

Colony Lakes Property Owners Association

Rules and Regulations

Purpose-Mission Statement

These rules and Regulations have been adopted with the intent of providing the residents of Colony Lakes Property Owners Association with a practical plan for day-to-day living at Colony Lakes. The goal is to maintain the property values, and to provide the residents with specific information that will be reviewed on an ongoing basis by the Board of Directors. A successful homeowner's association is a community of owners who share pride of home ownership. It is a community that does not, nor cannot, tolerate individual actions that will deter that provide of affect property values or the right to equally enjoy benefits of ownership. It is a community that does not, nor cannot, tolerate individual actions that will deter that pride of affect property values or the right to equally enjoy benefits of ownership without disruption. The Homeowner Association requires the cooperation of all of the residents of the Association. Due to the privilege extended to owners who rent their property, in accordance with the Declarations, it should be understood that these rules and regulations are binding to all tenants as well ad owners.

Any necessary action that needs to be taken will be sent as a violation, by the Management Company and the Board of Directors (hereinafter referred to as "CLBOD") against both owner and the tenant of the property in question.

Unless the CLBOD, through its managing agent, is notified of rule infractions by people the witness them, the rules cannot be enforced. Each resident's cooperation and participation is encouraged. These rules and regulations shall be effective upon adoption by the CLBOD.

Preamble

These Rules and Regulations have been established to ensure pleasant, comfortable, and enjoyable living conditions in our community. The information contained in this document is for the purpose of achieving and maintaining these goals as well as to comply with the Colony Lakes Property Owners Association Declarations and By-Laws. It is necessary that neighbors who share Common Elements understand that rules are not intended as a restriction on any resident's rights, but rather as a guarantee of an equal right limited only by the rights of each and every other resident.

Responsibilities: The resident is responsible for the proper conduct of his/her family and guests, and also for informing family members and guests of all Rules and Regulations as outlined herein. Everyone must adhere to the Rules and Regulations of the Colony Lakes Homeowners Association, City of Aurora, County of DuPage and State of Illinois. The homeowner who rents his/her property is responsible for the conduct of his/her lessee to the same extent as if he/she were the occupant. Ignorance of the rules and regulations is not a defense.

Personal Property: Residents are responsible for personal property in their respective Units and garages. Residents are advised to insure personal property under a homeowner's policy and to include optional water back up protection coverage. The areas covered by these regulations are those Common Elements referred to in the Association Declarations including, but not limited to landscaping and sidewalks thru the common areas to the extent covered in the Declarations.

All Rules, Regulations, Covenants, and Restrictions contained in the Declarations and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies as set forth in the final section of these comprehensive Rules and Regulations. These Rules and Regulations shall be effective upon adoption by the Board.

Adopted this day of 9-13, 2004.

Respectfully submitted,

The Board of Directors
Colony Lakes Property Owners Association

Shari Fee
President

Vice President

Secretary

Treasurer

Director at Large

I. Definitions

A. Definitions: For the purpose of brevity and clarity, certain words and terms used in this document are defined as follows:

1. **Association:**
The Estates of Colony Lakes Property Owner's Association, an Illinois Not-for-Profit corporation and a property owner's association organized pursuant to the declarations (hereafter referred to as the Association).
2. **Declarations:**
The Declarations of Property Ownership for the Estates of Colony Lakes Property Owner's Association and the instrument by which the property is submitted to the provisions of this act, as hereinafter provided, and such Declarations from time to time amended.
3. **By-Laws:**
The By-Laws of the Colony Lakes Property Owner's Association, and as amended from time to time thereafter.
4. **Rules and Regulations:**
The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board of Directors per standards of the City of Aurora.
5. **Board:**
The Board of Directors of Colony Lakes Property Owner's Association (hereinafter referred to as CLBOD).
6. **Property:**
All the land, real property, space comprising the parcel, all improvements and structures erected, and all easements, rights and appurtenances belonging therein, and all fixtures and equipment intended or mutual use, benefit or enjoyment of the owners.
7. **Unit:**
A portion of the Property which is owned exclusively by a Unit Owner. Each Unit is identified on the Plat by a distinguishing number or symbol. The legal description of each unit shall be deemed good and sufficient for all.
8. **Owner:**
The owner or owners of a Unit, as revealed by public records, including a Contract Seller and expressly provided otherwise by the Declarations or by state law.
9. **Resident:**
An individual who resides in a Unit and who is either and Owner, a Tenant of the owner, a contract purchaser of the Unit, or a relative of such owner, tenant or contract purchaser.
10. **Member:**
A unit Owner.
11. **Management Company:**
The person, company, entity, if any, which has been employed by the Association to manage the day-to-day administration of the property in a manner directed by the Board.

