



# **RULES AND REGULATIONS**

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Also available on the Association's Website at [www.reflectionsathiddenlake.com](http://www.reflectionsathiddenlake.com)

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## **I. INTRODUCTION**

These Rules and Regulations are intended to supplement and to implement the covenants, conditions and restrictions as contained in the Declarations and Bylaws.

All rules, regulations, restrictions, definitions and covenants contained in the Declaration and Bylaws are incorporated as part of these Rules and Regulations. Applicable law shall apply first and in order to the Condominium Property Act, Declaration, the Bylaws and finally the Rules and Regulations.

These Rules and Regulations are binding on all Unit Owners, tenants, their families and guests.

Revisions to the Rules and Regulations will be made available to all Unit Owners.

## II. DEFINITIONS

**Association:** The Association consists of all of the Unit Owners acting in accordance with the Declaration and the Bylaws.

**Management Company:** The company contracted by the Association to manage the day-to-day administration of the Property as directed by the Board.

**Board:** The Board of Directors comprised of five elected Unit Owners who handle the administrative management of the Association. Board terms are for 1 year and the positions are unpaid.

**Common Elements:** All portions of the Property, except the Units, including Limited Common Elements unless otherwise specified.

**Limited Common Elements:** The portion of the Common Elements reserved for the use of a unit to the exclusion of other units, including but not limited to patios, balconies, porches, driveways, and landscaping areas abutting the unit.

**Property:** The land and buildings.

**Unit:** Any part of the Property designed and intended for use as a residence.

**Unit Owner:** The person/s or entity that holds the title to or mortgage on the unit.

**Guests:** Any person visiting. Unit Owners are responsible for the actions of their Guests.

**Tenant:** The person or persons leasing a Unit from a Unit Owner. Tenants are subject to the same rules and regulations as the Unit Owner.

## III. RESPONSIBILITIES

### ASSOCIATION RESPONSIBILITIES

Maintain and repair/replace:

- Concrete walks
- Brick facades and siding
- Roof structures
- Landscaped areas, including mowing, fertilizing and weeding the lawn, trimming bushes and trees, and assisting with removal of dead plant material.
- The exterior fire alarm panel
- All utility lines until they split to service each unit
- Those portions of sewer and water lines until they split to service each unit
- Exterior painting
- Gutters and downspouts
- Roof vents

- Chimney sheet metal above the roof line
- Exterior light fixtures, garage light bulbs and sensors

### **UNIT OWNER RESPONSIBILITIES**

Maintain and repair/replace:

- Doors, storm doors, skylights, windows and frames
- Balconies and patios
- Garage door and all garage door mechanicals (rollers, springs, handle, lock, etc.)
- Mechanical equipment located inside the unit
- Door handles and locks to the Unit/garage
- Dryer vent and bathroom fan venting
- Interior drywall/decorating
- Air conditioner, and support upon which the unit sets
- The water spigot for hoses
- Utility lines after they split to service one unit only
- The fire alarm components inside the Unit. Access to the Unit by a fire alarm service company will be freely given during testing/replacement procedures
- Maintain landscaped areas, including watering grass, trees and bushes
- Planting new or replacement shrubs along the foundations of the units.

## **IV. RULES AND REGULATIONS**

### **A. EXTERIOR**

#### **1. ALTERATIONS/MODIFICATIONS**

- a) Any construction, improvement, addition or alteration to the exterior of any dwelling unit must be specifically approved in writing by the Board.
- b) The Unit Owner must complete and submit to the Board an Architectural Modification Form (Exhibit E) and abide by its terms and conditions.
- c) Window and door replacements require certain specifications to ensure uniform aesthetics. Window and Door Specifications can be found in Exhibit D.
- d) No alteration or attachments of any kind may be made to the exterior portions of any unit including hanging pots, wind chimes, flag holders or any other adornments.
- e) Any awning, canopy, exterior shutters or shades (excluding the decorative shutters found on the building) are prohibited.
- f) See also "Front doors" and "Garages" for further specifics.
- g) Exterior Wiring – All exterior wires must be hidden from view. Nothing is to be drilled into or exposed on the outside of the siding. Any costs related to having to repair or remove siding will be charged to the unit owner. Management should be

contacted prior to working with providers such as Comcast, AT&T, etc. to avoid issues.

## **2. EXTERIOR LIGHTING**

- a) All exterior light bulbs must be standard, clear or white bulbs.
- b) Unit Owners are responsible for replacing the light bulbs in the porch, patio and balcony fixtures. The Association will replace bulbs and sensors in the exterior garage fixtures at no charge.
- c) Malibu-style lights on limited common elements are permitted, provided they pose no safety hazard and are well maintained.

## **3. FLAGS/BANNERS**

- a) In compliance with the Illinois Condominium Property Act (section 18.6), Unit Owners/Tenants may display an American flag or military flag with the following restrictions: the flag must be in front of a unit, on a flagpole (not to exceed a height of 10 feet) that is anchored in a flowerpot, flag stand or other secure, non-permanent holder.
- b) Flagpoles may not be permanently installed in the flowerbed or grassy areas.
- c) Flag holders attached to the building are prohibited.
- d) Display of a flag/banner other than the American flag or a military flag is prohibited.

