



# **ASBURY WOODS CONDO ASSOCIATION**

## **Rules & Regulations**

**(2014 Revision)**

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## **ARTICLE 1. PREAMBLE**

Asbury Woods Condominium Association has legal restrictions. These legal restrictions are outlined in the Asbury Woods Declaration of Condominium Ownership. The Declaration and By-Laws give the governing Board of Directors the authority to further establish Rules and Regulations pertinent to the Association.

These Rules and Regulations have been adopted with the intent of providing the residents of Asbury Woods with a practical plan for day-to-day living in our community. The goal is to maintain the property as a first-class Association and to provide the residents with specific information that will be reviewed on an ongoing basis by the Board of Directors.

A successful Condominium Association is a community of owners who share pride of home ownership. It does not and cannot tolerate individual actions that will deter that pride. In order to have effective Rules and Regulations, the cooperation of all of the residents of the Association is required.

The governing Board of Directors operates like any other legislative body. Every year you elect the Board members who, in turn, meet and vote on the issues based on what they think the majority of Association owners want or the Declaration demands. Serving on the Board is strictly voluntary and without pay.

There are 21 buildings with 252 condominium owners in the Association, each presumably having different opinions and lifestyles, and yet living in very close proximity. Like all groups that wish to live in harmony, the Association must blend individual rights with the group desires. These regulations have been established to preserve the beauty and architectural design of this community, while allowing the owners to live in the manner and lifestyle they choose.

Because the owners will have different lifestyles, it is natural that there will always be some who oppose a particular regulation. For those in the minority on any specific regulation, please keep in mind two points:

- A. The Declaration under which the Association was formed regulates some aspects of community life to provide for the common good and the governing body under the Declaration making those decisions is a Board of Directors elected by the owners. Decisions by the Board are based on the idea of decision making by the majority.
- B. If you feel that a regulation is no longer shared by the majority, and is not a violation of any City, County, or State ordinance, the Declaration gives you the right to petition the community and establish what is, in fact, acceptable to the majority. If you violate a regulation and are fined, remember that this action is taken against you because the majority of Asbury Woods Condominium Association owners consider it to be just and proper. The majority ultimately determines policy for the Association, not Board Members or the Management Agent.

As long as the Rules and Regulations are consistent with the Declaration, they are binding on all owners, tenants and visitors, upon adoption of the Board of Directors. It is essential that each individual be familiar with all restrictions placed on the use of common elements as outlined in the Declaration and the Rules and Regulations. The Board of Directors will take any necessary action that needs to be taken to correct a violation against both the owner and the tenant of any property.

## **ARTICLE 2. ENFORCEMENT**

The Association is responsible for enforcing rules and regulations and may do so, if necessary, through legal action. The Declaration establishes the fact that unpaid fines and assessments form a lien against the unit on which they are not paid and such liens may reduce the ability of an owner to sell such a unit. The Association also furnishes recommended forms relating to the enforcement of these rules and regulations through its management agent. All forms are available upon request.

**Section 2.01 INTENT**

- A. The purpose of the enforcement section of these Rules and Regulations is to provide a governing mechanism that establishes the rights of an owner and a set of procedures that will enable the Board of Directors to reach decisions that will promote the common good of the Association.
- B. The Board reserves the right to consider mitigating circumstances when enforcing the Declarations or these Rules and Regulations. However, the integrity of the rules process requires that exceptions be few in number and their basis well documented. Such exceptions shall not constitute a waiver of the Association's right to enforce the Declaration and the Rules and Regulations in their entirety in the future.

**Section 2.02 NOTICE OF HEARING PROCEDURE**

- A. Any owner of a unit or the Management Agent on behalf of the Board of Directors shall have the right to file a complaint against another unit owner who is violating the Declaration or the Rules and Regulations of the Association. It is preferred that the complaining party first notify the unit owner verbally of the alleged violation and attempt to settle the problem directly with the offending unit owner before filing an official complaint.
- B. Although the Association prefers that problems be resolved privately between the interested parties, if a problem is a violation of the Rules and Regulations and it is not feasible or possible to settle the matter privately, the matter may be reported to the Board of Directors or Management Agent. A statement of complaint will be prepared by the Management Agent and forwarded to the complaining party for signature. The statement of complaint shall contain substantially the information set forth below:
  - 1. The name, address, and phone number of the complaining party.
  - 2. The offending resident's name, or the unit number and address of the unit where the offending resident resides.
  - 3. The specific details or description of the violation, including the date, time and location where the violation occurred.
  - 4. A statement by the complaining party that he will cooperate in the enforcement procedures and will provide testimony at the hearing or trial if necessary.
  - 5. The signature and address of the complaining party and the date on which the complaint is made.
- C. The Board of Directors shall authorize a committee or the Management Agent to investigate the complaint. If the investigation determines that a violation exists, the Board shall notify, in writing, the owner of the unit upon which such violation exists. The Notice of Violation shall state: *(i)* the nature of the alleged violation, *(ii)* a period of within thirty (30) days to eliminate any violation that has been cited, unless the violation is a health and safety issue in which case the owner will have five (5) days to cure the violation, *(iii)* the fee to which the unit owner will be subject if the violation is not cured within thirty (30) days or in the case of health and safety violations, five (5) days, after the mailing of the notice, and *(iv)* a period of not less than five (5) days after mailing of the notice within which the unit owner may present a written request to the Board of Directors for a hearing before the Board. If the violation is the same as a prior violation committed by the unit owner, the Board need not provide for a cure period during which the unit owner may remedy the violation.
- D. Within twenty-one (21) days after the Board of Directors receives a request for a hearing, a hearing shall be held before the Board or a hearing committee duly appointed by the Board of Directors providing the unit owner or resident an opportunity to challenge the grounds of the complaint and present any evidence on his/her behalf. The hearing shall be an informal hearing and the complaining party, as well as the unit owner or resident, shall appear before the Board or its hearing committee. Each party will be allowed to present witnesses and cross-examine the witnesses of the other party.