12. **Assessment:**
Any amount which the Board may assess or levy against a unit Owner, either individually or collectively, including regular yearly assessments which are levied pursuant to the Declarations, By-Laws or the Rules and Regulations.
13. **City:**
The City of Aurora.
14. **County:**
The County of DuPage.
15. **State:**
The State of Illinois.
16. **Common Elements:**
All portions of the property except the Units and Privately owned land as designed on the Plat, including limited common elements unless otherwise specified.
17. **Alteration:**
A change, modification to a Unit, owned property or common element.
18. **Lakes:**
That portion of the Development Areas which is delineated and described on the Plat of Subdivision for Colony Lakes as "Area for Storm Water Detention."
19. **Pets:**
Animals such as dogs, cats, or other animals reasonably considered to be household pets and as defined by the City of Aurora's ordinance.
20. **Fence:**
A protective or confining barrier or enclosure.

II. Transfer of Ownership/Disclosure

A. Rules

1. Selling Owner(s) or their attorneys must submit written notice to the managing agent of the sale of their unit within twenty-one (21) days prior to closing. Once Management is notified, a Disclosure packet, stating current status of assessment payments and the existence of any architectural violation, will be mailed. IT IS THE RESPONSIBILITY OF THE HOMEOWNER TO NOTIFY MANAGEMENT REGARDING A TRANSACTION INVOLVING THEIR HOME.
2. Selling Owner(s) must supply the Purchaser with copies of the Colony Lakes Property Owner's Association Declarations (which includes the By-Laws and the Rules and Regulations). If the selling Owner(s) must obtain a new copy for the Purchaser.
3. New Owners will be required, at time of closing, to submit a completed owner information sheet. (Exhibit A)

III. Rentals

A. Rules

1. Colony Lakes is primarily an owner/resident community since December 1, 2003. Current owners, who rent their property, who renew leases with current tenants MUST submit lease renewal information to the management company. That renewal information must include the tenant's name(s), phone numbers (home and work), the property address, and the contact information for the unit owner. Additionally, the names of all tenants over the age of 18 should be included. Renewal information is to be made no later than thirty (30) days after the lease expiration. **(Exhibit B)**
2. Any lease or rental agreement relating to a unit must be in writing and shall be subject to all the terms, conditions and requirements of the Declarations, By-Laws and Rules and Regulations of the CLBOD. The owner shall provide a copy of a signed rider to the managing agent thirty (30) days after the effective date thereof. The Association is hereby expressly deemed to be a third party beneficiary of any such lease, and any violation of the Declaration, By-Laws, or Rules and Regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the owner's action or inaction in response to such default.
3. No unit owner may lease less than the entire Unit, nor may the unit be leased for transient or hotel purposes.
4. All lease or rental agreements shall clearly state that the lessee is bound by the Association By-Laws and rules and regulation, and that the owner is responsible for paying all fines related to the misconduct of their tenants. All lessees shall execute a lease rider prescribed by these Rules and Regulations and include herein as **Exhibit C**.
5. Each Unit Owner shall be responsible for providing his or her tenants with a copy of the Colony Lakes Property Owner's Association's Declarations, By-Laws, and Rules and Regulations, prior to the effective date of the lease. An Association rider must be signed by both owner and tenant.
6. If a tenant violates any provision of the rules and regulations, the CLBOD at its discretion, shall determine what action or actions should be taken against the unit owner. When the CLBOD, in its direction, determines that the violation or series of violations warrant termination of the lease, the CLBOD may take whatever action or actions are necessary to terminate the lease.
7. All expenses of the CLBOD, in connection with any violations under these rules, shall be assessed to the account of the Unit Owner responsible as a common expense.
8. The Tenant shall have no voting privileges in the Association and shall have no voting privileges in the association and shall have no other vested rights in the Association or the common elements with the exception of the use thereof to the extent granted to the Unit Owner and except the right to use the space conveyed by lease as provided for by the terms recited therein.