## **4. FRONT DOORS, STORM DOORS AND SCREEN DOORS**

- a) Front doors must be painted the existing, original color only. Paint specifications are available by contacting the management company.
- b) All storm/screen doors must be white "full-view" and may have one horizontal cross bar in the middle of the door. (See Exhibit B for drawings of acceptable storm/screen doors. Any manufacturer may be used. Proper submission and approval of an architectural change form is required prior to any work taking place.
- c) Exterior bars or decorative attachments are not allowed on the storm doors.

## **5. GARAGE SALES**

- a) Garage sales are permitted ONLY at the time of an association-wide garage sale.

## **6. GARBAGE/TRASH AND RECYCLING**

- a) Violation of the following rules will result in an immediate fine, issued daily. No warning will be issued.

- b) Trash bags or any other types of garbage containers are not allowed other than the approved vendor receptacles.
- c) Unit Owners/Tenants must display their address on their garbage containers and recycling bins.
- d) Garbage and recycling may be placed outside for collection after 4pm on the day prior to collection. This includes oversized items or trash from work being done in the home, for example: carpeting, appliances, furniture, etc. A call to the garbage collection company must be made prior to pickup of oversized items.
- e) Currently, Thursday is the normal collection day. Collection may be a day later if there is a holiday preceding the regular Thursday collection.
- f) All garbage and recyclables must be secured to prevent littering.
- g) All garbage containers and recycle bins must be removed from the common area by the end of garbage collection day and must be stored inside.
- h) In circumstances where garbage cannot be collected — for example: strikes, natural disasters, etc. — it is the Unit Owner/Tenant's responsibility to keep their garbage and recycling inside until an alternate collection date is given.
- i) Picking through or adding to another's garbage or recycling container is prohibited.
- j) Unit Owner/Tenants are responsible to clean up litter from their garbage or recycling before and after collection.

## **7. GRILLS AND FIRE PITS**

- a) Grills can only be used on the patios or balconies. Use in any other area is prohibited.
- b) Propane containers may never be stored inside the garage or Unit.
- c) Used charcoal ashes must be safely disposed of in the garbage.
- d) Grills should not be stored or used in any way that creates a safety hazard to other residents or the buildings.
- e) No fire pits or open flame devices may be used on the patios, balconies or anywhere on condominium association property as this is a fire hazard.

## **8. GROUNDS AND LAKE**

- a) Feeding wildlife is prohibited.
- b) Fishing, boating, skating, swimming and wading are prohibited. Children and pets must be supervised at all times while near the lake area.
- c) Throwing anything (dog waste, garbage, stones, etc.) into the lake, wetlands or wooded areas is prohibited.

## **9. LANDSCAPING/PLANTS**

- a) Landscaping beds are limited to non-grassy areas. Planting may not interfere with the functions of any landscaping equipment.
- b) Vegetable or fruit plants are not permitted.
- c) Unit Owners/Tenants are responsible for the care and maintenance of any flowers or plants in their landscaping beds. Failure to do so will be addressed by the Association and any related costs will be charged back to the Unit Owner.
- d) Plants or vines that cling to, crawl or attach to any part of the unit building are prohibited.
- e) Fences and other "barrier" type objects 12 inches or higher are prohibited between patios.
- f) Damage to turf or other Common Property will be repaired or replaced at the expense of the Unit Owner.
- g) Dead plant materials in the landscaping beds will be removed for Unit Owners if they notify the Management Company. It is the Unit Owner's responsibility to replace the plants removed.
- h) Landscaping changes require a modification form and is subject to Board approval.
- i) Garden hoses must be neatly stored next to the building or inside the garage. Hoses must be disconnected from the spigot during the winter season.
- j) Hose holders cannot be attached to the building.

## **10. MAINTENANCE REQUESTS**

- a) All non-emergency maintenance requests must be made in writing to the Management Company. Requests may be made through the US Postal Service, email or online.
- b) Emergency calls may be placed to the Management Company 24-hours a day. For emergency calls that are not the responsibility of the Association, any related charges will be charged back to the unit owner at \$100/hr. Examples include but are not limited to leaking toilets/pipes and interior mechanical issues.

## **11. PATIOS / BALCONIES / PORCHES**

- a) Balcony maintenance and replacement is the responsibility of the Unit Owner. Balconies will be inspected annually to identify maintenance issues (peeling, fading, structural issues, etc). Unit Owners may be required to re-stain the balcony



within 90 days of written notification. Failure to comply will result in a fine of \$10/day until completed.

