

**The Courts of Eagle Pointe
Condominium Association**

Effective

JUN 24 1996

Address MAP

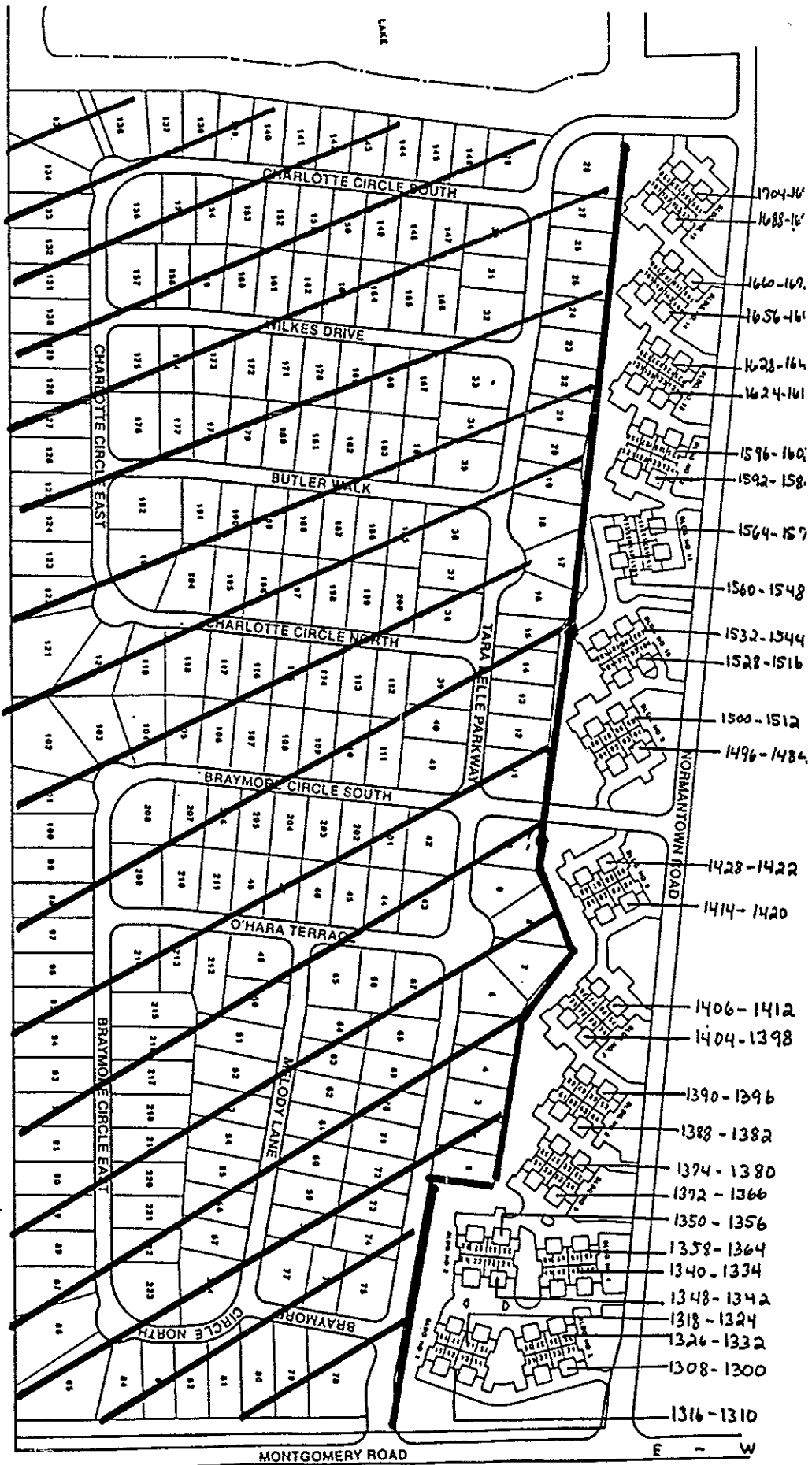


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**This Manual is in addition to and
supplements the covenants of the
The Courts of Eagle Pointe
Condominium Association.**

Chapter 1

Administration

Section:

