



LINDEN WOODS CONDOMINIUM ASSOCIATION

Rules & Regulations

Linden Woods is a Great Place to Live!

**Revised: 8/2014
1/2021**

Linden Woods Condominium Association Rules & Regulations

Adopted: November 2014

Contents

Rules & Regulations	1
Definitions	3
INTRODUCTION	4
RULES AND REGULATIONS	6
Alterations, Additions & Improvements	6
Assessments	7
Delinquent Accounts	
Board Meetings and Association Records	8
Decks	8
Pets	9
LINDEN WOODS ADDENDUM PET RULES	
Property Appearance	11
Garbage Collection	12
Insurance and Liability	13
Leases, Tenants, and Non-Resident Owners	13
Noise & Nuisance	14
Vehicle Regulations	15
PARKING PERMIT POLICY	16
Pest Control	17
Snow Removal	17
Storage / Bike Rooms	17
Signs and Advertising	19
Cable/Satellite Dishes	19
Business Use	20
Common Property	21
Unit Sale / Ownership Transfer	22
Emergencies / Emergency Unit Information	23
Security	24
Maintenance & Repairs	24
Violations and Fine Policy	25
Appendix	28

Definitions

Linden Woods Condominium Association – Refers to the condominium community property located on Tall Oaks Drive in Aurora, IL, consisting of building addresses 1850, 1855, 1870, and 1875 Tall Oaks Drive. The Linden Woods Condominium Association is hereinafter referred to as the “Association.”

Board of Directors – Consists of five members of the Linden Woods Condominium Association community elected by the Association members. It is responsible for the direction and administration of the Linden Woods Owners Association. Each member of the Board must be a Linden Woods Condominium Association Owner. The Board of Directors is hereinafter referred to as the “Board.”

Property Manager – A professional hired by the Board of Directors to manage the day-to-day affairs of the Linden Woods Condominium Association. Contact information for the current Association Property Manager may be found posted in each building vestibule.

Owner(s) – The Unit Owner(s) of record, beneficial Owners or beneficiaries of any trusts holding title to property within the Linden Woods Condominium Association. All Owners must provide an address where written correspondence and assessment statements may be sent, if different from the property address. Owners are hereinafter referred to as “Owners.”

INTRODUCTION

Condominium Ownership is a shared living experience. The establishment of Rules and Regulations is necessary for a smooth, effective operation.

To experience the full enjoyment of this lifestyle, it is essential to delineate the obligations of all residents via the establishment of Rules and Regulations. Living in an association requires adherence to certain Rules and Regulations due to the necessity for architectural conformity. Additionally, the demands of the Declaration and By-Laws exist for the benefit of our community and help to maintain each Owner's property values, as well as those of the community.

The Board's goal is to maintain the property as a first-class association and to provide the residents with specific information that will be reviewed on an on-going basis by that entity.

The basic rules, including your rights and obligations, are set forth in the Declaration of Condominium Ownership and Bylaws received upon the purchase of each Owner's unit. The Declaration and Bylaws provide that the Board of Directors may adopt reasonable Rules and Regulations for the maintenance, health, comfort, safety and general welfare of the Owners and/or residents of this property.

However, the Board is not a police department and in order to have effective Rules and Regulations, the cooperation of all Association residents is required.

The following are the Rules and Regulations set forth by your Board of Directors. They are subject to additions/revisions as deemed necessary.

All rules, regulations, restrictions, and covenants contained in the Linden Woods Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in these comprehensive Rules and Regulations.

To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first be enforced, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Unit Owners, residents, their families, guests, invitees, and tenants.

Exceptions to the rules may be made only in writing. Any exceptions must be signed by the Board or its duly authorized agent, following a written request by a Unit Owner in order to be deemed enforceable.

The provisions of these Rules and Regulations may only be amended by vote of the Board of Directors in an open meeting. The meeting must follow notice to the community of a pending change and allow for a public comment at the meeting.

RULES AND REGULATIONS

Alterations, Additions & Improvements

Any Owner wishing to perform any alterations, additions, or improvements other than those of a cosmetic nature to his unit must obtain a written request from the Property Manager.

This form must be completed and submitted to the Board via the Property Manager's Office **BEFORE** work is contracted. If you have any questions please call the Property Manager.

No alterations of any kind may be made to the exterior portions of any building, including rooftops, siding, etc. Any alterations which change the appearance of any building in any way are prohibited. Any changes **within** a unit which alter the structure in any way are also prohibited without the express written approval of the Board and any applicable governmental entity.

Basketball hoops and/or portable standards are not permitted in any location on Association property.

The construction of fences is not allowed on any portion of the property.

Window and door replacements must be approved in writing by the Board prior to installation. They also must be white and consistent with the size of the current hardware.

Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls of the building. No sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, rooftops, or any part thereof, without prior written consent of the Board.

The installation of window air conditioning units is not permitted in any unit.

No air-conditioning unit of any type, other than those installed as of the recorded date of the Declaration, or those thereafter installed by the Developer, or those installed by decision of the Board, may be installed without the prior written consent of the Board.

