to the Common Element will be removed immediately and the cost & automatic fine of \$200 will be charged to the owner of the Unit.

21 Complaint Process

21.1 The following shall outline the process Owner must follow when submitting complaints to the Association:

- An Owner wishing to submit a complaint to the Association must fill out an Owner Complaint Form and submit the same to the Association's Property Manager. (A copy of an Owner Complaint Form is attached to this policy).
- The Owner Complaint Form can be emailed to lisleplace@comcast.net or mailed to Naper Place Condominiums Association, 4439 Blackhawk Ln., Lisle, IL 60532.
- The Board of Directors ("Board") will not respond to any Owner complaints sent directly to them.

21.2 Upon receipt of the Owner Complaint Form, the Property Manager will forward a copy of the Form to the Board for the Board's consideration.

21.3 Within sixty (60) days of receipt of the Owner Complaint Form, the Board will hold a properly noticed Board meeting to discuss the Owner's complaint. Said Board meeting (or portions thereof) may be closed if it properly falls within the exceptions for open Board meetings set forth in Section 18(a)(9)(A) of the Illinois Condominium Property Act.

21.4 At the Board meeting, the complaining Owner shall have an opportunity to present evidence and cross examine witnesses regarding his or her complaint. If the Owner intends to bring a lawyer to the Board Meeting, the Board must be notified not less than five (5) business days in advance of the hearing date to allow the Board to determine whether or not to arrange for the Board's attorney to attend the meeting.

21.5 Within one-hundred eighty (180) days of receipt of the Owner Complaint Form, the Board shall issue a written final determination in response to the Owner's complaint. The final determination will be marked clearly and conspicuously as "Final".

22.0 Rules Violation Hearing Process

22.1 If someone is believed to be in violation of any of the provisions of the Declaration and Bylaws or Rules and Regulations, a signed, written complaint must be submitted by a Unit Owner and should be sent to Management or the Board. A complaint of a violation may be issued by the management or the Board as well.

22.2 Resident(s) charged with violation(s) are given written notice of the complaint, and may dispute the violation in writing within thirty days of the violation report date. The violation remains in effect and applicable fines due until the time that the Board may review the violation and written response. In the case that the Board overrules the violation, any fines and charges paid in accordance with the specific violation will be refunded to the Resident or credited to the Residents account.

22.3 Resident(s) charged with violation(s) and in receipt of the written notice of the complaint may request or be required a Board Hearing. Charged Resident(s) will receive a written notice which will inform them of a time and place at which the Board or its authorized committee will conduct a hearing to review the complaint and defense and collect the facts. At that time, those charged will have the opportunity to present their case. All hearings will proceed with or without the presence of the accused Resident(s), so long as notice has been sent at least 14-days in advance. Findings of the hearing will be submitted to the Board for disposition at its next regularly scheduled meeting. Resident(s) charged may request an alternate date if personal circumstances prevent their attendance. However this provision may be enacted only

once. Should a resident charged with a violation wish to bring an attorney, the Board must be notified within 5 days of the hearing date.

22.4 Management will notify Residents found guilty of the violation in writing, and a fine may be charged to applicable Resident. The fine will be billed and collected with monthly assessments.

22.5 In the event of any violation of Association Rules and Regulations, or Declaration and Bylaws, the Board reserves the right to pursue all legal remedies to compel legal and equitable enforcement. All costs and attorneys' fees are assessed to the account of the offending Resident.

