

Golf Villas Rules & Regulations
For any questions or clarifications, contact the Property Manager

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FOREWORD

There are 105 Living Units in the Golf Villas community, whose Owners and residents have differing opinions and lifestyles while also living in close proximity. In order to preserve harmony and create a welcoming environment, the Declaration empowers the Board of Directors to establish and reasonably enforce such Rules and Regulations governing the use and enjoyment of all property within the Golf Villas as deemed appropriate or necessary.

The Board's responsibility is to protect owner investments by developing and enforcing fair community standards and to prevent or resolve disputes between the residents by supplying specific rules and regulations that will be reviewed and revised by the Board, as it deems necessary.

In order to fairly enforce the Rules and Regulations, the Board must be notified of infractions via its managing agent. The Board encourages your cooperation and participation in following the rules and reporting violations. Due to the different lifestyles and viewpoints, there may be some who oppose a regulation(s). Please keep in mind two points:

1. The Owner-elected Board is responsible for making decisions regarding Rules and Regulations. These decisions take into consideration the provisions of the Declaration, Bylaws and Illinois law and ordinance, and the best interest of the unit owners.
2. If you feel that a regulation does not fairly represent the majority of the Owners, or is in violation of the Declaration or governing law, please notify the Board, in care of its managing agent, in writing. The Board will review the Rules and Regulations annually or as deemed necessary.

Rules and Regulations that are consistent with the Declaration and state and local laws are binding on all unit owners, tenants and visitors. The Board, on behalf of the owners, has the responsibility to enforce these. Likewise, the Homeowner is responsible for the compliance of the Rules and Regulations and will be responsible for all violations and fines levied. The Homeowners are also responsible for all property damage caused by their guests or tenants.

Each of us is expected to share and enjoy the benefits of our community with our neighbors in peace and tranquility. The largest of these, and the most visible, are the common elements over which we have collective (not individual) responsibility and control.

You are encouraged to volunteer and join one or more of our committees as we work to make the Golf Villas the best possible environment in which to enjoy gracious and carefree living.

The Board of Directors

I Property Care & Maintenance

A. Use & Occupancy

1. No unit shall be used for other than residential purposes. Each unit shall be used as a residence for a single family, and for no other purposes, by the Homeowner and his or her family or such person or single family to whom the Homeowner shall have leased his or her unit. See City of Aurora Occupancy Standards at <https://www.aurora-il.org/1304/OccupancyStandards>.
2. No unlawful, obnoxious or offensive activity shall be carried on in any Unit or on the property, nor shall anything be done therein, either willfully or negligently, which may become an unreasonable annoyance or nuisance to the Homeowners or residents.
3. Residents and occupants are prohibited from conducting a business from a Golf Villas property which results in maintaining a large inventory in the garage so that cars cannot be parked therein, or the bringing in of outside visitors for commercial transaction purposes.
4. Proof of Homeowner's insurance must be provided to the Association on an annual basis or upon request.
5. Guests and lessees are subject to the same Rules and Regulations as Homeowners.

B. Security

1. It is mandatory that the security and fire alarm system in your unit be activated and connected to ADS central monitoring within thirty (30) days after closing. Any owner listing his/her unit for sale is required to have the alarm system inspected prior to requesting a paid assessment letter from Association management. The alarm inspection must be completed by Alarm Detection Systems to make sure the alarm equipment is in working order. Minor repairs will be done at the time of inspection. If necessary, a quote for repairs will be sent with the certificate of inspection. Any necessary repairs are the responsibility of the owner. If this inspection does not occur prior to the request of the paid assessment letter, the paid assessment letter will note that the unit is in violation and subject to the assessment of fines until the inspection has been completed. The ADS central monitoring fee is already included in your White Eagle Club HOA assessment. This system may be expanded to your individual needs and you will be billed separately from ADS for those additional services, but if the alarm is not activated and connected to ADS Central Monitoring within thirty (30) days after the closing date of your home purchase, a fine of fifty dollars (\$50.00) per month will be assessed.
2. Damage to any adjoining unit caused by fire, smoke or water due to failure of the Homeowner who did not activate or maintain connectivity to ADS Central Monitoring System will be the responsibility of that Homeowner.
3. It is incumbent upon each and every resident to take personal responsibility for the security of self, family, neighbors and personal property. Vehicles left parked outside of garages should be locked. Garage and unit doors should also be kept locked and windows latched.
4. All Homeowners and/or Occupants are required to file a Residential Information Form with the Property Manager. The form is available through the Property Manager. Homeowners/ Occupants are required to complete and submit it on an annual basis.

C. Utilities & Heat

1. Fire and emergency systems are connected to the electrical system in each unit. Except in the case of emergency or cause beyond control of the Homeowner or occupant, the electrical service cannot be shut off or disconnected.
2. In order to prevent damage to a unit or adjacent unit, the temperature within each unit shall not be reduced below 55 degrees F.
3. To the extent not otherwise covered by insurance, damage to any common elements and/or adjoining unit(s) will be the responsibility of the owner of the unit where a minimum 55 F degree temperature was not maintained. In addition, the amount of any deductible under

the Association's master insurance policy may be assessed to the owner, after notice and an opportunity for a hearing, as authorized by Section 12(c) of the Illinois Condominium Property Act.