- E. Within three (3) days after the hearing, the Board of Directors or its hearing committee, shall render its decision in writing and mail it or personally serve it on all parties. The decision shall be made by majority vote and be final and binding on all parties and the Association.
- F. At the request of either party, a hearing will be held in executive session of the Board of Directors.
- G. Fines, fees, costs and expenses shall become due and payable thirty (30) days after the hearing process has been completed. If no hearing request is filed within fourteen (14) days, a hearing will be considered waived and the violations in the Notice of Violation shall be deemed admitted by default. If no hearing request is filed, fines, fees, costs and expenses shall become due and payable thirty (30) days after the notice was mailed.
- H. If the violation is not corrected within thirty (30) days after the decision of the Board of Directors, or its hearing committee, or the date of the waiver, any owners or the Management Agent on behalf of the Board of Directors may begin another enforcement action to cure the violation or if the violation has resulted in damage to the common elements, the Board of Directors may have the violation corrected and assess the owner for the full cost of labor and materials required in addition to all other fines, fees, costs and expenses. In addition to the foregoing assessment, in order to encourage owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any owner who forces the Association to correct a violation with an additional administrative charge of \$100.00 or 10% of the cost of labor and materials which ever is greater.
- I. Should the Board of Directors find that the use of this enforcement procedure to cure violations of the Declaration, By-laws, and Rules and Regulations would not be in the best interests of the Association because the violation is such that serious, immediate, or irreparable consequences may occur by delay, it may utilize any other remedy provided for in the Declaration to cure such violations including, but not limited to, legal action against the offending party.

### **ARTICLE 3. BOARD OF DIRECTORS MEETINGS AND MINUTES**

The Board of Directors meets in an open forum at least four times a year. The annual meeting for elections of new Board Members is held in October or November of each year. It is important to attend the annual meeting or at least to fill out a proxy, so that a quorum can be attained for the election. Exact times and places of the meetings can be obtained from the Management Agent, mailing, and/or newsletter.

The Board Secretary keeps the proceedings of all Board meetings in the form of minutes. Minutes and the management reports are available for review at the management agent's office.

### **ARTICLE 4. ASSESSMENTS, FINES, FEES, AND PAYMENTS**

#### **Section 4.01 MONTHLY MAINTENANCE**

Unit owners are required to pay a monthly maintenance assessment ("assessment") as approved annually in the Asbury Woods Condominium Association budget. Monthly assessments are due by the first of each month.

- A. All assessments are due and payable on the first day of each month in which levied.
- B. Assessments not paid by the 15<sup>th</sup> day of the month in which they are due shall be subject to a late fee of \$35.00. The late fee is subject to change by resolution of the Board of Directors.
- C. If assessments are over 60 days past due, the owner shall be sent "thirty day notice of intent" to file Forcible Entry and Detainer action by the Association's attorney.

- D. If assessments are over 90 days past due, the Association's attorney will be authorized to file a Forcible Entry and Detainer action lien or other collection action as determined by the Management Agent.

#### **Section 4.02 PENALTIES/FINES/FEEES**

Fines, fees, and other costs and expenses may be assessed against individual unit owners for various reasons as provided herein. Fines shall be paid with the first monthly assessment due after notice and the right to a hearing related to the violation. The accumulation of offenses shall be based upon a calendar year and at the beginning of each year, each owner will begin with no offenses. Offenses will not accumulate from year to year. The determination of offenses is within the sole discretion of the Board of Directors.

The fine schedule is subject to change by resolution of the Board of Directors.

#### **Fine Schedule**

- 1<sup>st</sup> Offense – Written warning with 30 days to correct. \$50 fine if not corrected within 30 days. (A 1<sup>st</sup> offense fine will be levied if written notice was provided via newsletter, postcard, etc. Example: garbage can being left out.)
- 2<sup>nd</sup> Offense - \$100
- 3<sup>rd</sup> Offense - \$250
- 4<sup>th</sup> Offense - \$500

Warnings and notices posted in the official association mailings (i.e. postcards and newsletters) are considered written warning.

In the event there is any offense where the Association incurs costs and expenses, the owner will be responsible for those costs and expenses. This includes, but is not limited to:

- Damage to property
- Personal injury
- Restoration costs
- Legal costs and attorney's fees

#### **Section 4.03 PAYMENTS**

Payments of assessments, fines, fees, and other items should be made by check or money order payable to "Asbury Woods Condominium Association" and mailed or delivered to the address provided by the Management Agent.

Payments received for an account with an outstanding balance will be credited in succeeding order to: special assessments, fines and other fees, attorney's fees, work order charges, current assessments, and lastly, to outstanding assessments due. Late fees will be not be charged on current assessments if the current assessment is paid prior to the 30<sup>th</sup> day of the month it is due; a late charge will be charged on other outstanding balances due on the 30<sup>th</sup> or the month. Checks returned by the bank for any reason shall subject the NSF charges issued by the bank.

Failure to make the payment on time shall subject the owner to all legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including fines, fees, late charges, and reasonable attorney's fees, shall be added to the owner's account, shall become a special assessment against the unit, and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the unit.

