

# Walden Woods Condominium Association

This document was sent to all unit owners on

November 24, 2006

A special meeting to discuss the document was held on

December 12, 2006

The document was adopted by the Board of Directors on

December 12, 2006

## Rules and Regulations

## **Walden Woods Condominium Association**

### Introduction

Condominium ownership is a shared living experience. For the full enjoyment of this lifestyle and for a smooth and effective operation, it is essential to delineate the obligations of all Unit Owners and the establishment of Rules and Regulations.

The basic Rules, including your rights and obligations, are set forth in the Declaration of Condominium for Walden Woods Condominium (hereinafter referred to as "Declaration") and the Bylaws of the Walden Woods Condominium Association (hereinafter referred to as "Bylaws"), which you received when you purchased your unit. Among other things, the Declaration and Bylaws provide that the Board of Directors may adopt reasonable Rules and Regulations for the maintenance, health, comfort, safety, and general welfare of the owners and/or occupants of the Property.

Experience has shown that cooperation and compliance with the Rules and Regulations are necessary so that all may enjoy the attractive environment that makes Walden Woods' condominium an outstanding place of residence.

The following are the Rules and Regulations set forth by your Board of Directors. Included in these Rules and Regulations is a detailed section regarding the policies and procedures regarding the enforcement of the Declaration, the Bylaws and these Rules and Regulations.

These Rules and Regulations are subject to additions and revisions as necessary.

**Rules and Regulations**

Table of Contents

	Page #
<i>Section 1:</i> Alterations, Additions & Improvements	4
<i>Section 2:</i> Assessments	4
<i>Section 3:</i> Board Meetings and Association Records	4
<i>Section 4:</i> Common Areas	5
<i>Section 5:</i> Decks	5
<i>Section 6:</i> Decorating and Furniture	5
<i>Section 7:</i> Garbage Collection	5-6
<i>Section 8:</i> Insurance and Liability	6
<i>Section 9:</i> Leases	6
<i>Section 10:</i> Lockouts	6
<i>Section 11:</i> Noise	6
<i>Section 12:</i> Parking and Vehicles	7
<i>Section 13:</i> Pests	7
<i>Section 14:</i> Pets	7-8
<i>Section 15:</i> Snow Removal	8
<i>Section 16:</i> Storage	8
<i>Section 17:</i> General Usage	9
<i>Section 18:</i> Policies and Procedures Regarding Enforcement	10-16

# Walden Woods Condominium Association Rules and Regulations

## **Section 1: Alterations, Additions and Improvements**

In order to perform any alterations, additions, or improvements to your Unit that have the possibility of impacting the integrity of the Common Elements or another Unit, you must obtain a request form from the Management Office. This form must be completed and submitted to the Board of Directors via the Management Office before any work is contracted and/or performed.

The Declaration of Condominium contains specific provisions that deal with alterations. If you are considering any alterations, additions, or improvements to your Unit, please familiarize yourself with applicable sections of our Declaration. Unit Owners are responsible for any damage to common areas, including cleaning and removal of debris and any damage to other Unit Owner's property.

## **Section 2: Assessments**

Assessments are due and payable on or before the first day of every month. Checks are to be made payable to:

Walden Woods Condominium Association

In accordance with the Declaration and Bylaws, any payment not received by the 15<sup>th</sup> day after which it becomes due will incur a thirty-five dollar (\$35.00) late fee

In accordance with the Illinois Condominium Property Act (765 ILCS 605/1 et. seq) the Declaration, and the Bylaws, any account that is delinquent maybe forwarded to the Association's attorney for collection thereof. All attorney's fees court costs and other expenses incurred during the collection of this debt will become the responsibility of the delinquent Owner and will be applied to the Owner's ledger account.

The Association may take all legal steps allowable by law to collect a delinquent account *as more fully detailed in Section 12 of the Declaration.*

## **Section 3: Board Meetings and Association Records**

Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be given to all Unit Owners via posting of the notice on the Association bulletin boards.