1. General. The Association is a not-for-profit corporation of 120 unit owners. Each unit has a vote, based upon its percentage of ownership, which may be cast from time to time on certain issues. One of those issues is the election of six (6) Owners to serve on the Board of Directors. Voting is non-cumulative.
2. Board of Directors. The Board of Directors of the Association is comprised of six (6) elected Owners. Terms are two (2) year. The Board of Directors administers the functions of the Association. Board Members do not receive pay.
3. Board Meetings. The Board meets at periodic intervals. The exact date, location and time of the Board Meeting is published.
4. Annual Meeting. Each year, in the month of August, the Owners meet to elect or re-elect Board Members to fill the expiring terms. Notices will be sent to all Owners.
5. Management. The Board of Directors, pursuant to its powers, has retained the services of professional Management to handle all day to day matters. Owners should contact Management on all matters.
6. Members. Membership in the Association shall include every person or entity who owns fee simple title in any Unit including contract sellers, beneficiaries of trusts holding legal title, and the Declarant while still holding title to any Unit.

Chapter 2

Advertising

Section:

1. Signs. No advertising signs or billboards shall be erected, placed or permitted to remain on the Property except as follows:
 - A. One "For Sale" or "For Rent" sign of not more than five (5) square feet may be maintained in the yard of a Unit.
 - B. All signs must be removed within 24 hours after the conclusion of the sale, lease, or garage sale.
2. Soliciting. No soliciting is permitted on the Property without prior written consent of the Board of Directors.
3. Newsletter. Advertisement will be allowed at rates to be adjusted as needed.

Chapter 3

Appearance Rules

Section:

1. Administrative Procedures. Owners requesting approval for appearance modifications, whether they are landscape or structural, must fill out in duplicate a "Appearance Change or Improvement" form depending upon the nature of the request and submit it to management. The application will be considered by the Board and you will be notified of its decision. For your convenience, application forms are made a part of this manual. Depending on the nature of the modification, building permits may be required from the City of Aurora. Please be advised that it is the responsibility of the individual Owner to obtain such permits. **In addition, no permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact J.U.L.I.E. (1-800-892-0123) to locate utility lines before commencing work.**

Any changes/additions to the exterior of a Unit or structural changes to the interior of a Unit, must be submitted to the Association with a detailed working drawing to 1/4" scale, including a full description of the materials and colors before installation. No work may commence without the approval of the Association. The Board of Directors has the authority to remove any violation(s) that have not been corrected after notification to the Owner by the Association. Any cost associated with the removal of the violation(s) will be billed to the Owner.

2. Antennas. No radio or television receiving or transmitting antenna or external apparatus shall be installed on the exterior premises; normal radio and television installations wholly within a building are acceptable. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain a master television antenna and transmission system to service the Property. Exterior Satellite dishes are prohibited.

3. Fences. Fences are prohibited.

4. Decks. Decks are prohibited.

5. Patios. Patios shall be concrete over a minimum base of four (4) inches of crushed stone or pea gravel. The patio shall be identical in size and appearance of Developer installed concrete patios.

6. Window Air Conditioners and Fans. Window air conditioners and/or fans are prohibited.

7. Attic Fans. Attic fans are permitted subject to prior Association approval. All attic fans shall be installed by experienced, licensed, insured and reputable contractors.

8. Landscaping. The following modifications may be made without Association approval:

A. Flowers. Flowers or bulbs are permitted only in existing beds next to unit. Notwithstanding the aforementioned, no flowers or bulbs shall be installed near or around trees. Any tree that dies due to violation of this provision shall be replaced with a tree of the same size and species at the Owner's expense.

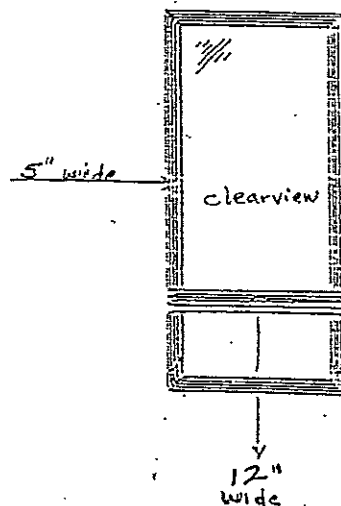
B. Hanging Baskets. A maximum of two (2) hanging baskets are permitted on the front elevation of the Unit on soffit and/or fascia only. Said baskets shall be removed and stored out of sight during the winter season. One planter will be permitted on/at the right angle of the front walk.