4. In the event that the electrical and/or gas service in a unit is shut off or disconnected or the temperature in a unit is reduced below 55 degrees F, the Homeowner must immediately contact the local electrical and/or gas utility service and take corrective action, as well as notify the Property Manager.
5. All water is metered through common meters and is paid for by the Golf Villas Association.
6. Dryer hoses and vents must be cleaned on a regular basis. The hoses build up lint and sediment in the duct run all the way to the outside vent opening, causing a fire hazard. Proof of such cleaning must be provided to the Association on an annual basis.
7. Duct material should be made of smooth-walled, non-flammable metal ductwork that connects your dryer to the outside vent. Flexible plastic or metal foil with ribs are a fire hazard and forbidden by building codes.

D. Lighting

1. All outdoor lighting on the building is common element and may not be altered.
2. Homeowners are responsible for changing light bulbs on the exterior of their units and replacement bulbs are at the Homeowner's expense. Only white 100-watt LED light bulbs must be used. Colored light bulbs are not permitted. Additional information regarding bulb type can be found through the Property Manager.
3. If the bulb has been replaced and the light is not working, please report it to the Property Manager.

E. Property Regulations

1. No swimming, ice skating, boating, fishing, or other recreational activity is permitted in any pond.
2. Window washing is the responsibility of the Homeowners.
3. Window air conditioners are not permitted.
4. Homeowners may install only the type and color of garage doors, entry, storm, and/or screen doors and windows approved by the Board. Contact the Property Manager for specifics. All new windows must include window grids consistent with the Golf Villas.
5. Any and all exterior painting of buildings must be done only by the Association.
6. Political signs are prohibited.
7. Temporary signage for a special occasion such as a high school graduation, is permitted for up to 1 week.
8. Homeowners are prohibited from posting any type of correspondence on doors of individual units.

F. Garage and Estate Sales

1. One (1) garage or estate sale per Unit per year is permitted.
2. The maximum length of a sale is 3 consecutive days.
3. A maximum of 2 signs are permitted. 1 sign can be posted at the Aberdeen entrance, and 1 at the Unit.
4. Signs can be posted no earlier than the day before the sale, and must be removed on the last day of the sale.

G. Noise and Disturbance

1. Use of fireworks, incendiary devices or activities that create an unreasonable nuisance are prohibited.
2. Inflated displays or decorations are prohibited. Standard balloons are permitted for one day for a special event.
3. Drones and other electronic aerial objects are prohibited from being utilized within the confines of the Golf Villas property.
4. Other noise exemptions, restrictions and enforcement are addressed by the Noise Ordinance of the City of Aurora. Complaints regarding excessive noise should be reported to the Aurora Police Department.
5. Owners who desire that the Board address complaints regarding unreasonable noise shall follow the following procedure:
 - a. **First Complaint for Noise Disturbance:** The complaint must be in writing. The complaining witness can obtain a Witness Complaint Form from the Management office or may submit such a written complaint to the managing agent indicating the date of the alleged noise disturbance; approximate time of day that the alleged noise disturbance occurred; from where the alleged noise disturbance originated; approximately how long the alleged noise disturbance lasted; and the full name of all the person who heard the noise disturbance.
 - b. **Second or Subsequent Complaints for Noise Disturbance:** In addition to submitting a written complaint as stated in subparagraph (a) above, a witness who submits a noise disturbance complaint against the occupants of a Unit that was the subject of a previous complaint, must also submit a video of the noise disturbance or a signed statement by a second witness. This video must be taken at the time of the alleged noise disturbance and it must include audio. The signed statement must identify the name of the witness and the contact information for the witness, including his/her mailing address, email address, and telephone number. The signed statement must state the same specificity as required by the initial complaining witness in subparagraph (a) above. The signed statement must be notarized or witnessed by someone other than the initial complaining witness. Such a video and/or signed statement by a second witness will assist the Board of Directors in the review of the complaint and determining if a violation has occurred. Failure to provide such a video or signed statement may prevent the Board of Directors from considering the complaint.
 - c. **Access to Units:** A complaining witness of a noise disturbance may be required to provide the Board of Directors, managing agent for the Association, members of the staff for the Association, and/or any other agent of the Board of Directors with access to his/her Unit to assist the Board of Directors in the review of the complaint and determination if a violation has occurred. Failure to provide such access may prevent the Board of Directors from considering the complaint.
6. An Owner who is either the subject of an alleged noise disturbance complaint or whose residents, occupants, tenants and/or invitees are the subject of an alleged noise disturbance complaint may be required to provide the Board of Directors, managing agent for the Association, members of the staff for the Association, and/or any other agent of the Board of Directors with access to his/her Unit to assist the Board of Directors in the investigation of the complaint and determining if a violation has occurred. Failure to provide such access may be considered by the Board of Directors when considering such a complaint and it may affect the Board of Directors' determination.