As required by law, the books and records of the Association are available for the inspection of Unit Owners for any purpose at reasonable times, provided that reasonable advance notice is given to the Association (at least two (2) working days). These records may be reviewed in the Management Office. A reasonable fee may be charged by the Association for the cost of copying any such books and/or records.

# Walden Woods Condominium Association Rules and Regulations

## **Section 4: Common Areas**

No open canisters or containers of liquor are allowed in the common hallways or parking lots.

Parking lots are not to be used as recreation areas; this includes but is not limited to, a prohibition on playing ball, skateboarding, parties, etc

Because of fire and safety concerns, nothing may be stored in any part of the hallways; this includes, but is not limited to, storage containers, lawn chairs, bicycles, furniture, etc.

## **Section 5: Decks**

Nothing shall be permanently affixed to any part of the support beams and/or posts of the deck structure.

No permanent plantings are permitted; however, unattached flower pots and/or boxes may be used to store temporary, non-permanent plantings.

Charcoal grills are not allowed on decks.

Each unit has been equipped with a gas grill and the owner/resident is completely responsible for the safe use of the grill. Care must be exercised to prevent the danger of fire to combustible common elements. Smoke and/or cooking odors must not become an annoyance to adjacent units. If damage is caused by a grill, the Owner of the Unit where the grill is located will be solely responsible for the cost and damage arising as a result of the grill and its use.

Decks are not to be used as storage spaces for miscellaneous items (such as, but not limited to, bicycles, carriages, furniture, clothing, etc.) or as laundry drying facilities.

## **Section 6: Decorating and Furniture**

All drapes and curtains for windows and patio doors must be backed in white to give a uniform appearance to the exterior of the complex.

Nothing shall be hung from the outside of the windows or placed on the outside windowsills of any window in the building.

Unit owners and/or residents must insure as part of their owner's insurance policy or as part of a supplemental insurance policy, all water-filled furniture and beds against damage to adjacent units and/or common elements. The beneficiaries of such insurance shall be listed as the Owner (s) of the adjacent Units and/or the Association, or other Owner(s).

## **Section 7: Garbage Collection**

All garbage must be placed inside the dumpsters, and materials for recycling must be placed inside the recycle containers. Nothing may be left on top of or next to the dumpsters or the recycle containers.

## Walden Woods Condominium Association Rules and Regulations

Unit owners must call the management company to arrange for the disposal of large items which do not fit inside the dumpsters.

Only recyclable items may be placed in the recycling containers.

The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

### **Section 8: Insurance and Liability**

Unit Owners are responsible for providing insurance for their Units and contents thereof as outlined in the Declaration. Many mortgage holders require a Certificate of Insurance from the Condominium Association. This information is actually provided by the Insurance Carrier. To obtain a Certificate, please contact the Management Office to inquire as to where the information may be obtained.

Unit Owners are responsible for their own personal property, both in their respective units and in any common area. Unit Owners are advised to insure their own personal property.

The Walden Woods Condominium Association, the Board of Directors, its Managing Agent and building personnel assume **NO** responsibility for any personal loss or injury.

### **Section 9: Leases**

Like Unit Owners, Renters are required to abide by the Declaration, the Bylaws and these Rules and Regulations of Walden Woods Condominium Association, and the provisions of such Declaration, Bylaws and Rules and Regulations are made a part of every lease and sub-lease regardless of whether or not expressly stated in said lease or sub-lease. Unit Owners are responsible for informing their respective Renters of their obligations. Although the Rules and Regulations of the Association bind Renters, the Unit Owner is ultimately responsible for any violations, fees incurred damages, and correction of damages that may be caused by their respective Renter and Renter's family, friends, guests and other invitees.

The Management Office must be provided with a copy of the lease, and standard information regarding each prospective tenant; or else access to the building and the unit will be denied to the prospective tenant.

### **Section 10: Lockouts**

Being locked out of a condominium Unit is identical to being locked out of a single family residence. The Association is not responsible for providing a lockout service.

Each resident, whether Unit Owner or Renter, must make individual provisions for reentry at their own costs in case of lockout. Unit Owners may, under their own initiative, responsibility, and cost, arrange to provide lockout service to their tenants.

