

**LIBERTY SQUARE
HOMEOWNER'S MANUAL**

Revised Effective: 1/01/08

**THIS MANUAL IS IN ADDITION TO AND SUPPLEMENTS
THE DECLARATION OF RESTRICTIVE COVENANTS OF
THE LIBERTY SQUARE HOMEOWNERS ASSOCIATION**

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Chapter I

Administration

Section 1

General. Liberty Square Homeowners Association is a not-for-profit corporation comprised of 156 townhome owners. Each owner has one vote that 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.

Section 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. Each director serves for a term of three (3) years. The Board of Directors administers the functions of the Association. Board Members do not receive pay.

Section 3

Board Meetings. The Board meets at periodic intervals. Unit owners may contact management for the date, time and location of meetings.

Section 4

Annual Meeting. Each year, in the month of September, unit owners meet to elect Board Members to fill vacancies and/or the expiring terms. Notices will be sent to all unit owners.

Section 5

Management. The Board of Directors, pursuant to its powers, has retained the services of a professional management company to handle its day-to-day matters. Homeowners should contact Villa Management at (847) 364-9880.

Section 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 II

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. All signs must be removed within 24 hours after the conclusion of the sale or lease.
- B. Garage sales shall be limited to once a year. The date will be determined by the Board for all homeowners to participate, and will be advertised in a local newspaper. No other garage sales are allowed. All signs must be removed within 24 hours after the conclusion of the garage sale.

Section 2

Soliciting. No soliciting is permitted on the property without prior written consent of the Board of Directors.

Section 3

Newsletter. Advertisement in the Liberty Square Newsletter will be permitted at current advertising rates.

Chapter III

Architectural/Appearance Rules

A. Modifications Allowed Without Written Approval

Section 1

Landscaping

- a. Planting. Flowers or bulbs are permitted only in existing beds. Plantings shall not be deep enough or large enough to damage existing trees or shrubs. Any tree or shrub that dies due to violation of this provision shall be replaced with a tree or shrub of the same size and species at the homeowner's expense.
- b. Mulch. Mulch or stone ground cover may be installed. Colors are to be muted shades of brown. Stone ground cover is not permitted at the base of trees.
- c. Edging. Only black or green plastic or natural cedar edging is allowed around landscaping or planting beds. Edging shall not exceed a height of six (6) inches.
- d. Front & Side Patios. Customary patio and garden furniture and planters are permitted. Garbage cans or recycling bins are not to be visible from the street. See Section 2 Barbecue Grills.
- e. Hanging Baskets/Planters. Hanging baskets and planters are permitted on the front and side areas of the unit, and are to be removed and stored out of site during the winter season.
- f. Vegetable Gardens. Vegetables may be grown within the enclosure of privacy fences. No growth should be visible above or beyond the privacy fences. Vegetable gardens are prohibited in existing beds.

Section 2

Barbecue Grills. Barbecue grills are permitted within fenced enclosures. Barbecuing in front of units is permitted, provided said grill is removed from the front of the unit the same day. Owners/Residents must abide by the City of Aurora's Ordinances regarding the distance grills must be placed from buildings until cooled. Unit owners will be held responsible for melted siding that results from a warm grill being operated/placed too closely to a building.

Section 3

Ornaments. A maximum of two (2) ornaments up to 3-feet tall are allowed

anywhere in front of the unit except on the lawn. Summer ornaments must be removed at the end of summer. See also Section 6. Seasonal Decorations

Section 4

Portable Sporting/Recreational Equipment. Portable sporting equipment and children's recreational items are permitted provided they are removed from the front and/or side yard and stored out of sight after use each day.

Section 5

Garden Hoses. Garden hoses shall be coiled and stored out of view when not in use and/or at the end of each day.

Section 6

Seasonal Decorations. Holiday wreaths, lighting, etc. are permitted, but shall be removed within four (4) weeks after the official holiday ends.

Section 7

Satellite Dishes/Antennas. Satellite dishes and antennas are permitted. However, the homeowner is responsible for removing antennas, dishes and brackets and patching all holes when the unit is sold, unless the new homeowner agrees to assume this responsibility.

B. Modifications Requiring Written Approval of the Association

Section 1

Administrative Procedures. Homeowners requesting approval for architectural modifications, whether they are landscape or structural, must fill out an "Architectural Change or Improvement" in duplicate and submit it to management for written consent before any project begins. 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 (see page 11). Depending on the nature of the modification, building permits may be required from the City of Aurora. It is the responsibility of the individual homeowner 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.

