

# NATURE'S POINTE II

## Rules & Regulations

THESE RULES AND REGULATIONS WILL BE ADOPTED AND PLACED INTO EFFECT AT THE BOARD MEETING ON JUNE 22<sup>ND</sup>, 2004. HOMEOWNERS WILL BE ASKED TO COMPLY IMMEDIATELY AND WILL BE NOTIFIED OF ANY VIOLATIONS AFTER JUNE 23<sup>RD</sup>, 2004.

## Table of Contents

Section I	Introduction
Section II	Definitions
Section III	General Rules
Section IV	Violations & Fine Policy
Section V	Assessments
Section VI	Transfer of Ownership
Section VII	Petitioning for Change
Exhibit "A"	Witness Violation Complaint Form
Exhibit "B"	Fence Modification Form
Exhibit "C"	General Modification Form
Exhibit "D"	Notification of Sale Form

## Preface

These Rules & Regulations have been adopted with the intent of providing the residents of Nature's Pointe II with a practical plan for day to day living. Its goal is to maintain our community as a first-class association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Nature's Pointe II Homeowners Association runs with the property. Each buyer of property within Nature's Pointe II is bound by the governing documents of the Association that include the Declarations of Covenants and By-Laws. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declarations and By-Laws, which exist for the benefit of our community and helps to maintain our property values.

Requests for changes can be made in writing through the Property Manager or directly to the Board. The board on at least an annual basis will consider all requests for changes in good faith.

If you are found in violation and are fined, remember this action is taken to assure the continuity of the community and stability of property values.

Effective Rules and Regulations require the cooperation of all residents of the Association. The best approach to resolving the difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Management Office. Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

## SECTION I - INTRODUCTION

- The following Rules & Regulations flow from the Declaration of Covenants. It is not the intent of these Rules and Regulations to be a substitute for the Declaration and By-Laws.
- To the extent that the provisions of applicable law (federal, state, or local), the Declaration, By-Laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws, and the Rules & Regulations, in that order.
- These Rules & Regulations are binding on all Homeowners, Residents, their Families and Guests. The Homeowner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a minimum 30 days for public comment.
- Architectural Review - Plans for any modification to the exterior of any home to include additions, fences, driveways, etc. must be submitted to the Architectural Review Committee for approval and in case of a draw the Board of Directors will have final approval.

## SECTION II - DEFINITIONS

- **Association**  
Refers to Nature's Pointe II Homeowners Association.
- **Assessments**  
The amount due from each owner to fund Common Expenses.
- **Board of Directors**  
Consists of five members of the community elected by the Association. They are responsible for the direction and administration of the Nature's Pointe II Homeowners Association. Each member of the Board shall be an owner and shall reside on the property.
- **By-Laws**  
Contains regulations for the administration and management of the Association. It is recorded along with the CC&Rs with Kane County against all properties within Nature's Pointe II.
- **CC&Rs or Declaration**  
Abbreviation which refers to the Declaration of Covenants, Conditions and Restrictions that has been recorded with Kane County against all properties within Nature's Pointe II. The legal document that creates the plan for the Association provides for restriction of owner's rights, deed covenants/restrictions. It sets up the owners/association relationship and binds property owners both present and future.
- **Common Area**  
Includes the berms surrounding the properties, the entrance ways and parkways, and certain open areas within the properties.
- **Property Manager**  
A professional hired by the Board of Directors to manage the day-to-day affairs of the Association. Contact a Board Member for the current property manager name and address.
- **Properties**  
All real property, common and private, within the Nature's Pointe II Homeowner Association as defined in the CC&R.

## **SECTION III - GENERAL RULES**

### **Petitioning for Change**

The Board of Directors have adopted these Rules & Regulations in the belief that they reflect the requirements of the Declaration of Covenants, Conditions and Restrictions (CC&R) and will assure the continuity of the community and stability of property values. Requests for changes can be made in writing through the Property Manager or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith.

### **Basketball Hoops**

Basketball hoops may be portable basketball standards or permanently installed pole standards that must be properly maintained, with no visible rust, and no missing or torn nets.

Portable standards are not to be located in the street and must be upright at all times. All portable standards must be located on or adjacent to the owner's driveway and must not encroach on the neighbor's lot line or the public sidewalk. Portable standards should be properly weighted according to manufacture's guidelines to prevent tipping over. The use of sand bags or other items piled on the base is not permitted.