Nothing shall be done in, on, or to any of the Common Elements which would impair or change the structural integrity of any building, except as constructed or altered by the decision of the Board.

Assessments

Assessments are due and payable on the first of the month. Checks are to be made payable to the Linden Woods Condominium Association. It is the Owner's responsibility to pay unit assessments on time.

Any payment of less than the full amount of all assessments and other charges due in any given month, or any payment which is made after the 15th of the month, shall subject the Owner's account to a late charge of \$35.00 for that month.

Special assessments may be billed as deemed necessary and directed by the Board.

Owners who are delinquent in the payment of common expenses may be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has been initiated, all legal fees and costs will be assessed to the Owner as required by the Declaration and By-Laws.

Any Owner who submits a check that is returned by the bank for insufficient funds will be charged a fee of \$30.00, plus any costs incurred by the Association from its bank.

When an account is late and a late charge is assessed, the Owner will be sent a thirty (30) day notice warning of the delinquency.

When an account continues past due into the next month and a second late charge is assessed, the Owner will be referred to the Association's attorney for legal action.

In the event of extenuating circumstances, the Board shall have the authority, at its discretion, to credit back any late charges which may have been added to an Owner's account.

Please note that Illinois law permits the Association to sue Owners who have failed to pay assessments. That lawsuit will seek both a money judgment and possession of the Owner's Unit. If the amount of the judgment is not paid, the Association can have the Sheriff evict the occupants of the Owner's Unit.

Board Meetings and Association Records

Board meetings are open to all Owners except for portions of meetings that are permitted to be closed pursuant to the Condominium Property Act.

The time and location of the Board Meetings is determined by the President or action of the Board from time to time, and appropriate notice will be given to all Owners via the posting of a notice on the Association bulletin Boards located in the stairwell of each building and through mail or personal delivery.

Owners seeking books and records that are required to be provided by the Association, must submit a written request in compliance with the law to the Property Manager. The Association will permit owners to inspect such books and records. A member of the Property Manager staff will need to sit with the Owner conducting such an inspection. The Owner shall be charged the costs of retrieving and making the records available as well as the costs of copying any requested records.

Decks

1. Decks are limited common elements. Owners/residents are prohibited from chemical cleaning, pressure washing, painting, staining, sealing, or changing the decks/balconies in any way, including but not limited to adding shades, blinds, structural or non-structural changes or any other changes that have not been approved by the Board. All modifications, alterations, and/or changes require **written approval** from the Board. Unapproved modifications, alterations and/or changes may be subject to a \$500.00 fine, plus restoration costs.

2. Owners shall keep balconies broom clean, orderly and free from clutter. Planters and plants must be on the inside of the balcony railing. Decks are not be used as storage spaces for miscellaneous items (e.g. clothing, sheets, toys, bicycles, laundry drying, household garbage, vehicle parts, tires, etc.). Decks may not be used for furniture storage, other than for seasonal storage of furniture appropriate for use on decks and balconies.

Laundry drying equipment shall not be erected or used outdoors, whether attached to a building or structure. Clothing and other items shall not be hung over deck railings.

3. Decks may not be decorated, enclosed, altered or the appearance changed in any way, with the exception of holiday decorations. Holiday decorations may be displayed a maximum of 30 days prior to a holiday and must be promptly removed within 30 days after the holiday.

4. No flammable fuel material (including but not limited to charcoal, wood products, propane, gasoline, and fuel oil) may be used or stored on decks. The only cooking allowed on decks must be on the original natural gas barbecue grills that were installed by the developer. No Weber-type grills, fire pits, open burning outdoor heaters, and/or other incendiary devices are permitted.
5. Decks must not be used as pet runs. Pets shall not be left on decks unattended and are not allowed to urinate or defecate on the decks.
6. Owners are responsible for damage caused by objects which fall from or which are blown from their decks.
7. No items or objects shall be thrown, swept or shaken from balconies.
8. Nothing shall be permanently affixed to any part of the deck structure. All satellite dishes may be securely mounted to the rails/columns by lag screws or other methods and may not overhang the deck.
9. No permanent plantings are permitted. However, unattached flowerpots and/or planter boxes may be used. Planters shall be safely mounted to the deck to prevent them being accidentally blown or knocked off. Residents are responsible for any damage caused if their planter falls and injures someone or something.
10. Residents who smoke on their decks must have non-flammable containers available on their deck for proper disposal of cigarette and cigar butts. Cigarette and cigar butts must not be discarded on the lawns.
11. Each unit has been equipped with a gas grill and the Owner/resident is responsible for the safe use of the grill. Care must be exercised to prevent the danger of fire to combustible Common Elements. Smoke and/or food odors caused by outdoor cooking must not become an annoyance to adjacent units.

No unsightly artificial vegetation shall be permitted on the exterior of any portion of the property. Window boxes or other decorations hanging from the windows are strictly prohibited. Planters, flower pots and other yard ornaments must be aesthetically pleasing. Bird baths and bird feeders are not permitted.