H. Sump Pumps

1. Sump pumps that serve more than one unit must be made accessible for inspection and repair as requested by the Board.
2. Connecting other equipment to the sump pump, such as water softeners or appliances, is prohibited.
3. If a sump pump is only serving one unit, that Homeowner is responsible for maintenance, repair, and replacement.
4. In case of emergency, the Association will replace a malfunctioning part of sump pump that serves more than one unit. The replacement or reimbursement will be at current retail prices up to a maximum of \$450, including labor.

I. Firewood

1. Firewood must be stored in garages.
2. Be aware that some units have gas burning fireplaces, and some wood burning fireplaces.
3. Regular professional fireplace and chimney maintenance is required and is the Homeowner's responsibility. If the fireplace is in use, chimney cleaning should occur on a regular basis and proof of the same should be provided to the Association.

J. Garages

1. All garage doors shall be closed except when residents are entering, leaving, or working in the adjacent area of the garage. Garages should not be left unattended with the door open.
2. Flammable or noxious materials shall not be stored in garages except in certified containers.
3. Garages and driveways shall not be used for offensive, noisy or unsightly activities (e.g. major auto repairs in the open.)

II Assessments

A. Due Date

Assessments are due on the first of every month.

B. Late Fees

Assessment dues and any past due balance that are not in the possession of the management company by the 20th of every month shall be subject to an automatic late fee of \$50.00.

C. Delinquencies

For assessments (60) sixty-days past due, the unit owner will be issued a (30) thirty-day notice and demand letter by the Association's legal counsel.

D. 90 Days Past Due

1. For assessments (90) ninety-days past due, an eviction action may be filed against the delinquent unit owner by the Association's legal counsel.
2. Note that pursuant to the statutes of the State of Illinois, the Association is authorized to pursue eviction proceedings for delinquent assessments and other monies owed to the Association. These proceedings may result in the Homeowner's loss of possession of the unit until such time as the account is brought current and the order of possession is vacated.

E. Legal Fees

1. Any and all legal fees incurred by the Association in an attempt to collect assessments will be the responsibility of the Homeowner.
2. All assessments received are credited toward the most outstanding balance.

III Architectural

A. Alterations or Additions

Any alteration or addition external to the Living Unit is prohibited without prior written authorization from the Board. This includes any changes to the windows, doors, siding, landscaping, deck, lighting, security, and any communication technology changes. Requests can be denied if a homeowner is not current with monthly assessments.

Owners must submit requests for alterations or additions on an Architectural request form, available from the Property Manager, for approval by the Board. In addition, owners may be required to obtain written approval for exterior additions or alterations from the White Eagle Club Property Owner's Association.

B. Awnings or Sunscreens

Awnings, retractable canopies, and sunscreens are not permitted. Any awnings, retractable canopies and sunscreens installed prior to 2019 will be grandfathered, however, a future replacement will not be allowed.

C. Satellite Dishes

1. Notification for installation must be submitted to the Board prior to installation. The notification must include drawings and description of satellite dish location.
2. Satellite dishes may only be installed on the Unit owner's deck. Any damages, repair, or removal is the responsibility of the Homeowner.
3. No satellite dish larger than one (1) meter in diameter will be permitted.
4. Installations on the buildings or the roof are prohibited
5. The satellite dish must be removed upon moving unless outgoing resident receives written intent by new resident to use same service and desires to keep the dish in place. All responsibility transfers to the new unit owner when unit is sold.
6. Satellite dishes must be kept in good condition and repair.

D. Decks

1. Patios, decks and balconies are Limited Common Elements, are considered private, and will not be part of the landscape/building maintenance. However, decks will be painted by the Association when the entire building is scheduled for painting. No changes shall be made within a Homeowner's Limited Common Elements without prior written approval of the Board.
2. Storage under the deck is prohibited.
3. Decks and patios shall be kept orderly.
4. Outdoor cooking and dining should not cause disturbances to surrounding Homeowners, tenants or residents, and shall occur at a safe and reasonable distance from the Living Unit.
5. Winter Storage Restrictions – Only the following items may be stored on the deck or patio:
 - Patio furniture

- Barbeque grill
- Large planters over 18" diameter or 18" high

E. Lawn Decorations

1. Lawn decorations such as statues, planters, and lighting, etc. are permitted on the property, provided that such decorations are no greater than 36" in height and are within the Landscape Committee's parameters.
2. Birdbaths and birdfeeders are not permitted.
3. One wind chime per Unit is allowed.
4. Lawn decorations, including potted plants, cannot exceed six (6) displays per Unit within the common area or in planting beds.
5. Display of only the American flag and/or military flag is permitted. Any other type of flag is prohibited.
6. The Board must approve decorative edging in writing, after receiving the Architecture request form. The edging must be placed in existing plant beds or in an area not to interfere with lawn maintenance.
7. Lawn decorations deemed offensive or unsafe by the Board will not be permitted on any portion of the Property.
8. The Association shall not be responsible for damage to lawn decorations caused by lawn maintenance or snow removal.