The installation of Permanent Standards shall be subject to Architectural guidelines and Board of Directors review and approval. In no case may the pole be attached to the house, on the front lawn area, near a sidewalk, or on a driveway. Before any permanent poles are installed a drawing must be submitted, reviewed and approved by the Architectural Review Committee, in case of a draw the Board of Directors have final approval.

The sleeve of the permanent standard must be cemented into the ground with the top of the cement below grade surface and covered with earth, stone or grass. A gravel layer is necessary to aid in drainage for the sleeve's open bottom. A bolt shall be installed to secure the pole from spinning. The sleeve should not be more than two inches above ground in order to accommodate a cap. It must not be a trip hazard or be able to cause harm if fallen upon. When the pole is not in the sleeve, the sleeve must be capped.

### **Fences**

Before any homeowner or company may install a fence in Nature's Pointe II a drawing must be submitted, reviewed and approved by the Architectural Review Committee, in case of draw the Board of Directors have final approval.

### **Flag Poles**

Permanent flagpoles must be reviewed and approved in accordance with the Architectural Review Committee, in case of a draw the Board of Directors have final approval.

## **Garbage**

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste and other similar items must be stored in your garage or on side of house if screened from view. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear of your home. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than dusk the night before collection day. Empty containers are to be removed from the curb by the evening of collection.

Please check with the City of Aurora for the current regulations regarding refuse collection.

## **House Numbers**

Must be in accordance with the City of Aurora, and clearly visible to emergency and office vehicles. No rusted or broken numbers may be displayed.

## **Lighting & Holiday Decorations**

All exterior light additions must be approved in accordance with the Nature's Pointe II Architectural guidelines with the exception of seasonal holiday lights that are subject to the following restrictions.

- A. Holiday lights and decorations shall only be displayed from November 15 through January 31 but may not be illuminated after January 15<sup>th</sup>. The post Holiday removal date may be extended at the sole discretion of the Board of Directors in response to weather conditions.
- B. Lights and decorations for holidays falling outside the above dates may be displayed from three weeks prior to the holiday to one week after.

## **Nuisance**

No portion of the properties shall be used, in whole or in part, for the storage of any property or item(s) that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, or material be kept upon any portion of the properties that emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

No outside area may be used for storage. Ladders, bags of fertilizer, lawnmowers, tools, etc. must be stored in a garage. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in rear yard. Firewood may be neatly stacked on the side or rear of the home.

Closed compost bins are allowed, however cannot be visible from the street.

## **Parking**

Homeowners should use their garage and driveways as the primary parking locations for their vehicles. At no time is any vehicle allowed to obstruct any public right of way including sidewalks.

Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft, and boat trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than 24 hours in preparation for use or for routine maintenance, with the restriction that the RV may not be parked outside for more than 12 days per year. In no case may recreational vehicles be used as living quarters within the properties.

#### **On Street-Parking**

Parking on streets that have been dedicated to the City of Aurora is subject to city ordinance and city enforcement. Highlights of the City regulations include 1) unless posted otherwise, cars may be parked for no more than 48 hours on any city street; 2) no commercial vehicle, trailer or truck tractor exceeding two tons in weight shall be permitted to be parked on any public street in a residence district for a longer period than two (2) hours.

#### **Play Equipment**

No play equipment such as swing sets and trampolines shall be placed in the front yard. All portable play equipment (examples: trampolines & portable basketball hoops) that is visible from the street or common area shall be taken down and stored during the following timeframe (December 1<sup>st</sup> until March 1<sup>st</sup>).

#### **Garden Ponds**

Before any homeowner or company installs a pond a drawing must be submitted, reviewed and approved by the Architectural Review Committee, in case of a draw the Board of Directors have final approval.

#### **Satellite Dishes**

Per FCC guidelines, a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your exclusive use private property without prior approval of the Association. In no case may satellite dishes be installed on common property or common elements. To preserve the aesthetic look of our community, you are requested to observe the following preferred location guidelines:

1. On the rear wall of the house at or below the top line of the tallest first floor windows but less than 10 ft above grade (measured from the top of the dish).
2. On a deck or patio located in the rear yard not more than 4 ft above the deck or patio floor, but less than 10 ft above grade measured from the top of the dish.
3. Freestanding in the rear yard not more than 4 ft above grade (measured from the top of the dish).
4. Higher on the rear wall of the house.
5. On the sidewall of the house as far to the rear as possible.

If you are unable to obtain a clear signal from these locations, the dish should be placed in a location as unobtrusive as possible. Locating the dish on the front of the house or the peak of the roof is strongly discouraged.

Only one dish per type of service from the same provider is allowed.

Dishes must be gray in color or painted to match the field color of the house.



