

The Landings of Walden Condominium Association



Handbook of Rules & Information

This handbook is intended to supplement, not replace, the governing documents of the Landings of Walden Condominium Association. If there are any discrepancies between this document and the governing documents, the governing documents shall prevail.

WELCOME

Welcome to the Landings of Walden Condominium Association (Landings). On behalf of the Landings, we hope you will enjoy your home in this great community. Our objective is to maintain The Landings of Walden as an enjoyable, secure place to live. In order to accomplish this objective, this handbook was created to highlight selected rules that specifically pertain to living at the Landings of Walden. These are common sense rules and regulations that take into consideration the health, safety, and comfort of all residents. We hope you will find the rules reasonable and that you will cooperate by upholding them.

The Handbook of Rules & Information is intended to supplement, not replace, the governing documents of the Landings, which include the following:

- Master Warranty Deed and Declaration of Covenants and Restrictions (Walden Association) [waldenofaurora.com]
- Code of Regulations of the Walden Association [waldenofaurora.com]
- Declaration of Condominium Ownership for The Landings of Walden Condominium [management company]
- By-Laws of The Landings of Walden Condominium Association [management company]
- All amendments to the above documents [management company]

The Board of Directors is given the authority to promulgate and enforce the rules and regulations by the Declaration of Condominium Ownership and the By-Laws.

We ask that you familiarize yourself with these rules, keep this booklet handy, and refer to it when necessary. If something arises that may not be covered in these rules or that you have a question about, please do not hesitate to contact the Management Company.

Sincerely,

The Board of Directors

The Landings of Walden Condominium Association

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INTRODUCTION

Welcome to Walden. Walden is a beautiful, unique community of 17 condominium associations, one individually owned homes association, and a club comprised of restaurants, a golf course, tennis courts, and swimming pool. The club is owned and operated by the Walden Company, Ltd. Membership in the club is by application and fee.

There is a governing body for each condominium association, and a governing body for the overall association known as the Walden Association. All Unit Owners are required to be a member of both the Landings of Walden Condominium Association (Landings) and the Walden Association. In addition to the monthly maintenance fee collected by the Landings, all Walden Owners pay a semi-annual fee to fund services provided by the Walden Association. The Walden Association provides a security service for the area. Also, it maintains architectural control over the entire Walden development.

The Landings of Walden is situated on approximately 15 acres and is comprised of 54 condominium units, located in 28 buildings. The Landings is located in the City of Aurora and uses the services of the Aurora Police and Fire Departments and the Aurora branch of the U.S. Postal Service. Streets within the Landings are private and are maintained by the Landings.

GOVERNANCE

As a private Condominium Association, the Landings is governed by its own Declaration and By-Laws and elects its Board of Directors (Board), which is comprised of five (5) Unit Owners who serve without compensation for a term of three years (without term limitations). Following election at the Annual Membership Meeting, the Board is organized by electing from among its members the following officers: President, Vice President, Secretary, Treasurer, and one member-at-large. The Board manages The Landings affairs on behalf of all Unit Owners.

The Annual Membership Meeting of the Unit Owners is held in November of each year. Board meetings are held on the third Wednesday of each month providing there is Board business. Unit Owners wishing to attend the Board meetings must contact the Landings' Management Company in advance to inform the Board of their intent to attend.

In between the Board meetings, the Landings relies on the Management Company (MC), Carlyle Management, to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors, and vendors. If you have questions or concerns about the maintenance of the Landings, please direct them to **Carlyle** either in writing, by phone at **(216) 464-7465, ext. 241**, or by e-mail at savner@carlylemanagement.com. In case of an emergency (such as a fire, etc.), you should contact the fire/police department; all other types of after-hours, Landings-related emergencies can be directed to **Carlyle's emergency line at (216) 464-7465**.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly regarding Landings related matters outside of Board meetings. Board members are not individually responsible for resolving Landings matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should contact directly the Board members in writing concerning problems that you have with the MC. Again, all other communications must be directed through the MC to assure that your concerns and questions are properly addressed and answered.