Pets

Only household pets shall be permitted within the Association. All other animals and pets, including but not limited to reptiles (snakes), ferrets and other warm and cold-blooded animals not usually considered a trainable domestic animal, are prohibited. For purposes of these rules, household pets shall include dogs, cats, birds, rodents (including

guinea pigs), fish or turtles that are traditionally kept in the home for pleasure rather than commercial purposes. No household pets shall be raised, bred or kept for commercial purposes.

No animals, livestock, reptiles, or fowl of any kind shall be raised, bred, or kept on any portion of the property, with the exception of household pets.

Feeding of birds, squirrels or any wild animals from decks, windowsills or any part of the common or private areas of the Association property is prohibited.

All pet Owners must immediately clean up after their pets when walking them in properly designated areas.

All dogs must be registered with the City of Aurora and registration tag must be visible at all times.

Pets must be on leashes at all times when outdoors on the property.

No dog runs or animal pens are permitted.

Pets shall be controlled so as not to create a nuisance, unreasonable disturbance, or damage to any common property or the property of any other resident or Owner.

The Owner, resident, or guest is responsible for the actions of pets belonging to any person in or visiting his unit, and the costs of repairing any damage caused by a pet shall be assessed to the Owner deemed responsible as a common expense.

No pets shall be tethered on the common elements.

Dogs are limited to 1 per unit and may not weigh over 35 pounds.

Pets taken outside the unit must be on a leash at all times.

Pets are not allowed on any porch, deck or grounds unattended.

All Dogs must be registered with the Property Manager; there is a pet fee of \$50.00 for registration.

A fine of \$250.00 will be incurred for dogs not registered and found to be living within the Association. In addition, a recurring fine of \$10.00 per day will be assessed until the dog is either registered or permanently removed from Association property.

Resident pet owners must be in compliance with all of the City of Aurora ordinances applicable to pets.

Resident pet owners must control the noise of his/her pet so that it does not constitute a nuisance to other residents. Failure to control the pet noise may result in fines or loss of pet ownership privileges.

Extermination costs for pest infestation such as fleas, ticks or other animal related pest caused by the resident's pet would be the pet owner's responsibility.

Any costs for extermination associated with a particular unit will be assessed to that unit's Owner. Pet owners are responsible for the actions of their pets and any damage the pet may cause.

Visiting pets will not be allowed; if a resident is temporarily boarding a pet for a non-resident, that pet will be allowed on the property and is limited to a maximum of 30 days habitation. Prior Board approval for pet boarding is required.

Pets are NOT allowed to relieve themselves in any hallway, lobby or on any balcony. Pet owners found to be in violation will be charged the cost of cleaning the carpets in the entire building (approximately \$500.00) and fined \$250.00. In addition, the immediate revocation of pet privileges may be instituted.

Pet waste must be picked up immediately and disposed of in a suitable container. Waste is not to be left in or on any lobby, hallway, deck, or laundry room. Violators will be fined and may lose the privilege of pet ownership!

Property Appearance

All drapes and curtains for windows and patio doors must be backed in white to give a uniform appearance to the exterior of each building in the community.

Nothing shall be hung from the outside of the windows or placed on the outside window sills.

All new exterior lights must be approved in advance by the Board, with the exception of seasonal holiday lights.

Seasonal lights will be subject to the following restrictions: holiday decorations may be displayed no earlier than thirty (30) days before the holiday and must be removed not later than thirty (30) days following the holiday.

All exterior lighting must be properly maintained, and is not to exceed 75 watts.

Flood lights are prohibited.

Owners and/or residents must insure all water-filled furniture and aquariums against damages to adjacent units and/or Common Elements. The beneficiaries of such insurance shall be either the Owners of the damaged property, the Association, or both.

Only standard outdoor patio furniture is permitted on property decks.

Any decorations which create a safety hazard are prohibited, including live Christmas trees, and outdoor lights which are used improperly (i.e. indoor use).

Garbage Collection

All trash must be collected in a securely tied bag/container and placed **INSIDE** the dumpster.

The disposal service is not required to pick up any garbage or trash in paper or cardboard containers, nor is it responsible for cleaning loose garbage or trash left outside of the dumpsters.

Any loose garbage or trash remaining on the property after the disposal service has visited the property must be removed from the pickup area by the individuals who placed the loose trash and garbage on the property. This must be done as soon as possible after the disposal service has made its rounds, due to the unsightliness and possible health hazards involved. Loose items should not be left for the winds to blow away or for birds and animals to scavenge.

The Common Elements shall be kept free and clear from rubbish, debris, and other unsightly materials.

No trash is to be left on decks at any time.

No dumping of furniture, electronics, other unwanted household goods/appliances is permitted. Violators will be subject to fines.

Littering on the property, including in the parking areas, is prohibited. Violators are subject to a \$25 fine for the first offense, \$50 for the second, and \$75 for the third offense.

