

**DIAMOND BAY**  
**HOMEOWNER MANUAL**

**Effective: 7/24/94**

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**This Manual is in addition to  
and supplements the covenants of the  
Diamond Bay Homeowners Association.**

## Chapter 1

### Administration

Section:

1. General. Diamond Bay Homeowners Association is a not-for-profit corporation of 331 townhome Owners. Each Lot has one vote, which may be cast from time to time on certain issues. One of those issues is the election of six (6) persons to serve on the Board of Directors.
2. Board of Directors. The Board of Directors of the Association is comprised of six (6) elected Directors who need not be Members of the Association. Terms are three (3) years. 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 Meetings has not been determined. However, Unit Owners may contact Board Members for information concerning meetings,
4. Annual Meeting. Each year, in the month of April, the Members 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.
6. Members. Membership in the Association shall include every person or entity who owns fee simple title in any Lot including contract sellers, beneficiaries of trusts holding legal title, and the Declarant while still holding title to any Lot.

## Chapter 2

### Advertising

Section:

1. Signs. No advertising signs or billboards shall be erected, placed or permitted to remain on a Lot except as follows:
  - A. One "For Sale" or "For Rent" sign of not more than five (5) square feet may be maintained on a Lot. However, said sign shall be placed only on the front lawn of the Lot.
  - 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

### Architectural/Appearance Rules

Section:

1. Administrative Procedures. Owners requesting approval for architectural/appearance modifications, whether they are landscape or structural, must fill out in duplicate an "Architectural Change or Improvement" form and submit it to management. The application will be considered by the Board and you will be notified of its decision. For your convenience, an application form is 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 Lot must be submitted to the Association with a detailed working drawing, 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 has 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 any Lot; 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 pursuant to the Declarations.

4. Patios/Decks. Patios/decks are not permitted without prior written consent of the Association. Wooden decks or patios are permitted but must be built of wolmanized lumber or 2' x 2' blocks of concrete or exposed aggregate or interlocking pavers. The piers are to be 8" diameter and 42" deep. Provision must be made under the deck to prevent weed growth. Wood decks shall be built flush with the rear wall and the deck elevation shall not exceed that of the first floor of the dwelling. Fireplaces are not considered part of the rear wall. The height of the railings must not be less than 36" or over 42" in height. One step decks do not require rails. The maximum deck or patio size to be twenty (20%) of the rear yard square footage or 140 square feet, which ever is larger.

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

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

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

- A. Flowers. Flowers or bulbs are permitted only in existing beds. Notwithstanding the aforementioned, flowers or bulbs should not 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. Further, the Association will not be responsible for damage to flowers caused by the Association lawn maintenance contractor.
- B. Mulch. Mulch may be installed between the townhome and deck, patio, or around window wells.
- C. Air Conditioners. Bark, stone or mulch ground cover shall be the only type permitted around air conditioners as a border.
- D. Edging. Only concrete, black plastic or natural cedar edging is allowed around landscaping or planting beds. Edging shall not exceed a height of six (6) inches.
- E. Front Stoops. Customary patio and garden furniture and planters are permitted. Trash cans and grills are prohibited.
- F. Hanging Baskets. A maximum of three (3) 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.

8. Other Landscaping. Other than those landscape modifications mentioned in Section 7 above, all other landscape and/or appearance modifications shall require prior written consent of the Association.

9. Vegetable/Plant Gardens. Vegetable or plant gardens are prohibited.

10. Storm Doors. Storm doors are to be "clear glass view" with no scroll work or design on the glass or door. The color shall be bronze, brown, white or almond to blend with the front door and trim. 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. Front door screens may have a center horizontal bar. However, said bar shall not exceed three (3) inches in width. Storm windows are prohibited for side lights.



18. Gazebos. Etc. Gazebos, overhead structures, clotheslines, sheds or screened-in structures are prohibited.
19. Lawn Ornaments. A maximum of two (2) ornaments up to 3 feet tall are allowed anywhere in front of the unit except on the lawn.
20. Basketball Equipment. Permanently installed basketball equipment is prohibited.
21. Portable Sporting/Recreational Equipment. Portable sporting equipment and childrens' recreational items are permitted provided they are removed from front, back or side yard and stored out of sight after use each day.
22. Flags. Flag brackets are permitted on units. Flag poles shall not exceed five (5) feet in length. Vertical flag poles are prohibited.
23. 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. Motion detectors and/or motion detector light fixtures are permitted with prior written approval of the Association.
24. Bug Zappers. Electric insect repellent devices are prohibited.
25. Brass Door Knockers. One brass door knocker not exceeding eight (8) inches in height is permitted on front doors.
26. Kick Plates. Polished brass kick plates are permitted.
27. Garden Hoses. All garden hoses shall be coiled and stored flush against the exterior surface of the unit out of view. A hose holder may be mounted to the surface of the unit within two (2) feet of the sill cock.
28. Holiday Decorations. Holiday wreaths, lighting, etc. are permitted, but shall be removed within four (4) weeks after the official holiday.
29. Windsocks. Windsocks are prohibited.
30. Dog Runs/Dog Houses. Dog runs and/or dog houses are prohibited.

