

**EMERALD GREEN CONDOMINIUM**

**ASSOCIATION NUMBER ONE**

**Warrenville, IL**

**RULES AND REGULATIONS**



**Originally adopted on November 6, 1985  
Revised October 2006**

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**EXHIBITS:**

- Exhibit A – Violation Complaint – Witness Statement**
- Exhibit B – Emergency Information Form**
- Exhibit C – Rider to Lease**
- Exhibit D – Maintenance Request Form**
- Exhibit E – Architectural Change Application**

## INTRODUCTION

The purpose of this manual is to provide you with information that should help you to live comfortably and safely at Emerald Green Condominium Association. It will acquaint you with the rules and regulations established by the Board of Managers/Directors for conduct at Emerald Green. The rules are designed to maintain a high quality of life for the residents, which in turn will make Emerald Green a desirable place to live and will contribute to the investment value of the condominiums. The rules and regulations in this manual apply equally to all residents, whether tenants or owners.

A hierarchy of laws governs condominium ownership in the State of Illinois. First is the Illinois Condominium Property Act. At Emerald Green, there is also the Declaration of Condominium Ownership and By-Laws. These are the rules and regulations established by the Board of Managers/Directors for Emerald Green.

Since your conduct and rights are in great part governed by these documents, you are urged to read and become familiar with them. Each Unit Owner and/or Tenant will be held responsible for compliance with the rules and regulations as set forth in this manual. Failure to do so will result in action by the Board of Managers/Directors, which could lead to the levying of fines and/or penalties. The Declaration provides that the cost and fees incurred by the Board in enforcement of these rules shall be borne by the Unit Owner.

The Common Areas or Common Property referred to in these rules and regulations are defined in the Declaration and include all the grounds, sidewalks, parking lots, exteriors of the buildings, foyers, stairways, hallways, attics and utility closet (meter rooms).

## I. DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the Bylaws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. Declaration – The Declaration of Emerald Green Condominiums which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on January 7, 1976 as Document No. R76-965 and as amended from time to time thereafter.
- B. Bylaws – The Bylaws of Emerald Green Condominium Association No. 1 and as amended from time to time thereafter.
- C. Property – All the real property against which the Declaration has been recorded, including any improvements thereon.
- D. Act – The Illinois Condominium Property Act as amended from time to time.
- E. Association – Emerald Green Condominium Owners Association, an Illinois Not for Profit Corporation and a Condominium organized pursuant to the Illinois Condominium Property Act.
- F. Board – The Board of Directors/Managers of the Association.
- G. Rules or Rules and Regulations – The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- H. Common Property – The Common Elements of the Association, as defined in the Act and the Declaration.
- I. Unit – A portion of the Property, which is owned exclusively by a Unit Owner.
- J. Owner or Unit Owner – The owner(s) of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.

- K. Member or Member of the Association – A Unit Owner.
- L. Resident – Any person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- M. Common Expense or Assessment – Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments and charges or expenses or assessments which are levied pursuant to the Declaration, Bylaws or the Rules and Regulations.
- N. Managing Agent or Manager – The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- O. Commercial Vehicles – Vehicles operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for-hire or not-for-hire.
- P. Permitted Vehicles – Non-commercial vehicles, excluding trailers of any type, in a fully drivable and operable condition, which are properly registered and licensed to be driven on public roads and highways, and which display appropriate municipal stickers, and which do not exceed 8,000 pounds curb weight, 20 feet in overall length, or 7 feet in overall width.
- Q. Emergency Vehicles – Ambulances and hospital or medical vehicles of any type; or fire fighting vehicles of any type; or police protection vehicles of any type; or snow plowing vehicles; or Permitted Vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents and other persons on the Property.
- R. Non-permitted Vehicles – All vehicles other than those defined as Permitted Vehicles or Emergency Vehicles, specifically including, but not limited to, Abandoned Vehicles, Commercial Vehicles of any kind, trailers of any kind, boats, snowmobiles, limousines, hearses, mini-bikes, campers, motor homes and all-terrain vehicles, or any vehicle displaying advertising of any kind.
- S. Abandoned Vehicle – Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or moved for at least seven (7) consecutive days; or which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the

condition of the vehicle clearly indicate it has been abandoned, as stated in the City of Warrenville Code 6-3-5.