Insurance and Liability

Each Owner must provide insurance for his unit(s) and contents therein as outlined in the Declaration as well as his personal liability. Owners shall keep updated certificates of insurance on file with the Association at all times. To obtain a Certificate, an Owner should contact his insurance carrier. In the event that an Owner's insurance coverage changes, the Owner shall provide updated certificate insurance to the Association.

Residents are responsible for their own personal property, both in their respective units and in any Common Element area. Residents are advised to insure their own personal property.

The Association, the Board, its Property Manager and building personnel assume no responsibility for any loss or injury to personal property.

Leases, Tenants, and Non-Resident Owners

Like other residents, renters are required to abide by the Declaration and the Rules and Regulations of the Association. Owners are responsible for informing their respective renters of their obligations as residents. Although the Rules and Regulations of the Association bind renters, the Owner is ultimately responsible for any violations, fees, damages, and costs of damage correction caused by his respective renter and/or renter's guest.

The Linden Woods Condominium Lease Rider must be incorporated into every lease.

Lease Riders are available from the Property Manager's office.

The Property Manager must be provided a copy of the lease, rider, and standard information regarding each prospective tenant; otherwise, access to the building and the unit will be denied. The Owner shall provide a copy of an executed lease to the Property Manager on the date of occupancy or ten days after the lease is signed, whichever occurs first.

All Owners who do not reside in an owned unit shall provide the Board and the Property Manager with a permanent residence address and emergency phone numbers. Any expenses incurred by the Association in locating an Owner who has failed to provide such information shall be assessed to that unit account as a Common Expense.

No Owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes.

Every lease shall be in writing and shall be subject in all respects to the provisions of the Declarations, By-Laws and Rules and Regulations of the Association.

Each Owner shall be responsible for providing his tenant(s) with copies of the Declaration, By-Laws, and Rules and Regulations. In addition, the Association shall be given both a signed copy of the lease and rider to every lease of any unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in locating an Owner who has failed to provide such information shall be assessed to that unit as a Common Expense.

All expenses of the Association in connection with any violations under these Rules and Regulations shall be assessed to the unit account of the Owner responsible as a Common Expense.

The Board reserves the right to prohibit a tenant from occupying a unit until the Owner complies with all leasing requirements. The Board also reserves the right to initiate legal proceedings against the tenant and/or the Owner for breach of any of the rules set forth.

Each Owner leasing a Unit shall comply with the City of Aurora Crime Fee Multi-housing Program.

Census Card: Unit Owners are required to submit an updated Census Card Form annually to the Association's Management Company. This Census Card Form is due each year by January 31st, even if no information has changed. Copies of this form will be emailed/mailed out 30 days in advance of the due date. Forms are available on the Association's website. If any information changes throughout the year, it is the Unit Owner's responsibility to submit an updated Census Card Form. Failure to provide or maintain an updated Census Card Form will result in an automatic fine of \$100.00 for each month the Census Card form has not been received. All information on this Census is solely for the Association's use and will not be released to any outside source.

Noise & Nuisance

According to Aurora Noise Ordinance Laws, no noise, music, or other sounds shall be permitted at any time in such a manner so as to disturb or annoy other residents.

It shall be unlawful for any person to make or cause to be made, any loud, unnecessary or unusual noise which either annoys, disturbs, injures, or endangers the comfort, repose, convenience, health, peace, or safety of others within the Association.

No portion of the properties shall be used, in whole or in part, for the storage of any

property or thing which will cause it to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye. No substance, thing, or material shall be kept upon any portion of the property that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Association.

There shall not be maintained any plants, animals, or devices which are in any way noxious, dangerous, unsightly, unpleasant, or of a nature which may diminish or destroy the enjoyment of the property.

Fireworks are illegal in the state of Illinois and their use is prohibited.

No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Owners or residents.

Vehicle Regulations

Each unit has one (1) reserved parking space and will be issued one (1) reserved-parking permit, which must be hung from the rear view mirror and be visible and readable from the front of the vehicle.

Residents with more than one vehicle will only be allowed to park in the guest parking spots which are not marked reserved.

Motorcycles shall be allowed and considered a second vehicle. Whenever possible, they should be grouped together using a guest parking space.

All residents must park in their respective building parking lots. All vehicles must be parked head in.

All vehicles must have valid current license plates and insurance.

All vehicles must be in operating condition. Any inoperable vehicle left on the site for more than three (3) days (72 hours) will be towed at the Owner's expense.

Permitted vehicles include passenger automobiles with no more than five (5) entry doors. Motorbikes and motorcycles which are registered and licensed to be ridden on public roads and highways shall be parked two (2) per guest space, positioned horizontally.

Limousines or hearses are not permitted, regardless of use for personal purposes. Boat trailers, camping trailers, snowmobile trailers or any other trailers are prohibited from parking on the site. Also prohibited are three-quarter (3/4) ton or larger trucks, vans or recreational vehicles.

