



**COUNTRY HOMES OF OAKHURST  
CONDOMINIUM ASSOCIATION**

**AURORA, ILLINOIS**

**RULES AND REGULATIONS**

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### **BUILDING EXTERIOR**

1. Awnings, radio or TV antennae, additional shutters, canopies, additional air conditioning units or other equipment are not permitted to be installed in, through or upon the exterior of the building, or any door, window or roof.
2. Satellite dishes no more than 18 inches in diameter are permitted with the prior express written approval of the Board of Directors or the Management Agent. You may receive an approval application by contacting the management agent.

### **COMMERCIAL ACTIVITIES**

1. In accordance with the By-Laws, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any unit.
2. This restriction shall not, however, be construed in such a manner as to prohibit a unit owner from (a) maintaining his/her professional library therein, (b) keeping his/her personal business or professional records or accounts therein, or (c) handling his/her personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the By-Laws.

### **COMMON ELEMENTS**

1. The term "Common Elements" is clearly defined in the Declarations and includes all areas other than the units. For purposes of clarity, it should be understood that the following areas are considered to be part of the common elements:
  - building roofs
  - lawn and landscaped areas
  - patios, entrance walkways and driveways (limited common elements)
2. Each unit owner is responsible for any damage to common elements caused by themselves, their residents, their guests, their pets, or persons engaged by them to perform services, as a result of negligence, carelessness or misuse. All such damage shall be professionally repaired by the Association and paid by the unit owner. All costs of repair or replacement, along with enforcement costs, if appropriate, will be billed to the unit owner and payment will be required within thirty days of mailing of notice by the management company.

3. The Association wishes to preserve and improve the landscaping of the building grounds. It is very important to have your cooperation in keeping the building grounds free of litter, parked bicycles, toys and other equipment. No loitering or partying on the lawn is permitted.
4. Drinking of alcoholic beverages is not permitted in any of the common elements.
5. Nothing shall be done in any unit or in, on or to the common elements which may impair the structural integrity of the building or which could structurally change the building, or cause inconvenience to other residents without the prior written consent of the Board of Directors.
6. At all times be considerate and respectful of your neighbors.
7. Organized sports are not permitted in the common areas.
8. Permanently installed basketball standards are prohibited. The definition of permanently installed standards is any type of standard that has one or more sections or parts that are buried, installed or attached are classified as permanent. Portable standards are the only type permitted and are subject to the following use restrictions.
  - a. Portable standards are defined as standards that have no permanent installed or attached sections. Installations using in-ground sleeves or garage mountings are not permitted.
  - b. Portable standards are allowed to remain outside from May 1st to October 1st. If a unit owner chooses to leave a portable standard outside during this time period it must be kept next to the unit owner's garage when not in use. When in use, portable standards must be located within the limits of each unit owner's driveway. However, portable standards shall not be located in such a position so as to block a sidewalk or to block another owner's access to their driveway or garage. Portable standards shall not be allowed in any common elements.
  - c. Portable standards must be kept upright at all times and properly maintained. No visible rust, torn nets, or missing nets will be permitted.
  - d. Playing time shall be limited to a period from 9:00 a.m. to 9:00 p.m. Unit owners with portable standards shall be considerate of their neighbors in the community by controlling loud music and removing any trash that might be generated.
  - e. Unit owners store portable standards outside and use them at their own risk. The Association shall assume no responsibility for portable standards that are stolen or damaged while stored outside. Furthermore, unit owners with portable standards bear full and sole responsibility for any damage or injury that may arise out of the use or storage of their portable standards. Unit owners having portable standards

shall indemnify and hold harmless the Association, its officers, Board of Directors and Management Agent from any and all such damage or injury.