## **II. POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

- A. Any complaint which alleges a violation of the Declaration, Bylaws or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:
1. The name, address and phone number of the complaining witness.
  2. The Unit Owner's name, Unit number or address of the Unit where the person or Resident complained of resides.
  3. The specific details or description of the violation, including the date, time and location where the violation occurred.
  4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
  5. The signatures and addresses of the complaining witness and the date on which the complaint is made.

The Association recommends that photographs be taken, if possible, to illustrate the nature of the violation. Any such photographs should be sent with the Witness Statement or forwarded as soon as possible. The name of the person who took the photographs and the date on which it was taken or made should be included.

- B. When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or its duly authorized agents.

In the event the alleged violation is not the first violation by the Unit Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner's account, if the Unit Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the

provisions of the Declaration, Bylaws or Rules and Regulations of the Association.

- C. If any Unit Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Unit Owner must proceed as follows:
1. Within ten (10) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner must submit, in writing, a request for a hearing concerning the violation.
  2. If a request for a hearing is filed, a hearing on the complaint shall be held composed of the Board of Directors. The hearing shall be conducted no later than six (6) weeks after delivery of the written request.
  3. At any such hearing, the Board of Directors shall hear and consider arguments, evidence or statements regarding the alleged violation, from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Board of Directors shall issue its determination regarding the alleged violation. The decision of the Board of Directors shall be made by majority vote and shall be final and binding on the Unit Owner and the Association.
  4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board of Directors has completed its determination. Notification of the Board of Directors determination shall be made in the form of a letter to the Unit Owner.
- D. If no request for a hearing is filed within (10) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default and appropriate sanctions shall be imposed. The Unit Owner shall be notified by the Association of any such determination.
- E. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws or Rules and Regulations of the Association, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Declaration, Bylaws or Rules, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of

the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association expense may be imposed.

2. In the event any violation has resulted in damage to any Common Property, which has not yet been repaired or has resulted in any damage or any unauthorized condition on the Property, the Unit Owner will be given two notices of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required.
3. If found to be guilty of a second or continuing violation, of the same provision of the Declaration, Bylaws or Rules, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents. The Unit Owner shall also be assessed a fine.

F. The Board of Directors is charged with the responsibility of setting a fine structure to deal with violations of the Rules and Regulations of Emerald Green Condominium Association.

1<sup>st</sup> Offense: Warning letter and ten (10) days to correct or protest.  
2<sup>nd</sup> Repeat/Uncorrected Offense: \$50.00 fine / ten (10) days to correct  
3<sup>rd</sup> Repeat/Uncorrected Offense: \$100.00 fine / ten (10) days to correct  
4<sup>th</sup> Repeat/Uncorrected Offense: \$200.00 fine / ten (10) days to correct

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

H. In the event that a unit is leased and a violation of these Rules and Regulations occurs, the Board may proceed against the Unit Owner, his tenant or both. The policies and procedures regarding enforcement which are contained herein shall apply to both Unit Owners and tenants.

### **III. GENERAL RULES**

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations. To the extent that the provisions of applicable law, the Declaration, Bylaws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the Bylaws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Unit Owners, Residents, their families and guests. Exceptions to the Rules may be made only in writing, signed by the Board or its duly authorized agents following a written request by a Unit Owner.

### **IV. ADMINISTRATION AND APPEARANCE OF THE PROPERTY**

- A. Alterations  
No alterations of any kind may be made to the exterior portions of any building including roofs, siding, doors, light fixtures, patios, and balconies.
- B. Antennas, Towers and Satellite Dishes  
No antennas and/or towers nor satellite dishes (other than USA Wireless) of any kind may be attached or mounted to any portion of the Common Property unless it is done within the Owner's Unit, balcony/patio, or with the permission of the Board.
  - 1. USA Wireless (630-355-3840) a Board approved provider of satellite dishes to access DishNet, DirectWay, DirecTV and has been authorized to install a dish at Emerald Green without Board approval.
- C. The Association maintains basic occupancy information on each unit that is kept strictly confidential and is similar in format to the "Unit Information Form" (Exhibit B). Every owner is required to provide this information upon request. It is also the responsibility of each owner to notify the Association if any information changes. In the event an owner fails to cooperate in providing this information, either by failing to provide the information or by providing partial or fraudulent information, the Association may find the owner in violation of these rules. Any fines costs attorney fees or other legal charges incurred by the Association in order to obtain the correct information may be assessed to that owner as a common expense.
- D. Assessments and Collections
  - 1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first

