



Welcome to Kresswood Trails

Kresswood Trails North Condominium Association (“Kresswood Trails” or “Association”) is comprised of one hundred sixteen (116) condominium units within twenty-eight (28) buildings on eighteen (18) acres of land. Condominium (“Condo”) ownership and living is different from virtually every other type of ownership and leasing/rental.

What is a Condominium?

A condominium is a form of property ownership involving multiple-unit dwellings where a person owns his or her individual unit, but the land, roofs, driveways, and building exterior “common elements” are owned in common with all the other owners.

How do Condo Association’s work?

Within a condominium association, each member owns their individual unit and they have a joint ownership interest in the common elements. Through Association fees, owners share in the cost of the common elements, i.e. maintenance of the building's exterior, driveways, and landscaping. Owners are responsible for repairs and maintenance within their own units. Each owner is a member of the condominium association. The Association elects members to serve on the Association’s Board of Directors (“Board”). The Board is responsible for the operation and management of the Association, including maintenance of the common elements.

The Board has hired a management company that handles both the day-to-day financial business of the Association and oversees all the maintenance and services contracted for the Association. The management company is your primary source of information and communication for Association related issues and concerns. For emergency repairs, questions, and complaints please contact the management company. If you feel it is necessary to address the Board of Directors, please do so by attending one of the scheduled Board meetings or by sending a letter addressed to the Board in care of the management company.

For the benefit of building and maintaining harmony among all our residents, it is necessary to clearly identify Association rules and policies for the Association and all unit owners & residents while residing at Kresswood Trails. We hope you will find this booklet helpful and informative towards achieving that goal. For additional information please see the Association’s Declaration.

Sincerely,
The Board of Directors
Kresswood Trails North Condominium Association

Kresswood Trails North Condominium Association Rules & Regulations

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Introduction

We desire to maintain an outstanding community so we can all maintain our property values and quality of life. We feel sure you recognize the need for rules to keep things running smoothly and to promote a pleasant, comfortable, and enjoyable environment for all Unit Owners & residents. Adherence to the rules in this booklet, combined with a spirit of consideration and willingness to work together with your neighbors, will ensure the kind of community in which all residents are happy to live.

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 Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Kresswood Trails North Condominium Association ("Declaration"), and the Illinois Condominium Property Act ("Act"). In the event of an amendment of the Declaration, Act, or any ordinance or law incorporated in this handbook or upon which these provisions rely, these rules and policies will be deemed amended in conformance with those changes. Should any provision in this booklet be found to be unenforceable and invalid, such finding does not invalidate the entire booklet, but only the subject provision.

The Board recommends that Unit Owners and residents thoroughly review the Declaration for additional information regarding rights and responsibilities of ownership and occupancy. Each Unit Owner shall be provided a copy of the Declaration and this booklet of rules and policies prior to or at their purchase closing. Replacement copies can be downloaded from the management company/Association's website/portal. Replacement/additional copies can also be obtained from the management company for a fee. If you are renting out your unit, it is your responsibility to ensure your tenants have a copy of this booklet as you will be held liable for any violations committed by your tenants, occupants, and visitors.

Definitions of Terms used in this handbook

Declaration: The Declaration establishes the rights and obligations of Unit Owners and sets forth any restrictions on the use of the Association property. The bylaws establish how the condominium association is to be managed by the Board and provides Unit Owner rights.

Illinois Condominium Property Act ("Act"): The Illinois statute governing condominium associations.

Common Elements: All portions of the property except the individual units.

Limited Common Elements: A portion of the Common Elements designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units.

Chapter 1 - Conduct & Behavior:

Living in a community can pose a challenge for some interpersonal interactions among neighbors, Board members, management, and vendors/contractors doing work on the property. These Rules have been developed to help create clear expectations for everyone living at Kresswood Trails that will prevent or reduce conflicts between owners, residents, guests, Board members, management, and vendors/contractors.

Discussions, disagreements, and spirited debate among owners, tenants, guests, board members, and management will happen from time to time. However, Unit Owners, residents, and guests shall not engage in any harassing, hostile, or abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, residents, guests, occupants, or directed at Board members, management, its agents, its employees, or vendors/contractors.

Any incidents of harassing behavior, intimidation, or aggression should be reported to the Board or the property manager in writing. After review of the report and appropriate investigation, the determination of a violation will require a majority vote of the Board. Each separate instance of a violation must be confirmed by a corresponding vote. The Board may levy fines, after written notice and an opportunity for a hearing.

The fine for each instance may not exceed \$500.00. Assessed fines will be due on the first business day of the month following the determination of infraction. Any costs incurred, including but not limited to legal fees or court costs, related to such matter shall be additionally assessed to the responsible Owner.

Chapter 2 - Administration

Unit Owner Information Form: Owners are required to fully complete, sign, date, and return the Owner Information Form within thirty (30) days of closing or moving into Kresswood Trails. Owners are required to annually complete, sign, and return the form by December 15th each year. The form includes emergency contact information which is needed to communicate with the Unit Owners in a timely manner. All residents, vehicles, and pets must be registered with the Association. Failure to complete and submit the form will result in a fine. The Board reserves the right to issue daily fines as necessary.