- b) Any object on the balcony must be secured safely. Nothing can drip or fall from the balcony to the patio or ground below.
- c) First floor ranch units may not attach anything to the any part of the balcony above them.
- d) Patios, balconies, and porches cannot be enclosed in any way.
- e) Altering the patios, balconies, or porches is prohibited. This includes changing the balcony stain color, replacing the patio or porch concrete with paver bricks, enlarging, building a deck over the existing concrete area, etc. The only exception to this rule is specified below:

Owners are permitted to install patio blocks or paving stones next to their concrete patio upon completion of an Architectural Change Form and only after receiving written approval by the Board. Patio blocks or paving stones selected must be of earthen tones. No patio shall extend further away from the condo than the end of the concrete patio and may not take up more than half of the owner's mulch bed ending at their shared wall. The patio shall not exceed 3.5 ft. x 8 ft.. No items other than one bench or grill shall be placed upon any such patio surface. The maintenance of the patio blocks (keeping blocks & pavers level, weed free and replacing any cracked blocks) is the owners' responsibility. Any patio deemed unsafe or unsightly shall be repaired by the owner within 30 days. Any owner failing to properly maintain their patio may be fined and/or the Association, at its discretion, may repair or remove the patio and restore the area back to its original condition. Any costs incurred shall be billed to the owner. The Association is not responsible for replacing the patio if exterior Association work requires the removal of the patio.

- f) Blankets, rugs, paper or laundry of any kind cannot be visible on any part of the Common Elements and Limited Common Elements, including patios, porches, balconies and windows.
- g) Lawn furniture and potted plants only may be kept on patios, balconies, and porches. Grills are permitted on patios and balconies only.

## **12. ROOFS**

- a) The Association is responsible for interior damage from roof leaks. Drywall will be repaired to a prime coat, ready for final painting by the Unit Owner/Tenant.
- b) To prevent potential damage and insurance liabilities, only authorized personnel are allowed on our roofs, and then only after signing a release filed with the Management Company. (Exhibit F)
- c) If the Unit Owner hires a contractor for window washing or contractors need to be on roof for any reason, damage and liability will be at the Unit Owner's expense.

## **13. SATELLITE DISHES**

- a) Requests to install any satellite dish must be made in writing to the Management Company for Board approval. There are limitations on where dishes can be installed and these must be reviewed on a case-by-case basis.
- b) Roof mounting of a dish is never permitted.
- c) If a dish is installed improperly the Association will send a warning and/or fine accordingly. If the dish is still not removed, the Association will remove it. The Unit Owner will be assessed all costs and fees for removal.

## **14. SEASONAL/HOLIDAY DECORATIONS**

- a) All decoration displays are subject to the Board's discretion.
- b) Seasonal decoration display is limited to 30 days before and must be removed no later than 30 days after the holiday date coinciding with the decorations.
- c) Decorations may be displayed on the unit's entrance door, porch, balcony, or patio and limited common elements.
- d) All decorations must be safe and pose no hazard.
- e) Attaching decorations to the exterior of the building is prohibited. The only exception is stringed Christmas lights attached to the gutter.
- f) Due to a potential fire hazard, no decorations may be placed around any exterior light fixture.
- g) Colored lights are prohibited in any exterior light fixture.
- h) Inflatable decorations anywhere on the property are prohibited.
- i) Decorations on the lawn are prohibited at any time.
- j) Any property damage will be repaired at the Unit Owner's expense.

## **15. SIGNS**

- a) Advertising, political, religious, or commercial service signs may not be displayed. Any other sign is subject to Board approval.
- b) See "Sales/Moving" for additional sign rules.

## **16. SNOW REMOVAL**

- a) Snow will be removed from driveways, sidewalks, porches and front walkways of units when at least 2 inches of snow has fallen in one storm.
- b) Removal will commence when the bulk of the storm has passed and the snow has tapered off or stopped.
- c) Driveways will be plowed only if cars have been removed. The snow removal company will not plow/shovel around your car.
- d) The Association does not provide de-icing services.
- e) The City of Darien is responsible for plowing the streets. If you have concerns about how the streets are plowed, please contact the City.

## **17. WINDOWS AND SKYLIGHTS**

- a) Any interior water damage from a skylight is the sole responsibility of the Unit Owner.
- b) Repair and/or replacement of any skylight is the sole responsibility of the Unit Owner.
- c) The Management Company must be notified of any repair work performed on a skylight and the repair work must have written board approval.
- d) Repair and/or replacement of any window is the sole responsibility of the Unit Owner. This includes caulking if a leak occurs. All caulking must match the existing color.

## **B. INTERIOR**

### **1. EXTERMINATION**

- a) The Association is not responsible for the removal of any pest or animal that enters a building.
- b) The Association will arrange for removal of large bee/wasp nests on a building.
- c) If a building has a confirmed infestation of pests, the Association will arrange for the extermination of the whole building and the building's Unit Owners will share the cost equally.

### **2. FIREPLACES**

- a) Unit Owners with fireplaces must keep them in proper working order so as not to create a safety hazard.
- b) All Unit Owners with wood burning fireplaces are required to have the fireplace cleaned and inspected annually.

### **3. WINDOW TREATMENTS**

- a) All window treatments visible from the exterior must be a neutral color and maintained in good condition.
- b) Sheets, plastic, paper, etc are prohibited except for temporary use during a move-in. "Move-in" period is defined as fourteen (14) days from your closing or lease start date.