F. Holiday Decorations

1. Holiday decorations shall not be installed any earlier than 35 days before a holiday and must be removed within 35 days after the date of the holiday.
2. The Homeowner is responsible for all damage caused by the displaying of decorations. The Board may direct repair of such damage at the Homeowner's expense.

IV Landscaping

A. General Maintenance

1. Common areas will be maintained by the Association.
2. A landscaping and maintenance service has been retained to care for the grass, shrubs, trees and other plantings on all property.
3. Scattering of bird seed, grains, or other food items is prohibited within the common or limited common areas.
4. Homeowners or residents may not direct, question, or engage any maintenance workers or Association vendors. Any questions or concerns regarding the actions of the Association maintenance workers or Association vendors shall be directed to the property manager in writing. Residents who violate this rule may be subject to a fine of up to \$250.00 per occurrence due to the threat that such action causes to the Association and its contractual relationships.
5. The Association is responsible for snow removal over 2" on Aberdeen Ct and on driveways and walkways.

6. Exterior water spigots are common elements and can be used by maintenance workers and Homeowners to water landscaping as needed.

B. Planting Regulations

1. The following restrictions apply if a Homeowner chooses to plant his/her own flowers or foliage plants:
 - a. Planting of perennials, trees and shrubs, etc require prior written Board approval. A drawing of the location to be planted and types of plants must be included with the Architectural alteration form, and you must receive written Board approval prior to installation.
 - b. The use of trellises attached to the exterior of the building is prohibited.
 - c. Annual flowers are permitted as long as they do not interfere with the normal landscaping maintenance procedures.
 - d. Any dead debris from *resident* plants must be removed and properly disposed of by the Homeowner.
 - e. Potted flowers can be placed on driveways, front stoops, patios and decks if maintained by the Homeowner. Homeowners are responsible for damage that may be caused by Landscape Contractors.
 - f. Empty flower pots are not permitted, and if left out, will be removed by the Association and/or Association maintenance workers.
 - g. Hanging baskets may be displayed on shepherd hooks in landscaping areas. Baskets may not be hung in trees and hangers may not be attached to any brick or siding surfaces of buildings. Flower boxes are permitted on decks and patios.

C. Bedding Plants

1. Enlargement of existing planting beds is prohibited unless approved by the Board in writing.
2. Plantings must not impair the landscape contractor's duties. Plantings which interfere with the landscape contractor's duties may be removed at the discretion of the Board, without prior notice, and with no liability.
3. Plantings must be properly maintained. If (at the Board's discretion) plantings are improperly maintained, the landscaper will remove them with no liability, without notice or financial restitution to the Homeowner.
4. All plantings are done at the owner's risk. The Association shall not be responsible for damage to the flowers due to the landscape maintenance contractor.
5. Bulbs may be planted in existing landscaping. However, after the plants have flowered and become dormant, all dead stalks must be cleared to ground level. (Perennials need written approval from the Board over 36" mature height.)
6. Any new planting must be properly mulched and such mulch must match the current application set forth by the Association. The Association may provide mulch to the community as needed. Any Homeowner may install their own mulch as long as it is the type and color approved by the Board.
 - a. Any mulch which is required as a result of new plantings by the Homeowner is the responsibility of the Homeowner.
 - b. Rock mulch or other non-biodegradable mulch is prohibited.

D. Landscape or Malibu Lights

1. Landscape lights both solar and electric must be kept in good repair and in proper working order.

2. All landscape lighting must be approved in writing by the Board of Directors prior to installation.
3. The Association and contractors are not responsible for any damage to landscape lights installed by the Homeowner.

V Garbage and Refuse

A. General

1. All garbage containers must be stored indoors except during designated pick-up days and times.
2. Refuse and recycling must be placed in garbage containers provided by the City of Aurora waste removal provider. All garbage that does not fit into such containers must be placed in a trash bag up to 33 gallons and not to exceed 50 lbs, with a City of Aurora collection sticker attached.
3. For any other special garbage items or pick-ups, refer to the City of Aurora website www.aurora-il.org.
4. Garbage may be placed at the curb after 6:00 pm the evening before collection day and should be retrieved by midnight of the pick-up day.
5. Do not place your garbage out the night before a pick-up if a storm is approaching unless it is properly secured. If you will be out-of-town it is the Homeowner's responsibility to have a neighbor put out/pick-up their garbage cans during these appropriate times.
6. Garbage and recycling containers left on the curb the following day will result in a fine of \$25 the first day with \$10 increments each succeeding day.
7. Any litter remaining on the ground after pick-up is the responsibility of the Homeowner.

VI Pet Restrictions

A. General

1. All pets are required to be inoculated against rabies in DuPage County.
2. Homeowners/Residents are restricted to a maximum of four (4) pets; 2 species each, per City of Aurora ordinance.
3. Pets are required to be on a leash at all times while on the common property area.
4. Breeding of animals is prohibited.