#### **Section 4.04 LIENS**

Payment of assessments, fines and fees are made to the Association for the expenses of the common elements. In the event of nonpayment, the Association may initiate several courses of action to effect

payment including placing a lien against the nonpaying unit. The unit owner shall be responsible for all costs of collection for the payment of assessments, fines, and fees including but not limited to court costs and attorney's fees.

## **ARTICLE 5. MANAGEMENT AGENT**

The Management Agent ("Agent"), who is hired by the Board, administers the day-to-day affairs of the Association. The Agent is knowledgeable concerning all aspects of Association living, including assessment information, insurance claims, information on completing the sale of a unit, grievances about an Association contractor or another unit owner, or general questions about the Association and its administration. The Agent's responsibilities are numerous. They range from calculating and collecting monthly assessments from each unit owner, helping the Board prepare an annual budget, writing specifications for various bid projects such as painting, landscaping and repairs, and ensuring that each contractor fulfills the requirements of the job awarded to it.

Should you have any questions or need help in any matter, please contact the Agent first. You are urged to utilize the services of the Agent.

## **ARTICLE 6. INSURANCE**

The Association carries liability insurance, property damage insurance and structure coverage on the common elements of the property and also insures the actions of the Association Board of Directors and the Agent. It is the responsibility of each unit owner to insure the non-common elements and contents of an individual unit. The Agent can explain the Association's insurance in more detail or tell you how to obtain proof of insurance, if needed.

## **ARTICLE 7. USE & APPEARANCE OF THE COMMON ELEMENTS**

### **Section 7.01 DEFINITIONS**

The Common Elements are all of the condominium property except the dwelling units. The common elements are owned by all unit owners collectively. For purposes of these Rules and Regulations, some examples of common elements are:

- A. Building and garage roofs.
- B. Exterior elevations of the buildings.
- C. Lawn and landscaped areas.
- D. Water and sewer pipes.
- E. Garage driveways/drive courts.
- F. Sidewalks up to the front entry.
- G. Gutters and downspouts.
- H. Siding.
- I. Exterior lighting not controlled from the inside of the unit

For purpose of these Rules and Regulations, the following areas are considered Limited Common Elements, meaning common elements limited to the use of one homeowner and thereby their responsibility to maintain.

- J. Balconies and patios that serve individual dwellings.
- K. Perimeter doors, windows, and garage doors that serve the dwelling unit.
- L. The interior surface of perimeter walls, ceilings, and floors which define the boundary planes of the dwelling unit.
- M. Any system or component part thereof which serves the dwelling unit exclusively to the extent that such system or component part is located outside the boundaries of the dwelling unit. (For example, maintenance, repair, and replacement of central air conditioning units and system components are homeowner responsibility.)

Nothing shall be altered, constructed or removed from the Common Elements or Limited Common Elements without the written consent of the Board. (Complete form in Exhibit A.)

### **Section 7.02 MAINTENANCE AND REPAIR RESPONSIBILITIES**

Maintenance responsibilities are clearly defined in the Association's Declaration. If your unit or courtyard is in need of maintenance which falls under the Association's responsibility, please submit a maintenance request to the managing Agent for consideration and scheduling. The following is a simple overview of some of the key points outlined in the Declaration.

The amount of maintenance the Association will assume is directly proportional to the amount of the monthly assessment fee that must be charged. In deciding what maintenance the Association wants to assume, over and above the stated requirements in the Declaration, the Board is guided by the following principles.

The monthly fee should not be excessive in terms of building up reserves before they are needed. (Part of the monthly assessment goes into a reserve fund to pay for future items, in accordance with State law.) Too low of an assessment allows for only marginal maintenance. The annual budget adopted by the Board tries to forecast as closely as possible how much money will be needed for repairs, maintenance and reserve funds. A reserve study may be conducted at the board's discretion to provide supplemental information to assist in reserve fund budgeting.

If maintenance or repair to a unit or common element is necessary because of the willful or negligent act of the owner, his family, or guests, or lessees, the repair costs will be the responsibility of the owner and will be assessed to the unit accordingly.

### **Section 7.03 ELEMENTS THE UNIT OWNER IS RESPONSIBLE TO MAINTAIN AND REPAIR**

- A. Exterior light bulbs controlled within your unit.
- B. Repair and maintenance of all glass surfaces, screens, storm windows, storm doors.

### **Section 7.04 ELEMENTS THE ASSOCIATION IS RESPONSIBLE TO MAINTAIN AND REPAIR**

- A. Repair and replacement of driveways/drive courts.
- B. Replacement of structural rotted wood.
- C. Repair and replacement of exterior rotted wood.
- D. Repair of interior damage due to roof leaks. (See Declaration for limitations)
- E. Repair and replacement of sidewalks up to the front entry.
- F. Repair and replacement of building and garage roofs.
- G. Repair and replacement of existing gutters and downspouts.
- H. All exterior painting.
- I. Repair and replacement of exterior caulking.
- J. All lawn and landscaped areas.
- K. Pruning of all trees and shrubbery.
- L. Exterior light fixtures not controlled from within your unit.

- M. Building water meter closets.

### **Section 7.05 BALCONIES/PORCHES/DECKS/PATIOS/STORM DOORS**

An owner must have prior written consent to make any additions, alterations or improvements to any balcony, patio, deck or storm door. (Complete form in Exhibit A.)