### **NOISE**

1. While each unit is to a degree sound proof, be aware that sound does carry. Therefore, all noise must be kept to a level that does not disturb the adjoining resident.
2. Unreasonable noise or disturbance is not permitted at any time. This includes common and limited common areas.
3. Noisy parties will not be tolerated. Violators will be fined.
4. Guests attending parties must remain within the unit. Parties may not spill over into common areas.
5. Unit owners/residents are responsible for guests in their unit.
6. Renovations (hammering, drilling, etc.) is permitted 7:00 a.m. to 9:00 p.m. Monday through Saturday, and 10:00 a.m. to 6:00 p.m. Sunday.

### **PARKING**

1. Guest/visitor parking shall not block access to and from other units. Violators will be towed at the vehicle owner's expense.
2. Parking spaces provided in common areas may be used for temporary guests and visitors. There will be no regular overnight parking of a unit owners vehicle in any of these spaces. Violators will be fined.
3. The City of Aurora shall have the right and power to issue citations to persons violating any such ordinances and/or cause violating vehicles to be removed from the property in the event of a parking violation.
4. Vehicle repairs are not to be done in the common areas. This includes oil, anti-freeze changes, etc.
5. No boats, trailers, or recreational vehicles shall be parked in driveways or on the street at any time. These items and vehicles must be stored in the garage and out of site at all times.

### **PETS**

1. There shall be a limit of 2 pets per unit ( not counting fish and similar type pets).

2. No animals of any kind shall be raised or breed for profit in any dwelling unit or in any common area.
3. Any pet causing or creating a nuisance or unreasonable disturbance shall be warned and action will be taken, up to and including permanent removal from the property.
4. In accordance with City of Aurora and DuPage County ordinances, dogs and cats must be licensed, have appropriate vaccination shots, fees paid and leashed and held by leash at all times when outside the dwelling unit.
5. It is the owner's responsibility to clean up droppings from their pets.
6. Cat litter must be securely bagged in durable plastic bags when placed for trash pick-up.
7. Pets shall not be fed when located outside of the unit or located upon any portion of the common element.
8. Patios shall not be used for dog runs.
9. Bathing of animals on patios or in any common area is strictly prohibited.
10. A unit owner is responsible for the damage or other violations of the Association's Rules and Regulations caused by pets kept or maintained by anyone living in a unit. Furthermore, the costs of repairing or remedying the damage caused by a pet and the enforcement of the Rules and Regulations shall be charged to the unit owner.
11. Any unit owner who observes any kind of litter, damage or other violation caused by a pet should report the problem to the management company. They should identify the pet and the unit owner of the pet. If ownership cannot be determined, the address of the residence in which the pet is kept should be provided.
12. No above ground fencing or underground electrical fencing shall be permitted at any time.

### **SELLING YOUR UNIT**

1. Refer to the Country Homes of Oakhurst Declaration of Condominium Ownership and By-Laws.
2. The unit owner is responsible for providing the proposed purchaser(s) with a copy of the current, recorded Country Homes of Oakhurst Declaration of Condominium Ownership and By-Laws, and a copy of the current Rules and Regulations.

**NON-RESIDENT OWNERS**

All unit owners who do not reside in the unit owned by them shall provide the Association with their permanent residential address as well as both home and work telephone numbers. Any expenses of the Association incurred in locating the unit owner who fails to provide such information shall be assessed to the unit owner's account. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of said unit owner caused by any delays in receiving notice resulting therefrom.

**INTERIOR MAINTENANCE OF UNIT**

The unit owners are responsible for any and all maintenance within their unit.

### **MOVE IN / MOVE OUT PROCEDURES**

1. Moving hours are Sunday through Saturday from 7:00 a.m. to 9:00 p.m. The Association reserves the right to stop moves which begin before or extend beyond the above designated hours.
2. Any vehicle used to move articles must not block access to or from any other unit.
3. Any moving should be done with expediency and with the least amount of disturbance as possible.
4. Failure to comply with any of the above rules regarding moving will result in a \$100.00 fine per violation.