B. Damage to Property

1. Pet excrement must be removed immediately from the property and disposed of in the Homeowner's residence or garage.
2. Pet owners have 30 days to correct damage caused by their (owners, tenants or guests) pets upon written notification from the Property Manager. Damage includes, but is not limited to sod/grass. At the Board's discretion, if violation is not corrected in this time frame, the repair work will be done and billed back to the offending Homeowner.

C. Tethering

1. No unattended tethering of pets will be allowed.
2. No unattended staking of pets on the property will be permitted.

3. Pets shall not be left in garage or be confined to a deck for more than 5 minutes unless a resident is present.

VII Vehicles

A. General Restrictions

1. Recreation vehicles, motorcycles, trailers, campers, boats, pickup trucks and/or commercial vehicles (including vehicles with displayed advertising) and the like, may not be parked in driveways, streets or Common Elements. Owners of all such vehicles, if they are too large for storage in a garage, should make appropriate arrangements for their storage elsewhere.
2. Minibikes, trail bikes, snowmobiles, and other non-licensed motorized vehicles are not to be driven on the Condominium property. Owners of these vehicles should have proper trailers to bring the vehicles to and from their home. Storage of these vehicles and their trailers must be in garages, not outside the units.
3. All vehicles (including bicycles) must observe all speed and traffic regulations. Speed limit on Aberdeen Ct is 20 mph.
4. Vehicles with abnormally loud exhaust systems, such as motorcycles, shall be driven in such a manner as to not unreasonably disturb others.

VIII Parking

A. General Restrictions

1. Permanent street parking is not permitted on Aberdeen Ct. Overnight parking (2 am – 6 am), whether by residents or guests, must be on a driveway or other designated parking area.
2. Street parking is permitted 6 am – 2 am, only on the side of the street opposite to the sidewalk. Do not park vehicles on both sides of the street as this makes it difficult for emergency vehicles to access all homes.
3. Homeowners do not own apron parking space. These areas are designated for guests/visitors.
4. The area in front of a garage is designated parking only for the Homeowner of the garage and their guests.
5. No vehicle or combination of vehicles may be parked in a Homeowner's driveway if the vehicle exceeds the length or width of the driveway assigned to that unit.
6. All vehicles parked outdoors must take preventative measures to prevent damage to the asphalt. This includes fluid leaks of any kind.
7. Parking in such a way as to block the sidewalk is prohibited.
8. No vehicle of any type may be parked on the lawn area of the property.
9. Abandoned automobiles, commercial vehicles and non-passenger vehicles such as, but not limited to, trailers, boats, campers, ambulances, hearses, vehicles with Corporate logos, and recreational vehicles are not permitted to park outside the garages.
 - a. To avoid violations, please contact the Property Manager with temporary and extenuating circumstances.
10. A vehicle shall be deemed abandoned if:
 - a. It is in a state of disrepair rendering it incapable of being driven in its present condition.
 - b. It does not have a current, valid license plate.
 - c. The action of the owner and condition of the vehicle clearly indicate the vehicle has been abandoned.

B. All Garages Must be Utilized for Vehicle Parking

1. Single Car Garages
 - a. Permitted to have up to a maximum of 2 permanent vehicles.
 - b. First car must be parked in the garage.
 - c. Second car must be parked in front of the garage
 - d. No additional permanent vehicles are permitted.
2. Two Car Garages
 - a. Permitted to have up to a maximum of 4 permanent vehicles.
 - b. The first 2 vehicle must be parked in the garage.
 - c. Additional vehicles (up to 2) must be parked in front of the garage.
 - d. No additional permanent vehicles are permitted.

IX Moving and Transfer of Ownership

1. A maximum of two (one placed in front and one in back) standardized Golf Villas 'For Sale' signs are permitted.
2. Moving PODs are permitted on the property for a maximum of 10 days with approval from the Property Manager. UHauls are permitted on the property for a maximum of 5 days.
3. Please see Section I subsection 'F' on page 6 regarding Estate and garage sales.
4. Any resident moving out is responsible for making arrangements with the waste management provider for removal of any and all items left outside their unit. A City of Aurora sticker must be applied to each and every item. Additional fees may apply and are the responsibility of the Homeowner.
5. Prior to any closing of a home, proper documentation must be obtained from the Association's Property Manager. The seller, their attorney, or agent can request these documents. A request for any and all closing documents can be obtained from the Association. A reasonable fee covering the cost of providing such information may be charged by the Association's Property Management Company, to the unit seller, for providing the information.
 - Assessment letter
 - Completion of a Disclosure Statement
 - Completion of a Lender's Mortgage Questionnaire Form
 - Copy of Declaration & By-Laws
 - Copy of Rules & Regulations
 - Budgets, financials, and Board meeting minutes

The selling owner prior to or at closing must pay all charges.