9. The Unit Owners are responsible for payments of any assessment fees and any fines assessed against the property or occupant. All expenses incurred by the CLBOD, managing agent, or attorney in the enforcement of this section shall be borne by the Unit owners.

IV. Common Property

A. Rules

1. Unit owners are responsible for the conduct of all their residents, children and guests. The unit owners are responsible for including cost of damage to common area property. **Unit owners, residents and guest that exhibit obnoxious behavior, (obnoxious behavior will be considered to be any act, action or display that threatens the health, safety or security of another person and/or property) will have the police promptly called, arrest made if necessary and legal action taken against the offender.**
2. All Unit Owners, residents, children, and/or their guests are required to abide by local ordinance (City of Aurora) governing curfew.
3. No swimming, boating, wading, or rafting in the ponds at Colony Lakes will be permitted by residents or guests. Fishing is permitted to residents and their guests only and at their own risk.
4. No ice skating, sledding, or ice fishing in the ponds by residents or guests will be permitted. The Association also prohibits walking across the ice during winter months. Any person doing so will be responsible for his/her own risk, and will be responsible for the consequences.
5. Unit Owners, residents, children and/or their guests will not discharge refuse or other objects onto common property, nor into the sewers, nor into the ponds at any time. Those residents or guests found discharging refuse or debris are subject to a fine up to five hundred (\$500.00) per offence.
6. Storage of any kind is expressly prohibited on or in any common property, unless the area is expressly designated for such purpose.
7. No toys, recreation equipment, bicycles, lawn chairs or other personal property with a fence or other boundary.
8. No plant or wildlife is to be put into the ponds without CLBOD approval. Any additional trees, shrubs, or plantings to common property must be approved by the CLBOD.
9. Unit Owners may not enclose any portion of the common property with a fence or other boundary.
10. If a pet defecates on any landscaping or common property of colony lakes, the pet owner is responsible and must clean up after pet immediately.
11. Bike riding is permitted on pavement or sidewalks only. Skateboarding and roller blades are permitted only on pavement or sidewalks. No part of the common areas may be used in conjunction with rollerblading or skateboarding.

V. Personal Property

A. Rules

1. Garbage, Trash, and Recycling
 - a. All garbage must be placed in sealed containers or sealed plastic trash bags so that it cannot be windblown. Materials in recycling containers should be secured on high wind days. Also no additional bags may be placed on top of the containers, as the waste company will not take those extra bags without stickers.
 - b. Containers or bags shall not be placed outside any earlier than 6 p.m. of the night prior to pickup, and containers must be retrieved by the unit owner or resident on day of the pick up by 6 p.m.
 - c. Any litter remaining on the ground after garbage pick up should be removed by the unit owner or resident.
 - d. The bed of a pickup truck may not be used as a dumpster.
 - e. No items may be placed at the curb on ANY day other than a scheduled pick-up day. Items must be properly stickered to ensure collection by the waste company. Appliances may not be placed at the curb unless pick-up is scheduled and will occur no more than 24-hours later.
 - f. Garbage cans are not to be stored in front of the house.
 - g. Unit Owners or residents must properly dispose of toxic and/or pollutant chemicals or keep stored in a secure location. These chemicals include, but are not limited to, auto fluids, lawn chemicals, and insecticides. **Do Not Dump these chemicals into storm drains.**
2. Noise

No radios, stereos, or televisions may be played which will cause a nuisance to other Unit owners; additionally this is also a violation of the city of Aurora's ordinance. Outside radios/stereos/televisions/other are to be kept at a minimum level and are restricted between 10:00 p.m. and 8:00 a.m., also by city of Aurora noise codes.
3. Signs

No permanent sign advertising a business or commercial activity is permitted anywhere on the property. Signs may be displayed for the selling of the property or the advertise a garage sale.