### **INSURANCE**

1. The Declaration of Condominium Ownership requires that each unit owner shall inform the Board in writing of additions, alterations or improvements made by said unit owner to his unit, prior to the addition, alteration or improvement being made. If a unit owner fails to inform the board as provided above and a penalty is assessed in the adjustment of a loss settlement, the unit owner shall be responsible for such penalty.
2. The Association carries liability and property damage insurance as well as insurance on the actions of the officers of the Association and Board of Directors. Owner/Residents shall be individually responsible for insuring their personal property in their respective units, their personal property stored elsewhere on the property, and their personal liability to the extent not covered by the liability for all owners obtained by the Association.
3. Nothing shall be done or kept in any unit which would increase the rate of insurance on the building without the prior written consent of the Board.
4. Owners/Residents shall not permit anything to be done or kept in their respective units which will result in the cancellation of insurance on the building or which would be in violation of any law.

### **TRASH DISPOSAL**

1. Trash container should not be placed at the curb earlier than 6:00 p.m. the night prior to pick-up. Containers should be returned to the unit owner's premises by 6:00 p.m. of the day of pick-up.
2. No trash cans, bags, boxes or recycling containers are permitted to be stored on the patios or any other common or limited common element.



3. Containers should be sealed or placed in such a way that trash cannot be blown from the container. Every effort should be made to dispose of recyclables in such a way that they will not be blown from the blue plastic bins.

### **WINDOWS**

1. Window coverings should not be torn or otherwise unsightly when used. Bedspreads, sheets, etc., are considered temporary coverings and should be removed within 30 days of occupancy.
2. Broken windows are the responsibility of the unit owner and must be repaired immediately.

### **USE RESTRICTIONS**

Parties and other social gatherings shall not flow into the common areas. Exceptions to this rule must receive the prior express written approval of the Board of Directors.

### **SEASONAL DECORATIONS**

1. Seasonal decorations outside the dwelling unit may be installed no earlier than one (1) month prior to and shall be removed no later than one (1) month after the date of the holiday.
2. No decorations which create a safety hazard or have the potential of causing damage to any common area are permitted. Owner(s) assume all responsibility for any damage resulting from the installation of decorations.

### **SIGNS / ADVERTISING**

1. Advertising signs for business or commercial activities are prohibited throughout the property.
2. Only one for sale sign shall be permitted. For sale signs shall be limited to the typical "metal pronged" signs. No signs shall be installed on wooden or other posts. No for sale signs are permitted in the rear of the unit, in windows, on garage doors or at the entrance to the community.

## **RULES REGARDING THE ENFORCEMENT POLICIES**

In accordance with Section 318.4(e) of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an owner, the managing agent, a resident or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the management firm or the Board.

1. If a unit owner or resident violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association, the following shall occur:
  - a. Upon a first violation, the unit owner or resident (if other than the unit owner) shall be notified by the managing agent or the appropriate authorized personnel of the Association. The notification shall be in a manner prescribed by the Board and substantially in the form attached as Exhibit "B".
  - b. Upon a second or continuous violation, the unit owner or resident (if other than the unit owner) shall be notified of the violation, in a manner prescribed by the Board, by the managing agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney. In addition, the unit owner shall also pay the costs of any legal fees incurred by the Association as charged to the Association by the attorney.
  - c. Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the unit owner's account.
  - d. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and By-Laws, and/or the Rules and Regulations of the Association.
2. Any unit owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the unit owner to all of the legal or equitable remedies necessary for the collection of the same.
3. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided for in the Declaration and By-Laws or as authorized at law or in equity to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.
4. If any unit owner feels that he has been wrongfully or unjustly charged with a violation hereunder, he may proceed as follows:

- a. Within ten (10) days after notification to the unit owner of a violation, the unit owner shall submit, in writing, a protest to the Board, stating the reasons he feels there has not been a violation. Thereafter, the date, time and place of a hearing on the alleged violation will be submitted to the unit owner in writing.
- b. Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the matter shall be held before the Board no later than the next scheduled Board meeting.
- c. At the hearing, the Board or a hearing committee shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board or committee shall state its determination regarding the alleged violation. The decision of the Board shall be final and binding on the unit owner and/or resident.
- d. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notification of the Board's determination shall be made substantially in the form attached as Exhibit "C".
- e. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the unit owner at the unit address, or to such other address as the unit owner may have filed with the management company, and the resident at the unit address.