The Declaration and its amendments, the By-Laws, and this Handbook of Rules and Information (Handbook) define the standard of living Owners should expect. These documents are designed to protect the rights of each Owner. ***However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion with said neighbor. Communicating with one another can achieve quicker results in a friendlier fashion.***

This Handbook is in addition to the rules contained in The Landings of Walden Condominium Declaration Volume 00953 of the records of Portage County, Ohio. Copies of the Declaration and By-Laws of The Landings of Walden may be obtained free via email

from the MC, or at a cost from either the Portage County Recorder or the MC (for a hardcopy).

In the event of any differences between these rules and those in the Declaration and By-Laws, those in the Declaration and By-Laws override. All governing documents are superseded by the laws of the City of Aurora. Laws and governing documents are applied in the following manner:

1. Laws of the Federal Government
2. Laws of the State of Ohio
3. Laws of the City of Aurora
4. Master Warranty Deed and Declaration of Covenants and Restrictions (Walden Association)
5. Code of Regulations of The Walden Association
6. Declaration and By-Laws (Landings of Walden)
7. Handbook of Rules and Information (Landings of Walden)

I. FOURTH AMENDMENT TO THE DECLARATION

In December of 2002, 100% of the membership of the Landings approved a significant Amendment to the Declaration. This Amendment (the Fourth Amendment) sets forth responsibilities for both the Landings and the Unit Owners that are unique from other condominium associations within Walden. This amendment caused much of the maintenance responsibility to shift from the Landings to the Unit Owners. Below is a breakdown of these responsibilities. We would encourage all unit owners to read the Fourth Amendment in its entirety. Should you need a copy, please feel free to contact Carlyle and a PDF copy will be emailed to you.

A. LANDINGS' RESPONSIBILITIES FOR MAINTENANCE, REPAIR, AND REPLACEMENT:

1. Exterminating and Pest Control – interior and exterior (excluding critter control)
2. Common Area landscaping
3. Gutter/downspout cleaning only
4. Snow removal
5. Below grade drainage systems
6. Shared cinder block walls
7. Exterior siding, trim and garage service doors phased staining/painting (original construction only/no decks)
8. Common Area fences
9. Common Area lighting
10. Roads
11. Driveways
12. Parking areas
13. Mail huts
14. Common Area insurance

B. OWNERS' RESPONSIBILITIES FOR MAINTENANCE, REPAIR, AND REPLACEMENT:

1. Patios and decks
2. Doors (except painting/staining of service doors)
3. Windows
4. Roofs
5. Chimneys and vents
6. Foundation
7. Basement
8. Walls – inside and out
9. Garage
10. Utility lines - interior and exterior
11. Heating and cooling
12. Above ground drains – interior and exterior
13. Limited Common Area (LCA)
14. Plantings within the LCA
15. Homeowner's insurance

Please refer to the table below for a detailed look at areas of responsibility.

LANDINGS/OWNER RESPONSIBILITIES

ALWAYS CONSULT WITH LANDINGS BOARD PRIOR TO ANY EXTERNAL WORK

QUESTIONS: CONTACT STEVE AVNER: (216) 464-7465 x241; savner@carlylemaagement.com

HOME AND YARD ISSUES* ¹	RESPONSIBILITY TO MAINTAIN		APPROVAL	
	<u>Landings</u>	<u>Owner</u>	<u>Landings</u>	<u>Walden</u>
<u>CONDO EXTERIOR</u>				
Gutters/downspouts		X	X	X
Roofs/chimneys/vents		X	X	X
Exterior painting/staining	X		X	X
Deck/patio repair, painting, staining* ²		X	X	X
Windows		X	X	X
Doors* ³		X	X	X
<u>LANDSCAPING</u>				
Landscape installations in LCA		X	X	
Landscape installations in CA	X		X	X
Tree removal/replacement in LCA* ⁴		X	X	
Tree removal/replacement in CA	X		X	
<u>FENCES</u>				
In LCA		X	X	X
In CA	X		X	X
<u>UTILITIES</u>				
Exterior utility lines		X	X	
Heating and cooling* ⁵		X		
<u>LIGHTING</u>				
In LCA		X	X	X
IN CA	X		X	X
<u>DRAINAGE SYSTEMS</u>				
Interior unit drains* ⁶		X		
Above ground storm drain		X	X	
Below ground, exterior storm & sewer* ⁷	X		X	
<u>PEST AND CRITTER CONTROL</u>				
Interior and Exterior* ⁸	X		X	

1. This chart is not a complete list; please consult entire Handbook for comprehensive picture.
2. Approval required if color changes.
3. Owners will incur costs, but the Landings Board need to approve style and color.
4. Trees that endanger life or property may be removed at Landings expense after approved.
5. No approval needed; check building codes.
6. A line that only serves the unit must be fixed at the owner's expense.
7. A line repaired where the unit's line goes into a common sewer is a Landings expense.
8. Contact Carlyle to request service, including woodpecker holes.