X Rentals/Leasing

A. General Restrictions

1. Guests and lessees are subject to the same Rules and Regulations as Homeowners.
2. Homeowners must occupy their home for a period of 1 year before they are eligible to lease it. Homeowners must comply with all City of Aurora leasing regulations.
3. Once eligible to lease, it is the responsibility of the Homeowner to obtain and submit a copy of the lease and any other tenant administration forms to the Property Manager.

4. All leases must be for a period of at least one (1) year, and no subleases will be permitted.
5. No Homeowner may lease the unit for transient or hotel purposes, including Airbnb or Vrbo.
6. No Homeowner may lease less than the entire unit.

B. Homeowner Responsibilities

The Owner is responsible for:

1. Ensuring the tenant(s) has a current copy of the Golf Villas Declaration, By-Laws, and Rules and Regulations.
2. Any fines and/or monetary fees associated with Golf Villas fines and legal or civil actions brought about, as a direct result of tenant conduct.

XI Violations and Fine Policies

A. Conditions of Issuing a Notice

1. Violations will be documented by sending the Owner a Notice of Violation outlining the alleged violation.
2. If someone is believed to be in violation of any of the provisions of the Declaration or Rules and Regulations, a signed, written complaint or email should be submitted to Property Manager. Unless a report of violation can be independently verified by the Association or its Agent(s) due to the nature of the violation, complaints should not be submitted anonymously as testimony from the complaining witness may be necessary to provide the existence of the violation.
3. Fines – Any violations of the Declaration or the Rules and Regulations will be subject to the following fines. Any expenses incurred by the Association because of a violation(s) will be charged to the assessment account of the Homeowner in violation.
4. All violations which are continual or recurring in nature that are not ceased when and as required or upon the receipt of the Notice of Violation, the Management Company will take any necessary steps to remove the violation, charging the cost to the Homeowner's account.

Violations on an occurrence basis will be subject to the following fines:

- a. First Offense: A courtesy letter shall be sent to the Homeowner of the unit committing the violation. This letter shall state the rule violation and the Board's proposed remedy. The Homeowner will be given 10 days to correct the violation (if applicable). The Homeowner is responsible for any violations committed by individuals living in or visiting the unit.
- b. Second notice of violation - \$50
- c. Third or subsequent notice of violation - \$100

Continuous offense – For violations of a continuing nature, the Homeowner will be fined a continuing rate of \$10 per day until the violation ceases and the Association has been made aware of the compliance. The accumulated amounts will be applied to the Homeowner's account.

Notwithstanding the foregoing, if, in the Board's determination, the nature of the violation of the Declaration or Rules and Regulations is such that any delay could jeopardize the health, safety, or the welfare of the other Homeowners or residents, then the Board may immediately forward the matter to the Association's attorney for appropriate legal actions. All costs, expenses, fines and attorney's fees incurred by the Board in connection with the exercise of the

Associations' rights shall be the responsibility of the offending Homeowner, even if the unit is occupied by a tenant. Such amount shall be charged to the Homeowner's account and the Association shall have a continuing lien for the same upon the home. In addition, if an offense causes immediate risk to individual safety or value of the Association property, the Board of Directors can immediately assess a fine of up to \$1,000.00 as determined by the sole discretion of the Board considering the nature and severity of the violation and/or initiate any other recourse allowed by the Declaration, By-Laws, or applicable Illinois law, including, but not limited to, initiating legal action.

B. Violation Notice Retention Period – Unit Owner File

1. Each violation is retained for a period of 1 calendar year.
2. Any other like violations issued within this period are subject to the table of fines listed above.
3. If corrective measures are taken and no other like violations are issued within the year period, any previous violation(s) will not be considered on subsequent infractions of the rules and regulations.

C. Right to Hearing

1. The person charged with the violation, and the Homeowner, will be given written notice of the complaint. Upon receipt of the violation notice, the Homeowner may, within 10 business days of the notice, file a protest to the violation charge and demand a hearing before the Board. Unless otherwise determined, the hearing shall occur at the next regularly scheduled Board meeting. At such hearing, the Board shall present the grounds for the notice and the Homeowner shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board. The party requesting the hearing may be represented by an attorney. Written notice of the intention to be represented at the hearing by an attorney shall be provided to the Association no less than seventy-two (72) hours in advance of the scheduled hearing. If an attorney appears on behalf of the cited party, with or without notice, the Board reserves the right to continue the hearing until the Association's attorney has been consulted or can be present. If the violation is found to be proven, any fees incurred by the Association for the presence or consultation of the Association's attorney may be assessed to the cited party's account at the sole discretion of the Board. No action shall be taken by the Board until the hearing has been held. All hearings will proceed with or without the presence of the accused violator. The decision of the Board or its authorized committee shall be rendered in writing to the Homeowner within 10 business days after the hearing and such decision shall be final and binding on the parties.
2. Should no protest be filed within the prescribed period of time, the allegations in the notice of violation shall be considered true and taken as if confessed. Failure to file a protest within the 10-day prescribed period of time waives the right to file a protest.
3. In the event of any violation of the Declaration, By-Laws, or Rules & Regulations of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable practices. Any and all costs and attorney's fees shall be assessed back to the account of the offending Homeowner at the time they are incurred.