C. Courtyard. Courtyard landscape additions shall require prior written consent of the Association. No courtyard plant material shall have a height greater than the courtyard fencing. Flowers may be planted in the courtyard area without written consent of the Association.

D. Edging. Edging will be permitted along the front walk adjacent to the driveway to prevent erosion onto the walk. Said edging shall be black plastic no more than four (4) inches above grade.

9. Other Landscaping. Other than those landscape modifications mentioned in Section 8 above, all other landscape modifications shall be prohibited.

10. Storm Doors. Storm doors are to be "clear glass view" with no scroll work or design on the glass or door. White must be used for all storm doors for the entire building. The flanges are to be no greater than five (5) inches on the three sides and twelve (12) inches maximum for the bottom flange as depicted in the sketch below. No storm doors are allowed for any sidelights. All storm doors that have been installed prior to June 19, 1996 that are in variance with the above specifications are grandfathered, provided however, the Owner submits an Appearance Modification Application within thirty (30) days after being requested to do so.



11. Awnings. Awnings are prohibited.

12. Barbecue Grills.

A. Grills. Only charcoal coal grills and L.P. gas grills are permitted.

B. Grilling. Grilling shall only be permitted on the driveway or courtyard patio. All grills shall be stored out of sight in garage or courtyard area once the grill has safely cooled. Charcoal grilling shall only be permitted on driveway not closer than five (5') feet from the dwelling unit. L.P. gas grilling shall be permitted on the driveway or in the courtyard area. L.P. grilling shall not be closer than two (2) feet from the dwelling unit and/or courtyard fence.

13. Gazebos, Etc. Gazebos, overhead structures, dog houses, or screened-in structures are prohibited.

14. Unit Decorations. No lawn, patio or stoop ornaments are allowed, including but not limited to planters, stick figures, ceramic artifacts, windmills or wood plaques, neon signs such as one visible from the street even if within a unit, unless otherwise permitted by these rules. Seasonal wreaths, lighting, etc. are permitted, but shall be removed within four (4) weeks after the official holiday.

(revised 9/6/01)

15. Sporting Equipment. Permanently installed sporting equipment, including but not limited to, basketball backboards and volleyball nets, are prohibited.

16. Portable Sporting/Recreational Equipment. Portable sporting equipment and childrens' recreational items are permitted provided they are removed and stored out of sight after use each day.

17. Flags. Flag brackets are permitted on Units. Vertical flag poles are prohibited.

18. Exterior Light Fixtures.

- A. Replacement fixtures shall match existing.
- B. Only white light bulbs are permitted in front fixtures.
- C. Only white or yellow light bulbs are permitted in rear fixtures.
- D. No additional light fixtures are allowed.

19. Bug Zappers. Electric insect repellent devices are prohibited.

20. Kick Plates. Kick plates are prohibited.

21. Garden Hoses. All garden hoses shall be coiled and stored flush against the exterior surface of the Unit out of view adjacent to sill cock or in garage. Mounted hose holders are prohibited.

(Revised 6/24/96)

APPEARANCE OR ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Section 1:

Date: _____

Name(s) _____

Address _____

Phone Number: (Home: _____) (Work: _____)

Section 2: Description of Change or Improvement.

Attachments to Description:

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including, but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, Unit, and neighboring property or other structures or objects, or physical features of property, including, but not limited to swales, trees, utility transformer, vaults, etc.
2. A copy of your survey must accompany this application.
3. A legal description of your property must accompany this application.

Section 3: Application Affidavit.

1. I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to comply with all Association Declarations, By-Laws, and Rules and Regulations in respect to this change and/or improvement.
3. I hereby agree to defend, indemnify and hold harmless the Association, its Unit owners, Members of the Board, Employees and Managing Agent from all loss, damage, liability, judgments, court costs, attorney's fees, interest or any other costs, penalties arising out of this change or improvement.
4. I hereby understand and agree that I am responsible for the future upkeep, insurance and maintenance of said change and/or improvement. Further, should said change interfere with any maintenance responsibility of the Association, I agree to remove my change, or have the Association remove my change at my expense.
5. I hereby agree to record this application and necessary supporting documents with the Recorder of Deeds and/or Registrar of Torrens of the County in which the property is located within 14 days after approval by Association, and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

- 6. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
- 7. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this Application.