- A. Unit occupants are responsible for keeping these areas clean and free from clutter.
- B. These areas may not be enclosed or altered in any way without prior Board approval.
- C. No hanging of clothes lines are permitted on these areas.
- D. The limited common elements may not be used as a storage area.
- E. Items may not be affixed to or hung from these limited common elements without specific written approval of the Board of Directors.
- F. Outdoor furniture and BBQ grills (**GAS ONLY – NO CHARCOAL** due to insurance liability are the only furnishings permitted on the balconies or on patios directly under the wood balcony. The Board reserves the right to order outdoor furniture/grills deemed to be in disrepair removed at any time.
- G. Outdoor Fire Pits and Heaters and Tiki Torches are prohibited on balconies and patios.
- H. Household furniture, toys and the like are not permitted on the balconies or patios.
- I. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on balconies, decks and patios.
- J. Statues on patios and balconies not exceeding 3' x 2' will be considered by the board through a completed A&A form (Exhibit A).
- K. Storm door installation and/or modification must be approved in writing by the board. (Use form in Exhibit A to submit the request.) Storm doors must be white in color, full view, and have a kick plate that does not exceed 10" in height. Upon written approval and installation, any addition to the limited common elements becomes the responsibility of the homeowner. Any door not installed pursuant to the above referenced policy must be removed and the area restored to its original condition or a storm door installed pursuant to the above stated policy.

### **Section 7.06 DRAPERIES AND WINDOW COVERINGS**

- A. Temporary window coverings such as sheets, bedspreads, etc., must be removed within a forty-five (45) day period after occupancy of any unit.
- B. Window coverings used for interior surfaces of all window and sliding glass doors of the units, whether by draperies, shades, blinds or other items visible from the exterior of the building, must be installed within forty-five (45) days of occupancy.
- C. Plastic of the type used for insulating is not allowed on the OUTSIDE of any window or patio door at any time.
- D. If a window, window screen, or patio door is broken or damaged, the unit owner has Fifteen (15) days to repair/replace the door/window/screen.
- E. All window treatments (blinds and curtains) must be white or off-white at the exterior.

### **Section 7.07 ARCHITECTURAL CONTROL**

In order to maintain the uniform appearance of the buildings and the integrity of the common elements, no unit owner may alter the exterior of a unit or add to the common elements without specific WRITTEN approval of the Board of Directors. "Alter" for this purpose means painting or staining exterior surfaces with any color, or adding or removing anything to or from the exterior surfaces, including but not limited to ventilation openings for appliances, sun screens, awnings, shades, canopies, shutters, trellises, etc.

The Board may order exterior alteration made without approval of the Board removed at the unit owner's expense. If the Board removes the alteration, it may place a lien on the owner's unit until the cost of effecting restoration is paid in full.

If you wish to make an alteration to the exterior of your unit or add to the common elements, please use the Alteration & Additions Application form (**Exhibit A**) when making your request to the Board.

### **Section 7.08 ALTERATIONS AND APPEARANCE**

No alterations of any kind may be made to any part of the common or limited common elements. Any alterations, additions, or improvements whatsoever which change the appearance of any building, landscaping or common elements, including Satellite Dish installation, must be requested in writing to the Board of Directors for approval prior to any changes. (See Exhibits A and B.)

- A. Window air conditioners are strictly prohibited. Permanent window fans are strictly prohibited.
- B. No 3-M Reynolds Aluminum window covering or other similar types of window covering will be allowed. No exterior coverings of a temporary nature for the purpose of insulation during winter will be allowed.
- C. No laundry drying equipment or clotheslines shall be erected or used outdoors, whether attached to the building or otherwise. No garments, towels, rugs, etc. shall be hung over the side of the decks or on patios to dry.
- D. All storm doors must be white, full-view and kick plate must not exceed 10 inches. (See also Section 7.05K)

### **Section 7.09 SEASONAL DECORATIONS**

- A. Seasonal decorations should not be installed earlier than thirty (30) days before and should be removed no later than thirty (30) days after the date of the holiday.
- B. No decorations which create a safety hazard or damage to common elements are permitted.
- C. No outdoor decorations are permitted except for decorations that can be placed on the unit's door, patio or balcony.
- D. Christmas Holiday lights on bushes/trees are exceptions in the month of December. Any damage caused by the installation and removal of decorations shall be repaired by the unit owner at his/her expense. Additional exterior lighting is prohibited unless prior approval is obtained from the Board.
- E. Landscaping items must be approved by the Board of Directors prior to installation.
- F. Only the American Flag or Military flags may be displayed. (See Section 7.11)
- G. Bird Feeders are prohibited.

### **Section 7.10 SATELLITE/ANTENNAE**

No mast, satellite dish, antennae or other structure may be erected, permitted or maintained in or upon any part of the Condominium Property without the prior written consent of the Board as to the location. Upon Board approval, these must be professionally installed on the balcony railing of the owner's unit. First floor unit owners must place the dish on a pole in the mulched area, but may not place the dish in front of a window of another unit or disturb any landscape shrubs. The owner is exclusively responsible for any

structural damage caused by the structure or its installation. Additional rules and regulations are listed on the Satellite Dish Installation Policies & Procedures form (**Exhibit B**). Unit owners wishing to install a satellite dish must submit to the Board an Architectural Improvement/Alteration Application form (**Exhibit A**) along with a completed and signed copy of the Indemnification Agreement (**Included in Exhibit B**) fourteen (14) days prior to the desired date of installation for review and approval. No dish over 24" in diameter shall be installed nor approved to be installed.

**SATELLITE DISHES MUST BE LABELED WITH A TAG INDICATING THE OWNER'S UNIT ADDRESS.**

**7.11 DISPLAYING THE AMERICAN/MILITARY FLAGS**

Restrictions

- A. American Flag or Military Flag displays are permitted on the Balcony Railings.
- B. First Floor unit displays are permitted with a bracket attached to the post.
- C. More than a two (2) flag display is prohibited.
- D. Flag size must not exceed 3' X 5'.