Chapter 3 - Enforcement of Rules

Fine System: A violation of any section of the Declaration or Rules shall be subject to fines plus costs to cure violations, including any legal costs, to the Association. 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. The following is the fine schedule:

1 st Offense	Warning, intent to fine letter; 30 days to correct. 5 days to correct for parking and pet violations.
2 nd / repeat / uncorrected offense.....	\$100 and 15 days to correct, 5 days for parking & pets.
3 rd / repeat / uncorrected offense	\$200 and 15 days to correct, 5 days for parking & pets.
Subsequent repeated / uncorrected offenses	\$300 per offense plus Association costs for legal action to correct the violation.

The Board reserves the right to levy daily fines, and to deviate from this schedule based upon severity of harm to person and damage to property. The right to modify such fines, penalties, and charges shall be at the discretion of the Board. Additional costs for the repair of damaged property as a result of the violation and/or means necessary to cure the violation will be charged to the owner.

Enforcement & Fine Procedures: When a Unit Owner is notified of a warning/intent to fine, they will generally have thirty (30) days to correct the violation. If there is any reason the violation cannot be corrected in thirty (30) days, the Unit Owner needs to communicate with the property manager the issue and the planned timeframe to correct the violation. If the Unit Owner feels the violation has been wrongfully or unjustly charged, a written protest and request for a hearing with the Board must be filed within thirty (30) days to the Association. When a Unit Owner receives a warning or notice of a violation and they do not correct the violation or request a hearing within thirty (30) days, the fine will be charged to the Unit Owner's account.

Chapter 4 - Insurance

Association Insurance and Claims: Only the Board may approve to file a claim against the Association's insurance policy. If an insurance claim is filed against the Association's Insurance Policy

for damage caused by a Unit Owner, which would normally be within the Association's responsibility for maintenance and repair, the Unit Owner will be assessed the cost of repairs up to the insurance deductible and it will be payable within thirty (30) days from the notice of assessment or within whatever time-period the Board may determine is acceptable. The Board shall issue written notice concerning levying the repair/replacement costs and provide the Unit Owner with an opportunity for a hearing prior to levying the cost against the Unit Owner's account.

Owners Insurance: Each Unit 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 unit, floor coverings, and any upgrades made to the unit (commonly referred to as a HO6 or Condominium policy). Contact your own agent or broker to determine what is best for you. This type of policy generally provides insurance for your contents, personal liability insurance as well as property insurance. It is also highly recommended that your policy includes Loss Assessment coverage of at least \$10,000.

Chapter 5 - Architectural Standards

General: Any alterations to the exterior of a unit, including the Common Elements, not covered in the Declaration or in these rules 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 such as bush addition or removal, satellite dish installations, windows, exterior doors, decks, etc.

Administrative Procedure: Unit Owners seeking approval must submit their request in writing using the Architectural / Landscape Change or Improvement Request Form and include a completed Responsibility Waiver. The 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 Unit Owner will be notified and the Board at its next scheduled meeting will consider the application.

Enforcement: The management company will notify an owner by mail that the owner is not in compliance with the Architectural Standards. This includes failure to obtain written permission prior to any work.

1. **Bedding Areas:** The bedding areas that surround each building are Common Elements but may be landscaped without prior approval of the Association when planting small flowering and non-flowering perennials and annuals. No vegetables are allowed to be grown in the bedding areas. You MUST get approval if planting or replacing shrubs, hedges, bushes, or similar. You Must get approval for any other changes not listed here. If in doubt regarding planned bedding area changes, your best option is to submit an Architectural / Landscape Change or Improvement Request Form to prevent being responsible for the removal of unauthorized bedding area changes. The Unit Owner is responsible for any changes made and the ongoing care and maintenance. The Association is not responsible for any damage to landscape changes or improvements due to Association lawn care, snow removal, or other contracted services. Unit Owners/Residents cannot have "raised beds" anywhere at Kresswood Trails.
2. **Decks:** Owners are responsible for the maintenance, repair, and replacement of the deck at their unit. If the owner fails to maintain the deck, the Association will maintain, repair, and replace wooden decks and the cost will be charged to the Unit Owner. Alterations are not permitted to the decks or railings except those outlined in these standards. Any modifications and replacements will require prior board approval.

Maintenance and repair standards

- a) Substantial repair work and replacement of decks requires submitting an Architectural Change Form. Substantial repairs are defined as anything affecting the structural integrity of the deck (basically anything beyond replacing a few floor boards and/or railing spindles).