ALL changes/additions to the exterior of a unit or Lot **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 by the homeowner after notification by the Association. Any cost associated with the removal of the violation(s) will be billed to the homeowner.

Section 2

Other Landscaping. Other than those landscape modifications mentioned in Chapter 3 A., Section 1 above, all other landscape and/or appearance modifications shall require prior written consent of the Association.

Section 3

Attic Fans. Attic fans are permitted subject to prior Association approval and shall be installed by an experienced, licensed, insured and reputable contractor.

Section 4

Storm Doors. Storm doors are to be "clear glass" 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. Buildings with front doors in the brown family shall have bronze storm doors. All other front door colors shall have white storm doors.

Section 5

Replacement Windows. All replacement windows shall match the style and color of the current windows. No plastic covering is permitted on the outside of the unit's windows or doors.

Section 6

Exterior Light Fixtures (existing)

- A. Replacement fixtures shall match existing fixtures. The Coach light next to the garage will be repaired/replaced by the Association in the event of damage due to normal wear and tear, excluding intentional damage or vandalism. See Chapter IX, page 24 for a quick index list of maintenance responsibility.
- B. Only white light bulbs are permitted in front fixtures.

Section 7

Exterior Lighting (free standing)

- A. Ground lights are limited to black, bronze or pewter-colored fixtures with white lenses.
- B. Lights shall be installed no more than nine (9) inches above ground level and shall not be placed on the lawn.
- C. Wiring and transformers should be installed out of view or underground to prevent tripping hazards and interference with landscaping maintenance.

D. The lights shall be permitted to illuminate patios or landscaped areas only.

Section 8

Unit Decorations. Exterior unit decorations, e.g. wooden plaques or items not specifically mentioned above shall require prior written consent of the Association.

Section 9

Sprinkler Systems. Underground sprinkler systems are permitted subject to prior written consent by the Association.

Section 10

Flags. Flag brackets are permitted on units. Flag poles shall not exceed five (5) feet in length. Vertical flag poles installed in the ground are prohibited.

Section 11

Kick Plates. Polished brass kick plates are permitted.

Section 12

Block Patios. Block patios may be installed within privacy fence areas upon prior written consent of the Association.

C. Modifications Not Permitted by the Association

Section 1

Front Doors. Front doors may not be changed from the style and color as originally installed by the Developer.

Section 2

Fences. Fences are prohibited pursuant to the Declaration of Restrictive Covenants.

Section 3

Decks. Decks are prohibited unless originally installed by the Developer.

Section 4

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

Section 5

Awnings. Awnings are prohibited.

Section 6

Gazebos, etc. Gazebos, overhead structures, clotheslines, sheds and screened in structures are prohibited.

Section 7

Basketball Equipment. Permanently installed basketball equipment is prohibited.

Section 8

Dog Runs/Dog Houses. Dog runs and/or dog houses are prohibited pursuant to the Declaration of Restrictive Covenants.

APPEARANCE OR ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Page 1

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 recorded plat of 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 or 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 said change, or have the Association remove it 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.
6. I hereby agree to allow 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, devisee, 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.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Page 2

Section 4 Notice

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

X _____ X _____
Signature Signature

Section 5 For Office Use Only:

Date Approved: _____ X _____

Date Rejected: _____ X _____
Signature Signature

Chapter IV

Assessment Policy

Section 1

General. The Association is funded by fees paid by each member. The fees are to be paid by the 1st of each month. Payment should be made by sending your check, payable to Liberty Square Homeowners Association, c/o Villa Management, Ltd. Please use the payment cards and envelopes provided to you to send in your payment. If you did not receive them, please call Villa Management at (847) 364-9880. You will not be billed for your monthly assessment.

Section 2

Delinquency. Any assessment due by the 1st of each month is considered delinquent if payment is not received by the 15th of each month.

Section 3

Late Charge. A late charge of \$10.00 shall be charged if payment is not received on or before the 15th of each month.

Section 4

Legal Proceedings. The Association reserves the right to initiate legal proceedings against any homeowner who is delinquent. All court costs and attorney fees will be added to the arrearage of the homeowner.

Section 5

Rule Violations. Any penalties levied by the Board for Association rule violations that are not paid within fifteen (15) days of the Board's decision shall be deemed delinquent and subject to the above assessment enforcement procedures.