## **V. PETS**

- a) Violation of the following rules result in an immediate fine, no warning will be issued. Each and every violation results in a fine.
- b) Only animals legally permitted by the City of Darien or reasonably considered to be household pets, shall be kept anywhere on the property.
- c) Households are limited to a total of 3 pets.
- d) Pets cannot be kept, bred or maintained for any commercial purpose.
- e) Pets must be leashed and under a person's control at all times while outdoors. Physical and behavioral control of the animal must be maintained at all times.
- f) Pets must not be left unattended, staked or tied outdoors.
- g) Pets may not be walked behind or between the townhomes.
- h) The ONLY permissible place for pets to relieve themselves is in the parkway, the grassy area between the street and sidewalk.
- i) Pet walkers are responsible for immediately removing pet waste from the parkway. Pet waste must be kept inside unit until garbage collection.
- j) Pets may not be bathed or groomed in any common area.
- k) Damage by pets to any common elements will be assessed to the Unit Owner.
- l) Outdoor dog/pet houses are prohibited.
- m) Repeated pet violations or pet physical aggression/harm may result in required removal of the pet.

## **VI. VEHICLES, PARKING, DRIVEWAYS, GARAGES**

The Association has a contract with a towing company. Any Unit Owner/Tenant who violates a vehicle rule is subject to towing at the vehicle owner's expense. An additional fine may also be imposed on the Unit Owner.

### **A. GENERAL RULES**

- a) Driveway asphalt maintenance is the responsibility of the Association.
- b) Damage to driveways caused by poorly maintained vehicles, including excessive staining, will be repaired at the Unit Owner's expense.
- c) All vehicles, parked or driven, are restricted to paved surfaces.
- d) Driving over other residents' driveways and over rocks between driveways is strictly prohibited. This causes severe damage to the driveway foundation and can

result in driveway cracking. Damage caused by driving over the rocks will be assessed to the Unit Owner.

- e) Storage of play equipment is not allowed on any driveway or common area.
- f) Snowmobiles and All Terrain Vehicles (ATVs) may NOT be operated anywhere on the property.
- g) Minibikes, mopeds and motorcycles shall not be operated on the property except for the purpose of entering or exiting the community and must be stored in the garage.
- h) Repairs or maintenance to vehicles is not permitted on driveways or in guest parking. Simple things such as washing a vehicle, changing a flat tire, jumping a dead battery, checking oil, and adding window-washing fluid are permitted. Changing the oil is not permitted.

## **B. PARKING**

- a) Parking on the street in Darien is prohibited between 2:00 a.m. and 6:00 a.m. The Darien Police Department must be notified of any need to park on the street during these hours. Failure to do so will result in a parking ticket.
- b) Parking is prohibited within 15 feet of fire hydrants and 30 feet of stop signs.
- c) All vehicles parked anywhere on the property must be operable and have a valid state license plate. Abandoned or inoperable vehicles will be towed.
- d) Parking on the street is not allowed for 24 hours after a snowfall of at least 2 inches.
- e) Parking over the sidewalks is strictly prohibited. The entire width of the sidewalk must be clear and un-obstructed at all times. This is a Darien ordinance and is subject to ticketing and/or fines from the Association.
- f) Parking of any motorized vehicle is prohibited on grassy common areas.
- g) A vehicle may not be parked, maintained or stored so as to obstruct passage of another resident's vehicle.
- h) Parking in the driveway is prohibited for the following: buses, travel trailers, boats, motorcycles, recreational vehicles, campers, motor homes, and trucks. Pick-up trucks with a B TRUCK license plate are permitted.
- i) A trailer or recreational vehicle may be parked in the driveway for a period of time not exceeding 12 hours for the purpose of loading and unloading only.
- j) Commercial vehicles providing service to residents may park in driveways only when being used for their normal commercial purposes. Any vehicle licensed as a "commercial vehicle" shall be considered a commercial vehicle and constitutes a non-permitted vehicle. Additionally, vehicles with snow plows attached, commercial

ladder rack(s), visible ladder(s) / construction equipment and/or visible conduit carrier(s) are considered non-permitted vehicles.

- k) Unit Owners/Tenants vehicles that display commercial/business lettering and/or logo(s) must be parked in the Unit Owner's garage. Parking of these vehicles is not allowed in guest parking or in driveways.

### **C. GARAGES**

- a) Garage doors must be kept closed when not in use to deter opportunistic crime and animal infestation.
- b) Any storage or activity in the garage must not be offensive or create a danger to the building or community.
- c) Damaged garage doors are the responsibility of the Unit Owner to repair or replace. This includes damage caused by acts of vandalism. Repairs or replacement must be completed within fourteen (14) days of damage.

### **D. GUEST PARKING**

- a) Guest parking areas are for the short-term use of private, non-commercial and non-recreational vehicles of guests only. Guest parking is not for resident use at any time.
- b) Vehicles parking for more than 24 hours in guest parking areas must notify the Management Company before doing so.
- c) All vehicles parked in guest parking must have a fully completed Guest Parking Pass (Exhibit C) visible on the dashboard through the driver's side window. Vehicles without this parking pass are subject to towing.