II. ENVIRONMENT OF COMMON AREAS

"Common Areas" are everything except the condominium unit itself and the Limited Common Area (LCA) and are owned by all of the Unit Owners together. Examples include, lawns, parking areas and roads (everything outside of the LCA [see section III], as identified on your plot plan included with this Handbook). The repair and maintenance of the Common Areas (CAs) are the responsibility of the Landings, except as otherwise explained in the Declaration, By-Laws, and Handbook of Rules and Information. The CAs are for the use and enjoyment of all the Landings residents. Therefore, everyone is required to be considerate in use of these areas.

A. General

1. Nothing shall be done or kept in the CAs that will increase the rate of or cancellation of the Landings insurance.
2. Damage to the CAs caused by an Owner, Tenant, Guest or Occupant shall be repaired or replaced at the expense of the Owner.
3. Unit Owners or residents may not change, add or remove any plant material in the CAs without prior written consent of the Board.
4. Nothing may be stored in the CAs (e.g., basketball hoops, bicycles, etc.) overnight. Any items unattended in the CAs may be removed and stored at the Owner's expense. Neither the Landings nor the Landings' service contractor(s) will be held responsible for maintenance, repair or replacement of personal property left in CAs.
5. No clothes, sheets, blankets, or laundry of any kind, or other articles shall be hung in any part of the CAs.
6. Noise that constitutes a nuisance or causes a disturbance to others within the CAs is prohibited.
7. Residents may not give work instructions to any service contractor (e.g., landscape and snowplow contractors). Each Unit Owner shall report to the MC the need for any repairs of the CAs, which are the obligation of the Landings to maintain.
8. Signs of any type are prohibited on any part of the CAs except:
 - a. Real estate "Open House" signs, professionally printed; to be removed no later than one hour after the close of the open house hours.
 - b. For Sale signs placed in the window of a Unit, not exceeding 8 sq. ft. in size.
 - c. One security sign not exceeding 1 'by 1 'in size.
9. Any types of private sales that draw traffic to the CAs are prohibited unless stipulated under item 10.
10. Estate sales require prior, written approval of the Board. The Walden Association has adopted a policy for such sales, which can be obtained online at www.waldenofaurora.com or from the MC.

11. No feeding of wildlife, with the exception of bird feeders, as it attracts and encourages nuisance behavior by these animals. Spilled bird food must be cleaned up on a regular basis to avoid attracting animals.
12. The mailbox structure is furnished by the Landings. Individual mailbox doors and locks are the responsibility of the individual Unit Owner at the Owner's expense. In addition to your own mailbox, there is an open mail slot (cubby) for each Unit Owner, parcel post boxes, and a postal letter drop box. When you have a parcel, a numbered key will be put in your mailbox. That number will designate the box in which your parcel is located. After opening the parcel post box, please remove your package, re-lock the box, and place the key in the letter drop box.
13. Advertising of any kind is prohibited. Solicitors must be asked to leave the CAs immediately. Any advertising fliers tacked to the bulletin board in the mail huts will be removed at the end of the month by the owner who volunteered to clean the mail hut that month.

III. LIMITED COMMON AREAS

"**Limited Common Areas**" are reserved for the use of a certain Unit or Units to the exclusion of the other Units. Limited Common Areas (LCAs) might include patios and landscape beds that are located adjacent to, in front of or behind each Unit (see individual Unit plot plans included with this handbook, identifying LCAs). The repair and maintenance in the LCA are the responsibility of the Owner.

A. General

1. Nothing is to be hung from a fence that is visible from the street or CAs, except decorations during holiday season as described in IX. F. 1. on page 18.
2. Unit Owners may plant and maintain flowers and shrubs in the LCA associated with their Unit.
3. No vegetable gardens are permitted. Unit Owners are permitted to plant vegetables in containers that may be placed on their patio. The planters should not be visible from the street.
4. Patio, porch or lawn furniture is permitted only on the surface of a deck or within the bounds of a patio area. Furniture is not allowed in driveways.