- b) To ensure the safety of residents and guests, substantial repairs and replacement of decks must be performed by a contractor or individual who can provide a certificate of insurance. The only exception to this requirement is that an individual owner is allowed to repair or replace their own unit's deck.
- c) Deck repairs and replacements must conform to the DCA-6 (Design for Code Acceptance) 2015 Prescriptive Residential Wood Deck Construction Guide or its future updates, revisions, amendments.
- d) To further ensure the safety of residents and guests, all repairs and replacement of decks will require the use of deck screws instead of nails.
- e) The only authorized deck stain for use on decks at Kresswood Trails is:
 - Sherwin Williams Super Deck Exterior Solid Deck Stain; Color: Kresswood Trails Cedar Deck. Sherwin Williams Account number: 1560-4970-2
- f) Deck floor boards may be replaced with a composite deck board material. Prior board approval is required. Deck board color must closely match authorized deck stain color. Sample of actual color and product must be submitted with the Architectural Change form.
- g) Deck railings and Fascia must remain wood; composite materials are not authorized for railings and fascia. This is due to variation in appearance and color between composite materials, ensuring a consistent deck appearance across the association.
- h) A Cocktail Rail on top of the deck railing is authorized. Cocktail rails must be stained the same color as the deck and railing.
- i) Gates in the deck railing to the common areas for 1st floor only decks are authorized. Gates must be the same material and match the design and appearance of the rest of the deck railing. Hardware for gate must be installed on the interior of the deck railing. Prior board approval via an Architectural Change Form is required.
- j) The back side of decks are attached to a ledger board which is attached to the building. The front side of decks must rest on concrete footings. Concrete footings are the responsibility of the unit owners. For stacked decks, the costs for footings will be shared by both owners.
- k) For stacked decks, the lower unit's deck originally served as the foundation for the upper deck. In most cases, both the upper and lower decks are to be replaced at the same time. Deck maintenance, repairs, and replacement for stacked decks requires coordination between both unit owners. In instances when there isn't agreement between both unit owners regarding deck maintenance or replacement, the Board will have the final authority.

Deck usage and limitations

- a) Temporary items such as umbrellas, tables, and deck chairs are permitted on the decks.
- b) Limited decorative deck lighting is authorized. Only white lights are authorized. Lights must be solid lit; blinking, strobe, running, or similar lighting is not authorized. Placement: For single decks and top decks for the units with stacked decks, only authorized to run lights along the deck railing. For units with stacked decks, the bottom deck may run lights along the deck railing or in the overhead, below the upper deck. Deck lighting may not be attached to the building bricks or siding. The Board reserves the right to determine the suitability of any lighting.
- c) Clothing, sheets, blankets, laundry, beach towels, and other similar objects shall not be hung or exposed on decks or railings.
- d) Decorative and privacy screens, panels, hangings, or similar items are not allowed on decks.
- e) Only seasonal items such as lawn furniture may be stored on the decks.
- f) Decks may not be used as pet runs and should be kept clean, orderly, and free from clutter.
- g) Bird Feeders and Bird Houses are NOT allowed on the decks.
- h) Hanging fixtures or attachments may NOT be hung by use of adhesives or hardware penetrating the building siding, brick, or building facia boards.
- i) Wind chimes may be installed on your own deck, so long as not a noise nuisance to other owners/residents in the vicinity. Note item (h) above for allowed placement.

3. **Grills, Fire Pits, etc.:** Gas grills are permitted but must be stored on the deck or in the garage.
 - Grills may **never** be operated inside the garage or in the Common Elements.
 - Please observe all safety practices recommended by the manufacturer when operating gas grills.
 - Charcoal and wood-burning grills are NOT permitted at Kresswood Trails.
 - Wood-burning fire pits, tiki torches, chimneys, smokers, or similar are NOT permitted at Kresswood as these items are potential fire hazards.
 - Gas Fire-pits are not permitted at Kresswood.
4. **Satellite Dishes and Antennas:** Listed below are the acceptable standards for satellite dishes and antennas. If an owner desires anything beyond these standards, they will need to submit a request per the Administrative Procedure listed above.
 - Dish antennas and any other type of antenna may only be installed on a Unit Owner's deck. No dish or antenna can be located in the common elements, they cannot be installed on the roof of a building or on the exterior side of a building.
 - A dish antenna may not exceed forty (40) inches in diameter and must be designed/used to receive direct broadcast satellite service, including direct-to-home satellite service, internet services, or to receive or transmit fixed wireless signals via satellite.
 - A non-dish type antenna may not exceed two (2) feet by two (2) feet in dimension. This would include but not limited to antennas used for purposes such as TV signals, AM/FM radio, amateur ("HAM") radio, or Citizens Band ("CB") radio.
 - No wires can be on the ground or be suspended from the building to the dish or antenna.
 - The dish antenna cannot be painted; it must maintain the manufacturer's original color.
 - Only one (1) satellite dish and/or antenna per unit is permitted.
 - It is the responsibility of the owner to remove and dispose of any satellite dish or antenna when no longer needed or prior to moving out after selling or renting their unit.

For all satellite dishes or antennas installed on a roof or building prior to these rules going into effect, the following applies:

- The Unit Owner shall be responsible for the removal of the dish/antenna and all costs associated with the removal and reinstallation if it must be removed in order for the Association to repair, paint, or maintain the area where it is installed. Reinstallation will be according to the rules in effect at the time of reinstallation.
- Unit Owner is responsible for any damage, leaks, or repairs caused by the dish/antenna.
- Unit Owner is responsible for removal of the dish/antenna when the unit is vacated or sold.
- Unit Owner is responsible for repairing damage to the common elements, the unit, other units, and other property caused by the installation, existence, removal, or use of the antenna.
- Unit Owner shall remove the satellite dish within a reasonable time after notice from the Board if it has fallen into a state of disrepair or may cause damage to person or property.