## **VII. CONDUCT**

- a) No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or common elements on the property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall be, in the judgment of the Board, a cause of unreasonable noise or disturbance to the other unit owners and other parties. In the event of any default of any unit owner in the performance of their obligations under the Illinois Condo Property Act, Declaration or the Rules and Regulations of the Association, the Board or its agents shall have the right and remedies including the right to maintain an action for possession against such defaulting unit owner for the benefit of the other unit owners in the manner prescribed by the Illinois Civil Procedure Act.
- b) Disorderly conduct (fighting, brawling, obscene or rude behavior in public, etc) is prohibited.
- c) Loud noise, inside or outside, is strictly prohibited from 10pm to 7:30am 7 days a week.
- d) Extreme noise (fireworks, blaring music, screaming, racing engines, etc) is prohibited at all times.

- e) Playing near the pond, behind or between buildings or wetlands is prohibited.
- f) Ball playing or flying objects of any kind on the property is prohibited.
- g) Leaflets, posters or flyers cannot be attached to mailboxes or placed on doors.
- h) Littering of any kind is prohibited.
- i) Any damages caused by Unit Owners, tenants, or their visitors will assessed to the Unit Owner.

## **VIII. INSURANCE**

- a) The association keeps a master insurance policy for the buildings. This is a large expense of which all Unit Owners pay a portion. Unit Owners must not engage in any activities that could threaten the loss of the policy or cause an increase in policy premiums.
- b) The Unit Owner and /or Tenant are responsible for providing insurance for the contents of their unit and damage to any limited common elements. The following insurance policies will generally meet these requirements:
  - Unit Owner occupied unit - HO-6
  - Unit Owner renting a unit – Rental Condominium Unit Owner’s Policy
  - Tenant - HO-4, Renter’s InsuranceConsult your insurance agent to ensure proper coverage.
- c) The Unit Owner is responsible for obtaining insurance for personal liability.
- d) The Association’s insurance policy does not include coverage for ice damming or mold. Unit Owners should check with their own insurance agency for additional information.
- e) Each Unit Owner affected by property damage or loss will be responsible for their portion of the master insurance policy deductible.



## **IX. UNIT SALES AND MOVING**

- a) Violation of the following rules result in an immediate fine, no warning will be issued. Every violation results in a fine.
- b) Accounts must be current to receive a Paid Assessment Letter. Unit Owners with outstanding debts to the Association will receive a Closing Letter that details the amount owed the Association. Unit Owners must pay this amount prior to or at the closing. There is a fee to obtain a Paid Assessment/Closing Letter. The Unit Owner must provide to the Management Company a formal written notice of intent to sell and proposed date of closing. Included must be the name, address and phone number of the proposed new Unit Owner. This information must be provided at least thirty (30) days prior to closing to ensure enough time to provide a Paid Assessment/Closing Letter.
- c) The Unit Owner of a leased unit must provide to the Management Company a formal written notice of all lease terminations. Included must be the move-out date, as well as the name, address, phone number and proposed move-in date of any new tenants. This information must be provided at least thirty (30) days prior to a tenant move-out.
- d) The Management Company will inspect the premises before and after a move-out to determine if there has been any damage the common elements. There is a \$75 fee for this inspection that must be paid by the Unit Owner to the Management Company prior to the move-out. This applies to lease terminations and unit sales.
- e) If there is damage or needed debris removal resulting from a move out or move in, all costs incurred will be the responsibility of the new Unit Owner.
- f) Nothing may be moved in or out through windows or over the balcony.
- g) Parking or driving on lawns during a move-in or move-out is prohibited.
- h) A move-in or move-out is permitted only between the hours of 7:30 a.m. and 10:00 p.m.
- i) Owners/Tenants may use portable storage containers (such as PODs) and dumpsters/oversized trash receptacles for renovations/debris removal provided the following:
  - The owner provides proper protection to the driveway surface.
  - The owner provides specific dates of delivery and removal.
  - The owner receives written permission from management prior to delivery.
  - Failure to receive permission will result in immediate fines.

## **X. VIOLATIONS AND FINES**

- a) In accordance with the Illinois Condominium Property Act, any alleged violation of the provisions of the Declaration, Bylaws or Rules and Regulations should be reported to the Management Company. Reports may be made by a Unit Owner, a Tenant, or the Management Company. A written report may be requested.
- b) Photographs, video recordings, and/or tape recordings of an alleged violation are encouraged and may be used as evidence.
- c) The Unit Owner charged with the alleged violation will be notified. An investigation may be conducted.
- d) If a Unit Owner believes that the alleged violation is in error, they may present themselves at the next regularly scheduled Board meeting for a violation hearing. At that time, they will have the opportunity to present evidence and/or witnesses to challenge the allegation.
- e) The Board will meet after a violation hearing to find for or against the alleged violation. The Unit Owner does not attend this meeting.
- f) The Board will notify the Unit Owner of a substantiated violation in writing and a fine may be assessed. The Unit Owner will be assessed the fine and any additional expenses in their regular monthly assessment account.
- g) All hearings shall be closed.
- h) A violation will result in a warning or an immediate fine.
- i) Each individual fine is \$100.
- j) The Board shall also have the authority to assess a daily fine for violations of a continuing nature in an amount determined by the Board for each day that the violation remains uncured. In the event the Owner has been fined for the same continuing violation within the last year, the Board shall have the authority to assess a daily fine in an amount determined by the Board for each day that the violation remains uncured.
- k) In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable.
- l) In the event any violation has resulted in damages the Unit Owner will be assessed for repair or replacement.