## Signs

No permanent sign of any kind shall be erected within the properties without the written consent of the Board of Directors. Permanently installed signs are subject to review and approval from the Nature's Pointe II Architectural Review Committee, and in case of a draw the Board of Directors have final approval.

The following provisions constitute written consent for certain limited applications:

- A. "For Sale" signs are limited to one standard type "Realtor" or commercially available "By Owner" sign per home placed on the front lawn only.
- B. Special occasion signs such as Birthdays, Birth, etc. similar to those supplied by a sign rental company may be displayed for no longer than one week and may not exceed standard size limitations.
- C. Political signs may be displayed on your private property only and are limited to one per issue or candidate and shall only be installed 60 days prior to the upcoming election and must be removed within 6 days following the election. The sign must not be placed in any public right of way and must conform to the guidelines set by the City of Aurora.
- D. Garage sale signs are limited to one per home on your private property and must conform to the guidelines set by the City of Aurora.
- E. Signs are not allowed on Common Areas.

## Tree, Bush and Shrub Removal

Diseased and/or dead trees, bushes or shrubs must be removed or contracted to be removed within 30 days to promote the growth of other trees and for aesthetic and safety reasons. When trees are removed, the homeowner must remove the stump to below ground level and repair the landscaping with grass, sod or another planting.

## Vandalism

Any acts of vandalism to common areas should first be reported to the Aurora Police Department and then to the Property Manager so that the necessary repairs may be completed.

Charges incurred to repair damages made by a Homeowner, Tenant, Family Member and/or Guests will be billed to the Homeowner.

## Yard Decorations

Exterior sculptures, fountains and similar items placed in the front yard must be approved in accordance with the Architectural Review Committee, in case of a draw the Board of Directors will have final approval.

*Above 36"  
ARE SUBJECT TO REVIEW IN*

## **SECTION IV - VIOLATIONS AND FINE POLICY**

### **Resident Cooperation**

Unless, the Board, through the Property Manager, is notified of rule infractions by homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

### **Written Warnings & Violation Notices**

Written Warnings and Violation Notices are issued by the Property Manager, or persons authorized by the Board to do so, the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

- A. The Association receives a letter of complaint or Witness Violation Complaint Form, which includes 1) the name, address and phone number of the complaining witness, 2) the owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time and location where it was alleged to have occurred.
- B. A Board Member or the Property Manager issues a witness statement based on his or her own observations.

### **Written Warnings**

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service regular mail to the owner of record, within 10 business days of the report of the alleged violation. The notice will be considered properly delivered if not returned to sender. The warning will include specifics of the alleged violations as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within 10 business days after receipt of the Written Warning.

### **Notice of Violation (N.O.V.)**

If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint, or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent, by U.S. postal service certified mail to the owner of record within 10 business days of the report of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed by default unless a hearing is requested in writing within 10 business days after receipt of the Notice of Violation.

### **Hearings**

Provided the N.O.V. recipient has properly requested a hearing, this person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself. This hearing will consist of the N.O.V. recipient the Board of Directors, Property Manager and may include the witness. All hearings will proceed with or without the presence of the accused owner. The decision of the Board or its duly authorized committee shall be rendered in writing within five days after the hearing and such decision shall be binding upon all parties.

## Penalties & Fines

A. Rules and Regulations Violations that occur within a one-year period, the fines are as follows:

1. 1<sup>st</sup> notice of offense - Written Warning with warning of fines
2. 2<sup>nd</sup> notice of offense - \$50.00 fine per violation
3. 3<sup>rd</sup> notice of offense - \$75.00 fine per violation
4. Fines of a continuing nature - \$100.00 per month per violation
5. Liens and/or legal action for homes with unpaid accounts of \$200 or more. All court costs paid by violator.

The Board is granted discretion to deviate, upwards or downwards from the fine schedule as it deems necessary depending on the circumstances of a particular violation. The remedies described herein are not exclusive.

B. Architectural Guidelines Violations

1. Written Warning
2. Failure to submit a required modification request - \$100 per occurrence or modification.
3. Installations that are not in compliance with the Architectural Guidelines or by-laws will result in a fine of \$250 for the first month and \$100 per month for each subsequent month until it is in compliance with an approved submittal.
4. Liens and/or legal action for homes with unpaid accounts.

C. Diseased and Dead Trees and Shrubs

Homeowner will be given 30 days to remove, contract or treat diseased trees and/or shrubs. See penalties & Fines Section A for details.

D. Costs

In the event of any violation of the Rules & Regulations, Architectural Guidelines, Declaration or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending owner at 125% of Association cost.