All necessary costs and expenses to restore my property shall 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 said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

- 8. I hereby agree and understand that this 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 Application.
- 9. All verbal or written communication between the parties is expressed hereinabove, and no verbal understandings or agreements shall alter, change, or modify the terms and provisions of this Agreement, and the entire Agreement of the parties is expressed herein. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Further, this agreement shall not be modified or altered by subsequent course of performance between the parties. In addition, should any provision of this Agreement be found to be unenforceable, all other terms and provisions shall remain in full force and effect.

Section 4: Notice:

All Notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over, or mailed to the named applicant at his last known address by first class mail with postage prepaid.

X _____ Signature	X _____ Signature
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Section 5: For Office Use Only:

Date Approved: _____	Date Rejected: _____
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X _____ Signature	X _____ Signature
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X _____ Signature	X _____ Signature
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Chapter 4

Assessment Policy

Section:

1. General. The Association is funded by dues paid by each member. The dues are to be paid by the first of each month. Payment should be made by sending in your check payable to The Courts of Eagle Pointe Condominium Association. Please use the payment cards and envelopes provided at your closing. If you did not receive them, call management. You will not be billed for your monthly assessment.
2. Delinquency. Any assessment not paid by the first of each month.
3. Late Charge. A late charge of \$25.00 shall be charged if payment is not received on or before the fifteenth of each month.
4. Legal Proceedings. The Association reserves the right to initiate legal proceedings against any Owner who is delinquent. All court costs and attorney fees will be added to the arrearage of the Owner.
5. Rule Violations. Any penalties levied by the Board for Association rule violations not paid within fifteen days of the notification of Board's decision shall be deemed delinquent and subject to the above assessment enforcement procedures.
6. Special Assessments. From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.
7. Revocation of Privileges. All Association privileges are automatically revoked if the Unit owner is delinquent.
8. Cure. The Association reserves the right not to permit an owner to cure a delinquency if the owner has been given three (3) or more notices of delinquency within a twelve (12) month period immediately preceding the first day of the latest delinquency.

Chapter 5

Enforcement of Rules

Section:

1. Declaration Provisions. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or equity; all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws, and Rules. Failure by the Association or by any Owner to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.
2. Fine System. Violation of any Covenant, Condition, Restriction of the Declarations, By-Laws, or Rules shall be subject to a penalty not exceeding \$1,000 per violation and revocation of privileges until said penalty is paid and the violation corrected.
3. Procedural Rules. No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules.
 - A. Time Limitations. Complaints must be filed within 35 days of violation.
 - B. Hearing Body. The Board of Directors shall hear all complaints.
 - C. Continuances. Continuances shall be granted for cause, except each side shall be allowed one continuance without showing cause.
 1. Cause is defined as:
 - i. Party or witness out of town.
 - ii. Party or witness is ill.
 - iii. Death in family of party or witness.
 2. Requests for continuances must be communicated to the Board of Directors or management within a reasonable time before said hearing date.
 - D. Burden of Proof.
 1. Violation - unanimous Board decision required.
 2. Penalty - majority Board decision required.
 - E. Enforcement.
 1. Lien.
 2. Legal proceedings.
 3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural or appearance violations, etc. if the Owner has failed to do so within the time granted by the Association. All costs related to said Association action shall be back charged to the Owner and shall be added to any penalties already assessed and shall be subject to the enforcement provisions stated in these rules.
 - F. Definitions.
 1. Final Decision - Any decision of the Board is final.
 2. Consolidation - Where two or more complaints are filed against an Owner for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.

G. Complaints.

1. Owners may file complaints.
2. Board Members may file complaints, but not take part in the decision.
3. Committee members may file complaints.
4. Management may file complaints.

H. Notice. The complaint shall be delivered by personal service or by mail to the alleged violator's address a reasonable time before the hearing date.

I. Penalties. The Board may assess a fine for violation of any Association rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity.

J. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.

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COMPLAINT HEARING

Date and Time of Hearing

FAILURE TO APPEAR MAY RESULT IN
A DEFAULT BEING ENTERED AGAINST
YOU IN THE FORM OF A FINE.