**7.12 LANDSCAPING/PLANTING**

A. General Restrictions

1. A landscaping and maintenance service has been retained to care for the grass, shrubs, trees and other plantings in the common elements.
2. The following restrictions apply if a unit owner chooses to plant and/or remove flowers, foliage, plants or any other landscaping items in the common elements:
  - a. Unit owners must first submit an Alterations & Additions Application (Exhibit A) to the Board of Directors and receive written approval before installing plantings or other landscape items (including mulch) in the common elements.
  - b. The use of trellises on the exterior of the building is prohibited.
  - c. Extending existing shrub and/or landscape areas or creating new landscaped areas by cutting back or removing existing sod or grass on common elements is prohibited.
  - d. Window boxes or any other attachments to the building may not be used except as noted in Paragraph B.
  - e. The Association and the landscape maintenance contractor are NOT responsible for replacement or reimbursement for any plantings installed by owners in the common elements or limited common elements of the property.
  - f. **Each unit owner is responsible for watering the grass and plantings immediately at the front and side of their unit.**

B. Flowerpots / Boxes

1. Decorative flowers are permitted in flowerpots or boxes. Flowerpots or boxes may be located on balconies and front stoops only. Affixing to any exterior portion of the buildings or the grounds prohibited.
2. Flower boxes and/or pots are allowed on the balcony, but only on the inside of the balcony. No flower boxes and/or pots are allowed affixed to the outside of the balcony or allowed on the railings.
3. Flowerpots / boxes must not be left outside the unit between October 31 and April 1.
4. Flowerpots and boxes are prohibited in the common elements including driveway areas, planting areas, turf and sidewalk areas.
5. All dead debris in flowerpots / boxes must be removed and properly disposed of by the unit owner.

**Section 7.13 SIGNS**

A. General Signage

1. No sign, signal, illumination, advertisement, notice or any other lettering, or equipment of any kind shall be exhibited, affixed, painted or exposed on any window or on any part of the outside of any building without prior written consent of the Board.

2. No advertising or political signs of any kind are allowed on the common elements without prior written consent of the Board.
3. Garage sales, lawn sales, rummage sales, etc. are not allowed in Asbury Woods except as approved and scheduled by the Board.
4. Advertising signs for business or commercial activities, including For Sale and For Rent signs, are prohibited everywhere on the property. This includes windows, doors, and patio doors.

**B. Open House Signs**

1. Directional signs for open houses and similar events may be displayed no earlier than 10am and no later than 4pm on Sundays only.

**Section 7.14 GARBAGE/RECYCLING REMOVAL**

Trash and/or recycling containers to be emptied or removed may be placed at the curb only after 8:00 PM on the day prior to the day assigned for pick up. All garbage, trash, and recycling for pick-up must be placed at the end of the driveway apron of each unit. All containers and garbage/recyclables not picked up must be removed by 7:00 a.m. on the day following pick-up. Garbage and/or recycling containers shall not be stored on the common elements or limited common elements.

Containers must be clearly marked with the unit owner's address. Unmarked containers may be removed and discarded without notice and costs for removal will be charged to the owner.

**Section 7.15 APPLIANCE REMOVAL**

Appliance pick-up is upon special request to the managing agent. The scavenger service charges an additional fee, which will be billed to your assessment account. Appliances will not be picked-up unless management schedules the pick-up with the scavenger service.

**Section 7.16 NOISE, MUSIC, ETC.**

Noise, music, loud vehicles or other sounds, which may be heard from a radius of 75' is prohibited. Complaints should be directed to (911) Justice Police Department.

**Section 7.17 NUISANCES**

Nuisances shall be defined as any activity, which disturbs the peaceful enjoyment of the interior and/or exterior of the units. Nuisances can include, but are not limited to, detrimental effects on the health, safety and welfare of the residents, homeowners, and property and detracts or threatens to detract from the property values of the units. The Board shall have the sole determination of what is a nuisance.

**Section 7.18 GARAGE DRIVE COURTS**

- A. Parking is not permitted on the garage drive courts unless designated parking space markings are clearly present.
- B. The drive court area is intended **ONLY** for ingress and egress. At no time shall an owner prohibit the flow of vehicle traffic (i.e. containers, grills, toys, etc.) (See also Article 8, Section B.)
- C. Storage for garbage/recycling containers, grills, toys, etc, is not permitted on the drive courts.
- D. No basketball backboards or other game equipment shall be installed in or near any garage, drive court, driveway, or parking area.

Parked vehicles or stored items in the garage drive courts may be removed by the Association without notice to the vehicle owner and expenses incurred for the removal, including towing of vehicle, will be charged back to the unit owner.

**Section 7.19 GARAGE AND GARAGE APRON**

- A. The garage shall at all times be available to park automobiles and shall not be used as living space or for storage of items, which prevent the parking of automobiles.
- B. Any major vehicle repair or general repair which may cause any type of nuisance or fire hazard is prohibited.
- C. Work and/or any activity producing noise in garage, garage apron, and/or drive courts is prohibited after 9:00 p.m. and before 8:00 a.m.
- D. Barbecuing in garages is prohibited.
- E. The garage may not be used for business purposes.

(See Article 8, section 8.1, for Garage/Estate Sales.)

**Section 7.20 ACCIDENTS**

Accidents on Asbury Woods Condominium Association property involving personal injury or property damage should be reported to the Justice Police Department and the managing agent as soon as possible by any individual who witnesses the accident or discovers its effects.