VI. Pet Regulations

A. Rules

1. No animals, other than dogs, cats, or other domestic animals considered to be house hold pets (as defined by the city of Aurora code) shall be kept, anywhere on the property, nor shall any animals be kept, or maintained for any commercial purpose. The feeding of wild animals is prohibited. However, bird feeders and bird baths are allowed.
2. All pets must be leashed or contained while outdoors and on any common property. Pets are not to be left out unattended to stray off property. No pets can be tied up on common property.

3. A unit owner is responsible for actions of pets of anyone residing in or visiting his/her unit and the costs of repairing any damage to common property caused by a pet shall be assessed to the unit owner responsible as a common expense.
4. If a pet defecates on any landscaping, common property, or private property of another owner, the pet owner is responsible and must clean up after the pet immediately.

VII. Policies and Procedures regarding Enforcement (**Exhibit D**)

- A. It shall be the main responsibility of the owners to bring to the attention of management and/or the board any violations of the rules and regulations. Violations should be submitted in writing.
- B. Any complaint which alleges a violation of the Declaration, By-Laws, or Rules and Regulations shall be telephoned in to the duly authorized management company of Colony Lakes Property Association and followed up in writing and shall contain substantially the same information as set forth in the witness statement attached hereto as **Exhibit E**. At a minimum, the complaint shall set forth:
 1. The unit owner's name, address of the unit where the alleged violating person or tenant resides.
 2. The specific details or description of the violation, including date, time, and location where the violation occurred.
 3. A statement, name signature, address, and phone number of the complaining witness and the date on which the complaint was made.
- C. When a complaint is made, the violator shall be notified of the alleged violation by the Association or its duly authorized agent. The notification shall be in a manner prescribed by the CLBOD in a form similar to that which is attached hereto as **Exhibit F** (hereinafter "notice of violation"). If this letter receives no response within ten days, a second letter shall be sent certified. If no correction or an attempt at correction is made, then at the Board's discretion, the attempt by be turned over to the attorney.
- D. In the event the alleged violation is not the first violation by the owner, or in the event that the violation is such that serious, immediate, or irreparable consequences may occur by delay, the CLBOD may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and cost incurred will be assessed to the unit owner's account, if the 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 Declarations, By-Laws, or Rules and Regulations of the Association.
- E. IF any Unit Owner(s) charged with a violation either believes that no violation has occurs or that he/she has been wrongfully or unjustly charged hereunder, the Unit Owner must proceed as follows.
 1. Within ten (10) days after notice of violation has been served on the Unit Owner pursuant to the provisions herein, the owner must submit in writing a request for a hearing concerning the violation and/or send communication to the Management Company. A hearing may be required by completing the request for hearing form that is attached to the notice of violation, and by returning it to the duly authorized agent.