Pick-up trucks and vans up to three-quarter (3/4) ton capacity may be allowed, but only if being used by the resident as a personal vehicle and with an approved parking permit.

No vehicle maintenance or repair work shall be allowed on the property with the exception of headlamp and tail lamp replacement. Washing of vehicles is prohibited on Association property.

No vehicle shall be driven or parked on the lawns for any reason. Violators will be fined for any lawn or landscape damage repair costs.

Vehicles displaying advertising placards, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats, and other watercraft/boat trailers are not permitted on the property unless for a specific business purpose which has been requested by the Board or an Owner.

No vehicles shall be stored on the property. Any vehicles reported inoperable may be subject to tow if left for more than five days.

Residents in possession of a valid parking pass who use visitor parking spaces will be subject to towing at the vehicle Owner's expense.

No parking is permitted on curbs or corners, in front of walkways or entrances to buildings, or on the grass. Unit Owners will be liable for damages caused and necessary repairs.

Parking in fire lanes is strictly prohibited.

Units with valid parking hangtags which are not properly used, or not used at all, will be subject to fines or a revocation of the unit hangtag.

Parking Permit Policy

All vehicles must be registered with the Association.

One (1) new permanent numbered hanging parking permit will be issued per unit; parking permits are issued to the unit and not the vehicle.

Parking permits are interchangeable between vehicles as long as both vehicles are registered.

Upon the sale of a unit, the parking permit must be turned over at closing to the new Owner.

Owners renting their units can give the parking permit to the renters, but it is the Owner's responsibility to retrieve it when the renter leaves the property.

All renters' vehicles must be registered and are subject to the same policy as Owners', however, the individual Owner is responsible for the fine.

A \$250.00 fine will be assessed for lost or replacement parking permits unless a copy of a police report showing a stolen **vehicle** (not a stolen hangtag) is submitted to the Property Manager. The old number will be cancelled upon issuance of the replacement parking hangtag.

Use of a cancelled parking permit is subject to immediate towing at the Owners expense, plus a \$100.00 fine whether or not the vehicle is registered.

Registered vehicles found to be parking in reserved spots without a valid parking hangtag will be towed at the Owner's expense.

Non-registered vehicles parked in reserved spots are subject to immediate towing.

New or replacement vehicles should be immediately registered with the Property Manager.

The Board reserves the right to modify parking policies as deemed necessary, based upon circumstances and Owner concerns.

Pest Control

Costs for pest control services are addressed in the budget as normal building expenses of the Association. In the event that pest control services are needed due to the negligent or intentional act of an Owner or Resident, the costs of said services may be charged back to the Owner or Resident's Unit.

Any resident who finds a pest in his unit should contact the Property Manager to have the issue addressed. If possible, the resident should try to determine what type of pest has been seen so that proper exterminating techniques may be used. When the service technician arrives, a resident over the age of 18 years must be present. Otherwise, other arrangements must be made to provide entrance to the unit.

Snow Removal

The Association is responsible for removing snow from walks, building entries and parking lots. After a two-inch (2") snowfall, Owners should be prepared to move their cars so the plows can clear the lots. If heavy snow falls during the night cars are to be moved by 10 am the following morning.

Storage / Bike Rooms

Each Owner is allowed ONE storage bin, which is designated by the corresponding unit number. This is the **ONLY** bin to be used by any unit.

Storage bins are located in the storage rooms in each building, as well as the bike rooms. Storage bin numbers may not be changed, tampered with, or altered in any way. Any person found tampering with numbers is subject to a \$500 fine for property damage and criminal charges may be filed with the Aurora Police Department, if applicable.

Owners are to supply their own padlocks, and use of the storage bin is at the Owner's risk.

The Association, Board, its managers or agents are not responsible for missing or damaged property.

Owners will be responsible for any damage to common area property caused by the Owner, his property, or contents of the unit's storage bin.

Under NO circumstances may the following items be stored in any storage bin:

- Hazardous or flammable fluids which generally include substances such as gasoline, propane, and cleaning chemicals.
- Perishable food products which may lead to pest infestation.
- Animals, reptiles, or pets of any kind.
- Any items deemed illegal per local laws.

The halls, stairwells and deck shall not be used for the storage of bicycles, carriages, furniture, clothing, or other articles. No benches, chairs or other personal property shall be left on, or in any part of the Common Elements, except the storage bin assigned to the Unit and are subject to all Rules and Regulations of the Association.

If any Owner or tenant is using a storage bin other than the one designated to the unit, the lock will be cut off by Association staff and the contents inside will be subject to immediate removal and disposal.

Bicycles are not to be stored on decks. Each building has a bike room for this specific purpose.

The Association reserves the right to send a written request to Owners to tag currently used bicycles in an effort to clean the Bike Room of abandoned bicycles and to avoid excessive clutter.

Bicycles should be registered with the City of Aurora Police Department, with a current decal affixed to the bicycle in a visible location.

Signs and Advertising

No "For Sale" or "For Rent" signs, advertising or other displays shall be permitted on any part of the property, including, but not limited to, unit windows, sliding glass doors, and all interior/exterior common areas.

