

The Gardens of Walden Condominium Association

Rules and Regulations



Revised: May, 2020
Effective: June 1, 2020

Welcome to The Gardens of Walden

The objective of the Board of Directors and all your fellow owners is to maintain The Gardens as a quality place in which to live. One way to help accomplish this is to establish a set of common-sense Rules and Regulations that apply to living in The Gardens. They take into consideration the health, safety and comfort of all Gardens residents. We hope you will find them reasonable and will cooperate by upholding, supporting and abiding by them.

The Gardens has hired a Management Company to handle the day to day operations of the property. The Management Company's job includes: handling accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

Please keep this booklet handy. Should you sell your unit, please be sure your buyer has a copy. Every owner should also have a copy of the governing documents of The Gardens, the Declarations and Bylaws as recorded in Volume 1002, Page 1036 of the Portage County Records. These documents, as well as the amendments, must be passed on to anyone who purchases your unit.

This booklet is intended to supplement, not replace, the Declarations and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

Please do not hesitate to contact the Management Company with questions or comments.

Board of Directors,
The Gardens of Walden Condominium Association

THE GARDENS OF WALDEN RULES AND REGULATIONS
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FOREWORD

Organization: Similar to every condominium association, The Gardens of Walden is a not-for-profit corporation, and as such, is subject to a *corporate form of governance*. This guarantees each of us, as owners, the right to attend all open meetings, particularly the annual meeting, at which time the election of the Association’s governing Board takes place.

Basic Board Responsibilities: Our Board members are volunteers elected by unit owners, and once elected, they become responsible for the day-to-day operation of the Association. Our Board is mandated to act in what it believes to be the best interest of the entire Association. One of the major responsibilities of the Board is to determine our annual maintenance fees, and while owners may be consulted as to their opinions, it is the Board that makes the final decision each year. Similarly, our governing documents place the authority to select our service providers (landscapers, attorneys, painters, etc.) in the hands of the Board. In addition, just as in any corporation, our Board has the authority to make reasonable rules and regulations governing the Association.

Owners are encouraged to express their opinions, preferably in writing, to the Board. While a competent Board will give serious attention to these opinions, remember, the Association’s Board makes the day-to-day decisions. The best way to have one’s ideas put forward is to become active in the Association and to seek election to the Board.

The Condominium Lifestyle: Many people choose the condominium lifestyle as a more carefree way of life. They prefer having someone else worry about cutting the grass, painting the outside of the residences, etc. They recognize that they have delegated certain rights and believe it is well worth it!

Occasionally, however, an owner may find this abrogation of some decision-making authority not to his/her liking. The person may want to challenge the authority of the Board (rather than working with, or serving on the Board). This challenge can even take the form of litigation. Fortunately, courts have overwhelmingly rebuked this type of challenge.

The Gardens of Walden has been successful because owners have volunteered to take turns serving on the Board and becoming involved in Association activities, as well as cooperating with each other as good neighbors and co-owners. They have used common sense and a concern for what is best for our entire community. These factors are the foundation for congenial association living.

DETAILS OF THE RULES AND REGULATIONS

I. *Environment of Common Elements*

Common Elements- Common elements are everything but the individually owned condominium unit and are owned by all the unit owners together. Examples include roofs, lawns, parking areas, driveways and sidewalks. The reasonable repair and maintenance of the common elements is the responsibility of the Association except as otherwise explained in the Declaration, Bylaws, and Rules and Regulations.

- A. The common elements are for the use and enjoyment of all Gardens residents; therefore, we require everyone to be considerate in their use.
- B. The Association holds owners responsible for the actions of their families and guests.
- C. Littering is prohibited.
- D. Residents shall not modify, paint, improve or otherwise alter the exterior of the units without prior written approval of the Board.
- E. No awning or projections, signs, wiring, air conditioners, non-conforming window dressings or any other items shall be permitted on the exterior, or visible from the exterior, of any unit, garage, window, or door, without prior, written approval of the Board or where appropriate, the Architectural Committee.
- F. Installation of any satellite dish/antenna on, attached to, or extending into the common elements is prohibited. Attachment to the exterior siding of a unit or any roof area is strictly prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must obtain and comply with the following dish rules and regulations (see unit owner responsibilities below) and must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used.
 1. Any owner wishing to place a Digital Satellite System (DSS) on a house or unit, must submit a drawing to the Architectural Committee showing the location and installation plan for the DSS antenna. A plan view of the residence showing street location and neighboring dwellings is necessary. Photographs would be helpful.
 2. It is the desire of the Committee that any such installation be as inconspicuous as possible. If the antenna can