5. **Air Conditioners and Fans:** Window air conditioners and window fans are not permitted.

6. **Windows, Doors, and Window Coverings:**

- **Window Coverings:** Only generally accepted window coverings shall be allowed in any window such as curtains, draperies, or shades. Window coverings must be maintained in good condition as viewed from outside. Sheets, newspapers, tin foil, or similar are not permitted.
- Nothing shall be placed in a window opening that extends beyond the screen or window.
- **Window Glass and screens:** All building exterior windows must remain the same shape, size, and style windows with grids/grilles, and the same or similar exterior window trim. Windows and screens shall be kept in good condition. Windows, glass, and torn screens

are to be repaired or replaced at the owner's expense. Broken glass, including pressurized gas between the panes, must be repaired, or replaced in a timely manner. Window and door glass cannot be tinted.

- Entry Doors: All entry doors and sidelites must remain the same style, this includes doors to the deck. Repair or replacement of entry doors and sidelites are at the owner's expense.
- Storm Doors/Screen Doors: Storm/screen doors must be full view glass/screen. Doors must be trimmed to either match/coordinate with the building's trim color or be white. Repair or replacement of storm/screen doors is at the owner's expense.
- All door or window replacements must be pre-approved with an Architectural Change or Improvement Request Form.

7. Unit Flooring: This section is added to address changes in flooring trends while ensuring appropriate noise abatement between units.

Tile flooring is generally only authorized in kitchens and bathrooms. Hardwood, laminate, vinyl or similar flooring is generally authorized; however, to ensure the same high quality noise reduction between units as carpeting, a premium underlayment is required. Prior Board approval required for any flooring that is not carpet.

8. Cameras:

- Ring doorbells/cameras may be mounted and used without Board Approval, however; they must abide by the following rules
 - Cameras/doorbells may only be installed on the wood doorframe.
 - Unit Owners are responsible for any damage to the common elements caused by the camera/doorbell installation.
- Security/Surveillance cameras are permitted on the exterior of units. Unit Owners are responsible for the cost of repair of any Association maintained siding, fascia, trim, bricks, etc., caused by the installation of the camera(s). No more than two exterior cameras are permitted per unit. The Board reserves the right to determine suitability, size/style/appearance of camera(s), and quality of installation.
 - Cameras may NOT point so that they are viewing inside another Unit, either through a door or window.
 - Required or recommended ADT or similar signage and window decals are allowed. The Board reserves the right to determine suitability of signage.
- All security/surveillance cameras, with the exception of doorbell cameras, require prior Board approval.

9. Garages: Repair and replacement of garage doors is unit owner responsibility. Replacement garage doors must be the same color and style to maintain the coordinated and consistent appearance across the association. If garage door is repainted, the color must match original color. Garage doors are to remain closed. Garage door screens, banners, or similar are not authorized.

Chapter 6 – Common Elements/Areas

1. **Lights:** Temporary solar landscape lighting that is less than 24 inches in height is allowed in the bedding area adjacent to your unit without approval of the Association and must be in good taste and maintained by the Unit Owner. The Association is not responsible for damage to landscape lighting due to Association lawn care, snow removal, or other contracted services. Blinking, strobe, or similar lighting is not authorized. The Board reserves the right to determine the suitability of any lighting.

2. **Ornaments:** Small (no larger than 36 inches), temporary/seasonal, lawn ornaments and decorations and shepherds hook up to 72 inches are permitted in the bedding area adjacent to your unit. The Board reserves the right to determine the suitability of any ornament.
3. **Toys and Equipment:** Toys, portable sporting equipment, or similar must not be used in a manner in which it could cause damage to the property. No toys or equipment may be left outside overnight. Swing sets, jungle gyms, sandboxes, bounce houses, or similar are not allowed. Temporary structures such as tents or canopies may be put up and taken down on the same day without board approval. Tents/canopies twelve (12) x twelve (12) or less are considered temporary.
4. **Signs:** Signs are not permitted in windows, on the exterior of the unit, or in the bedding areas. This includes for-sale signs, political campaigns and/or statements, real estate signs, or similar. For sale signs on vehicles or in vehicle windows are also prohibited. The only exception for signs are small ADT security or similar security signs.
5. **Decorations:** Seasonal holiday decorations and hardware or lighting may be installed no earlier than one (1) month prior to the holiday and must be removed within two (2) weeks after the holiday. Decorations are allowed on the Unit Owner's deck, entry door area, garage door area, and bedding areas adjacent to the unit. No decorations are allowed on the garage door. Decorations may not be oversized. Lighted decorations must be solid lit; no blinking, strobe, running, or similar lights. Decorations are not permitted in the other common elements. Birthday or birth announcements are allowed and must be removed after one (1) week. The Board reserves the right to determine the suitability of any decorations.
6. **Decoration Installation:** 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. Installation is ONLY allowed in wood trim and decks, NOT in vinyl/aluminum siding or bricks.
7. **Flags:** The only flags permitted are the U.S Flag and U.S. Military Flags.
 - Military flag means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric or cloth.
 - U.S. Flags are to be displayed as outlined in the United States Flag Code, 4 U.S. Code Chapter 1. Flags may be installed using appropriate hardware fastened to the wood trim around the unit's garage, entry door, or deck. Flags may not be fastened to the vinyl/aluminum siding or bricks. The Unit Owner is responsible for any repairs required due to damages to the Association property and when flag hardware is removed.