Political signs may be displayed in the windows from the interior of the unit only. The sign must not be placed on the exterior of the unit or in common areas.

Flags displayed are limited to the United States Flag or Military Flag as used in the Condominium Property Act , a welcome flag, or any flag depicting a holiday in accordance with the holiday decorations section.

Signs, banners, or similar items advertising merchandise, business and contractor services, or directional signage for activities/events are expressly prohibited on both private property and common areas.

Signs are not to be placed in any common areas unless approved in advance by the Board.

Garage sale signs are strictly prohibited on any unit or Common Elements. Any sign which exists for a particular unit will be removed and the Owner may be subject to a \$50.00 fine.

Cable/Satellite Dishes

Any Owner interested in installing a satellite dish should refer to the following guidelines.

The satellite dish must be one diameter or less in width.

Satellite dishes may only be installed on portions of property within the Owner's exclusive use or control. Any deviations must be approved by the Board prior to installation of the satellite dish. Satellite dishes may not be installed in Common Element areas, such as the roof or the siding of the Building.

To protect the health, safety, and welfare of occupants, satellite dishes should be professionally installed by a licensed, insured, and bonded contractor. All wires must be encased within molding matching the color of the outer building. If possible, all attempts should be made to use existing wires.

The Owner shall be responsible for the maintenance of the dish. The Owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days' notice from the Board may result in removal of the dish.

The Owner hereby indemnifies and holds harmless the Board, the Association, its agents and members from any and all claims, controversies, or causes of action resulting from the installation or use of a satellite dish. This indemnity includes the payment of any and all costs of litigation and attorney's fees resulting therefrom.

The Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of a satellite dish.

If additional cost is required to maintain the portion of the property to which the dish is installed, the Board may charge this cost back to the Owner. If it is necessary for the Association to remove the satellite dish for maintenance, the Owner will be advised accordingly.

Business Use

No part of the property shall be used for any purpose other than housing and related common purposes for which the property was designed, except that a unit may be designated as an office to carry on the business of the Association.

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the property, in or from any home.

No trade or business may be conducted in or from any home, except that an Owner or occupant residing in a home may conduct business activities within the home under the following conditions:

- a) The existence of operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit
- b) The business activity conforms to all zoning requirements for the property
- c) The business activity does not involve persons who do not reside within the Association coming onto the property
- d) The business activity does not involve door-to-door solicitation, and
- e) The business activity is consistent with the residential character of the property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined by the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

- i) Such activity is engaged in full- or part-time,
- ii) Such activity is intended to or does generate a profit, or
- iii) A license is required therefore.

This paragraph shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling personal business or professional telephone calls.

Common Property

Storage of any kind is expressly prohibited on or in any of the Common Elements unless the area is expressly designated for such purpose.

All items of personal property must be stored in designated areas when not in use (i.e. inside the unit, storage bin, bike room, etc., NOT on decks or patios).

No Owner or resident shall overload the electrical wiring in the building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. No Owner or resident shall connect any machines, appliances, accessories, or equipment to the heating system or plumbing system (e.g. clothes washers/dryers, etc.).

Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

No clothes, sheets, blankets, laundry or other articles of any kind shall be hung or exposed on any part of the Common Elements.

All acts of vandalism to common property should first be reported to the Aurora Police Department, and second to the Property Manager.

Smoking Prohibition in Common Elements

- A. Smoking is prohibited on any Common Elements located on the interior of the buildings, including, but not limited to, hallways, entrance ways, laundry facilities and stairways.

- B. Smoking is prohibited on any exterior Common Elements located within fifteen (15) feet of any entrance, window or ventilation intakes.

Smoking within Units

Smoking is permitted within the Units of the Association provided that the smoke does not travel into other units and the common elements and does not rise to the level of a nuisance or become noxious or offensive to a reasonable person.

Disposal of Cigarette Ashes and Butts

Cigarette ashes and butts may not be disposed of, left or allowed to harm any common elements on the interior or exterior of the Building.

Posting of Signs and Notices

The Board may, but is not required to, post signs similar to those required pursuant to the Smoke Free Illinois Act within the Building.

Responsibility for Owner's Agents, Servants, Tenants, Family Members and Invitees

An Owner shall be responsible for his or her Agents, Servants, Tenants, Family Members and Invitees' compliance with this Resolution.

Violations

- A. Any damage caused to the Common Elements by the action or omission of an Owner or those for which an Owner is responsible pursuant to this Section shall be charged back to the Owner's unit account.
- B. In addition to other remedies as provided under the law, the Declaration, Bylaws and/or Rules and Regulations, in the event of a violation of this restriction concerning smoking, the Board shall be entitled to require an Owner to take remedial measures to reduce or eliminate the effects of smoke from his unit.

Unit Sale / Ownership Transfer

A selling Owner must supply a prospective Owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association so they may be familiar with the provisions contained therein. Copies of these documents may be obtained from the Association for a reasonable fee.