(1<sup>st</sup>) day of each month. Any payment of the foregoing which is received after the fifteenth (15<sup>th</sup>) day of the month shall be considered late. All payments received, even if the payment has been designated to be applied to a specified obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.

2. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the Unit Owner to be subject to a Late Charge of **twenty-five dollars (\$25.00)** for that month.
3. Any payment remitted that is returned by the bank due to non-sufficient funds (NSF) shall cause the Unit Owner to be subject to a NSF charge.
4. Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to a Unit Owner's account.
5. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and Bylaws. Once legal action has been commenced, all legal fees and costs will be assessed to the Unit Owner as required by the Declaration and Bylaws.

E. Awnings or Sunroofs

No awning, sunroof, canopy, shades or screening of any type is permitted on the exterior of any unit without an Architectural Approval Form (Exhibit E) by the Board.

F. Balconies and Patios

1. Unit Owners shall keep balconies and patios clean, orderly and free from clutter.
2. No owner shall decorate, fence, enclose, landscape, adorn or alter such balcony or patio in any manner, unless the Unit Owner first obtains the written consent of the Board of Directors with an Architectural Approval.
3. Balcony and patio floors must not be covered with any type of carpet or tiles.
4. Balconies and patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs, patio furniture, flower containers and firewood.

5. Container gardening is permitted if such vegetation is grown within decorative flowerpots, planters or containers specifically designed for such use. Unit Owner should limit the number of containers and should not exceed 200 pounds. If the Board determines that the number of containers are causing damage or deterioration to balcony structure, you may be requested to remove items. Containers and/or groupings of containers should be pleasing in appearances and neatly maintained. Such containers are restricted to balcony or patio areas reserved for use by individual Unit Owners.
6. Second floor Unit Owner and Residents should take necessary precautions to prevent liquids or other items from falling onto the patio below.
7. Balcony boxes are allowed with the provision that they may not be nailed, screwed or otherwise permanently attached to the balcony. Plant holders, which cause no damage and are specifically designed for balconies should be used. Any such boxes, which are installed on the outside edge of a balcony, may not create a hazard or inconvenience.
8. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on balconies or patios.
9. Balconies and patios must not be used as pet runs.
10. Grills must be moved out from the overhang on the second floor, and out from under the balcony on the first floor and three feet away from unit walls when in use.

Lighted grills and candles must be attended at all times.

If grilling presents a danger or nuisance to others, violations may be issued.

No open flames (except grills and candles) are permitted outside the units.

11. Firewood must be stacked neatly on patios or balconies. No firewood is allowed on the grass. Because of the weight of the wood, no more than ½ cord (4 ft. x 4 ft. x 2 ft.) of firewood is to be stacked by any one (1) unit. The stacked wood must remain at least 6 inches away from the exterior of the buildings to allow for free air passage.

G. Bicycles

1. Bicycles must not be ridden on the grass.
2. Bicycles must be stored only inside Units or garages.

H. Board Meetings & Association Records

Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Unit Owners. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times, provided that a written request is given to the Association.

I. Common Property

1. Storage of any kind is expressly prohibited on or in any Common Property area unless it is expressly designated for such purpose.
2. All toys, recreation equipment, bicycles and like items must be removed from Common Property by sunset.
3. Any games or other activity which is disruptive or damages any Common Property, is prohibited on or in any portion of the Common Property.
4. Playground equipment and/or sandboxes are restricted to patios, balconies or areas reserved exclusively for the Unit or the Unit Owner.
5. Unit Owners may not enclose any portion of the Common Property with a fence or other boundaries unless authorized.
6. Any trees, shrubs, or permanent plantings to be installed and/or removed on the Common Property area, which includes the courtyard, must be approved by the Board or its duly authorized agents, unless otherwise authorized herein.
7. Any free standing lawn ornaments such as bird baths, bird feeders, figurines, lanterns and the like are expressly prohibited unless confined to an individual Unit Owner's patio or balcony without prior Board approval.
8. Smoking in lobbies and hallways is prohibited.
9. Waterfowl and wild life are not to be fed on Condominium Common Property. Bird feeders are permitted.