**STATEMENT OF FINES**

Unless stated otherwise herein, any violations of the Country Homes of Oakhurst Condominium Association Rules and Regulations will result in the following fines. Any expenses incurred by the Association because of a violation (s) will be charged to the unit owner in violation.

➤ First Notice of Violation	\$50.00
➤ Second Notice of Violation	\$50.00
➤ Third Notice of Violation	\$50.00
➤ Subsequent Notices	\$50.00

**RULES AND REGULATIONS BOOKLET**

- 1. Each unit owner is provided with one copy of the Rules and Regulations Booklet. Additional copies may be purchased from the management company at the cost of \$5.00

per copy. Make checks payable to "Country Homes of Oakhurst Condominium Association".

2. All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the section above.
3. The Rules and Regulations are binding upon all unit owners, residents, their families, guests and tenants. Exceptions to the Rules and Regulations may be made only in writing, signed by the Board following a written request by the unit owner.

**EXHIBIT A**

**COUNTRY HOMES OF OAKHURST  
CONDOMINIUM ASSOCIATION**

**RIDER TO LEASE**

Address: \_\_\_\_\_

This rider is added to the attached lease in accordance with the Rules and Regulations of Country Homes of Oakhurst Condominium Association. By this rider the undersigned parties acknowledge expressly that every lease and the parties so noted shall be subject in all respects to the provisions of the Declaration, By-Law and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under this lease.

The Board of Directors of the Courtly Homes of Oakhurst Condominium Association shall be a third part beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of the Board of Directors shall be deemed to have been waived or abrogated by the reason of any previous failure to enforce the same.

No dogs are permitted.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: A copy of the signed original of said lease and a copy of this signed rider must be given to the Board of Directors or its managing agent for the Associations files in accordance with the Rules and Regulations of the Association.

**EXHIBIT B**

**COUNTRY HOMES OF OAKHURST  
CONDOMINIUM ASSOCIATION**

**NOTICE OF VIOLATION**

**TO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A Violation Report form has been filled out accusing you of violating the Association's  
Declarations, By-Laws or Rules and Regulations regarding:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This was violated by: \_\_\_\_\_

\_\_\_\_\_

The Board of Directors will review the violation at our next regularly scheduled Board Meeting  
on \_\_\_\_\_ at approximately \_\_\_\_\_ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the  
case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed with or without your presence.

Very truly yours,

Country Homes of Oakhurst Condominium Association  
Board of Directors

cc: Occupant if rented

## EXHIBIT C

### NOTICE OF DETERMINATION BY THE BOARD

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ you were notified of violation of the Declaration, By-Laws, or Rules and Regulations of the Association. At that time, a copy of the Association rules regarding violations was provided for your use.

\_\_\_\_ A hearing was held at your request

\_\_\_\_ You have admitted to the violation by default and waive your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action will be taken.

\_\_\_\_ You were found not guilty and no action will be taken.

\_\_\_\_ A \_\_\_\_\_ violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred and a fine in the amount of \$ \_\_\_\_\_ is now due.

\_\_\_\_ Damages have occurred or an architectural violation exists as charged in the complaint and you are ordered to have the violation corrected or repaired at your own expense.

\_\_\_\_ As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

COUNTRY HOMES OF OAKHURST  
CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



## ALTERATIONS AND ADDITIONS POLICY

- I. STATEMENT OF VIOLATION: Making an alteration or addition to the property external to a unit without prior written approval of the Board.
  