## **XI. LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS**

- a) A Unit Owner who does not live in their unit must provide the Management Company with their permanent home address and home, work, and/or cell phone numbers where they may be reached in an emergency. If an Owner fails to provide the information, any expenses incurred in locating a Unit Owner shall be assessed to the Unit Owner and any notices will be sent to the Unit address.
- b) The Board shall not be liable for any loss, damage, injury or prejudice to the rights of any Unit Owner caused by delay in receiving a notice.
- c) The Unit Owner must lease the entire unit for no less than 1 year. The Unit may not be leased to more than 2 people. This applies to actual names on the lease, not Unit occupants. The Unit may not be used for transient or hotel purposes.
- d) The Property shall be for residential use only.
- e) Each lease shall be in writing and shall contain the following provision: "This lease is subject to compliance by the LESSOR and the LESSEE, WITH ALL THE PROVISIONS OF THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE REFLECTIONS AT HIDDEN LAKE CONDOMINIUM ASSOCIATION."
- f) The Unit Owner is responsible for providing the Tenants with a copy of the Association Rules and Regulations. Unit Owners are responsible for the acts of their Tenants.
- g) The Management Company must be given a signed, original lease prior to the occupancy date on the lease.
- h) All Unit Owners who lease must file a copy of the lease for the unit with the Management Company by the date of occupancy or within 10 days of signing the lease, whichever comes first.
- i) The lease shall be in conformity with the Declaration of Condominium Unit Ownership, Bylaws and Rules and Regulations, as amended from time to time. Such lease shall also have attached a "Rider to Lease". See Exhibit A.
- j) If a Tenant violates any provision of the Declaration, Bylaws or Rules and Regulations, the Board at its discretion shall determine what action or actions should be taken against the Unit Owner and/or Tenant. When the Board determines that a violation warrants termination of the lease, the Board may take action to terminate the lease.
- k) All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Unit Owner.
- l) Subleasing a unit is prohibited.
- m) The Management Company must be notified of tenants moving in and out and this is subject to the \$75 inspection fee noted in the Unit Sales and Moving section.

## **XII. ASSESSMENTS AND COLLECTIONS**

- a) All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first day of each month.
- b) A late charge of \$25.00 will be assessed to payments received after the 15th day of each month.
- c) A Unit Owner who is delinquent for 45 days or more will be sent a collection letter and may be subject to legal action. A Unit Owner may contact the Management Company for special consideration by the Board.
- d) The Unit Owner is responsible for all expenses and legal fees associated with collection.
- e) Consistent with the Statutes of the State of Illinois, the Association is authorized to pursue forcible entry and eviction proceedings for delinquent assessments and other monies owed to the Association. These proceedings may result in the Unit Owner's loss of possession of the Unit.

## **XIII. UNIT INFORMATION**

- a) Every Unit Owner is required to provide all information requested by the Association or Management Company within the specified time frame of the request. This includes Unit Owner/renter information sheets, copies of leases and any other requested or required information.
- b) If Unit Owner information changes, it is the responsibility of the Unit Owner to notify the Management Company within 30 days of the change and provide updated information.
- c) New Unit Owners are required to complete the information sheet within 30 days of their closing.

#### **XIV. DECK MAINTENANCE**

- a) Deck maintenance and replacement is the responsibility of the unit owner.
- b) Detailed deck replacement specifications have been developed for the Association and must be followed. These specifications are posted on the Association's website at [www.reflectionsathiddenlake.com](http://www.reflectionsathiddenlake.com).
- c) Staining the deck may be required by the Association, although no Owner may be required to do this more than every two years. Typically, the Board will review decks annually by May 31<sup>st</sup> to identify those in need of staining due to significant peeling or fading, incorrect existing stain color, etc. Owners will have 90 days to complete work after the Board notifies him/her in writing. If not completed, the owner will be fined \$10 per day until the deck is properly stained.
- d) The approved deck stain color is Cedar Bark SW 3511, Sherwin Williams Deckscapes semi-transparent stain. If you prefer to use a solid stain option, please call Sherwin Williams in Woodridge at 630-910-3350. They have a custom solid option that matches Cedar Bark. Tell them you live in Reflections.

**EXHIBIT A — RIDER TO LEASE**

This rider is added to the attached lease in accordance with the Rules and Regulations of the Reflections at Hidden Lake Condominium Association. By this rider the undersigned parties to said lease expressly acknowledge that, with the Declaration, every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the Bylaws and Rules and Regulations of the Association, and any failure by the Lessee to comply with the terms thereof shall be a default under the lease.