Place of Hearing

COMPLAINT

COMPLAINANT:

(Address) (Phone) (Name)

VIOLATOR:

(Address) (Phone) (Name)

CLAIMED VIOLATION

Date(s) and Time(s):

Location(s):

What Happened:

WITNESSES:

(Address) (Phone) (Name)

(Address) (Phone) (Name)

AFFIDAVIT OF SERVICE

The undersigned states that I have served the attached complaint by placing the complaint in a properly addressed, sealed and stamped envelope in the U.S. Mailbox at: 800 S. Milwaukee Ave., Libertyville, IL 60048, on _____.

Complaint Server

The undersigned states that I have personally served the attached complaint upon the named violator or a member of his family above the age of 13 years, at the violator's address stated in the complaint on the _____ day of _____, 19__.

Complaint Server

Instructions to Complaint Server:

Please sign your name on the by-line that applies to the type of service you performed in serving the complaint. Sign one by-line only.

Chapter 6

Garbage Collection

Section:

1. All trash shall be placed in heavy duty plastic bags sealed at the top, or garbage containers with lids. Items that do not fit in such bags must be neatly stacked and secured so they do not blow away during windy conditions. All trash must be placed on your driveway apron.
2. Trash shall not be placed out prior to 6:00 p.m. on the night before collection.
3. Regular collection and recycling is performed by the City of Aurora after 6:00 a.m. on Thursdays. If you have very large items, you may need a special pick-up. Call Aurora at 897-5665.

Chapter 7

Insurance

Section:

1. Units. The Association shall obtain and maintain a policy or policies of insurance covering the Units (not including the contents, alterations and additions to the Unit and personal property stored elsewhere on the Property or in the Unit), subject to casualty contained in an "all risk" form insurance policy in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount endorsement. Owners are responsible for deductibles and any flood insurance as may be required by mortgagees.

2. Owners Insurance. Each Owner shall maintain at his own expense such insurance coverage as he may desire. Contact your own insurance agent or broker. The type of insurance policy that seems to fit best is called an H.O. 6 type policy. This type of policy generally provides property insurance for your contents, and liability insurance for your negligent acts. Be sure to request an endorsement for additions and betterments to your Unit or Limited Common Elements.

4. Common Elements. The Association provides insurance on the Common Elements in the form of:
- A. Property coverage
 - B. Comprehensive general liability coverage
 - C. Directors and Officers Liability coverage
 - D. Workers compensation coverage
 - E. Fidelity coverage

Chapter 8

Limitations, Use and Occupancy Restrictions

Section:

1. Animals.

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area.

B. All pet owners are responsible for cleaning up after their pets in the Units and on the Common Elements. Pet owners shall not leave pets outside on leash to relieve themselves. All pet owners shall comply with all City ordinances pertaining to pets.

C. All pets must be kept on a leash when not within a Unit.

D. All animals must be attended to at all times when not inside a Unit. Attended means within the visual or audible control of the Owner or his guests.

2. Nuisances. No nuisances shall be permitted. Nuisances shall be defined as any activity which unreasonably disturbs the peaceful enjoyment of the Units or Common Elements; or effects the health or safety or welfare of the residents, or Owners or Property, or detracts or threatens to detract from the property values of the Units or Common Elements.

3. Commercial Activities. No commercial activities of any kind, unless otherwise provided by the Declarations, By-Laws, or Rules, shall be conducted in any Unit or on the Property by Owners or occupants.

4. Easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.

5. Auto Repairs. Owners or residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of said Unit. No repairs of any vehicles shall be allowable on streets or on Limited Common Elements except as aforementioned.

6. Firewood Limitation. Owners are prohibited from storing firewood outside.

7. Lawn Furniture. Lawn furniture, when not in use, shall not be left out on the common elements.

8. Laundry/Clotheslines. No laundry and/or clotheslines shall be placed on the exterior of any Unit or on the Common Elements.

9. Recreational Vehicles. Use of recreational vehicles, including but not limited to snow mobiles, mini-bikes and go-carts, are prohibited.

10. Storage Sheds/Doghouses. Storage sheds and/or dog houses or dog runs are prohibited on the exterior of a Unit.

11. Prohibited Use. Nothing shall be done or kept in any Unit or on the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed on the Common Elements.