2. If a request for hearing is filed, a hearing of the complaints shall be held before the CLBOD. The hearing shall be conducted no later than thirty (30) days after delivery of the written request.
 3. At any such hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation, from any person or persons having direct knowledge of the alleged violation and from the alleged violator and any witnesses on his/her behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding between the Unit Owner and the Association.
- F. If no request for a hearing is filled within thirty (30) days, a hearing will be considered waived, the allegations of 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 such determination using the same form and in the same manner as is if a hearing has been conducted by a Panel of Inquiry.
- G. If a Unit Owner is found to have personally violated or is otherwise liable for a violation of any provision of the Declarations, By-Laws, or Rules and Regulations of the Association, the following shall occur:
1. If found to be guilty of any violation, the Unit Owner shall be notified of the finding by the management agent. The unit Owner may also be assessed a fee and any additional fees delineated in these rules, costs, and expenses, including reasonable attorney fees of the enforcement process.
 2. If found to be guilty of any violation, including a first violation, the notice of a determination may also require the Unit Owner to correct any damage or any unauthorized condition of property for which the Unit Owner has be found responsible, to pay the costs of any repairs which have been previously been made, or pay any legal expenses and costs incurred by the Association as a result of the violation.
 3. In the event any violation has resulted in damage to any common property, or another unit, which has not been repaired, or has resulted in any damage or any unauthorized condition on the property, the unit owner(s) will be given a notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days of the violation date, 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.
 4. If damage is caused to any part of the common property, or another unit, which was caused by the unit owner, tenant, or guest on the resident property, the above referenced actions, time frames, and violations pertain. If such damage affects another unit owner's property, the unit owner who caused the damage will be responsible for correcting the damage in the other unit (to the CLBOD's satisfaction).

- H. 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, including late charges and reasonable attorney fees, shall be added to the unit owner's account, shall become a special assessment against the unit, and shall be collected as a common expense in the same manner as any regular or special assessment against the unit.
- I. Time is of the essence in this policy. Notices are deemed served either:
 - 1. By personal delivery at time of delivery: or
 - 2. By mail, following ten (10) days after deposit in the United States mail, provided that the notice has been sent both by regular first class and by certified mail – return receipt requested, postage prepaid – to the unit owners at the unit address, or to such other address as the unit owner shall have previously filed with the managing agent, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the association by the trustee or the beneficial owner of the trust.
- J. All stated rules contained with the Association Declarations, By-Laws, and Rules and Regulations, are binding to tenants of non-resident unit owner's responsibility to advise their guests of the rules and provide them with a copy of the Rules and Regulations booklet. In addition, it is every resident's responsibility to advise their guests of the rules of Colony Lakes. Any alleged violations of a tenant or guest is the responsibility of the non-resident unit owner or the resident unit owner. All violations notices will be forwarded to the unit owner and all charges will be reflected on the unit owner's account.
- K. The remedies hereunder are not exclusive, and the CLBOD may, in addition, take any action provided by law, in equity, or in the Declarations and By-Laws to prevent or eliminate violations thereof or of the Rules and regulations of the Association.

VIII. Assessments

- A. Assessments Due: Payments should be made payable to "Colony Lakes" and payable on the first day of February of each year to the management company or as otherwise directed from time to time. A late charge of \$25 (twenty-five) per month will be charged to all owners' accounts that are not received by the management company by the 28th of February. A late notice will be sent to each delinquent owner on the 1st of each consecutive month after the due date advising him or her of the account status and penalty. Any account in arrears for more than 90 days will be forwarded to the Association's attorney for collection. Any legal fees incurred by the Association in per the Declarations, By-Laws, and Rules and Regulations. The CLBOD reserves the right to modify delinquent collection procedures from time to time.

IX. Fines:

- A. After a homeowner has been found guilty of a violation, either through default or a hearing, being the first offense, Board may decide that no fine may be assessed to the account.
- B. If a homeowner is found guilty of a second violation, either through default or a hearing, a fine of one hundred twenty five dollars (\$125.00) will be assessed to the homeowners account.
- C. After a homeowner has been found guilty of a third offense, the fine issued to the homeowner's account will be two hundred fifty dollars (\$250.00).
- D. A homeowner that has been found guilty of a fourth offense will be handled through the Association's attorney and legal system.
- E. **All fines are considered due and owing by thirty (30) days after the notification that said sums are due. The CLBOD may after thirty (30) days seek collection of any unpaid assessments, late charges and fines through their attorney.**

X. Exhibits:

- A. Owner information sheet
- B. Tenant information sheet
- C. Lease rider
- D. Policies and procedures-violation enforcement
- E. Witness complaint form
- F. notice of violation
- G. Determination of violation