- J. **Damage to Common Property**  
Any common property which is damaged by the conduct of a Unit Owner or by the Owner's family, tenants or guests will be repaired by the Association and specifically assessed to the Owner responsible, or, at the Board's option, may be repaired by the Owner at the Owner's expense. Any determination of whether or not the Owner is responsible is subject to Paragraph E (2) of the Policies and Procedures regarding Enforcement contained in these Rules and Regulations.
- K. **Floor Coverings**  
In order to enhance the soundproofing of the Building, the floor coverings for all occupied Units shall meet the minimum standard as may be specified by the Board for the interior of each Unit are as follows:
- Floor coverings other than carpeting must have adequate sound insulation and be certified by the installer. Board approval of the floor is necessary prior to installation. Bathrooms, entryways and kitchens do not require approval.
- L. **Garages**
1. Unless an adult is present in the garage, garage doors must be kept closed and locked to present an attractive appearance to the Property, to preserve the security of the building, and, during cold weather, to prevent water pipes from freezing.
  2. Residents are not to use excessive amounts of common electricity including, but not limited to, electrical outlets in garages and hallways. [Any permanent workshop and appliances are strictly prohibited in the garages unless electricity is changed to your meter.]
  3. Internal combustion engines (cars, motorcycles, etc.) must not be left running in garages.
  4. Cars are not to be backed into the garages to keep dangerous fumes from permeating the Units.
  5. Barbecue cooking in garages is prohibited.
  6. Garages storage shall be used primarily for storage of vehicles and other items. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. Car repairs or other activities are prohibited after 10:00 p.m.
  7. Garage storage of other property is permitted only along the perimeter walls allowing enough space for daily storage of vehicle

and entrance/exit. If a Unit Owner or Resident stores anything in a garage, which may harm other Units, it shall be removed upon notification by the Board or its authorized agents. Nothing shall be done or stored in a garage which causes harmful or offensive fumes to enter an adjacent Unit. **Flammable liquids must be stored in containers made specifically for safe storage and bearing the approval mark of Underwriter's Laboratory (UL) for that purpose. One gallon containers are the maximum size allowed. Use of flammable materials within the garage is prohibited.**

8. Commercial activities are prohibited in garages.
9. Garage sales are prohibited except those sponsored by the Recreation Association.

M. Garbage, Trash, and Recycling

1. All garbage must be placed in sealed plastic bags. Garbage cans or other containers are prohibited. Recycling bins are available through the service provider.
2. Garbage, trash, and recycling shall not be placed outside for collection any earlier than sunset of the night prior to pick up.
3. Garbage, trash, and recycling must be placed at the mailboxes for collection but must not obstruct mailboxes, streets, or walkways.
4. Any litter remaining on the ground after garbage pick up should be removed by Unit Owner or Resident responsible.
5. Garbage bags and recycling bins must be kept indoors at all times other than for pick up.
6. Large boxes (such as from refrigerators, washers, etc.) are to be cut, flattened, and tied in bundles.
7. Large items such as water heaters, appliances, carpeting, mattresses, etc. require a call to the disposal company by the Owner for special pick up at the Owners expense. Items may only be placed at the curb on the day of pick up.

N. Landscaping

1. All planting are subject to approval by the Board, and a drawing of suggested planting must be submitted to the Board as a pre-condition to the Board's consideration of the request. Once permission has been granted by the Board to plant an extended

garden area, the responsibility for that area must be assumed by the buyer or returned to sod at the owner's expense.

2. Unit Owners shall be responsible for the care and maintenance of any gardens they plant.
3. Any garden must be planted in such a way so as not to interfere with the functions of any maintenance equipment used for the grass or Common Property.
4. Garden hoses must be neatly and inconspicuously stored after each use during the growing season and stored in the garage for the winter.
5. Any sod or other property damaged by the neglect or abuse of any person on the Property shall be replaced at the expense of the Unit Owner who is responsible.