Chapter 9

Maintenance

Section:

1. Definitions.

A. Common Elements shall mean all portions of the Property except the Units, including Limited Common Elements, unless otherwise specified.

B. Unit. A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, or such other uses permitted by the Declaration, and more specifically described in Article II of the Declaration.

C. Limited Common Elements. A portion of the Common Elements so designated in the Declaration or on the Plat, as defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of the Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Owner or Owners thereof shall be deemed a Limited Common Element.

2. Common Elements. The Association shall maintain, repair, and replace the Common Elements.

3. Landscaping. The Association shall maintain and replace all landscaping on the Common Elements. The Association shall maintain and replace all original landscaping installed by the Developer on the Property. Any additions to landscaping added by Owner shall be the maintenance responsibility of the Owner. In addition, the Association shall have no obligation to maintain landscaping which is surrounded by shrubs or other objects preventing access, or landscaping in the Court Yard Area.

Should any original landscaping die, it shall be the duty of the Owner to notify the Association so an inspection can be performed to determine the cause of death and the species of plant involved. Under no circumstances shall the plant be removed until the Association shall have made an inspection. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the Owner of the right to replacement at no charge.

The Association maintenance does not include a duty to water.

Owners are responsible for watering all landscaping adjacent to their Units. In addition, should landscaping die as a result of the negligence of the Owner, the Owner shall be responsible for replacement. If the dead landscaping is not replaced after notice from the Association, the Association may replace said dead landscaping and back charge the owner for the cost.

4. Units. The Owner is responsible for maintenance, repair and replacement of the Unit.

5. Limited Common Elements. The Association shall maintain, repair or replace the Limited Common Elements subject to the right of the Association to do so and back charge the Units benefited. Notwithstanding the aforementioned, the Owner shall be responsible for the cost and repair, replacement or maintenance of the following Limited Common Elements:

- A. Court Yard Area
- B. All door and their component parts, including garage door;
- C. All windows and their component parts;
- D. All walls, ceilings and floor with respect to which each Owner is entitled to exclusive use.

The following is a quick index to determine maintenance responsibility:

<u>Item:</u>	<u>Association</u>	<u>Owner</u>
Siding/staccato board/brick veneer	X	
Fascia/soffit/trim/shutters	X	
Gutter/downspout/roof	X	
Windows		X
Garage overhead door and all hardware and components		X
All other doors, hardware and components		X
Cement walks/stoops	X	
Patio (Limited Common Element Part of Courtyard Area)		X
Courtyard Fence	X	
Driveway (Limited Common Element)	X	
Foundation walls		X
Foundation floor		X
Utility lines & pipes, etc. serving more than one Unit	X	
Exterior Coach light fixtures	X	
Address numbers	X	
Mailboxes (Post Office actually)	X	
Mailbox key and lock		X
Interior structural members (Limited Common Elements)	X	
Lawn	X	
Shrubs/trees (excluding Courtyard Area)	X	
Appliances		X
Plumbing and electrical fixtures		X
Interior decorating		X
Perimeter walls, floors, ceilings		X
Snowplowing:		
Parking areas	X	
Common Elements	X	
Private Streets	X	
Cluster Mailboxes	X	
Driveways unless otherwise designated by Board	X	
Service walks unless otherwise designated by Board	X	
Front Stoop unless otherwise designated by Board	X	
Pond	X	
Park	X	
Private Streets	X	

(revised 6/24/96)

Chapter 10

Parking

Section:

1. Declaration Provisions. Each owner shall be provided with parking spaces on the driveway adjacent to his Unit and in his garage. The driveway is considered a Limited Common Element.
2. Recreational vehicles, trailers, and boats and disabled vehicles are prohibited from being parked or stored on the property, except in garages.
3. Parking Regulations. All owners and residents shall comply with all Village ordinances and State laws and all posted or marked traffic signs or symbols, as well as, all notices distributed by the Association via the newsletter or otherwise.
4. Driveways. Parking of any vehicle in a manner which obstructs driveway access is prohibited.
5. Heavy Vehicles. Vehicles with a weight in excess of 6500 lbs. are prohibited from parking or being stored in the complex.
6. Sustained Parking. No Owner or his family member, guest or invitee shall park any vehicle within the Parking Areas on a permanent, semi-permanent, or sustained basis. Any such vehicle shall be parked in the garage unit of the Owner's Unit or Unit driveway. (Parking Areas are defined pursuant to the Declaration of Condominium Ownership.) Parking in Parking Areas for 24 consecutive hours shall not be defined as parking on a sustained basis.
7. Special Vehicles. No commercial vehicle, buses, trucks (other than so called trucks commonly used in lieu of personal automobiles) limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Property, including any Parking Areas.