**Section 7.21 GENERAL RULES**

- A. Lawns and landscaped areas are for the environmental enjoyment of all unit owners. They are not to be used for any purpose that may be destructive or injurious to the turf or plantings.
- B. Toys, grills, trash containers or other personal belongings may not be left on common elements. Any items left on common elements may be removed and discarded without notice. Please contact the Agent if you feel your item was removed by the Association.
- C. Unit owners and tenants are responsible for their guest's compliance to the Association Rules and Regulations.
- D. Unit owners are responsible for submitting the Homeowner Questionnaire to provide contact information to the Association. If the owner leases their unit, the owner is also responsible to provide a Tenant Questionnaire with the tenant contact information to the association. It is the owner's responsibility to update the Association with any changes to contact information. (Exhibit C)

**ARTICLE 8. RESTRICTIONS ON PROPERTY USE**

**Section 8.01 Restrictions**

- A. Wagons, sleds, tricycles, big wheels, skateboards, roller skates, roller blades, bikes and any other wheeled conveyances are not permitted on the landscape or grass areas of the buildings.
- B. Kids motorized cars, trucks, and/or cycles are prohibited from operating on Concord Lane and the drive courts.
- C. No hazardous materials or waste may be stored in the common elements or limited common elements.
- D. No noxious activity may be conducted on any common elements or limited common element that is annoying or offensive to other occupants/owners or that is damaging to property.
- E. Occupants may not inflict damage to party walls. If damage is inflicted, repairs must be made promptly and at the expense of the offending unit owner.

- F. Except for the business of the Board of Directors, no business, trade or profession that require signage or foot traffic may be conducted in your unit, garage or on the grounds.

### **Section 8.02 Garage/Estate Sales**

Garage/estate sales are permitted only by prior Board written approval. Owner must submit a written request one (1) week prior to the scheduled date of the sale.

- A. Sales must be scheduled on Saturday or Sunday from 9am to 4pm.
- B. Owner must comply with the Village of Justice garage sale policy which may include a permit and/or fee. (Contact the Village of Justice for the latest policy.)
- C. A sign may be posted at the entrance the day of the sale no earlier than 9am and must be removed by 4pm.
- D. Items for sale must be contained to the unit owner's driveway/apron and/or garage.
- E. Owner is responsible to monitor vehicle parking as a result of the sale. Concord Lane, drive courts, and other owner driveways cannot be blocked.
- F. Complaints regarding parking issues and rule violations will result in a fine.

## **ARTICLE 9. PETS**

- A. No animals shall be kept or raised in the common elements. No more than two (2) pets may be kept in any dwelling unit. Common household pets may be kept so long as they are in compliance with local ordinances.
- B. No animals shall be kept or raised for commercial or breeding purposes.
- C. All pets must be under the physical control of the owners in the common elements. They must be leashed and attended to at all times while outdoors. No pet shall be permitted to run loose. This is also a Village Ordinance. Violators are subject to a fine by the Village and/or Association.
- D. The common elements are not permissible toilet facilities for pets. Homeowners are responsible for waste pickup of their pet. If the pet does its duty, the homeowner must remove the waste and properly dispose at the owner's home. Pet owners walking their pets without a trowel, spoon, or bag for waste disposal will be considered in violation of this rule. This is also a Village Ordinance. Violators are subject to a fine.
- E. No pets may be "tied" to the common elements via trees, stakes, etc.
- F. Barking dogs or any pet causing or creating a nuisance or unreasonable disturbance may be removed from the unit at the owner's expense.
- G. Unit owners are responsible for the actions of pets belonging to anyone residing in or visiting his/her unit and the repair cost for any damage caused by said pet shall be assessed to the unit owner.
- H. Repeat offenders or owners of animals deemed vicious by the Board of Directors may be ordered to remove them from the property at the owner's expense. Failure to do so within a prescribed time shall constitute a major violation for each day after the owner's receipt of notice.
- I. Any unit owner or lessee who has been found to be responsible for more than two (2) violations of the above rules within a year shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the unit owner or lessee to have the pet removed permanently from the property upon three (3) days written notice to the owner from the Board or the Agent.

## **ARTICLE 10. PARKING**

- A. There shall be no parking across routes of passage or on any portions of the common elements including all turn areas and sidewalks, unless designated as parking. (All non-marked areas are considered a fire lane – parking is prohibited.) The Association may remove vehicles parked, maintained or stored on a common element without notice to the vehicle owner and at the vehicle owner's expense.
- B. Any vehicle that is abandoned and on the premises of the Asbury Woods Condominium Association may be removed by the Association at the vehicle owner's expense.
- C. Non-Permitted Vehicles: The following vehicles are forbidden. These non-permitted vehicles may not be parked on common or limited common elements. Residents with these types of vehicles should make arrangements to park them elsewhere. Exception is made for commercial vehicles when doing business with a resident or the Association during normal business hours. Additionally, any resident owned or operated commercial vehicle must be parked in the owner's garage or off-site.
  - 1. Hearses and limousines, regardless of use.
  - 2. Recreational vehicles including trailers, campers, mobile homes, boats, all-terrain vehicles, snowmobiles and trucks with campers attached.
  - 3. Tractor cabs and trailers.
  - 4. Any vehicle not capable of fitting in the unit's garage.
  - 5. No trucks larger than a Class D and higher and vehicles over one (1) ton. (Exception: Moving trucks may be parked for up to 24 hours for loading and unloading.)
  - 6. Vehicles being stored on grounds displaying a "For Sale" sign.
  - 7. Abandoned vehicles.
  - 8. Mobile storage units. (Exception: Mobile storage units may be parked in the owner's driveway for up to 24 hours for loading and unloading.)