Chapter 7 - Garbage Collection

Placement: Garbage and recycling containers should not be placed at the curb prior to (4:00 pm) the night before trash pick-up. All uncollected items and containers must be removed from the curb by 10:00 p.m. the day of trash pick-up. Unit Owner's/tenants may not store garbage or recycling containers outside their unit or on their decks. All garbage, trash, and recycling containers must be stored in the unit's garage. Any items left at the curb for trash pick-up that was not taken by the waste disposal company MUST be taken back by the Unit Owner or tenants. Trash, furniture, TV's, etc are not allowed at the curb or common elements area except during trash pick-up day. Any items left outside or at the curb may be removed by the Association and the removal & disposal costs will be charged to the Unit Owner.

Chapter 8- Limitations, Use, and Occupancy Restrictions

Pets: Pet owners must abide by all applicable City and State laws and ordinances respecting animals, with all required vaccinations and licenses remaining current. The following restrictions apply to all animals on the property.

Types: Pets shall be allowed but not more than a total of (two) 2 animals per unit and are of a breed or variety commonly kept as household pets and are not bred. Dogs must not weigh more than eighty (80) pounds. The following breeds of dogs are not permitted: Rottweiler, Pit-Bull, Pit-Bull Mix, American Staffordshire Terrier, Doberman Pincher, German Shepherd, Great Dane, Mastiff, Siberian Husky, Presa Canario, Akita, Chow Chow, Sharpei and Wolf hybrids. In addition, any dog or other pet attacking a person, dog, or another pet, or showing aggressive behavior must be removed from Kresswood Trails immediately.

Defecation & Urination: Picking up after pets is a serious issue. Dog waste is a common source of spreading infectious parasites such as hookworms, ringworms, tapeworms, and roundworms to other dogs. It can also contain infectious viruses that could spread to other dogs, such as parvovirus, distemper, and canine hepatitis.

The pet owner (Unit Owner/resident/tenant) shall be responsible for immediately picking up after any animal kept in the unit or visiting the Association property at that unit. Unit Owners, guests, and residents shall immediately remove any waste deposited by his or her animal(s) and place it in approved waste disposal container. Pet waste containers must be stored in the unit's garage and not in any of the Common or Limited Common Elements. The Unit Owner is responsible for any damage to the Common Elements, Limited Common Elements, third parties, or other animals caused by their pet. The Board may levy the costs of repairs and replacements to the Common or Limited Common Elements landscaping to the unit owner if the Unit Owner or pet owner fails/refuses to clean up after their pet.

Leashes: Pets must be leashed and must be always supervised by a responsible individual when outside of the unit. Pet staking is not allowed.

Storage: Storage of material outside the units/buildings is not permitted. Snow plow blades, trailers, spare tires, ladders, garbage cans, wheelbarrows, construction equipment or debris, recycling containers, bicycles, wagons, children's pools and portable basketball hoops, and any other items as determined by the Board may not be stored outside. Storage (except for vehicles) is defined as anything left overnight.

Vehicle Repairs: Vehicle repairs may only be performed in the garage and are prohibited from being done on the driveway or parking areas 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 vehicle owner or unit owner will be responsible for any damage caused by oil or gasoline spills.

Unit Home-Based Business: Individuals are entitled to reasonably enjoy the use and privacy of their individual unit. Certain types of home-based businesses allow individuals to pursue a livelihood and are not apparent to others outside of the home, therefore causing no adverse effect on neighbors and the community. As such, units at Kresswood Trails shall be used only as private single-family residences and such other uses permitted under federal, state, or municipal statutes or ordinances. A Unit Owner or occupant may conduct discrete business activities within the unit so long as the existence and operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit; the business activity does not involve regular visits to the unit; and the business activity is consistent with the residential character of the community. Examples of discrete business activities include but not limited to

electronic communications, activities conducted via the Internet, and literary or artistic activities. The Board may in its sole discretion restrict any business activities that it determines is interfering with the enjoyment and privacy of the residential purpose of the community association.

Chapter 9 - Noise

Unreasonable noise or disturbance is not permitted at any time. This includes excessive noise on the deck. Loud noises are prohibited between 10 pm and 8 am.

Chapter 10 - Parking

Parking is very limited at Kresswood Trails. Unit Owners, tenants, or occupants are required to park their vehicles in the unit's 2-car garage. Garages are not to be used for storage of personal property and vehicles to the exclusion of parking Unit Owner, tenant, or occupant vehicles within the garage.

