

# **ACORN WOODS CONDOMINIUM ASSOCIATION**



## **RULES AND REGULATIONS**

**Revised November 1, 2012**

# RULES AND REGULATIONS

## A. TRASH REMOVAL

1. All garbage that will fit in the dumpsters must be placed in them. Items that don't fit, such as refrigerators, stoves, and sofas, must be placed alongside the dumpster. The unit owner must call Management to arrange special pickup for these items.
2. Do not leave trash in the hallway.

## B. PARKING

1. There will be no washing of cars or motorcycles in the lots or on the grounds.
2. Outside water spigots are not to be used without Board approval.
3. Parking shall only be in the designated stalls.
4. Except for emergencies, no repair work on cars or motorcycles will be allowed in the parking lots. This includes changing the oil in your car.
7. Vehicles must have current license plates.
8. The Board can regulate guest parking.
9. No vehicle shall be larger than a full size car, van or 1-ton truck.
10. Only vehicles with an Acorn Woods Sticker can be parked in a reserved parking spot. One (1) sticker will be issued per unit.
11. The unit owner must get permission from the Association to park boat trailers or towable campers. They may only be parked in a guest spot from May 15 through September 15. Otherwise they will be towed.
12. Cars and motorcycles may not be driven or parked on the lawns for any reason.

Amended Provision November 1, 2012:

- All vehicles using the Reserve Parking spaces must have a sticker placed on either the front or rear window of the vehicle. Only one (1) sticker per unit will be issued for the use of the Reserve Parking areas.
- Only two (2) vehicles are allowed per Condominium Unit. Additional vehicles will be towed at the Owner's expense without notice.
- Any trucks/vans (Ford - F150 Van and F-250 truck, GMC/Van – 1500 and 2500 truck, Dodge/Van – 1500 and 2500 truck) must park in the Guest Parking areas and not in the Reserved Parking areas. Trucks in this category must park at either the outer edge of the Selmarten Road Guest parking area or along the outer Guest parking area adjacent to the Creek. All trucks must back into these guest Parking spaces in order to provide better visibility for smaller vehicles when pulling out of the parking spaces.
- All motorcycles must park in the parking spaces marked off for motorcycle parking. Parking stickers will not be issued to motorcycles. Any motorcycles parked outside of these designated areas will be towed without notice.
- There is no long term storage of vehicles allowed in any of the parking areas within the Association. Vehicles utilizing the Guest Parking spaces must be moved at least once every three (3) days.
- Effective January 1, 2013 all vehicles must be issued a parking sticker for that calendar year. **Any vehicle without the current year's parking sticker will be towed, without notice, at the Owner's expense.**

### C. SNOW REMOVAL

The Association is responsible for removing snow from the walks, porches, and parking lots. Vehicles should be moved periodically during snow removal in order to permit effective snow removal.

### D. COURTESY TO NEIGHBORS

1. No noise, music, or other sounds shall be permitted at any time to disturb or annoy other occupants.
2. All stereos, radios, television, musical instruments, etc. shall be played at a volume not to be heard in any neighboring units when all doors and windows are shut. This includes car stereos.
3. Avoid loud conversations from patios and balconies.
4. Avoid honking horns to signal your arrival. Have your guests park and ring the doorbell instead.
5. To ensure a quiet living environment for the units below you, avoid the following:
  - a. Jumping and running
  - b. Hard heels worn on non-carpeted areas.
  - c. Dragging objects across floors or dropping heavy objects on floors.
  - d. Slamming of doors.
6. Hours permitted for moving are 8:00am to 9:00pm.
7. Smoking is prohibited in all common areas. This includes hallways, lobbies, laundry rooms, and storage areas.
8. No obnoxious, offensive, illegal, criminal, drug or gang activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
9. No shouting, obnoxious, offensive, or disruptive behavior is permitted at Association Meetings. The offender will receive one (1) warning. If he continues such behavior, he or she will be fined and asked to leave. Non-owners attending a meeting without the Board's approval will be asked to leave.
10. All nonresidents involved in such activity described in 8 and 9 above will be banned from the property. Once banned from the property, they can no longer be present in Acorn Woods at any time. If found on the property they will be arrested. Management will maintain a current banned list. All residents and owners are required to be aware of the names on the banned list. If any resident allows a person on the banned list to visit them on the property, they will be fined. Landlords must make sure prospective renters are not on the banned list. Renting to a person on the banned list will result in a fine.
11. The security doors are for the residents' safety. The security doors should be kept closed at all times. The only exception is when the door needs to be opened when moving items. It is the resident's responsibility to contact the Management Company to get their name on the intercom.

## E. PATIOS AND BALCONIES

1. Nothing should be permanently affixed to either balconies or patios.
2. As of November 30, 2004, Charcoal Grills will not longer be allowed on the decks or balconies. Only gas grills are allowed.
3. The use and storage of gas grills or hibachis on patios or balconies is permitted. However, the unit owner and/or resident is completely responsible for both the safety of that usage and for the annoyance and/or inconvenience, which may be caused for neighboring units. Care must be exercised to prevent the danger of fire to combustible common elements.
4. No permanent plantings are permitted; however, unattached flowerpots and/or boxes may be used on patios or balconies only.
5. Balconies and/or patios should not be used as either storage spaces for miscellaneous items, or as laundry drying facilities.
6. Christmas decorations are allowed as long as they don't damage the deck. They must be removed by January 31.