D. Violation Enforcement Procedures

1. Unless a fine is pending a hearing, any Homeowner assessed hereunder shall pay any charges imposed within 30 days of notification that such charges are due. All charges imposed

hereunder shall be added to the Homeowner's account, and applied to the next assessment payment.

2. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Resident at the address, and to such other address as the Homeowner may have filed with the Association.
3. The remedies hereunder are not exclusive, and the Board may, in addition, take action provided at law in equity, or in the Declaration to prevent or eliminate violation thereof or of the Rules & Regulations.
4. If a member of the Board initiates a complaint, they may not reside in judgement of the person thought to have committed an infraction. They must recuse themselves from all hearings on the matter.

XII Association Governance

A. Board Meetings

1. The Board of Directors may, but is not obligated to, provide Owners with the opportunity to voice questions, concerns, or suggestions about the operation of the Association during the open forum portion of any meeting of the Board of Directors. Prior to opening the floor to Owners at an open forum, the Board of Directors shall indicate the total amount of time to be allowed for the forum and, based on the total time, shall set a time limit for each Owner's participation. While the goal of the Board of Directors in setting such time limits is to allow each Owner who wishes to participate the opportunity to do so, Owners must recognize the Board of Directors has the right and obligation to maintain order at meetings, and to ensure that meetings do not take an unnecessarily long time. As such, Owners shall abide by the stated time limit for any given open forum, and when their time has expired, Owners shall conclude their remarks without argument or objection.

B. Recording of meetings

1. Owners ONLY may video and/or audio record the proceedings of an open meeting of the Board or membership.
2. Board or membership meetings can be video and/or audio recorded by owners for personal record-keeping purposes only and may not be published in and/or through any public forum or medium as attendance to such meetings is not open to all non-members.
3. Any owner intending to record the proceedings of an open meeting must submit their intent to do so to the Board of Directors or the managing agent in writing no later than 48 hours prior to the official meeting start time. The intent to record must state whether the recording will be an audio or video recording, and whether the recording will be done by use of a cell phone. Cell phones may not be used as a recording device unless approved in advance by the Board, and the sound must be turned off or placed on vibrate while the meeting is in progress.
4. The video and/or audio equipment used must not produce distractive sound or light emissions at any time while the meeting is in progress.
5. The video and/or audio equipment used must be assembled and placed in a stationary position and location in advance of the meeting's official start time. The Board of Directors shall determine the placement of the audio and/or video equipment in a location that will not distract from or disrupt the meeting. Once the meeting has been called to order, the audio and/or video equipment must remain stationary and may not be moved from its location until the meeting has been adjourned, unless so determined by the Board.

6. Audio and/or video recordings of open meetings may not be used and shall not be considered an official record of the meeting unless recorded by an official record-keeper of the Board of Directors for record-keeping purposes only.
7. Audio and/or video recording are not permitted during executive or closed session.

C. Management

1. The Association engages a Property Management Company and a portfolio manager to perform day-to-day services on behalf of the Association. The main responsibility of the Manager is to carry out the regular business of the Association. The Property Manager acts at the direction of the Board of Directors.
2. Work orders and all other general requests should be directed to the Property Management Company. Work order requests, which are consistent with the terms of the budget and Board approved, or emergency repairs, which are defined as necessary to address an immediate threat to life, safety or property, will be processed and assigned to the appropriate vendor for completion. All other work order requests will be reviewed and acted upon (approved or denied) at the next Board meeting.
3. Owners are cautioned not to send repetitive emails to the Property Management Company or the Property Manager. After a response has been given on an email, repeated emails on the same topic may be ignored. In addition, for those Owners consistently sending repetitive emails, the Board of Directors may direct the owner to communicate via alternative means, such as telephone, mail, or through communication with the Association's legal counsel.

D. Anti-Discrimination

1. The members of the Board of Directors and/or any agent of the Association, including, but not limited to, management, shall not discriminate in employment, contracting, compensation, termination, or enjoyment of services, amenities, privileges and other conditions against any member, resident, employee, contractor, subcontractor, or guest on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.
2. The Association is an equal opportunity corporation and will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, other conditions of employment against any employee or job applicant on the race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.
3. The Association is committed to providing an inclusive and welcoming environment for all members, residents, guests, employees, contractors, subcontractors, and vendors and does not tolerate discrimination based upon race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy or unfavorable discharge from military service.
4. If a member, resident, employee, contractor, subcontractor, or vendor feels that he or she has been discriminated against and/or harassed on the basis of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service, he or she should immediately report the matter to Association management. If that person is not available or the individual feels that it would be unproductive to inform that person, he or she should immediately contact the President or

other member of the Board of Directors. Once the matter has been reported, it will be promptly investigated and any necessary corrective action will be taken where appropriate.