No Parking Zones:

- No vehicle shall be parked in a manner that would obstruct a Unit Owner's or resident's access to their garage or to the driveway.
- All driveways between buildings within Kresswood Trails are considered fire lanes, therefore parking is prohibited between the buildings.
- Vehicles shall not be parked parallel or perpendicular to any garage. The **ONLY** exception is for garages that face Kresswood Drive (i.e. units 400, 414, 416, 430, 432, 446, 500, 514, 516, 517, 530, 532, 537, 546, 608, 610, 611, 624, 626, 633, 640, 642, 700, 714, 716, 730, 732, and 746)
- Driveways are Common Elements and owned by the Association, not any individual owner. Parking in a driveway entrance, immediately off of Kresswood Drive, shall not restrict entrance to the driveway or restrict access to garages that face Kresswood Drive.

Prohibited Vehicles:

- No vehicles other than actively used private passenger vehicles shall be parked on the property overnight unless parked inside a garage. Vehicles parked in a garage must allow the garage door to close completely.
- No vehicles such as recreation vehicles, boats, boat trailers, campers, travel trailers, and other types of trailers shall be parked on the property overnight unless parked inside a garage with the garage door completely closed.
- Commercial vehicles of any type or kind, including, but not limited to, commercial vans, pick-up trucks, and cars that have commercial advertising, tools, ladders, or similar may not be parked in driveways or the Common Elements overnight unless parked inside a garage with the garage door completely closed.

Visitor Parking: Visitors may park in the parking spaces at the end of the driveway between each building. If there are no spaces available, visitors will need to park on the street.

Prohibited Areas for Vehicles:

- Vehicles shall not be driven onto or parked on any landscaped areas or sidewalks for any reason. This includes, but is not limited to, the grass between the sidewalk and curb.
- The City of McHenry requires that there be no parking within fifteen (15) feet of a fire hydrant or within thirty (30) feet upon the approach to a stop sign.
- The City of McHenry does not allow overnight parking on Kresswood Drive. The city does allow

exceptions but must be requested in advance from the city by calling the McHenry Police non-emergency number, 815-363-2100 or online at www.parkingrequest.com If vehicles are parked on the street, they must be parked in the correct direction with the flow of traffic. Overnight parked vehicles not reported to the city will be ticketed by the city.

Chapter 11 - Leasing

Unit Owner Information: All Unit Owners who rent out a unit at Kresswood Trails shall provide an updated Owner Information Form when their unit is leased and also updated by December 15 each year. Notification by the Unit Owner is required ten (10) days prior to moving in of any tenant or upon the Unit Owner's vacating of the unit if the unit will remain unoccupied. For units that are not owner-occupied as of the date of the adoption of these Rules, such notification shall be provided by the owner within ten (10) days of the dissemination of these Rules. Any expenses incurred by the Board or management company in locating a Unit Owner who fails to provide such information shall be assessed by the Board to that Unit Owner. 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 agents and 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 notices.

Lease Terms: No unit shall be leased for a term less than twelve (12) months and no portion of unit which is less than the entire unit shall be leased.

Insurance: Unit Owners are required to maintain fire and liability insurance on any unit leased out. Renters are required to maintain renters' insurance.

Lease Submission Process:

- The lease must be in writing, fully executed, and shall not be for a term less than one (1) year.
- The lease will have attached to it the following completed documents:
 - Lease Rider - Both the Unit Owner and renter must sign a rider to the lease indicating they have read and agree to abide by the Association's Rules. The Tenant/Renter is also bound by the Declaration, By-laws, and any amendments by being an occupant at Kresswood Trails.
 - The lease must contain a provision which prohibits subletting.

Penalties:

- In the event of a violation contained in this chapter, the Board shall have the authority to impose a fine to the Unit Owner in accordance with the established fine provisions for rule violations. In addition, at the Board's discretion, an additional fine of up to fifty (\$50.00) dollars per day may be imposed from the date of the violation until the violation is corrected or abated.
- All expenses incurred by the Board, including reasonable attorneys' fees, in connection with any violations under these Rules, will be assessed to the unit owner.

Lease Termination: The Association must be notified within ten (10) days of the 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.

Chapter 12 - Maintenance:

1. **Damage:** Every Unit 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, their own act, or negligence. The Unit 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 the repair of any damages and to charge the cost for the repairs against the unit owner's account.
2. **Unit-to-Unit Leaks:** Each Unit Owner is responsible for any and all damages that result from leaks within their unit that affect another unit or the Common or Limited Common Elements. For example, if your water heater leaks to another unit, you are responsible for the damages to that unit. If your appliance malfunctions, causing damages to another unit, you are responsible.
3. **Dryer Vent Cleaning:** According to The National Fire Protection Agency (NFPA), most home fires involve clothes dryers (92%). One-third (32%) of dryer fires were caused by a failure to clean, mainly due to lint build-up.
 - Given these findings, the Association views improperly vented dryer ducts as well as uncleaned dryer vents as a serious safety hazard to the Association, its residents, and guests. Therefore, the Association requires unit owners to clean dryer vents at least once every two years.
 - The Association will track dryer vent cleaning performed each odd year (2021, 2023, 2025, etc.). Each odd year, in the spring, a reminder notice will be sent to each unit owner. If a Unit Owner fails to submit documentation of dryer vent cleaning completed, a \$75 fine will be assessed to the unit owner. Subsequent fines will be assessed on a weekly basis until documentation that dryer vent cleaning has been submitted to the property manager.
 - If the unit owner fails to provide the Association documentation of completed dryer vent cleaning, the Association may perform the dryer vent cleaning and charge the cost back to the unit owner.
 - Required documentation is the signed Kresswood Trails Dryer Venting Cleaning Form and a copy of the vendor receipt if applicable.
4. **Chimneys & Fireplace:** Any Unit Owner who desires to convert their fireplace from gas to wood burning is required to request approval from the Board via the Architectural Change or Improvement Request Form as outlined in Chapter 5 of these rules.
 - The National Fire Protection Association recommends that chimneys for wood-burning fireplaces be inspected annually and cleaned as needed. The potential of chimney fires poses a safety hazard to the Association, its residents, and guests. Therefore, the Association requires units with wood-burning fireplaces to have the chimney inspected annually by a professional. A copy of the inspection report must be submitted to the property manager. Chimney cleaning for wood-burning fireplaces must be completed when recommended during an annual inspection or every two years, whichever occurs first. Failure to submit documentation of inspections and cleanings to the property manager will result in a \$75 fine assessed to the unit owner. Subsequent fines will be assessed weekly until documentation is submitted.
 - Chimneys for gas fireplaces are not required to be inspected and cleaned.
 - It is recommended that gas fireplaces be inspected every 2-3 years to ensure no issues with the gas logs, burner assembly, or pilot light.

Kresswood Trails Maintenance Guidelines

The Association and the Unit Owner/resident have maintenance responsibilities. To clarify those responsibilities, the 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.

<u>Item</u>	<u>Association</u>	<u>Owner</u>
Air Conditioning compressors, mounting pads, and heating units		X
Appliances (refrigerators, ranges, clothes dryers, exhaust vents, etc.)		X
Asphalt Driveways	X	
Concrete sidewalks and stoops	X	
Deck (The Association may maintain, repair, and replace wooden decks with cost charged to the Homeowner)		X
Doorbell		X
Dryer Vents and Bathroom Vents		X
Unit drywall damage due to settlement or normal wear and tear		X
Drywall damaged by roof leaks	X	
Exterior electrical light fixtures and light bulbs for light fixtures above garage	X	
Electrical (interior service panel, fixtures, exhaust fans, interior light bulbs, appliances, etc.)		X
Exterior doors, frames & windows, including garage doors		X
Exterior painting of wood trim and entry door	X	
Finished Basements		X
Floor Coverings		X
Flower beds and bedding areas (unless installed by owner)	X	
Foundations and support columns	X	
Furnace (ducts, vents, power supply, cleaning, ect.)		X
Garage Door, opener, and hardware		X
Gutters & downspouts	X	
Interior decorating (paint, wallpaper, paneling, carpet and flooring, tile, drapes, window treatments, cabinets, vanities, etc.)		X
Interior doors, knobs, locks and keys.		X
Lawns and landscaping	X	
Mailboxes	X	
Pest control/Animal removal (from within a unit)		X
Pest control exterior	X	
Plumbing fixtures, sump pumps, and pipes serving individual unit		X
Roofs, siding, and vent caps	X	
Water heater (vents, plumbing, etc.)		X
Water spigots		X
Windows, glass surfaces and screens, and storm doors		X

Kresswood Trails Dryer Vent Cleaning Form

Option A – Professional Cleaned

Unit address _____ Kresswood Drive dryer vent was professional cleaned on

Month _____ Day _____ Year _____

Attached is a copy of the receipt for dryer vent cleaning.

Unit Owner Printed Name: _____

Signature: _____

Date: _____

Option B – Cleaned by Unit Owner

Unit address _____ Kresswood Drive dryer vent was cleaned on

Month _____ Day _____ Year _____

I have opted to clean my dryer vent rather than hire a professional contractor to clean my dryer vent. I agree to pay any cost to the Association related to a fire or damage due to a clogged dryer vent. These costs may include the Association's and neighboring unit's insurance deductibles.

Unit Owner Printed Name: _____

Signature: _____

Date: _____

KRESSWOOD TRAILS NORTH CONDOMINIUM ASSOCIATION

Architectural / Landscape Change or Improvement Request Form

NAME _____ DATE _____

DATE _____

ADDRESS _____

PHONE NUMBER _____

NATURE OF IMPROVEMENT

PLANS & SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATIONS AND DIMENSIONS

We the undersigned do hereby acknowledge that we are the owners 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 upkeep maintenance on this improvement

SIGNED _____

----- *FOR OFFICE USE ONLY* -----

SITE INSPECTED BY _____ DATE _____

DATE

REASON FOR REJECTION (IF ANY):

REASON FOR REJECTION (IF ANY):

APPROVED/DISAPPROVED BY: _____

DATE

NOTE: ATTACH THE RESPONSIBILITY WAIVER WITH THIS REQUEST.