In the event of the resale of any unit, the following shall apply:

As required by Section 22.1 of the Illinois Condominium Property Act, the Association shall provide the required information to any Owner who requests it. This information

shall normally be requested by the unit purchaser's attorney. As required by the Act, the information shall be provided only:

- 1) When requested in writing by the Unit Owner or his agents, and
- 2) Within thirty (30) days of the request.

The Association may charge a fee in the amount of ten cents (\$0.10) per page for the cost of this service, or such higher amount as may be permitted by law. However, in the event that a request is made which requires provision of this information in less than the thirty (30) day period stipulated by statute, the Association may charge the Owner an additional fee. The additional fee shall be calculated by taking the difference between thirty (30) days remaining until the information must be provided and multiplying that figure by ten dollars (\$10.00) per day. In addition, the Owner shall pay any fee charged by the Property Manager.

As required by Section 18(h) of the ICPA, the Association shall provide any Owner, upon ten (10) days' notice to the Board or its authorized agent, a statement of his account, setting forth the amount of any unpaid assessments and other charges due and owing the association from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service properly set at twenty-five dollars (\$25.00) per request. This amount may be charged from time to time by the Board.

In the event a request is made which requires the provision of information in less than the ten (10) day period provided by statute, the association may charge the Owner an additional fee. The additional fee shall be calculated by taking the difference between ten (10) days remaining until the information must be provided and multiplying that figure by ten dollars (\$10.00) per day.

Any time a unit within the Association is sold or otherwise transferred, the prospective Owner shall be contacted, either directly or through the present Owner, and requested to supply information essential to the Association's' record and efficient functioning. The prospective Owner shall be contacted by the current Owner and shall be required to supply the information requested therein. All information supplied by the prospective Owner shall be kept confidential and shall be used for Association purposes only. In the event an Owner fails to cooperate with the Association in providing the information requested, the Board may send a notice of violation in accordance with rule enforcement proceedings.

Emergencies / Emergency Unit Information

The Property Manager has a 24-hour answering service available, the phone number for which is the same as the regular office number (posted in the vestibule of each building).

An operator will take the message and relay it to the management office at the beginning of the next business day.

When a serious emergency is encountered, call the emergency number noted above and ensure that the operator is advised of the serious nature of the problem and ask that Association's managing agent be notified immediately. The operator will make an effort to contact the managing agent and have that person return the call as soon as possible.

All Owners and residents will be required to furnish the Association and Property Manager with information on occupants of the unit and names of emergency contacts in the event that entrance into the owned unit is required by police, fire, service, or other emergency personnel.

Security

If any suspicious activities are observed, notify the police immediately. Take note of any license plate numbers observed or any other information which may be of use to the police.

Do not allow persons unknown to you into the buildings.

All external and internal common property doors (laundry, storage, and bike rooms) shall remain closed when not in use.

Any external doors that are observed propped open should be immediately closed and secured.

Maintenance & Repairs

All maintenance requests should be brought to the attention of the Property Manager as soon as possible by calling the number listed in the appendix.

If an Owner discovers a leak that is believed to be Association responsibility, the Property Manager's office **MUST** be contacted immediately. **If an Owner chooses to call a plumber to fix the leak, the charges will be deemed Owner responsibility.**

If there is damage to another unit caused by a leak the Property Manager **MUST** be notified immediately to survey the damage. If an Owner has the repairs done of his own accord, the Association **WILL NOT** reimburse that Owner for the charges.

Lockouts

A lockout from a condominium unit is identical to a lockout from a single-family residence. The Association is not responsible for providing a lockout service.

Each resident, whether Owner or renter, must make individual provision for re-entry in case of lockout. Owners may, under their own initiative and responsibility as landlords, arrange to provide lockout services to their tenants.

Violations and Fine Policy

Unless the Board is notified of rule infractions by residents, the rules cannot be enforced.

While the Board does not serve as a police department or referee between disputing Owners, each resident's cooperation and participation is encouraged and appreciated.

Written warnings and violation notices are issued by the Board and its agents to an Owner who is allegedly in violation of the Declarations or Rules and Regulations, or whose family members, agents, guests, invitees or pets have allegedly committed a violation when one of the following occurs:

- a. The association receives a witness violation complaint
- b. The association receives a letter of complaint which includes the information outlined below
- c. A Board member issues a witness statement based upon his own observation

Written warning for the first offense of a particular rule will be sent by regular U.S. mail service and certified mail with return receipt requested, or alternatively by personal delivery to the Owner or occupant of record. The warning will include specific details of the alleged violation(s), as well as steps which must be taken to rectify the condition and/or consequences for subsequent violation(s).