## F. SATELLITE DISH GUIDELINES

1. Owner must get Association approval for installation.
2. Effective April 30, 2013, no satellite dishes are allowed to be installed on the roof. Current owners that have a satellite dish are grandfathered in. Tenants are not allowed to have satellite dishes. No one is allowed on the roof without an Acorn representative being present. No one can use the roof hatch; must go up over the side of the building.
3. Cables must be in tracks on mansard and side of building.
4. No loose wires or wires hanging from building, windows, or doors are allowed.
5. Unit Owner must maintain cables.
6. Dish must be removed when unit is sold.

## G. DECORATING AND FURNITURE

1. Exterior decoration must be consistent with the general appearance of quality for which the condominium has been designed.
2. All drapes and curtains for windows and patio doors must be backed in white, and vertically hung, to give a uniform appearance to the exterior of the complex.
3. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the written prior consent of the Association. No air conditioning equipment of whatever type other than those installed as of the date this Declaration is recorded may be installed without the prior written permission of the Association.
4. Unit Owners and/or residents must insure all water-filled furniture against causing damage to adjacent units and/or common elements. The beneficiaries of such insurance shall be the owner(s) of the damaged property, either or both the Association or (an) other owner(s).
5. Nothing shall be done in any Unit or in, on, or to the Common Elements, which would impair the structural integrity of a Building or which would structurally change any Building except as constructed or altered by or with the permission of the Association.

- a. All door hardware must be "bright brass" in color.
6. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.
7. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements.

#### H. STORAGE AREAS

1. Acorn Woods now leases out lockers within the buildings. Locker leases are for (1) year, and continuous unless a cancelation form for the locker is submitted to our office for procession (15) days prior to the stated cancelation date. Lockers are \$50.00/month. Please contact Administration at the Management Company to acquire further information and documents for Lockers.
2. All storage lockers are to be padlocked. Any items left in an unlocked locker will be removed. Acorn Woods is not responsible for items placed in the bins. Unit Owners/residents utilize storage lockers at their own risk.
3. The halls and stairways and the porches shall not be used for the storage of bicycles, carriages, furniture, clothing, or other articles.
4. No benches, chairs, bicycles, baby carriages, or other personal property shall be left on; nor shall any playing be permitted on any part of the Common Elements without the prior consent of the Association.

#### I. LOCKOUTS

1. Being locked out of a Unit is identical to a homeowner and/or renter being locked out of his/her dwelling. The Association is not responsible for providing a lockout service.
2. Each resident, whether Unit Owner or Renter, must make individual provision for reentry in case of lockout. Unit Owners may, under their own initiative and responsibility, arrange to provide lockout service to their tenants.
3. The Association will replace lost security door keys for \$25 per key. The Association is not responsible for replacing lost keys to a Unit.

#### J. PETS

1. No new pets will be allowed on the property as of October 28, 2003. No new animals of any kind are allowed, including but not limited to birds, fish, cats, dogs, and hamsters.
2. Owners selling their unit cannot advertise, or indicate in any way, that pets are allowed in Acorn Woods.
3. Renters cannot own pets. Landlords are responsible in ensuring their tenants do not have pets.
4. Pets existing on the property prior to October 28, 2003 can be grandfathered if they meet the requirements below:
  - a. The pet must belong to a Unit Owner. Renters cannot grandfather their pets.
  - b. The pet is registered with the provided registration form no later than 1/31/04. Enclose proof that you obtained your pet prior to October 28, 2003, such as vet bill or vaccination record. You must enclose a full picture of your pet. (Fish owners need not send a picture.)

- c. The Board must determine the pet appropriate for the property, and owning it does not violate any applicable laws.
  - d. The owner agrees to follow all rules and regulations regarding grandfathered pets.
- 5. Grandfathering Deadlines:
  - a. If you know your pet does not qualify for grandfathering, you must remove it by 1/31/04.
  - b. If you register your pet and the Board denies grandfathering, you have 30 days to remove it.
  - c. If you fail to register your pet by 1/31/04, you must remove it by 1/31/04 even if your pet would have otherwise qualified for grandfathering.
- 6. Rules for grandfathered pets:
  - a. When a pet dies or is removed from the Acorn Woods for any reason, it cannot be replaced by another pet.
  - b. A pet cannot disturb your neighbors.
  - c. Your pet is not allowed outside your unit unless it is carried, in a cage, or on a leash. Your cat, dog, or other pet cannot roam the property.
  - d. You can only walk your pet in the designated areas as determined by the Board. The owner must pick up the feces.