### **Section 11: Noise**

No noise, music, or other sounds shall be permitted at any time in such manner as to disturb or annoy other residents.

# Walden Woods Condominium Association Rules and Regulations

## **Section 12: Parking and Vehicles**

Vehicles must have current plates, and a valid Walden Woods Parking Permit must be displayed in the rear window on the driver's side so that the permit is visible to a person standing directly behind the vehicle. Any vehicle not so equipped, or any inoperable vehicle that is left on the Property for a period of over two (2) weeks, will be towed at the expense of the Unit Owner.

Each Unit may have a maximum of two (2) vehicles parked on the Property at any point in time.

All vehicles must be parked with the front of the vehicle pointed in so that license plates and parking stickers are visible. .

Parking of trucks shall not be allowed in the lots with the exception of three-fourths ( $\frac{3}{4}$ ) of a ton or under trucks, and provided that the truck is used in lieu of a car by the owner as the owners primary form of automotive transportation.

Boats and/or boat trailers, campers, snowmobiles, and RV's may not be parked in the parking lot.

Motorcycles must be parked only in the parking lots, and are included in the two (2) vehicle limit for the Owner's Unit.

No repair work on cars or motorcycles will be allowed in the parking lots. This includes changing the oil in your car.

There shall be no washing of cars or motorcycles in the parking lots.

The speed limit in the parking lot is fifteen (15 m.p.h.) miles per hour.

Cars and motorcycles may not be driven on the lawns for any reason.

## **Section 13: Pests**

Insect control services are budgeted for in the normal building expenses for the common areas.

Due to concerns for damage to the buildings and personal safety, do not feed the animals, including but not limited to, birds, squirrels, raccoons, or stray cats.

## **Section 14: Pets**

No animals, other than Dogs, Cats, or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for commercial purposes. If, as an Owner, you are uncertain as to what is considered a household pet, contact the property manager or the Board of Directors.

No more than two (2) dogs or cats may be kept in any Unit without the express written permission from the Board of Directors.

# Walden Woods Condominium Association Rules and Regulations

Every owner of a pet shall exercise proper care and conduct of his/her pet to prevent it from being a nuisance. Any of the following actions will be considered to be a nuisance:

1. To permit any pet to molest or threaten a passerby, chase vehicles, attack persons or other animals, damage property, or allow acts of a similar nature.
2. To allow excessive or untimely noise causing annoyance and discomfort to neighbors.
3. Violation of city, township, county or state ordinance.
4. To permit dogs to urinate on bushes or trees of the landscaping on the Property.
5. Leaving pets unattended on the deck.

All dogs must be restrained by a leash not to exceed eight (8) feet in length, and the leash must be in a person's hand when the dog is outside a Unit and on the Common Elements. This requirement applies to visiting pets as well as the pets of Owners/residents in the Association.

No pet shall be leashed to any stationary or moveable object on the Common Elements.

If a pet defecates on any landscaping or property of Walden Woods, the pet owner is responsible and must clean up after the pet immediately.

Any Owner who has been found guilty of violating this Section shall be subject to a fine as provided herein in the section on policies and procedures regarding enforcement.

Any Owner who has been found guilty of more than two (2) violations shall be subject to further action of the Board. The Board may, after consideration of the facts and circumstances, elect to order the Owner to have the pet removed permanently from the property upon thirty (30) days notice to the Owner from the Board or any duly authorized agent. The Board's decision is final. All costs and fees, including attorney's fees, incurred in having the pet removed shall be charged back to the Owner.

## **Section 15: Snow Removal**

The Association is responsible for removing snow from the walks, building entrances, and parking lots.

After a two-inch (2") snowfall owners should be prepared to move their vehicles so the plows can clear the lot.

## **Section 16: Storage**

The halls, stairways and decks shall not be used for the storage of bicycles, carriages, furniture, clothing, or other articles.

No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, or vehicles be permitted on any part of the Common Elements without the prior consent of, and subject to, any regulation of the Association.



# Walden Woods Condominium Association Rules and Regulations

## **Section 17: General Usage**

Outside water spigots are not to be used for washing cars, or any other personal use. These may only be used by the Association and its agents, employees and contractors.