effective 8/95

**ARCHITECTURAL/APPEARANCE 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 architectural change and/or improvement, and that all changes and/or improvements shall be within my Lot lines.
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.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

-Page 2-

- 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.
- 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.

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

Section 5: For Office Use Only:

Date Approved: \_\_\_\_\_

Date Rejected: \_\_\_\_\_

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

## 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 Diamond Bay Homeowners 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 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.

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## 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. Hearing Body. The Board of Directors shall hear all complaints.
  - B. 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.
  - C. Burden of Proof.
    1. Violation - unanimous Board decision required.
    2. Penalty - majority Board decision required.
  - D. Enforcement.
    1. Lien.
    2. Legal proceedings.
    3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.



# Diamond Bay Homeowners Association

## 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:

\_\_\_\_\_  
DIAMOND BAY HOMEOWNERS ASSOCIATION  
(Name) (Address) (Phone)

#### VIOLATOR:

\_\_\_\_\_  
(Name) (Address) (Phone)

=====

### CLAIMED VIOLATION

Date(s) and Time(s):

Location(s):

What Happened:

=====

#### WITNESSES:

\_\_\_\_\_  
(Name) (Address) (Phone)

\_\_\_\_\_  
(Name) (Address) (Phone)

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 plastic bags sealed at the top or trash containers with secured 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 Lot driveway apron. Trash stickers must be affixed to all bags. Call the City of Aurora for information on where to purchase trash stickers. Their phone number is 892-8811.
2. Trash shall not be placed out prior to 7:00 p.m. on the night before collection.
3. Collection is performed by Waste Management after 6:00 a.m. on Thursdays. Should a holiday occur during the week, collection will be on Friday. If you have very large items, you may need a special pick-up. Call Waste Management at 800/414-5325.
4. Recycling. Owner must call City of Aurora at 892-8811 to obtain a recycling bin.

## Chapter 7

### Insurance

#### Section:

1. Townhomes. The Association shall obtain and maintain a policy or policies of insurance covering the townhouses (not including the contents) including, without limitation, all alterations and additions originally installed by Developer thereto, 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. Additions and Betterments. Since the insurance market is so unpredictable, and since policy forms change depending on market conditions, the Association has little control over the final coverages that will be included in the master policy. Therefore, we strongly suggest that individual Owners add an endorsement to their own policies covering additions and alterations that they may make to their units, since this type of coverage may not be available to the Association. Examples of additions and alterations include, but are not limited to such things as, wallpaper, paneling, mirroring walls, decks and railings, etc.
3. 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. As mentioned above, be sure to request an endorsement for additions and betterments.
4. Common Areas. The Association provides insurance on the Common Areas 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 on the Lots and Common Areas.
- C. All pets must be kept on a leash at all times 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. Commercial Activities. No commercial activities of any kind, unless otherwise provided by the Declarations, By-Laws, or Rules, shall be conducted on any Lot on the Property, except activities intended primarily to service residents of the Property.

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

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 and residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of said Unit Owner. No repairs of any vehicles shall be allowable on Aurora streets or in Common Areas.

6. Firewood Limitation. Owners will be limited in the manner and method of storing firewood adjacent to their unit as follows:

- A. Storage of firewood on front stoop or front or side elevations is prohibited.
- B. Firewood may be stored on the rear elevation of unit, provided it is stored in a bin on a deck or patio. If no deck or patio exists, storage shall be in the garage.

7. Lawn Furniture. Lawn furniture, when not in use, shall only be stored on the patio or inside a unit.

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

## **Chapter 9**

### **Maintenance**

Section:

1. **Definition.** Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.
2. **Common Area.** The Association shall maintain, repair, and replace the Common Area.
3. **Townhomes.** The Association shall paint, maintain, repair, replace, and tuckpoint all exterior surfaces of the townhomes, excluding glass surfaces. This includes, but is not limited to, siding, roofs, chimneys, gutters, downspouts and shutters necessitated by normal wear and tear. The Association shall not be responsible for the maintenance of or consequential damage to the interior surfaces of the townhouse.
4. **Landscaping.** The Association shall maintain and replace all landscaping on the Common Area and the Lots. The Association shall maintain and replace all original landscaping installed by the Developer on the Lots. Any additions to Lot 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.