5. Residents with a 'disability' as defined by the FHA may request, in writing, that the Association make reasonable accommodations to rules or policies or allow reasonable modifications to the property in order to allow the resident full access to his/her Unit and/or Association's Common Areas. Once the request is submitted, the Board will promptly review same and issue a response in a timely manner, under the circumstances.
6. Should the Board approve a reasonable modification to the Unit and/or Association's Common Area, the Board may require the homeowner or resident to bear the cost of making the modification. The Board may also require the homeowner or resident to return the Unit and/or the Common Area to its original condition once he or she vacates the Unit or the disability ceases to exist.
7. All complaints of unlawful discrimination and/or harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

XIII Forms

1. Architectural request form
2. Violation complaint form
3. Hearing form



We Protect Lives and Property

October 21, 2019

White Eagle Closing Inspection Procedure

1. The Homeowner calls ADS to schedule an appointment for the inspection allowing 30 days to complete the entire process, including repairs.
2. The ADS technician performs the White Eagle alarm inspection.
3. Minor repairs are completed at the time of inspection, but additional repairs may be required resulting in additional charges.
4. The alarm certificate is completed, and submitted to the ADS Customer Care Department.
5. The Customer Care Department reviews the certificate for pass/fail condition.
6. If necessary, a quote for repairs is sent with the certificate to the Homeowner and Management Company. Certificates and quotes are sent within 24-48 hours following the inspection.
7. The agreement for the repairs is sent to the Homeowner.
8. Once the agreement is returned to Alarm Detection Systems, the work is scheduled with the Homeowner.

The Golf Villas of White Eagle Club

CONDOMINIUM ASSOCIATION

Architectural Review Committee

Plan Approval Request

The attached is submitted for approval by the Architectural Review Committee. I understand that final approval may take one (1) month from the time a complete and properly prepared submittal has been received by the Committee. I am requesting permission for the following construction or installation:

☐ sidewalk ☐ driveway ☐ courtyard ☐ patio ☐ deck ☐ wall

☐ fence ☐ exterior lights ☐ satellite dish ☐ hot tub

☐ other - describe: _____

As required, I have attached a **TWO** (2) copies of the Plat of Survey, including "to-scale" drawings on plat, and **TWO** (2) copies of the contractor's plans.

Date: _____

Email: _____

Name: _____

Address: _____

City _____ / _____ State: _____

Phone - Home (_____) _____ Work (_____) _____

Signature: _____

The Architectural Review Committee has reviewed the plans submitted. Please note:

☐ Approval has been granted for the use and location only. Approval does not constitute any review or approval as to the adequacy or sufficiency of the design of the structure itself. For your own protection, may we suggest that you obtain a certificate of insurance and contractor's license number (if applicable) from your contractor. You must also comply with all other State and Local rules and regulations. A building permit may be necessary from the Village of _____.

☐ The following additional condition shall also apply: _____
_____.

☐ Your plans cannot be approved at this time for the following reason: _____
_____.

☐ Please work with your contractor and resubmit the plans with revisions as indicated:

_____.

APPROVAL:

Architectural Review Committee:

By: _____

Date: _____

Return form to:

Associa Chicagoland
50 East Commerce Drive
Schaumburg, IL 60173
Attn: Ashley Cueller

Phone 847-490-3833
Fax 847-490-9807

The Golf Villas of White Eagle Condominium Association

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE NOTE: A violation complaint must be completely filled out or the complaint will not be considered valid by the board. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name(s) (if known)	
Address	
Description of Violation	
Section of the Governing Documents that was in violation	
Violation Location	
Date / Time of Violation	

Were Photos or Videos Taken?	
If So, By Whom?	
Date / Time of Photographs	
Were There Additional Witnesses?	
Is There any Additional Physical Evidence?	

Enclose all photographs or videos in an envelope and attach them to this form. Mail e-mail or hand deliver this form and attachments to the property manager as soon as possible. Photos, videos and other physical evidence submitted will not be returned and will become the property of the Golf Villas of White Eagle Condominium Association.

Report Submitted By	
Address	
Email	
Daytime Phone	
Evening Phone	

I have made the above statements based on my personal knowledge. I will cooperate with the association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing or trial, I will be available to appear to testify as a witness.

Signature: _____ Date: _____



Request for a Hearing

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____ alleging a violation of the Declaration, By-Laws, or Rules and Regulations of The Golf Villas of White Eagle Condominium Association

Please check one of the following options:

☐ In lieu of appearing in person for my requested hearing, I have attached a written explanation regarding the violation(s) for the Board's information and review.

☐ I will attend the hearing in person.

2.1 I will be represented by an attorney ☐ Yes ☐ No

Owner's Name – Printed

Owner's Signature

Address

City

State

Zip Code

Home Telephone Number

Date

If you have any questions, please contact me at 847-882-8238 or Ashley.Cueller@associa.us.

Sincerely,

ASSOCIA CHICAGOLAND, INC.

Ashley Cueller
Community Association Manager
The Golf Villas of White Eagle Condominium Association