No part of the Property shall be used for anything other than housing and the related common purposes for which the Property was designed; provided however that a Unit may be designated as an office to carry on the business of the Association.

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. This paragraph shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling personal business or professional telephone calls.

No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association. No air conditioning unit of any type or kind, whatsoever, other than those installed as of the date the Declaration is recorded or those thereafter installed by the Developer or the Association, may be installed without the prior written permission of the Association.

No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein either willfully or negligently, that may be or become an annoyance or nuisance to the other Unit Owners or occupants.

Nothing shall be done in any Unit or in, on, or to the Common Elements, which would impair the structural integrity of any Building or which would structurally change any Building except as constructed or altered by or with the permission of the Association.

No Unit Owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating systems or plumbing systems without the prior written consent of the Association.

Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements.

# Walden Woods Condominium Association Rules and Regulations

## **Section 18: POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

A. Any complaint that alleges a noncompliance/violation of the Declaration, Bylaws, or Rules and Regulations shall be reported to the management company in writing. The Statement of Complaint shall contain substantially the same information as set forth below:

1. The name, address, and phone number of the complaining witness.
2. The Unit Owner's name, Unit number, or address of the
3. Unit where the Unit Owner complained of resides.
4. The specific details or description of the violation, including the date, time, and location where the violation occurred.
5. A statement by the complaining Unit Owner that he/she will cooperate in the enforcement procedures and will provide testimony at the hearing or trial if necessary.
6. The signature and address of the complaining Unit Owner and the date on which the complaint is made.

B. When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or its duly authorized agent. The notification shall be in a manner prescribed by the Board; however, such notifications shall be made in writing in a form similar to the attached Notice of Violation.

In the event the alleged violation is not the first violation by the Unit Owner or in the event the violation is such that serious, immediate, or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal fees and costs incurred will be assessed to the Unit Owner's account if the Unit Owner is found guilty of the violation.

The Association's Attorney, if contacted regarding the violation shall send such notices, make such demands, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association.

C. If any Unit Owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the Unit Owner must proceed as follows:

- 1) Within twenty-one (21) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form, which is attached to the Notice of Violation, and by returning it to the duly authorized agent.
- 2) If a request for a hearing is filed, a hearing of the complaint shall be held before a panel (Panel of Inquiry) composed of Board members or a committee duly authorized by the Board to hear such complaints or the Board itself. The Panel of Inquiry shall not include any persons presenting evidence in the matter. The finding shall be made by a majority vote and shall be concluded no later than six (6) weeks after the delivery of the written request.
- 3) The Board or Panel of Inquiry will pick the hearing date after it receives the Request of a Hearing form, and will then notify the Owner of the date in writing at least seven (7) days prior to the hearing.
- 4) At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person or

## Walden Woods Condominium Association Rules and Regulations

persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his or her behalf. The decision of the panel of Inquiry shall be made by majority vote and shall be final and binding on the Unit Owner and the Association.

- 5) Payment of any fines levied, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in writing in a form similar to that which is attached hereto.

D. If no request for a hearing is filed within twenty-one (21) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Unit Owner shall be notified by the Association of any such determination using the same manner as if a hearing had been conducted by a Panel of Inquiry.

E. If a Unit Owner is found to have violated personally, or is otherwise liable for a violation of, any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:

- 1) If found guilty of a violation of a given provision of the Declaration, By-Laws or these Rules and Regulations, the Unit Owner shall be notified of the finding by the Association or its duly authorized agent. The Unit Owner shall also be assessed a fifty dollar (\$50) fee per violation and any additional costs and expenses, including reasonable attorney's fees, of the enforcement process. Fees for the first violation maybe waived at the discretion of the Board or the Panel of Inquiry.
- 2) If found guilty of any violation, including a first violation, the Notice of Determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, and to pay the costs of any repairs that have previously been made, or pay any legal expenses and costs incurred by the Association as a result of the violation.
- 3) If the damage or violation is to a Common Element (not including Limited Common Elements), the Association may, at its election, proceed to have the violation corrected and the Owner will be assessed for all expenses associated with curing the violation.
- 4) If the violation is to Limited Common Elements, the Unit Owner will have fourteen (14) days to make repairs and/or correct violations. The Association reserves the right to inspect all repairs to Limited Common Elements to insure that the repair restores the damaged property to conditions that existed before the violation.
- 5) In addition to the foregoing assessment, in order to encourage Unit Owners to correct violations to the Limited Common Elements 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 Unit Owner who fails to correct a violation with an additional administrative charge of one hundred (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

F. Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges and reasonable attorney's fees, shall be added to the Unit Owner's account, and shall be collectible as a Common Expense in the same manner as any regular or special assessment.

## Walden Woods Condominium Association Rules and Regulations

G. Time is of the essence of this policy. Notices are deemed served either by personal delivery at the time of delivery; or by mail, following two (2) days after deposit in the United States Mail, to the Unit Owner at the Unit Address, or to such other address as the Unit Owner shall have previously filed with the Board in writing, and further provided the notice sent by regular mail has not been returned to the Association undelivered.

For Units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association in writing by the trustee and beneficial owner of the Unit.

H. The remedies hereunder are not exclusive, and the Board may, in addition, take action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

Walden Woods Condominium Association Rules and Regulations

**STATEMENT OF COMPLAINT - WITNESS STATEMENT**

PLEASE PRINT OR TYPE. Complete all known information, if unknown, so state. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION:

\_\_\_\_\_  
Witness's Name                      Address                                      Unit No.                      Phone No.

\_\_\_\_\_  
Names, Addresses, Unit #'s & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR:

\_\_\_\_\_  
Violator's Name                      Address                                      Unit No.                      Phone No.

\_\_\_\_\_  
Name, Addresses, Unit # and Phone # of Unit Owner, if different

INFORMATION CONCERNING VIOLATION:

\_\_\_\_\_  
Violation Date              Time                      Location

\_\_\_\_\_  
Section(s) of Declaration, By-Laws or Rules & Regulations violated

Witness' Observations:

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

\_\_\_\_\_  
**Were any photographs or sound recordings made? Yes No By whom?**

Include all tapes of photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEY TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_, 20 \_\_\_\_  
Signature                                      Date Signed

**NOTICE OF VIOLATION**

To: \_\_\_\_\_ Date \_\_\_\_\_

Time \_\_\_\_\_

Re: Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner of the Unit at \_\_\_\_\_, \_\_\_\_\_, Illinois that you are charged with a violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions which caused this complaint occurred on or about \_\_\_\_\_, 20\_\_\_\_, and are described as follows:

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

The Association is governed by the Declaration, By-Laws and various Rules and Regulations that you are charged with violating. You must take the action explained in the Association's Policy and Procedures section in the Rules and Regulations if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN TWENTY-ONE (21) DAYS OR FAIL TO APPEAR AT A HEARING (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE A CORRECTION, YOU WILL RECEIVE ONE NOTICE OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE, WHICH AN ADMINISTRATIVE CHARGE OF A MINIMUM OF \$100.00 WILL BE ADDED. Please consult the Associations Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address listed below. The request MUST be received within twenty-one (21) days.

WALDEN WOODS CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

**REQUEST FOR A HEARING**

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

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_\_\_, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the WALDEN WOODS CONDOMINIUM ASSOCIATION.

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Owners Printed Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Phone Date

**NOTICE OF DETERMINATION REGARDING VIOLATION**

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

On \_\_\_\_\_, 20\_\_\_\_, you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. Pursuant to the Association rules:

- A hearing was held at your request
- You have admitted to the violation by DEFAULT and waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
- You were found not guilty and no action will be taken.
- A \_\_\_\_\_ violation of the Association's Declaration, (1st, 2nd, etc.) By-Laws or Rules and Regulations has occurred and a fine in the amount of \$\_\_\_\_\_ is now due.
- Damages, expenses and administrative charges in the total amount of \$\_\_\_\_\_ have been incurred and are now due.
- Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- 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 you.

WALDEN WOODS CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_