Should any original landscaping on a Lot 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 on their Lots. 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.

5. **Joint Connections.** In the event that maintenance is required to repair utility service lines, including but not limited to sewer, water, electrical, gas, or telephone, said repairs shall be the responsibility of those Members affected. Unless the service interruption is caused by the negligent or wilful act of a Member, said repair costs shall be shared equally by those affected.

The following is a quick index to determine maintenance responsibility:

<b>Item:</b>	<b>Association</b>	<b>Owner</b>	<b>Park District</b>
Siding/stone	X		
Fascia/soffit/trim/shutters	X		
Gutter/downspout/roof	X		
Windows and glass		X	
Storm windows		X	
Garage overhead door:			
Sections		X	
Springs/cables		X	
Operator/locks		X	
Front entrance door:			
Door		X	
Glass		X	
Lock, knob, hinges		X	
Jamb, threshold		X	
Weather-stripping		X	
Sliding glass door:			
Glass		X	
Frame & sill		X	
Locks & latches		X	
Storm door		X	
Cement walks/stoops	X		
Patio/decks (original)	X		
Driveway	X		
Foundation walls		X	
Foundation floor		X	
Utility lines & pipes, other than drain tile connected to downspouts			X
Coachlights, excluding bulb replacement	X		
Address numbers	X		
Mailboxes (Post Office actually)	X		
Interior surfaces/structural Members		X	
Lawn (unless access is not convenient for large equipment)	X		
Shrubs/trees (original, and unless death due to lack of watering)	X		
Watering		X	
Retaining walls	X		
Parking lots	X		
Community fences	X		
Privacy fences (original)	X		
Window wells		X	
Sill cocks		X	
Ejection pumps		X	
Park pathways (8 feet wide)			X
Pedestrian Pathways (5 feet wide)	X		
Pathway lights	X		

## Chapter 10

### Parking

Section:

1. Declaration Provisions. Each Owner shall be provided with parking spaces located on his Lot.
2. Commercial Vehicles, Etc. No commercial vehicles, busses, trucks, limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Property, including the parking areas.
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. Parking Areas. No Owner or his family Member shall park any vehicle within the parking area on a permanent, semi-permanent, or sustained basis. Any such vehicle shall be parked on Owner's Lot.

## Chapter 11

### Party Walls

Section:

1. Repair and Maintenance. The cost of reasonable repairs and maintenance shall be shared by each Owner who makes use of the wall or walls. Repairs necessitated by the negligence of an Owner shall be regulated by the laws on party walls concerning reimbursement for the cost of repair to the non-negligent Owner.

2. Architectural Conformity. All party wall repair and maintenance must conform with existing architectural standards of the Association.



## Chapter 12

### 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 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 Lot, but no lease shall be for a period of less than thirty (30) days. All leases must be made expressly subject to the Declarations, By-Laws, and these Rules.
3. Limitation on Number of Lots Owned by One Owner. No Owner shall own more than three (3) Lots within the Property at any one time, and no Owner shall own more than one (1) Lot constituting a part of a townhouse building at any one time.
4. Service Charge. The Association reserves the right to charge Owners a processing fee for all sales, leases, requests for refinancing and a set of declaration, by-laws and rules.

## Chapter 13

### Safety

Section:

#### 1. Fire.

- A. Call Fire Department - City of Aurora - 911 (844-3635 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. If possible, seek shelter in the basement or interior first floor hallway.
- 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.

**Disclaimer:** The above information is offered for informational purposes only. The Association, its agents and employees disclaim all liability for the following or non-following of the above information.

## Chapter 14

### Unit Owner Hints

#### Section:

1. Drainage. Be sure your sump pump hose is placed so as to keep water away from your foundation. Purchase a flexible hose to attach to the discharge pipe so the point of discharge can be moved from time to time to eliminate ponding water and erosion. Place splash blocks under all downspouts to prevent soil erosion or attach flexible hoses to downspouts to keep water away from the foundation. The landscaper informs us that splash blocks should be positioned so as not to drain directly on evergreens.
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.
3. Humidity. Those Owners who use humidifiers may cause severe damage to their homes 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 may 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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