## SECTION V - ASSESSMENTS

- Annual assessments are currently billed with the first half due January 1<sup>st</sup> and the second half of the payment due July 1<sup>st</sup>. If you have not received an assessment statement or booklet please contact the management office. It is the homeowner's responsibility to pay the invoice on time.
- Special assessments are billed as directed by the Board of Directors.
- A late charge of 18% will be charged if payment is received more than 30days after due.
- Accounts with balances of \$200 or more will be referred to legal counsel for collection as a matter of course. All attorney fees, court fees or any other fees incurred in collection will be added to the account of the owner.
- Pursuant to the Statutes of the State of Illinois, the Association is authorized to pursue Forcible Entry and Detainer proceedings for delinquent assessments and other monies owed to the Association. These proceedings may result in the Resident's loss of possession of his/her home.
- Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to a Homeowner's account.
- Homeowners have the right to request a hearing of the Board to protest any charges added to their account within 30 days of the charge being added. Provided a hearing has been properly requested in writing, the owner will be given a written notice informing him or her of a time and place where the Board of Directors will conduct a private hearing to review the protest. All hearings will proceed with or without the presence of the owner. The decision of the Board shall be rendered in writing within five days after the hearing and such decision shall be final.

## SECTION VI - TRANSFER OF OWNERSHIP

Prior to any closing of a home, proper documentation must be obtained from the Association's agent. The seller, their attorney or agent can request these documents. A request for assessment letter form can be obtained from the management company's closing department by calling ~~847-806-6020~~. The costs associated with the sale or refinance of each home is as follows: 630 897-0500

### Closings: *+ Refinance*

- ~~Assessment Letter with 30 Days Notice~~ ~~\$50.00~~
- Assessment Letter with Less Than 30 Days Notice \$75.00
- Assessment Letter with 48 Hours or Less Notice ~~\$100.00~~ 150<sup>00</sup>
- Mortgage Questionnaire Form ~~\$100.00~~ per page 75 pg
- Copy of Declarations & By-Laws \$25.00
- Copy of Rules & Regulations \$10.00

All charges must be paid by the selling owner prior to ~~or at closing~~ receiving letter.

### Refinancing

- ~~Assessment Letter with 30 Days Notice~~ ~~\$25.00~~
- ~~Assessment Letter with Less Than 30 Days Notice~~ ~~\$35.00~~ 75
- ~~Assessment Letter with 48 Hours or Less Notice~~ ~~\$75.00~~ 150
- Mortgage Questionnaire Form \$10.00 per page
- Copy of Declarations & By-Laws \$25.00

All charges must be paid at closing or they will be charged back to the homeowner's account.

## **SECTION VII - PETITIONING FOR CHANGE**

The Board of Directors has adopted these Rules and Regulations in the belief that they reflect the requirements of the Declarations of Covenants, Conditions and Restrictions (CC&R). These Rules & Regulations are designed to assure the continuity of the community, safety of owners and stability of property values. Requests for changes can be made in writing through the Property Manager or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith.

# WITNESS VIOLATION COMPLAINT

WITNESS: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

ADDITIONAL WITNESS: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

ALLEGED VIOLATOR: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

VIOLATION DATE: \_\_\_\_\_ VIOLATION TIME: \_\_\_\_\_

SECTION OF CC&R, BY-LAWS OR RULES VIOLATED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS' OBSERVATIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WERE ANY PHOTOGRAPHS OR RECORDINGS MADE? \_\_\_\_ YES \_\_\_\_ NO

Include all tapes, photographs and details, i.e. vehicle model, color, license number with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS AND, IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY

Assessments Current? Yes \_\_\_\_\_ No \_\_\_\_\_  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_  
Modification I.D. Number: \_\_\_\_\_

# FENCE MODIFICATION FORM

Date Submitted: \_\_\_\_\_

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

### CHECKLIST OF REQUIRED INFORMATION:

- \_\_\_\_\_ Plat of Survey attached showing proposed location of fence.
- \_\_\_\_\_ Is this a corner lot? Yes \_\_\_\_\_ No \_\_\_\_\_
- \_\_\_\_\_ Does your lot have a Screen Planting Easement? Yes \_\_\_\_\_ No \_\_\_\_\_
- \_\_\_\_\_ Type of Material (Cedar, Vinyl, etc. ) \_\_\_\_\_
- \_\_\_\_\_ Fence Style (attach drawing or product literature)
- \_\_\_\_\_ Distance between pickets: \_\_\_\_\_
- \_\_\_\_\_ Width of pickets: \_\_\_\_\_
- \_\_\_\_\_ Fence height from ground level to highest point excluding posts: \_\_\_\_\_  
(If fence height varies, indicate the varying heights on Plat of Survey)
- \_\_\_\_\_ Finish color of Paint or Stain: \_\_\_\_\_
- \_\_\_\_\_ Existing fences on adjacent lots: Yes \_\_\_\_\_ No \_\_\_\_\_  
Describe if Yes: \_\_\_\_\_