The Board shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal) LESSOR  
 (Landlord) LESSEE (Tenant)

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
 LESSOR (Landlord) LESSEE (Tenant)

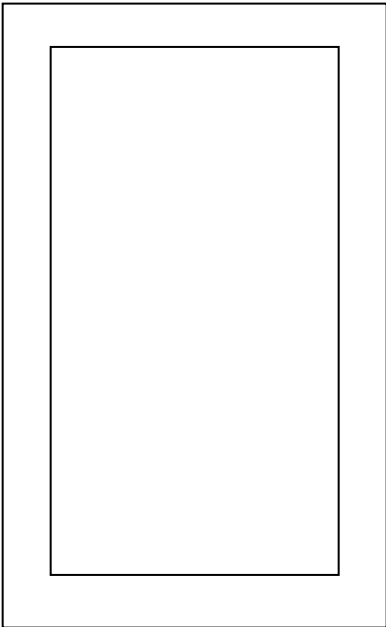
\_\_\_\_\_  
 Date

Note: A signed original of this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

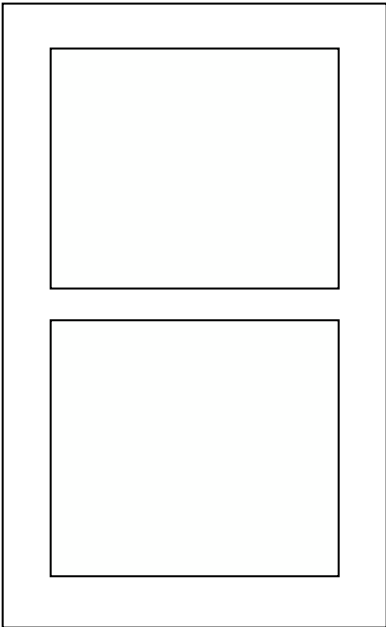
\*\*\*\*\*

LESSOR (Landlord) Information	LESSEE (Tenant) Information
Emergency Phone Numbers	Emergency Phone Numbers
Cell _____	Cell _____
Work _____	Work _____
Home _____	Home _____
Home Address	
_____	
_____	

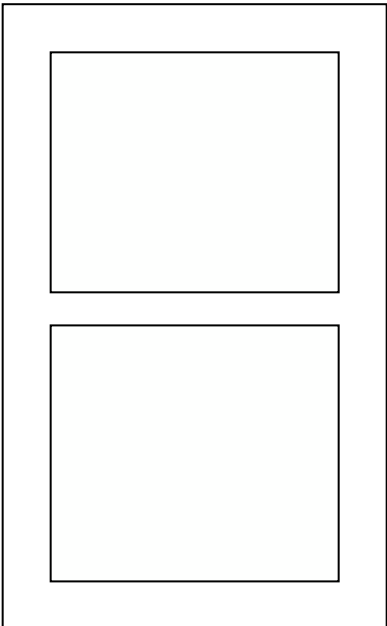
**EXHIBIT B — STORM DOORS**



FULL VIEW



TWIN-LITE



TRIPLE TRACK  
SELF STORING

EXHIBIT C — GUEST PARKING PASS

# Reflections at Hidden Lake Guest Parking Pass

Visiting: \_\_\_\_\_  
(Please list complete Reflections address – number and street)

Date(s): \_\_\_\_\_

**Please fill form out completely, in blue or black ink. (No pencil.)**

The completed form permits an owner of a vehicle to park in guest parking for one 24-hour period. Unit Owners with guests who need to park vehicles in guest parking longer than 24 hours should notify Elite Management Associates at 708-352-2870.

Cars with incomplete or improperly filled out forms are subject to towing.  
The completed form must be placed on the dashboard on the drivers-side of the car.



## **EXHIBIT D – WINDOW AND DOOR SPECIFICATIONS**

The following Window and Patio Door Guidelines have been prepared in an effort to further our goal of maintaining a consistent exterior appearance of the community.

**Color:** WHITE EXTERIOR is the only approved color.

**Type:** The original windows are aluminum. Although aluminum windows are still an accepted option, vinyl windows have been the most common replacement choice for owners due to energy efficiency and affordability.

### **Installation Guidelines:**

**Style:** The style of window being removed MUST be replaced with the same style window. For example, a picture window must be replaced with a picture window. Two panel sliding windows that are mullled (joined together) CANNOT be replaced with a 3 panel sliding window, and so forth.

**Opening sizes:** Opening sizes CANNOT be altered, either by increasing or decreasing the size of the opening. Quality replacement window companies offer custom sized windows that are carefully measured and manufactured to fit the existing opening.

**Aluminum Capping:** As part of the normal installation process it will be necessary for the Contactor to place an aluminum covered frame around the exterior edge of the new windows. It is CRITICAL for approval that the width of this frame NOT EXCEED 1-1/2" to 2".

*\*\*\*Note that the following areas on the property have had their window surrounds aluminum capped with approximately 5" of aluminum capping. As part of the normal process of installing your new windows, your contractor will remove this aluminum and replace it with new aluminum to match after the new windows have been installed. These locations include Mystic Trace, Ripple Ridge Cove, and Spring Court addresses.*

**Grids:** It is required that the grid pattern match exactly your current grid pattern, and be the existing flat style.

**Product Dimensions:** Approximately 2" is the ideal width of the Main Frame of both Windows and Patio Doors. Window Main Frames that have a contoured shape vs. a flat shape appear slimmer and therefore may be a more desirable option.