- only provide satisfactory reception if installed in a location open to public view, screening of some sort must be proposed.
3. If the antenna is to be mounted on the unit, the mounting bracket must be bolted into the framework of the structure. It is not to be bolted into the roof or siding. The antenna shall not be visible from the street in front of the unit. Ground or near ground locations on limited common elements must be landscaped to prevent viewing from the street. Under no circumstances are antennae to be mounted on common elements.
 4. If the only viable antenna location will require tree or shrub trimming, special approval must be obtained from The Gardens of Walden Board of Directors for these modifications.
 - G. Door, porch, lamp and post decorations that are seasonal in nature shall be permitted during that seasonal period only.
 - H. Requests for installation or replacement of doors, storm doors, windows, etc., must be submitted and shall be subject to prior, written approval by the Board of Directors or Architectural Committee where appropriate.
 - I. Tents, camping-related equipment, campers, trailers or any type of portable living quarters are prohibited.
 - J. Any item needing repairs on the exterior of the unit or the common elements must be reported to the Board of Directors.
 - K. Solar panels are prohibited per the Walden Master Association.

Condominium Association Responsibilities:
The Association is responsible for the reasonable maintenance of the following:

1. Building Roofs.
2. Siding and trim.
3. Roof drains and downspouts.
4. Driveways and parking spaces.
5. Landscaping, including grass cutting, fertilization of lawns, common area gardens, trees and shrubs.
6. Exterior extermination services **ONLY**.
7. Entrance signs.
8. Electrical power to the mail hut & entrance signs.
9. Insurance on common and limited common elements.
10. Snow removal on driveways, roadways and parking areas.

II. *Limited Common Elements*

Limited Common Elements- Certain parts of the common elements are built and designed specifically for each individually owned condominium unit (e.g. patios).

These are designated common elements because they are owned by all unit owners together and the Association has control over how they are to be maintained. Their complete designation is, however, “limited common elements” because they are private to and serve only one condominium unit owner. For example, the private patio associated with a particular condominium unit is for that owner’s use only, and the cost to repair and maintain it is the owner’s expense. However, the Association has the right to dictate to the unit owner how repairs are to be made, and what can be stored or placed upon the patio, etc. Fire pits/open fires are NOI allowed on any Limited Common or Common Areas of the property.

III. *Individual Unit*

Individual Unit- The boundaries of the individually owned condominium unit and everything within these boundaries are built and installed for the exclusive use of said unit. This is the owner’s responsibility to maintain.

- A. Units shall not be occupied by more than one single family.
- B. A portion of the unit may be used as an office or studio, provided that no industry, business trade, occupation or profession of any kind, commercial, religious, education or otherwise, shall be conducted, maintained or permitted to operate from The Gardens of Walden condominium units.

Unit Owner Responsibilities:

1. All doors, screen doors and glass doors.
2. All windows, window frames, window sashes, window screens, window glass and skylights.
3. Gas, electric, water and other utility service lines, pipes, wires, and conduits serving one unit.
4. All heating, cooling and ventilation equipment.
5. Patios, sidewalks and access ways.
6. Walls, ceiling and floor of garage.

7. All mechanical apparatus/repair and replacement of appliances, fixtures, all equipment and interior walls and alterations thereto.
8. Insurance for private homeowners' coverage (H-06 policy).
9. Any additions or changes constructed by a unit owner.
10. Repair and/or replacement of any limited common or common elements area item damaged by the unit owner, family, or guest due to accident or neglect.
11. Maintenance of chimney flues and chimney caps.
12. Painting/replacement of garage doors.
13. All interior extermination.

IV. *Personal Property*

- A. All personal property such as bicycles, toys, pools, etc., must be stored in the units or their garages.
- B. No items of personal property may be kept in common elements. Examples are: flower pots, sculptures, reflectors, etc.
- C. No clothing, sheets, blankets, laundry or any other article may be hung out or exposed on the property.
- D. The Association may remove and store any and all items left in the common elements.

V. *Storm Sewers*

- A. No oil, solvent or any other volatile or flammable material may be poured or allowed to spill into storm sewers, driveways or common elements.

VI. *Garages*

- A. Garage doors must be closed when not in use and kept in working order.
- B. The garage must be used as the primary parking space.

VII. *Rubbish Removal*

- A. Rubbish, trash or other items to be disposed must be placed in an appropriate container or sealed bag.
- B. Rubbish shall not be put out prior to 6:00pm the evening before trash pickup is scheduled.

- C. All containers must be removed from common elements within twelve (12) hours of collection and must be stored in the garage.

VIII. *Parking and Motor Vehicles*

- A. The speed limit in the parking and access area is five (5) miles per hour.
- B. There shall be no parking or driving of any vehicle, bicycle or moped on any grass area.
- C. There shall be no parking of any vehicles in excel of three quarter (3/4) ton capacity or any vehicle licensed, painted, signed or equipped for commercial purposes on the condominium property.
- D. Vehicle repairs shall be limited to the owner's garage or in front of the garage and shall not be under repair for more than twenty-four (24) hours without prior consent of the Board. Absolutely no fluids may be drained on driveway or common areas.
- E. The following vehicles are prohibited on the property: trailers, motor homes, camping vehicles, house trailers, horse trailers, boats or boat trailers.
- F. Disabled, inoperable or abandoned vehicles may not be left on the property for more than forty-eight (48) hours. **A vehicle may not be stored in the parking areas.**
- G. Drive aprons must be kept clean of all debris, grease, oil, etc., at the owner's expense.
- H. All residents must use the garage as their primary parking space.
- I. All vehicles on the property must bear current license tags.
- J. No vehicles, except for a visitor's vehicle, shall park in areas designated for visitor parking.
- K. Any vehicle found in violation of the Rules and Regulations may be towed and stored at the owner's expense, in addition to any other remedies of the Association.