### 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, or
  - b. It has not been used or moved for seven (7) consecutive days or more and it is apparently deserted, or
  - c. It does not have a current, valid vehicle license plate, or
  - d. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.
- D. No maintenance or bodywork shall be performed on vehicles parked on common or limited common elements. This type of work must be performed in the unit owner's garage or off-site.
  - E. The Board is authorized to execute a towing contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules and Regulations. All costs incurred in removing a vehicle including administrative and legal fees will be charged back to the unit owner's assessment account and will be subject to the Assessment Collection Policy, accruing late fees if not promptly paid. If such a contract is negotiated, the name and number of the towing company will be property posted in accordance with the law.
  - F. The Board may designate a person, persons, or a committee to make determinations of violations. Members of the Board of Directors or the Agent may notify the appropriate company or individuals to remove vehicles.

## **ARTICLE 11. PROCEDURES FOR SELLING A UNIT**

A unit owner may sell, gift or transfer the ownership of his unit provided that it is done in compliance with the Declaration and the following Rules. The process for a proper transfer is as follows:

- A. The seller must submit a notification of sale to the Agent at least ten (10) days prior to the closing date to obtain a Paid Assessment Letter.

1. A. check or money order for **\$75.00** payable to the Agent for the processing fee.
  2. A copy of the sales contract and all riders relative to the sale.
- B. All assessments, fines, fees and special assessments must be paid in full to the end of the month in which the closing is to take place.
  - C. The seller must provide the purchaser with a copy of the current Declaration, By-Laws, and Rules and Regulations of the Association.
  - D. The Unit Garbage container must remain on the premises for new owner. If the container does not remain on the premises, the cost of a replacement container will be charged to the buyers assessment account.

## **ARTICLE 12. LEASING POLICY – RULES RELATING TO LEASES, LESSEES AND NON-RESIDENT UNIT OWNERS**

The Association may prohibit a tenant from occupying a unit until the lessor/owner complies with the requirements prescribed by the provisions of the Declaration, By-Laws and Rules and Regulations. Required documents must be submitted to the managing agent 10 days prior to occupancy of the unit by a Lessee. Any costs incurred by the Association in exercising its rights under the law will be charged to the unit owner.

- A. Lease Restrictions
  1. No unit owner may lease less than the entire unit.
  2. No unit owner may lease the unit for transient or hotel purposes.
  3. A copy of the lease agreements must be submitted to the Board of Directors in writing.
- B. Lease Rider **(Exhibit D)**
  1. The unit owner must submit within ten (10) days of execution an Asbury Woods lease rider accompanied by a current copy of the lease. This rider must be signed by the Unit Owner(s) and Tenant(s) and must include the following information:
    - a. Permanent resident address and phone number(s) of unit owner(s).
    - b. The name(s) of tenant(s).
    - c. The name(s) and age(s) of children where applicable.
    - d. The number of people occupying the unit.
- C. Unit Owner Responsibilities  
The unit owner is responsible for:
  - a. Ensuring the tenant(s) has a current copy of the Asbury Woods Condominium Association Declaration, By-Laws and Rules and Regulations.
  - b. Ensuring tenant(s) abide by all restrictions outlined within the documents referenced above.
  - c. Any fines and/or monetary fees associated with legal or civil actions brought about as a direct result of tenant conduct can be delegated to the owner per lease agreement.
- D. If the unit owner is renewing an existing lease, the unit owner must deliver to the management company a copy of the original signed lease and a copy of the original signed Rider to Lease a maximum of ten (10) days after execution of the lease renewal. All information regarding contents of the lease and the lease rider shall be kept confidential by the Board of Directors, managing agent and/or Association attorney(s).
- E. Unit owners leasing to family members without a formal lease are required to submit a letter containing all pertinent information (normally found in the lease agreement) and must provide the family member with all the information and documents as would be supplied to any other tenant.
- F. In addition to other rights granted by State law, unit owners of unapproved leases may also be assessed a daily fine of up to \$5.00 per day until the situation is remedied.

### **ARTICLE 13: WHISTLEBLOWER POLICY**

The Board of Directors of the Association encourages Board members, employees, members, and others to report suspected or actual occurrences of illegal, unethical or inappropriate events (behaviors or practices) without retribution.

- A. The complainant shall promptly report the suspected or actual event to the Association's President.
- B. If the complainant would be uncomfortable or otherwise reluctant to report to the Association's President, then the complainant could report the event to any Board member.
- C. The complainant can report the event with his/her identity or anonymously.
- D. The complainant shall receive no retaliation or retribution for a report that was provided in good faith, that was not done primarily with malice to damage of another or the organization.
- E. A complainant who makes a report that is not done in good faith is subject to discipline, including removal of the Board member or termination of the employee relationship, or other legal means to protect the reputation of the organization and members of its Board and staff.
- F. Anyone who retaliates against the complainant (who reported an event in good faith) will be subject to discipline, including removal from the Board, committee, or termination of employee status.
- G. All reports shall be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.
- H. The complainant shall receive a report within two (2) weeks of the initial report, regarding the investigation, and its status, disposition, or resolution of the issue.
- I. The identity of the complainant, if known, shall remain confidential to those persons directly involved in applying this policy to the extent possible, unless the issue requires investigation by law enforcement.

### **ARTICLE 14: GIFT POLICY**

No Board member, employee, agent, or representative of the Asbury Woods Condominium Association shall accept any gratuities, gifts or discounts from prospective or current Association vendors with a view toward securing a contract for providing goods or services to the Association or securing favorable treatment with respect thereto.