Approximately 1-1/2" to 2" is the ideal width of window sash frames (the frame surrounding the glass) and approximately 2" for patio door sash frames. Please note that most wood patio doors use wider sash frames and are generally unacceptable.

**Factory Mulls:** There are several window configurations in our community in which windows are Factory Mullled (joined together). It may be in the form of a rectangular transom above a window, a 1/2 round window above a picture window and/or two windows joined side by side. Each of these situations REQUIRES that the windows be ordered with a factory mull.

It is UNACCEPTABLE for the contractor to place wood between the windows in order to join them and then cover that wood with aluminum, doing so requires the use of a smaller window than normal, creating an unacceptable exterior appearance.

**Final Notes:** Exterior modification forms have to be submitted and approved by the Board for all window and doors installations. Failure to meet these established guidelines will result in the owner having to remove and replace the unapproved items at their cost.

DO NOT attempt to purchase stock size windows or patio doors and then attempt to modify the opening to make the windows or doors fit. This situation will not be approved.

Although not affecting the exterior appearance and therefore not an issue for having your project approved, State EPA laws require that new windows meet minimum energy efficient standards. Please be sure to consider this when replacing windows.

Exhibit E



**REFLECTIONS AT HIDDEN LAKE CONDOMINIUM ASSOCIATION**  
**Application for Architectural Modification**

*All alterations to the exterior of a unit must be submitted to the Reflections at Hidden Lake Board with a detailed drawing (8 1/2 x 11) including dimensions, and a full description of the materials and colors. Application will not be reviewed until all fields have been completed and support materials attached. Please return completed form to: Elite Management Associates, Inc., PO Box 628, Western Springs, IL 60558. The completed form can also be emailed to Brett Kovel: bkovel@elitemgt.net; or faxed to (708) 352-2871.*

*No work may commence without the written approval from Elite Management and the Reflections Board.*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Contact: \_\_\_\_\_

Type of Improvement: \_\_\_\_\_

Material(s) to be used: \_\_\_\_\_

Name of Contractor/Supplier: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Certificate of Insurance: Yes  No  Licensed: Yes  No

Is a Building Permit Required for this improvement? Yes  No  Permit #: \_\_\_\_\_

Are drawings attached? Yes  No  Website Link? \_\_\_\_\_

This application is valid for a period not to exceed (3) months from the date of Board approval. If a City of Darien Building Permit is required for the improvement, the Reflections Board approval is contingent upon obtaining such documents without zoning variance. The homeowner is required to call J.U.L.I.E at 1-800-892-0123 to have their utilities located before commencement of any work if required. Any damage to said utilities will be the sole responsibility of the homeowner.

I understand the proposed modification must be in compliance with the Declaration of Condominium Ownership Easements, Restrictions and Covenants and By-Laws for the REFLECTIONS AT HIDDEN LAKE CONDOMINIUM ASSOCIATION. I/we agree to abide by the rules set forth by the REFLECTIONS AT HIDDEN LAKE CONDOMINIUM ASSOCIATION and to be solely responsible for the upkeep, repair, maintenance and damages incurred as a result of this improvement. I am aware that failure to comply may result in charges to my account in order to restore the modification to its original condition.

Signature of Owner(s): X \_\_\_\_\_ Date: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

**Reflections at Hidden Lake Board of Directors Use Only**

Review	
Date:	_____
Approved	<input type="checkbox"/> Not Approved <input type="checkbox"/>
Comments:	_____
Committee Signature:	_____
Board Signature:	_____

Inspection	
Date:	_____
Inspected By:	_____
Completed as Planned	<input type="checkbox"/> Completed, Not as Planned <input type="checkbox"/>
Incomplete	<input type="checkbox"/> Not Begun <input type="checkbox"/>
Cancelled	<input type="checkbox"/>
Comments:	_____
Signature:	_____

**EXHIBIT F**

**REFLECTIONS AT HIDDEN LAKE CONDOMINIUM ASSOCIATION  
RELEASE AND HOLD HARMLESS AGREEMENT**

In consideration of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Contractor and Unit Owner(s), jointly and severally, shall indemnify, save, defend and hold harmless Reflections at Hidden Lake Condominium Association, its Board of Directors, its members, its agents, its representatives, and its employees from any liability, damages or claims, including legal fees and costs, resulting from, or in any way relating to personal property or injury to, or the death of, any individual as a result of any work being done at Reflections at Hidden Lake Condominium Association, located in Darien, Illinois. In addition, Unit Owner agrees to be responsible for any and all damage caused to the Common Elements, Limited Common Elements or other Units in the building as a result of the work being done.

**WAIVER OF LIABILITY**

The Contractor, Unit Owner and all participants assume all responsibility for all risks and hazards. I, on behalf of the contractor and owner do hereby release Reflections at Hidden Lake Condominium Association, its agent, its directors, officers and employees of any and all claims, demands, rights and causes of action of whatever kind and nature, arising from and by reason of personal injuries, damages to property, and the consequences thereof, resulting from work being done on the roof as described above.

*CONTRACTOR SIGNATURE:*

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

*OWNER SIGNATURE:*

(print) \_\_\_\_\_

(signature) \_\_\_\_\_ DATE: \_\_\_\_\_