KRESSWOOD TRAILS NORTH CONDOMINIUM ASSOCIATION

Responsibility Waiver for Architectural & Landscape Variations

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

I hereby understand that I am responsible for the future upkeep and maintenance of this change and/or improvement.

I hereby agree to permit the Association access to my property for purposes of inspection of the change and/or improvement in order to ensure compliance with the Association Declarations, By-Laws and Rules and regulations.

I hereby agree that failure to comply with any of the above requirements may result in revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of the facilities to a condition that existed immediately before approval. All necessary costs and expense associated with this restoration will be at my expense, including but not limited to construction costs and consequential expenses such as attorney's fees, court costs, permit fees, etc. Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair the change and/or improvement 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 Declaration, By-Laws, Rules and Regulations and the laws of the State of Illinois.

I hereby agree and understand that approval of my application shall be binding on all successors, devisees, heirs, assignees and transferees of my property. I 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 and/or Improvement

If not Homeowner installed: **Contractor name, address and telephone**

Contractor Name

Phone

Contractor Address

**WAIVER MUST BE SIGNED AND SUBMITTED WITH YOUR REQUEST
BEFORE IT CAN BE PRESENTED FOR APPROVAL**

Kresswood Trails Owner Information Form

(PLEASE PRINT)

OWNER INFORMATION

Last Name:	First Name:	Primary Telephone:	Occupied by Homeowner?		
			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Last Name:	First Name:	Secondary Telephone:	(If No, provide Tenant Information)		
Kresswood Unit Address:	Billing Address (if different from property address):				
	City:			State:	Zip Code:
Primary Email Address: (this will also be your online account login)		Secondary Email Address:			

TENANT INFORMATION (please provide a copy of the lease for Tenants)

Name:	Telephone:	Email Address:	
Name:	Telephone:	Email Address:	
Name:	Telephone:	Email Address:	

PET INFORMATION

Type / Species:	Age:	Weight:	Color/Description:
Type / Species:	Age:	Weight:	Color/Description:
Type / Species:	Age:	Weight:	Color/Description:

VEHICLE INFORMATION

Make/Model:	Year:	License Plate No:	Color/Description:
Make/Model:	Year:	License Plate No:	Color/Description:
Make/Model:	Year:	License Plate No:	Color/Description:

EMERGENCY CONTACT

Name of Local Friend or Relative:	Relationship:	Primary Telephone:
Name of Local Friend or Relative:	Relationship:	Primary Telephone:
Secondary Telephone:		

RULES & REGULATIONS

I acknowledge that I and any non-owner resident/tenant have received a copy of the Rules & Regulations and Declaration.	Yes	No
	Initials:	Initials:

I HEREBY ACKNOWLEDGE ALL INFORMATION ON THIS FORM IS CORRECT AND VALID.

OWNER'S SIGNATURE _____ DATE _____

Return to: Kresswood Trails, 518 S. Route 31, #336, McHenry, IL 60050 or info@kresswoodtrail.com

Rev: 9/18/2025

Opt-In Form - Electronic Notice Delivery

Kresswood Trails North Condominium Association

Use this form **ONLY** if you choose to receive official notices and information via email. If you do **NOT** complete this form, you will **ALWAYS** receive paper notices via US Postal Service.

The undersigned, being all of the unit owners of _____ in the Kresswood Trails North Condominium Association, agree that the terms "mailed" and/or "delivered," for the purpose of the giving or service of any notice, or any other document, required or permitted by the Illinois Condominium Property Act ("Act") or by the Association's Declaration of Covenants and/or By-Laws and/or rules, is deemed effective notice to such Member(s)/Owner(s) if and at the time such notice is transmitted by electronic means to such email address(es) as appears on the records of the Association.

The following is the e-mail address(es) where such electronic notice is to be transmitted:

My signature below indicates that I agree to accept the Kresswood Trails North Condominium Association notices and information electronically, that I will consider all such communication to be adequate notice of Association issues, and that it is my responsibility to inform the Association of any change in my email address(es) within five (5) business days if it should ever change.

If the Kresswood Trails North Condominium Association is unable to electronically transmit two (2) consecutive notices; and this inability becomes known to the Board of Directors or Manager, I implicitly revoke my consent to receive electronic notice. My signature below indicates that I acknowledge that the inadvertent failure by the Association to reach me does not invalidate any meeting or other action taken at such meeting.

My signature below indicates that I acknowledge that it is my responsibility to make sure that electronic communications sent to me from the Association will be received, and not intercepted by a spam filter, and that I will take necessary measures to ensure this occurs.

This designation can be rescinded or changed by written notice delivered to the Association.

MEMBER/OWNER NAME

MEMBER/OWNER SIGNATURE

MEMBER/OWNER NAME

MEMBER/OWNER SIGNATURE

DATE: _____