IX. *Pets*

- A. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements and facilities, except that dogs, cats or other household pets may be kept in units, subject to the Rules and Regulations, provided that they are kept, bred or maintained for commercial purposes.

- B. ALL PETS are to be hand-leashed at all times when outside of the unit. Pets are not permitted to run free. They must be accompanied by their owners.
- C. Pet owners shall be held liable for any and all damages caused by their pets to any common property including, but not limited to shrubs, bushes, trees and grass.
- D. NO PET shall be tied outside a condominium unit.
- E. Pet owners are responsible for immediate clean up after their pet.
- F. Courtyards are NOT to be used as a kennel/pen for pets.

X. Sale or Lease of a Unit

- A. Sale of a Condominium Unit
- 1.) Except as otherwise provided, signs are prohibited without prior, written Board approval.
 - 2.) Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangement for a maintenance fee update letter and certificate of insurance for the buyer.
 - 3.) The new Unit Owner is required to provide the following to the Management Company:
 - a. Names of all occupants;
 - b. Home and business mailing addresses;
 - c. Home and business telephone numbers;
 - d. Name, business address and telephone number of any person who manages the Unit on behalf of the Owner;
 - e. Sales price;
 - f. Mortgagee.
 - 4.) The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
 - 5.) The seller is responsible for providing the following information to the buyer:
 - a. Copy of the Declarations and Bylaws, and any amendments;
 - b. Copy of the Rules and Regulations;
 - c. Unit access door key(s), mailbox key(s), garage door key(s) and garage door remote(s).

B. Rental of a Unit

1. No Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to other for business, speculative, investment or any other purpose subject to the following:
 - a. The above does not apply to:
 - 1.) Units that are occupied by the parent(s), child(ren), brother(s), or sister(s) of the unit owner; or,
 - 2.) Any Unit Owner leasing or renting their Unit at the time of recording of the amendment and who has registered their Unit as being leased with the Association within 90 days of amendment being recorded.
2. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit to a specific renter/tenant for a one-time period of no more than 24 consecutive calendar months. The Unit Owner:
 - a. Must provide the Board with prior, written notice at least 10 business days prior to the commencement of lease.
 - b. Cannot be more than 30 days delinquent in any assessment or other payment due to the Association.

XI. Collection Policy

- A. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the twentieth (20th) of the month.
- B. An administrative late charge of Fifty Dollars (\$50.00) per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
- C. Any payments made shall be applied in the following order:
 1. Administrative late fees owed to the Association.
 2. Collection costs, attorney's fees incurred by the Association.
 3. Principal amounts owed on the account for common expenses and assessments.
- D. Any past due assessments may cause a lien and

- foreclosure to be filed against the owner.
- E. Any cost, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
- F. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure in response to such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

XII.

Complaint Procedure

- A. Complaints against anyone violating the rules must be made to the Board of Directors IN WRITING, and must contain the signature of the individual filing the complaint. The Board will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.
- B. If the reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

XIV.

Enforcement Procedure

- A. The owner shall be responsible for any violations of the Declarations, Bylaws, or Rules and Regulations by the owner, guests, or occupants of his/her unit.
- B. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Associations governing documents, as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.

- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day assessments MAY be levied by the Board against an owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
1. Written notice will be served upon the alleged responsible owner specifying:
 - a.) A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b.) A description of the property damage or violation; and
 - c.) The amount of the proposed charge and/or enforcement assessment; and
 - d.) A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than ten (10) days of due date.

XIII. Annual Meeting

The Annual Meeting is held in October. Unit owners are encouraged to attend and vote on pending matters and elect Board members. Proxy ballots are provided to insure a quorum.

HELPFUL TELEPHONE NUMBERS

AURORA SERVICE NUMBERS

| | |
|----------------------------------|----------------|
| Emergency, Fire, Police, Medical | 911 |
| Poison Control Center | (800) 222-1222 |
| Aurora Police Department | (330) 562-8181 |
| Aurora Fire Department | (330) 562-7171 |
| Aurora City Offices | (330) 995-9116 |

WALDEN NUMBERS

| | |
|-------------------|--|
| Walden Security – | See www.waldenofaurora.com |
| Clubhouse Number | (330) 995-3111 |
| Barn Dining | (330) 562-7136 |
| Country Inn | (330) 562-5508 |