Anticipated Start Date of Project: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**SUBMITTING THIS FORM DOES NOT GIVE YOU THE AUTHORITY TO PROCEED WITH WORK. YOU MUST ALLOW UP TO 30 DAYS AFTER SUBMISSION OF ALL REQUIRED DOCUMENTS FOR APPROVAL.**

All approved modification projects must be started and preferably completed by the end of the calendar year. If work has not started, approval authorization will expire. If work is in progress, you must submit a letter for an extension. If there are any alterations in the previously approved modification, you must restart the approval process.

Submitting this form does not relieve you of complying with City of Aurora regulations and/or obtaining the necessary permits from the City of Aurora. Contact the City of Aurora's Building/Permits Dept at (630) 892-8088 for information. Approval of your project by the Nature's Pointe II Architectural Committee is based on aesthetic considerations only and does not guarantee that your project is structurally safe, sound or in compliance with governmental regulations. The homeowner is responsible for any resulting drainage problems caused by this modification on his and/or adjacent lots. Please remember to contact J.U.L.I.E. (1-800-892-0123) prior to the start of any digging to help protect against damage to utilities. Any damage to utilities is the responsibility of the homeowner.

**Thank you for complying with the Nature's Pointe II Architectural Guidelines.  
Your cooperation is appreciated.**



<b>OFFICE USE ONLY</b>	
Assessments Current? Yes _____	No _____
Approved By: _____	Date _____
Approved By: _____	Date _____
Approved By: _____	Date _____
Inspected By: _____	Date _____
Modification I.D. Number: _____	

## GENERAL MODIFICATION FORM

Date Submitted: \_\_\_\_\_

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**I am requesting the following Modification(s) to my property:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Retaining Wall             | <input type="checkbox"/> Room Addition  | <input type="checkbox"/> Hot Tub       |
| <input type="checkbox"/> In-Ground Sprinkler System | <input type="checkbox"/> Sun Room       | <input type="checkbox"/> Gazebo        |
| <input type="checkbox"/> Privacy Screen             | <input type="checkbox"/> Screened Porch | <input type="checkbox"/> Swimming Pool |
| <input type="checkbox"/> Other (describe): _____    |   |  |

### CHECKLIST OF REQUIRED INFORMATION

- Plat of Survey showing location of proposed installation
- Is this a corner lot?
- Does your lot have a Screen Planting Easement?
- Attach dimensional drawings of any construction involved.
- Describe materials to be used, finish color, and construction details.
- Attach product literature if available.

Anticipated Start Date of Project: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**SUBMITTING THIS FORM DOES NOT GIVE YOU THE AUTHORITY TO PROCEED WITH WORK. YOU MUST ALLOW UP TO 30 DAYS AFTER SUBMISSION OF ALL REQUIRED DOCUMENTS FOR APPROVAL.**

All approved modification projects must be started and preferably completed by the end of the calendar year. If work has not started, approval authorization will expire. If work is in progress, you must submit a letter for an extension. If there are any alterations in the previously approved modification, you must restart the approval process.

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**Thank you for complying with the Nature's Pointe II Architectural Guidelines.  
Your cooperation is appreciated.**

# NOTIFICATION OF SALE

Seller must submit this completed form 30 days prior to the closing date along with a check for \$50.00 payable to Property Specialists, Inc. for a processing fee. Mail to:

Date: \_\_\_\_\_ Property Address: \_\_\_\_\_

**SELLER** Name(s) \_\_\_\_\_

Current \_\_\_\_\_ Forwarding \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_ Telephone \_\_\_\_\_

**BUYER** Name(s) \_\_\_\_\_

Current \_\_\_\_\_ Mailing \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_ Telephone \_\_\_\_\_

**DATE OF CLOSING:** \_\_\_\_\_ **DATE OF OCCUPANCY:** \_\_\_\_\_

**SEND CLOSING LETTER TO:** \_\_\_\_\_

Purchaser(s) and Seller(s) hereby state that the seller has provided the purchaser with the Declarations, By Laws and Rules & Regulations that govern the Nature's Pointe II HOA.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date