O. Leafleting is not permitted.

P. Lobby

1. Residents may place decorative objects in their lobby provided that such decoration is agreeable with all residents in common and provided that such decoration does not interfere with ingress to or egress from a Unit or garage, does not present a safety hazard, and does not damage any portion of the lobby.
2. The owner of any such objects shall be responsible for the repair, maintenance and replacement of the object and shall remove same as required for maintenance of the area or when Unit Owner moves.
3. The Association does not assume responsibility for theft, damage, loss or destruction of objects placed in lobbies. Owners will be assessed for any damages to the lobby resulting from the placement of decorative objects by Residents.

Q. Lockboxes

Realtor lockboxes are to be placed only on the hook on the mail hutch.

R. Mailboxes

The Association will replace mailboxes, when needed, at the expense of the Unit Owner.

S. Maintenance Requests

All maintenance requests (Exhibit D) are to be directed to the Managing Agent.

- T. Utility Closet (Meter Rooms)  
Utility closets (Meter rooms) may not be used by residents for storage of any kind and doors are to be kept closed at all times.
  
- U. Noise  
Complaints made by residents concerning excessive/abnormal noise coming from neighboring unit will be investigated by the Association. Fines may be levied. In cases of continued violation(s), the Association may take action to cause the offending party to cease and desist from the offending activities.
  
- V. Seasonal Decorations
  1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
  
  2. No outdoor decorations are permitted except for decorations which can be placed on a Unit's door, patio or balcony. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.
  
  3. No decorations which create a safety hazard will be permitted.
  
  4. Flags, both patriotic and decorative flags are permitted. Two flag brackets shall be permitted per Unit. Vertical flagpoles are prohibited. No flag shall exceed the size of 36" x 48", and no flagstaff shall exceed 5 feet. The flag brackets shall be mounted on the two vertical portions of the garage doorframe, no less than 6 feet from the ground. The flag bracket shall be an upward angled bracket with an angle of approximately 45 to 60 degrees from vertical and shall be white or silver in color. Only two flags per Unit may be displayed at any time, one on each side of the garage doorframe, as specified herein. The Association reserves the sole right and authority to deny and/or remove inappropriate flag.
  
- W. Security
  1. All entry and garage doors are to be kept closed and locked.
  
  2. Do not activate door buzzers to strangers or to anyone without first identifying who is seeking entrance to the building.

3. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
- X. Signs and Advertisements
1. All signs (except #2 below) are prohibited, including For Sale, business, advertising, commercial, political, school, and personal (such as family name, welcome sign, etc.).
  2. Signs for open houses and similar events shall not be posted any earlier than one (1) hour before and must be removed no later than one (1) hour after the time for the event.
- Y. Solicitation
1. Solicitation of any kind is prohibited.
- Z. Storm Doors/Patio Doors/Windows/Screens
1. All replacement doors/windows/screens must be approved by the Board of Managers by submitting an Architectural Change Request Form (Exhibit E).
  2. All doors/windows/screens must be maintained in good repair by the Unit Owner. Once a storm door is installed, maintenance of the storm door becomes the responsibility of the Unit Owner.

## V. PETS

- A. No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose. The maximum number of pets allowed per unit is two (2). Any Unit Owner found having more than two (2) pets will be fined accordingly for each violation until the excess pets have been removed from the premises.
- B. Pets must be licensed in accordance with the City of Warrenville Codes.
- C. Pets are permitted on common areas within the confines of a leash and held by its owner or designated person.

### **PET OWNERS SHALL:**

- Keep pets out of planted areas
- Keep the pet under control at all times
- Immediately remove any feces made by such pet
- Take reasonable action to quiet barking dogs
- Keep common areas free of pet odors

**PET OWNERS SHALL NOT:**

- Permit pet outdoors at any time without owner/resident's immediate presence
  - Tie pet to tree, building, or in any other manner tether outdoors
  - Keep pet on the patio/balcony without owner/resident's immediate presence
  - Permit pet to relieve itself on balcony/patio under any circumstance
- D. Unit Owner(s) is responsible for the actions of the pet of anyone residing in or visiting their unit. Any damage caused by pet will be repaired at the expense of the Unit Owner as determined by the Board.
- E. Unit Owner(s) found to have been guilty of more than two (2) violations of the above rules shall be deemed to be liable for having a pet which causes/creates a nuisance or unreasonable disturbance within the meaning of these Rules and Regulations. After consideration by the Board of the facts and circumstances, the Board may elect to order the pet removed permanently from the property upon thirty (30) days written notice to the owner from the Board or its duly authorized agents. In addition, the Board may elect to prohibit the violator from replacing the pet with a similar pet.