- II. METHOD OF DETECTION:
  - A. Observation by any Board Member, by employees of the Board or by the Managing Agent.
  - B. Complaint or notice by any homeowner or resident (IN WRITING).
  
- III. RESPONSIBILITIES
  - A. In general, the observer is to report the circumstances and necessary identification and location of the violation and, wherever possible, of the violator to the Managing Agent.
  
  - B. The Managing Agent or Officer of the Board will notify the violator to cease the violation to a fair schedule, perhaps including a request to the Board for approval. The Managing Agent will place a detailed statement of the violation in the homeowner's file and send a copy of the notification to the homeowner.
  
- IV. TABLE OF PENALTIES
  - A. In any case where ceasing the violation does not return the Property to its condition prior to the violation, the violator will obtain Board approval to complete or retain the modification or will perform such restoration within the time limit set by the Managing Agent or Officer of the Board.
  
  - B. Should the violator not cease the violation when and as required by the Managing Agent or Officer of the Board or upon disapproval of the request by the Board, the Managing Agent will take any necessary steps to remove the violation and to restore the Common Elements to their condition prior to the violation -- charging the cost of the work to the unit owner.
  
  - C. In either case, repeated violations will subject the violator to additional charges of \$100.00 each.

Should the violator refuse to comply with the decision of the Board and take steps to prevent the Managing Agent from performing the actions specified in Section IV. B., above, the Board may (at its sole discretion) initiate action under the Declaration and By Laws of the Association.

Approved: October 25, 1995  
Effective: November 25, 1995

Professionally Managed By  
Property Specialists, Inc. • 236 West Northwest Highway • Palatine, Illinois 60067  
847/358-6079 • FAX 847/358-6097





*The Country Homes  
of Oakhurst*

ADDENDUM TO THE ALTERATIONS & ADDITIONS POLICY

Storm doors will be allowed only with the completion of the Additions and Alterations form, and approval of it by the Board, provided that the following restrictions are met:

Storm Doors

1. White or Almond Metal.
2. Double hung or full view only. (No crossbuck style, etched glass, or the like.)
3. Permanent installation.

UPON APPROVAL AND INSTALLATION, THE ADDITIONS BECOME THE RESPONSIBILITY OF THE HOMEOWNER.

STATEMENT OF VIOLATION

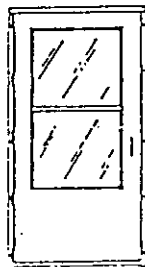
Non-compliance with the approved policy.

METHOD OF DETECTION

- A. Observation by a Board member of the managing agent.
- B. Complaint in writing by any homeowner or resident.

TABLE OF PENALTIES

As this is considered an alteration/addition to the unit, the table of penalties will follow those of the approved Alterations and Additions Policy.



Double Hung



Full View

Approved: October 25, 1995  
Effective: November 25, 1995



**ALTERATIONS & ADDITIONS APPLICATION**

HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

DESCRIPTION OF IMPROVEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DIMENSIONS: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_ APPROXIMATE COST: \_\_\_\_\_

J.U.L.I.E. DIG NUMBER: \_\_\_\_\_

A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS RELATIVE TO EXISTING STRUCTURES.

AS OF THE APPROVAL DATE OF THIS ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE ALTERED AREA AND TO MAINTAIN IT IN A SAFE AND PRESENTABLE CONDITION.

\_\_\_\_\_  
SIGNATURE DATE

.....

FOR INTERNAL USE ONLY

DATE RECEIVED: \_\_\_\_\_ BY: \_\_\_\_\_

APPROVED ON: \_\_\_\_\_ BY: \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

\_\_\_\_\_

FINAL INSPECTION BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COPY TO HOMEOWNER: \_\_\_\_\_ ORIGINAL TO FILE: \_\_\_\_\_