Section 6

Special Assessments. From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.

Section 7

Revocation of Privileges. All Association privileges are automatically revoked if the unit owner is delinquent.

Chapter V

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.

Section 2

Fine System. Violation of any Covenant, Condition, or 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.

Section 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 remove architectural violations, etc. if the homeowner has failed to do so within the time granted by the Association. All

costs related to said Association's action shall be charged to the homeowner 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. Homeowners may file complaints.
2. Board Members may file complaints, but not take part in the Board's decision.
3. Committee members may file complaints.
4. Managing Agent 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.

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:

LIBERTY SQUARE RULES COMMITTEE

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 P.O. Box 7110, Libertyville, IL 60048-7110 on the _____ day of _____, 20__.

Complaint Server

The undersigned states that I 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 _____, 20__.

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 VI

Garbage/Recycling Collection

(1) All trash shall be placed in plastic bags sealed at the top or trash containers (30 gallon maximum) with secured lids and must have a City of Aurora Allied Waste Services garbage sticker attached. Items that do not fit in such bags must be neatly stacked and secured so they do not blow away during windy conditions and each item must have a garbage sticker attached. Garbage stickers may be purchased at grocery and hardware stores in the City of Aurora. All trash must be placed on your lot driveway apron.

(2) Recycling bins shall be placed next to your trash container with items neatly stacked and secured so they do not blow away during windy conditions. Allied Waste Services will pick up the recycling on the same day as the trash pickup. Contact the City of Aurora at (630) 264-4636 to purchase a bin and for detailed information on what items can and cannot be recycled.

(3) Trash may be placed out anytime after 6:00 p.m. on the night before collection. Any and all containers or trash that remains after pick up must be properly stored inside each unit no later than sundown of the day of collection.

(4) Collection of both trash and recycling is performed by Allied Waste Services after 6:00 a.m. on Thursdays. If you have very large items, you may need a special pick-up. Call Allied Waste Services at (630) 892-9294. Please remember that every item in addition to your trash bag or trash can requires a garbage sticker.

(5) All trash containers must be stored out of sight from the street.

Chapter VII

Insurance

Section 1

Townhomes. The Association shall obtain and maintain a policy or policies of insurance covering the townhouses (not including the interior 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.

Section 2

Additions and Betterments. As the insurance market is so unpredictable, and policy forms change depending on market conditions, the Association has little control over the final coverage 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, as 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, and railings, etc.

Section 3

Owners Insurance. Each unit 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 HO-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.

Section 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 & Officers Liability Coverage
- D. Workers Compensation Coverage
- E. Fidelity Coverage

Chapter VIII

Limitations, Use and Occupancy Restrictions

Section 1

Illegal Activities.

A. Violation of criminal law whether city, state or federal is defined as an illegal activity under these rules and is subject to the enforcement procedures herein contained.

B. Fireworks are illegal in the State of Illinois and are not permitted on the Lots, common areas, Courts or Streets comprising the Liberty Square Subdivision. Any unit owner or guests displaying fireworks at any time on the property will be reported to the police and are subject to the enforcement procedures herein contained.

C. Vandalism and property damage are illegal and will be treated as such and enforced according to city, state and federal law, and are subject to the enforcement procedures herein contained.

Section 2

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 their Lots and Common Areas.

C. All pets must be kept on a leash at all times when not inside a unit.

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

Section 3

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.

Section 4

Nuisances. No nuisances shall be permitted. Nuisances shall be defined as any activity which disturbs the peaceful enjoyment of the Lots and Common Area; affects the health, safety and welfare of the residents, owners and Property, and

detracts or threatens to detract from the property values of the Lots and Common Areas.

Section 5

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.

Section 6

Auto Repairs. Homeowners 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 allowed on Aurora streets or in common areas.

Section 7

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

- A. Storage of firewood on front stoop is prohibited.
- B. Firewood may be stored on the patio and shall not be visible from the street.

Section 8

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

Section 9

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

Chapter IX

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.

Section 2

Common Area. The Association shall maintain, repair, and replace the Common Area.

Section 3

Townhomes. The Association shall paint, maintain, repair, replace, and tuck-point 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.

Section 4

Landscaping. The Association shall maintain and replace all landscaping on the common elements 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 has 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.

Section 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.