**VI. VEHICLE REGULATIONS**

- A. General Rules Regarding Vehicles
1. Residents are provided an easement to a garage for the purpose of indoor parking and the adjoining driveway for outdoor parking. Guest parking spaces located throughout the development are primarily for the use of guests. Homeowners are required to use their designated parking spaces. At no time will these guest-parking areas be permitted to be used for the storage of any vehicle.
  2. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the Property.
  3. All vehicles are restricted to paved surfaces, including the streets, courts, driveways and parking areas on the Property. There shall be no parking or routes of passage across any other portions of the Property, including all lawn areas, sidewalks and fire lanes. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to or egress from a driveway or other portion of the Property or which obstructs mailboxes or sidewalks. Owner/resident's vehicle should be parked in garage. All other owner/resident's vehicles should be parked directly in front of owner/resident's garage.

4. Permitted Vehicles shall not be parked, maintained or stored on a driveway or on any other area reserved for the exclusive use of one Owner without the express permission of the Owner or Resident having the right to exclusive use, possession and control of that area.
5. Parking, maintenance or storage of Non-permitted Vehicles on any exterior portion of the Property is expressly prohibited; however, they may be parked or stored in the owner's garage. Commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association.
6. During or after any snow fall where there is an accumulation of two (2) inches or more, residents will be required to move their vehicles when necessary to facilitate the plowing of all paved surfaces. Parking spaces which contain parked cars will not be plowed.

#### **VII. SALE / TRANSFER OF UNIT OWNERSHIP**

- A. All Unit Owners must notify the Managing Agent of their intent to sell or transfer, upon the execution by the Unit Owner of an agreement and/or contract to sell or transfer the Unit. The Association will provide the Unit Owner or Unit Owners attorney with an assessment letter at Unit Owners expense.
- B. Prior to the sale or ownership transfer of a Unit is final; the Manager will conduct an exterior inspection of the Unit and notify the current Unit Owner of any necessary repairs they are responsible for. In the event the current Unit Owner fails to make any such referenced repairs, the Association may make the repairs and assess the current Unit Owners account for any and all repairs.

#### **VIII. LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS**

- A. All units must be owner occupied as of June 16, 1992.

#### **IX. INSURANCE**

Each owner shall be responsible for his/her own insurance on their personal property in their own unit, their personal property stored elsewhere on the property, and their own personal liability to the extent not covered by the liability insurance for all owners obtained by the Association as provided in the Declaration of Condominium Ownership.

It is extremely important that the Association have an up-to-date Certificate of Insurance for your property on file with the managing agent. The Certificate of Insurance should show the following information:

1. As your Association is a condominium complex, your insurance should be an HO-6 type policy.
2. The Certificate should show all of your coverage for your Unit. Examples would be the amount of coverage, including liability and personal property limits.
3. The Certificate should show the period of coverage.
4. Emerald Green Condominium Association should be listed as an Additional Insured.

**X. FIREPLACE/SMOKE DETECTORS INSPECTIONS**

1. While the Board of Directors may call for the maintenance (inspection and cleaning) of fireplace chimneys to be paid for by the individual Unit Owners, it is requested that each Unit Owner individually have their respective chimneys inspected and cleaned on a regular basis to prevent dangerous build up of ash.
2. Each unit is required to maintain an operational smoke alarm. The Board reserves the right to inspect the alarms annually. The inspection is preformed on a yearly basis by Aurora Tri-State. This inspection includes the common hallway detectors and the two detectors in each unit. If you are not available for the inspection, a \$125 recall charge by the alarm company and at the discretion of the Board of Director you may be fined