If subsequent violation complaints are received relative to the same alleged violation within a one (1) year period of a previous complaint, or if the steps outlined in the written warning to correct the condition have not been taken, a notice of violation will be sent, by both regular U.S. mail, and certified mail with return receipt requested, or alternatively by personal delivery to the Owner or occupant of record. Time is of the essence for this policy. Notices are deemed served either by personal delivery at the time of delivery, or by mail, following two (2) days after deposit in the United States Mail. The notice will include specific details of the alleged violation (s) with a copy of the amount of the fine to be imposed by default unless a hearing is requested within the specified timeframe.

Requests for a hearing must be made within fourteen (14) business days after receipt of the written warning.

Provided the Owner has properly requested a hearing, that Owner will be provided written notice of the time and place where the Board or its duly authorized agents will conduct a hearing to review the complaint. At that time, the recipient Owner will have the opportunity to present a defense to the complaint. All hearings will proceed with or without the presence of the Owner(s) who is in alleged violation. The signer of the witness statement may be present. The decision of the Board or its duly authorized committee shall be submitted in writing within thirty (30) days from the date of the hearing and such decision shall be binding upon all parties.

Any complaint that alleges a non-compliance/violation of the Declaration, Bylaws, or Rules and Regulations shall be reported to the Property Manager. A statement of Complaint (e.g. Violation Notice) will be recorded and forwarded to the complainant for signature. The Statement of Complaint shall contain the information outlined below:

- a. The name, address, and phone number of the complainant witness
- b. The resident's name, unit number, or unit address of the resident
- c. A detailed description of the violation, including the date, time and location of the violations
- d. A statement by the complainant that he will cooperate in the enforcement procedures and provide testimony at the hearing or trial, if necessary
- e. The signature and address of the complainant and the date of the complaint

The Association's attorney, if contacted regarding the violation shall send such notices, make such demands, or take such actions as are necessary to protect the interest of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association. Any attorneys' fees and costs shall be charged back to the owner's account.

If a resident is found to have violated personally, or is otherwise liable for a violation of any of the provisions of the Declarations, Bylaws, or Rules and Regulations of the Association, the following will occur:

- a. If found guilty of a violation, the resident shall be notified of the finding by the Association or its duly authorized agent. The resident shall also be assessed a \$25.00 fee or such other fine as provided in these Rules and any additional costs and expenses, including reasonable attorney's fees resulting from the enforcement process.
- b. If found guilty of any violation, including a first violation, the Notice of Determination may also require the resident to correct any damage or any

unauthorized condition on the property for which the resident has been found responsible, and to pay the costs of any repairs which may have previously been made, or pay any legal expenses and costs incurred by the Association as a result of the violation.

- c. In the event a violation has resulted in damage to any Common Element that has not yet been repaired or has resulted in any damage or any unauthorized condition of the Property, the resident will be given a second Notice of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a guilty finding has been made on the second violation, the Association will proceed to have the violation corrected, and the resident will be assessed the full cost of labor and/or materials required.
- d. In the event that a violation is of continuing nature, the Owner shall be fined for each day that the violation remains uncorrected.

Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges and reasonable attorney's fees, shall be added to the Owner's account, shall become a special assessment against the unit, and shall be collectible as a common expense in the same manner as any regular or special assessment.

The remedies hereunder are not exclusive, and the Board may take additional action provided by law, or in the Declaration and Bylaws to prevent or eliminate violations thereof of the Rules and Regulations of the Association.

Appendix

LINDEN WOODS PET REGISTRATION
(\$50.00 one-time fee for dogs)
Please print

Pet Owner: _____

Address: _____

Unit: _____

Phone: _____ Work/Cell: _____

Pet Information:

Name of Pet: _____ Weight (in lbs.): _____

Type, Breed and Description: _____

City License number: _____ Date: _____

I have read and agree to comply with the Linden Woods Pet rules and regulation policy and understand that failure to abide by these Rules and Regulations I will lose my privilege to have a pet on Linden Woods Property.

Pet Owner signature: _____ Date _____

**LINDEN WOODS CONDOMINIUM ASSOCIATION
LANDLORD/TENANT RIDER**

This Rider shall be executed and attached to all leases for units within the Linden Woods Condominium Association and must be submitted to the Association's Property Manager no more than ten days after the lease is signed or the date of occupancy, whichever occurs first.

Unit Information

Address and Unit Number: _____

Owner's Offsite Address: _____

Owner/Landlord

I, the undersigned Owner of the above-referenced Unit, affirmatively state that I have provided a copy of the Declaration of Condominium Pursuant to the Condominium Property Act for Linden Woods Condominium and the Rules and Regulations of the Association to the undersigned tenant(s).

Owner's Name (Printed): _____

Owner's Signature: _____

Date: _____

Tenant(s)

I/we, the undersigned tenants of the above-referenced Unit, affirmatively state that I/we have been provided a copy of the Declaration of Condominium Pursuant to the Condominium Property Act for Linden Woods Condominium and the Rules and Regulations of the Association and that I/we agree to be bound and conform our conduct to the provisions of said documents. I/we further understand that in the event violations of said documents occur, I/we can be evicted from the above-referenced Unit.

Tenant's Name (Printed): _____

Tenant's Signatures: _____

Date: _____