IV. INDIVIDUAL UNITS

The Fourth Amendment defines a “Unit” as follows: “... defined by Section 5311.10(l)(1) of the Ohio Revised Code and includes the entire structure (excluding any cinder block portion of any common walls) pursuant to the layout and delineation of a unit as shown on the drawings marked Exhibit “A” and “a-1” sheets 1 through 19, as amended from time to time.” (The referenced Exhibits are found in the Declaration.)

A. General

1. Operating a business from a Unit is prohibited. According to the city of Aurora zoning laws, Walden is not zoned for business operations. However, with the increase in our ability to use electronic technology that does not pose a threat to the safety, privacy, or our quiet enjoyment of our homes, technology advances provide increased opportunities to work from home. Therefore, the Landings will allow owners to use a portion of their unit for home office use whether it be for profit or non-profit. A private home office is allowed provided that the activities therein do not interfere with the quiet enjoyment or comfort of your neighbors. It is further understood that a home office is not to have customers routinely entering and exiting the premises. Examples of permitted home use include accounting, appraisal, arts & crafts, consulting, charitable work, and outside sales. Consideration of your neighbors should always be of utmost concern
2. Unit Use. A Unit Owner or occupant may use a portion of their Unit for their office, provided the activity or use:
 - a. does not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant;
 - b. does not involve the regular or full-time personal services of any employee in the Unit (with the exception of maintenance, repair, or improvements made to the Unit or Landings property itself);
 - c. does not result in any part of the Unit to be used as a classroom, studio, or day care facility for persons outside of the Landings;
 - d. does not result in walk-in traffic to the Unit from the general public or from regular or repeated business invitees to or from the Unit nor result in any door-to-door solicitation of other Unit Owners or occupants;
 - e. does not result in the Unit becoming principally an office as distinct from a residence or in the Unit developing a reputation as an office or commercial location;
 - f. is not apparent or detectable by sight, sound, or smell from outside the Unit;
 - g. does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the Unit, as determined by the Board;
 - h. does not violate any local or state zoning ordinances; or

- i. does not constitute a hazardous or offensive use or threaten the security or safety of other Unit Owners or occupants, as determined by the Board.
3. Each Unit shall only be used as a single-family residence.
4. If work is required to be completed by necessity on an individual Unit consisting of areas that are the responsibility of both The Landings *and* that Unit Owner, contractors will invoice each party accordingly. If the Unit Owner fails to pay his/her portion of the work directly to the contractor, the Landings may pay on behalf of the Unit Owner and apply such costs to that Unit Owner's account.

B. Flags

1. One standard-sized flag (not to exceed 3' x 5') of the USA is permitted to be displayed within the LCA on a pole attached to the wood trim only.
2. The flag must be made of nylon, polyester, or cotton.
3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
4. The installation of a free-standing flag pole in the ground is prohibited.
5. The flag must immediately be removed if it is worn, faded or tattered.

V. GARAGES, PARKING AND MOTOR VEHICLES

- A. The speed limit is 15 mph on all streets within the Landings.
- B. Garages should be used as primary parking spaces and garage doors should be kept closed when not in use to assure security of the residences and maintain a neat appearance.
- C. Secondary parking is in the owner's driveway to the left, right or in front of the owner's garage doors, or in the adjacent area to the owner's driveway (turnaround) and are to be used for any overnight guest.
- D. Visitor parking areas are to be used only for non-resident parking during the daytime hours.
- E. Overnight parking in visitor parking areas for non-residents may be used only under special circumstances. Advance notice must be provided to Carlyle Management.
- F. Overnight parking on the street is prohibited.
- G. Parking vehicles of any kind on the grass is prohibited.
- H. In the event an owner is having temporary guests that exceed the number of driveway spaces, turnaround spaces, and visitor parking spaces, parking on one side of the street with the cars facing in the same direction of traffic may be permitted with approval of the Board.
- I. Only when the number of drivers in a household and their respective vehicles exceed the number of parking spaces in their garage, then one car (not a truck) may be parked, with Board approval, in the owner's driveway year-round. (i.e., if the owner has a two-car garage but there are three resident drivers and three cars, they may