Chapter 11

Sales and Leases

Section:

1. Sales. All owners must notify management of their intent to sell. The Association will provide you with an assessment letter at Owner's expense, which you will need to present to the title company to clear the exception to title concerning liens for Association dues.
2. Leases. Any owner may lease his Unit. All leases must be made expressly subject to the Declarations, By-Laws, and these Rules. No lease shall be less than six (6) months in length. No Unit shall be leased for transient or hotel purposes. No Owner shall lease less than the entire Unit.
3. Service Charge. The Association reserves the right to charge Owners a processing fee for all sales, leases, and requests for refinancing.

Chapter 12

Safety

Section:

1. Fire.

- A. Call Fire Department - City of Aurora - 911 (859-1700 non-emergency). Then alert your neighbors, and finally call management.
- B. Before exiting a room, feel the upper part of the door. If the door is warm or hot, brace one leg and hand against the door and open it about one half inch. If conditions are safe, evacuate the room. If you feel a rush of hot air, smoke or pressure, slam it shut. Seal cracks around door, and any other places where smoke could enter with wet towels, preferably. If smoke enters your Unit or room, open windows about three inches. Soak a large blanket, sheet, or throw rug and get under it near the window. Hold the edge of the wet material over the opening of the window to breathe fresh air.
- C. Upon exiting your townhome, close all doors and windows and leave them unlocked for easy access for the fire department.
- D. Keep the following items in your townhome:
 1. Flashlight.
 2. Candle.
 3. Masking tape for sealing cracks.
 4. Escape ropes long enough to reach the ground from the second story.
- E. Install and maintain smoke detectors.

2. Tornado.

- A. Stay as far away from outside walls and windows as you can.
- B. Protect yourself from flying glass by staying behind large pieces of furniture.
- C. Seek shelter in interior of first floor.
- D. Sit on the floor with your knees up and place your head between your knees with your hands over your head for protection.
- E. Try to take a battery operated radio, candles, or flashlight with you.

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Chapter 13

Unit Owner Hints

Section:

1. Drainage. Place splash blocks under all downspouts to prevent soil erosion or attach flexible hoses to downspouts to keep water away from the foundation.
2. Frozen Pipes. On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to **disconnect all hoses before the first frost**. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes. Further, Unit owners are responsible for their garden hoses.
3. Humidity. Those Owners who use humidifiers may cause severe damage to their Units if they set the humidity level too high in cold weather. Be sure to follow operator instructions carefully. Over humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large volume of water condensed. It can cause damage to drywall, as well as roof undersheeting that can cause the premature failure of your roof. If you have a humidifier, it might be wise to inspect your attic to see that no ice or condensation is forming on the undersheeting.
4. Ice Dams. Leaks in the winter time may be caused by what are called "ice dams." Ice dams occur when ice and snow build up in the gutters or on any horizontal surface and the escaping warmth from your home causes the build up to melt and leak inside. Because ice dams travel upwards, and your home is designed only to shed water in a downward direction, ice dams are difficult to prevent. The best thing to do is to purchase a roof rake at your local hardware store and periodically rake the snow off your roof so it never gets a chance to build up sufficiently to cause an ice dam. Roof rakes come with seven (7) foot extensions which can reach 28 to 35 feet. They are inexpensive and easy to use. Do not use shovels or picks to remove ice or snow from the roof. You will permanently damage the shingles.
5. Warranties. Be sure to keep all manufacturer and builder warranties in a safe location. Make sure you preserve your warranty rights by giving proper notice when problems first arise.
6. Storm Doors. In order to avoid extreme heat build-up which may cause damage to door moldings and/or inserts, Unit owners should remove glass panes and insert screens in early spring. Unit owners are responsible for door molding or insert damage.
7. Product Information. Ask the Developer for all product information, e.g. paint colors, cabinet manufacturer, counter top, etc. This is a good thing to have if they are damaged and need repair or replacement.

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