#### K. GENERAL USAGE

- 1. No part of the property shall be used for other than housing and the related common purposed for which the property was designed; provided however that a Unit may be designated as an office to carry on the business of the Association.
- 2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property except at such location and in such form as shall be decided by the Association. This paragraph shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional associates, clients, or customers in his Unit.
- 3. Owners are responsible for the plumbing and electrical inside their unit. Except as may otherwise be stated by the Condominium Declaration, the owner is responsible for any water damage to units below caused by the owner's plumbing or negligence.
- 4. Any replacement of windows or screens requires Board approval. Upon approval, the Board will buy and install, with the cost billed to the unit owner.
- 5. The Unit Owner is responsible for repairing patio doors. Replacement of patio doors requires Board approval.
- 6. No "For Sale" signs are allowed anywhere on the property.
- 7. No lock boxes for keys are allowed anywhere on the property.

#### L. RESIDENTS

##### 1. Census Cards

Unit owners are required to submit an updated Census Card Form annually to the Management Company. These Census Card Forms are due each year by January 31, even if no information has changed. Copies of this form are available on the Association's

website or by contacting the Management Company. In the event that any information changes throughout the year, it is the Unit Owner's responsibility to submit an updated Census Card Form. Failure to provide or maintain an updated Census Card Form will result in an automatic fine of \$100.00 for each month the Census Card form has not been received.

2.

- a. The census card is used for the Acorn Woods auto sticker, the front door intercom, and to maintain security.
- b. It is the Owner's responsibility to have a census card filled out. When renting a unit, the owner is responsible for the tenant's census card.
- c. All people living in the Unit must be listed on the census card.
- d. A photo copy of a current Driver's License or current State ID is required for each adult (age 17 and above). No other ID is acceptable. The IDs must be mailed with the census card.
- e. Any person staying more than 14 consecutive days is considered a resident and must be included on the census card.
- f. The Owner will be fined if the census card is not kept current; if all occupants are not listed; if a person listed is not an occupant; or if a false ID is used.

3. Move-In Move Out Fee

A non-refundable **move-in** fee of one hundred dollars (\$100.00) will be charged to all new unit owners/occupants that move into a unit payable at the time of the move in.

4. When leasing, the Owner must:

Amended November 1, 2012:

- Any Owner who wishes to lease a unit within Acorn Woods must attend the City's Crime-Free Housing class (dates and times for these classes can be found on the City's website – [www.aurora-il.org](http://www.aurora-il.org)) and must obtain a Rental License from the City prior to renting any unit(s) within Acorn Woods.
- A Criminal Background check must be done on all tenants and a copy of same submitted to the Acorn Woods Board of Directors within 10 days of the occupancy of the unit.
- The City of Aurora has an Addendum which must be attached to the lease. Such forms can be obtained at [www.aurora-il.org/neighborhoodstandards/propertystandards/forms.php](http://www.aurora-il.org/neighborhoodstandards/propertystandards/forms.php).
- A copy of the signed lease must be forwarded to the Board of Directors within 10 days of occupancy along with the updated Census Card, Aurora Lease Addendum, Aurora Rental License, Criminal Background check and credit report.
- A fine of \$250.00 will be charged to the Owner of a Unit(s) for each month the captioned documents have not been received by the Association. All such documents must be mailed to the Association by either Certified Mail or E-Mail.
- Check eligibility of lessee with Acorn Woods Association
- Give the lessee a copy of the Rules and Regulations.

- Renters may not sublet the Unit.

#### M. PENALTIES

1. Owners are responsible for their guests and tenants. The homeowner will be fined for rule violations by their guests and tenants.
2. All complaints will be made to the Management Company.
3. All Owners have 30 days to appeal a complaint. It can be done in writing or in front of the Board. It is the Owner's responsibility to schedule an appeal if they want a hearing in front of the Board.
4. Fines will be treated as unpaid assessments and are subject to legal action. All dues money collected by the Association will first be applied towards the fine and then towards the dues.
5. If the problem is not fixed in 30 days, it will be considered another rule violation. The Owner will continue to be fined every 30 days until the problem is corrected.
6. The Board of Directors may determine any rule violation as flagrant during executive session. These violations can receive a fine up to \$500.
7. Fines for rule violations:

| <b>RULE VIOLATION</b>  | <b>FIRST OFFENSE</b> | <b>SECOND OFFENSE</b> | <b>MORE THAN TWO OFFENSES</b> |
|--|----------------------|-----------------------|-------------------------------|
| Illegal, Criminal, Drug, & Gang Activity                     | Up to \$1,000        | Up to \$1,000         | Up to \$1,000                 |
| Allowing people on banned list to visit you on property      | \$100                | \$500                 | \$1,000                       |
| Flagrant Rule Violation or Disruption of Association Meeting | Up to \$500          | Up to \$500           | Up to \$500                   |
| Satellite Dish Violation                                     | Warning Letter       | \$250                 | \$500                         |
| Census Card Violation  | Warning Letter       | \$100                 | \$200                         |
| All Other Violations   | Warning Letter       | \$100                 | \$200                         |

#### N. LATE FEE

Assessments are due on the 7<sup>th</sup> of each month. Payments received after the 7<sup>th</sup> day of the month will be assessed a \$25.00 late fee. (Revised 12/8/2009)