## **EXHIBIT B (1 of 2)**

### **Asbury Woods Condominium Association**

c/o ACM Community Management  
3041 Woodcreek Drive, Suite 100  
Downers Grove, IL 60515

#### **INSTALLATION OF SATELLITE DISHES**

In order to keep the aesthetic appearance of the Asbury Woods Condominium Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

Any owner interested in installing a satellite dish one meter or less in diameter must notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

Satellite dishes may only be installed on portions of property in which the owner has a direct or indirect ownership interest and is within the owner's exclusive use or control. Under the Declaration, this limits owners to installing satellite dishes only on patios or balconies (which are considered part of the Limited Common Elements) or on a metal pole not to exceed 4' in the mulched area. A satellite dish may be installed above the roof as long as the dish is attached to the fascia on the underside of the roof gutter using a "U" bracket. Please note, wiring must enter the building at the site of installation and be run on the interior of your home, not along the exterior of the building

No more than one (1) antenna of each provider may be installed.

All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.

Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.

The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property to its original condition upon removal of the dish. In addition, the owner must restore the property to its original condition upon removal of the dish.

The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish, the owner must execute the enclosed hold harmless agreement.

Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of the rules and regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance and the area restored to its original condition.

All satellite dishes shall be constructed in strict compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

**EXHIBIT B (2 of 2)**

**Asbury Woods Condominium Association**

c/o ACM Community Management  
3041 Woodcreek Drive, Suite 100  
Downers Grove, IL 60515

**INDEMNIFICATION AGREEMENT**

This Indemnification Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
Asbury Woods Condominium Association (“Association”) and  
\_\_\_\_\_ (“Owner”).

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish one (1) meter or less in diameter on the designated limited common elements (patios or balconies) located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney’s fees (hereafter “claims”), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in this Agreement shall not be limited in any way by a limitation on the amount of type of damages.

ASBURY WOODS  
CONDOMINIUM ASSOCIATION

OWNER

By \_\_\_\_\_

By \_\_\_\_\_

# EXHIBIT C

## Asbury Woods Condominium Association

c/o ACM Community Management  
3041 Woodcreek Drive, Suite 100  
Downers Grove, IL 60515

### HOMEOWNER QUESTIONNAIRE

IN ORDER TO UPDATE YOUR ASSOCIATION'S RECORDS, WE WOULD APPRECIATE YOUR TAKING A FEW MINUTES TO COMPLETE THE QUESTIONNAIRE BELOW AND MAIL TO THE ADDRESS ABOVE.

(IF YOU ARE RENTING PLEASE COMPLETE THE TENANT QUESTIONNAIRE.)

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
UNIT ADDRESS \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
HOME PHONE \_\_\_\_\_ OFFICE PHONE \_\_\_\_\_

YOUR OCCUPATION \_\_\_\_\_

#### OTHER OCCUPANTS & RELATIONSHIP TO HEAD OF HOUSEHOLD

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_  
NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

IN CASE OF AN EMERGENCY NOTIFY: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

I CAN BE REACHED AT HOME \_\_\_\_\_ ALL DAY \_\_\_\_\_ MORNING \_\_\_\_\_ EVENINGS

PETS \_\_\_\_\_

MAKE OF VEHICLE/YEAR \_\_\_\_\_ COLOR \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF MORTGAGE HOLDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

\*\*\*\*\* ALL INFORMATION WILL BE HELD IN STRICTEST CONFIDENCE!!!\*\*\*\*\*

## EXHIBIT D (1 of 2)

### Asbury Woods Condominium Association

c/o ACM Community Management  
3041 Woodcreek Drive, Suite 100  
Downers Grove, IL 60515

#### TENANT QUESTIONNAIRE

IN ORDER TO UPDATE YOUR ASSOCIATION'S RECORDS, WE WOULD APPRECIATE YOUR TAKING A FEW MINUTES TO COMPLETE THE QUESTIONNAIRE BELOW. (Return to address above.)

THANK YOU!!!

NAME \_\_\_\_\_ DATE \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_ OFFICE PHONE \_\_\_\_\_

YOUR OCCUPATION \_\_\_\_\_ LEASE END DATE \_\_\_\_\_

#### OTHER OCCUPANTS & RELATIONSHIP TO HEAD OF HOUSEHOLD

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

IN CASE OF AN EMERGENCY NOTIFY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

I CAN BE REACHED AT HOME \_\_\_ ALL DAY \_\_\_ MORNING \_\_\_ EVENINGS

PETS \_\_\_\_\_

MAKE OF VEHICLE/YEAR \_\_\_\_\_ COLOR \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*ALL INFORMATION WILL BE HELD IN STRICTEST CONFIDENCE!!!\*\*\*\*\*





**Asbury Woods Condominium Association**

c/o ACM Community Management  
3041 Woodcreek Drive, Suite 100  
Downers Grove, IL 60515

**Asbury Woods Condominium Association Violation Hearing Request**

I am requesting a Hearing by the Board of Directors.

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

Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Asbury Woods Condominium Association**

c/o ACM Community Management  
3041 Woodcreek Drive, Suite 100  
Downers Grove, IL 60515

**NOTICE OF DETERMINATION**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the Asbury Woods Condominium Association Board of Directors found you to be in violation of the Declaration, By-Laws and/or Rules and Regulations of the Association as follows:

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- ( ) The Board determined that no violation occurred.
- ( ) The Board determined that a violation occurred. Accordingly, expenses of enforcement in the amount of \$\_\_\_\_\_ were assessed against your assessment account and are now due.
- ( ) Damages, expenses and administrative charges of \$\_\_\_\_\_ were incurred and are now due.
- ( ) Legal expenses in the amount of \$\_\_\_\_\_ were incurred by the Association and are now due.
- ( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to your assessment account.

Sincerely,

**ASBURY WOODS CONDOMINIUM ASSOCIATION  
BOARD OF DIRECTORS**