MAINTENANCE RESPONSIBILITY QUICK INDEX

Item	Association	Homeowner
Siding	X	
Fascia/soffit/trim/shutters	X	
Gutters/downspouts	X	
Splash Blocks		X
Windows and glass		X
Garage overhead door:		
Section		X
Springs/cable		X
Operator/locks		X
Front entrance door:		X
Door except glass		X
Lock, knob, hinges		X
Jamb, thresholds		X
Weather stripping		X
Sliding glass door:		
Glass		X
Frame & sill		X
Locks & latches		X
Storm door		X
Cement walks/stoops	X	
Patios (original)	X	
Driveway	X	
Foundation Floor		X
Utility lines & pipes		X
Coach lights, excluding bulb replacement	X	
Address numbers	X	
Mailboxes (Post Office)	X	
Interior surfaces/structural members		X
Lawn unless access is not convenient (e.g. privacy fenced areas)	X	
Shrubs/trees – original (unless death due to lack of watering or other negligence of homeowner)	X	
Watering		X
Retaining walls	X	
Parking lots	X	
Community fences	X	
Privacy fences – original (e.g. excluding gates)		X
Spigots		X

Chapter X

Parking

Section 1

Declaration Provisions. Each owner shall be provided with parking spaces located on his lot.

Section 2

Parking of Commercial Vehicles. No commercial vehicles, busses, trucks, limousines, boats, trailers, or recreational vehicles shall be parked or stored on the property, including the parking areas.

Section 3

Parking Regulations. All owners and residents shall comply with all City 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.

Section 4

Driveways. Parking of any vehicle in a manner that obstructs driveway access is prohibited.

Section 5

Heavy Vehicles. Vehicles with a weight in excess of 6500 lbs. are prohibited from parking or being stored in the complex.

Section 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 XI

Party Walls

Section 1

Repair & 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 a homeowner shall be regulated by the laws on party walls concerning reimbursement for the cost of repair to the non-negligent homeowner.

Section 2

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

Chapter XII

Sales & 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.

Section 2

Leases. Any owner may lease his lot, but no lease may 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.

Section 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.

Section 4

Service Charge. The Association reserves the right to charge homeowners a processing fee for all sales, leases, and requests for refinancing.

Chapter XIII

Safety

Section 1

Fire.

- A. Call Fire Department - City of Aurora - 911 (630-844-3635 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 position yourself 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. Suggested items to keep in your home for emergency use:
 1. Flashlight
 2. Candles
 3. Masking tape for sealing cracks
 4. Escape ropes long enough to reach the ground from the second story
- E. Install and maintain smoke and carbon monoxide detectors.

Section 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 first floor coat closet or powder room.
- 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. Put together an emergency kit that includes, but is not limited to, a battery-operated radio, candles, matches, and a flashlight.

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Chapter XIV

Unit Owner Helpful 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.

Section 2

Frozen Pipes. On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature above 60 degrees Fahrenheit, open cabinets to allow air to circulate around pipes, keep water dripping slightly through all faucets and be sure to disconnect all garden hoses before the first frost. If you are going on a vacation in the winter, contact a licensed plumber to winterize your pipes.

Section 3

Humidity. Those homeowners 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 or pipe leak due to the large volume of water that condenses. Over humidification can cause damage to drywall and the roof decking. It can also cause premature failure of your roof. If you have a humidifier, it is wise to inspect your attic to see that no ice or condensation is forming on the wood decking. Any roof that fails due to over humidification by a unit owner/resident will be the responsibility of the owner of that roof to make the necessary repairs.

Section 4

Ice Dams. What may appear to be leaks in the winter time may be an "ice dam." Ice dams occur when ice and snow build up in gutters or another horizontal or obstructive surface. The heat that escapes from your home or sunshine that beats down on your roof can cause the build up of snow above an ice dam to melt. Because the melting snow has nowhere to go due to the dam below it, it backs up under roofing shingles. Because roofing shingles are designed only to shed water in a downward direction, the melted ice and water can enter the living space below and appear as a leak. Ice dams are difficult to prevent and are not construction defects or maintenance issues. Do not use a shovel or pick to remove ice or snow from the roof. Special roof rakes are available from home improvement centers/hardware stores. You may want to consider installing heat cables.

Section 5

Warranties. Be sure to keep all manufacturer and builder warranties in a safe place. Make sure you preserve your warranty rights by giving proper notice when problems first arise.

Section 6

Storm Doors. In order to avoid extreme heat buildup that 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.

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