- request a Board variance, and if the owner has a three-car garage and finds they have the need for a fourth car and associated fourth driver, they may apply for a variance).
- J. Vehicle repairs shall be limited to the Owner's garage or in the driveway in front of the garage for no more than twenty-four (24) hours without prior written consent of the Board. Absolutely no fluids may be drained on driveways or CAs.
 - K. All vehicles within the CAs must bear current license tags. Any stored, abandoned, or disabled vehicle that is left for a period of over 48 hours or more may be towed at the vehicle owner's expense in addition to any other remedies required.
 - L. Note – if snow removal is necessary and vehicles are parked in an owner's driveway or turnaround space, the driveway will only be plowed at the discretion of the snowplowing contractor so as not to damage a residents' or residents' guest vehicle. Any damage to a vehicle that is parked overnight is at the owner's expense regardless of Board approval.
 - M. The following vehicles are prohibited from being parked within the Common Areas:
 - 1. Trucks or vans
 - 2. Buses
 - 3. Boats or boat trailers
 - 4. Campers or camper trailers
 - 5. Mobile and/or motorized homes and van conversions
 - 6. Recreational vehicles
 - N. Vehicles that are licensed, signed, used, painted or otherwise identified for commercial purposes must be parked within the confines of a garage unless providing temporary service to a Unit or the Landings.
 - O. Trucks, motorcycles, mopeds, snowmobiles, jet skis and bicycles must be parked within the confines of a garage.
 - P. Driveways and aprons must be kept clean of all debris, grease, oil, etc. at the owner's expense.
 - Q. Failure to follow or to appeal any of the above parking rules may lead to fines imposed by the Board (See section XIV).

VI. PETS

- A. All pets must be on hand-leashes and in control of the Owner at all times when outside of the Unit. Pets are not permitted to run free. No pet shall be tied or housed in the CA or LCA at any time. Likewise, pets may not be housed on patios.
- B. Pet Owners are responsible for the immediate and complete removal of feces dropped by their pets. Pet feces must be disposed of in a proper container.
- C. Pet Owners will be held liable for any and all damages caused by their pets to any CA including, but not limited to, shrubs, bushes, trees and grass. Also, pet owners shall be liable for any damage to any other Owner's unit or LCA.
- D. Unit Owners are limited to two household pets. No other animals shall be raised, bred or kept in any Unit or in the LCA.

- E. The Board has the right to require the owner of any pet to remove such pet from the Landings upon five (5) days notice if the pet is causing or creating a nuisance or unreasonable disturbance. Nuisance may be defined as the pet owner's failure to clean up after the pet or to keep the pet on a leash when outside. Unreasonable disturbance is defined as, but not limited to, excessive barking or being uncontrollable, etc. Upon the pet Owner's receipt of such notice, the Owner shall promptly and permanently, and without recourse, remove such pet from the Unit and from the Landings.
- F. Installation of retaining fences, visible or invisible, is prohibited.
- G. Dogs are required to be licensed by the time they are three months old, as required by City, County or State Codes, Including Ohio Revised Code Section 955 as may be amended from time to time.

VII. SECURITY

The Walden Association contracts for security services that are currently provided by Securitas. They provide patrols of all streets in Walden and are available to provide emergency assistance to residents when needed. **Direct contact to the patrol officer by phone is (440) 313-6331. The dispatcher phone number is (440) 887-6800.** It is recommended that residents who will be away for an extended period of time notify security and your neighbors.

VIII. CONTRACTED SERVICES

A. Rubbish Removal

1. The City of Aurora contracts with a private hauler for rubbish collection. Individual Owners contract with the hauler (currently Rumpke) and pay for the type of service desired. If an Owner opts for 'Super Service', anything placed at the curb will be collected. Recyclables are collected by Portage County. Currently, both are collected in the Landings on Mondays. If Monday is a holiday, collection will be on Tuesday.
2. Materials to be collected may be placed at the curb in the evening prior to collection. Rubbish containers should be removed within 12 hours of collection.
3. If you are disabled, and are unable to move your trash to the curb, call the City of Aurora Service Department at 330-995-9116 for information about having trash pickup at your garage door.
4. Except on the day of collection, rubbish, garbage, and other items to be disposed of must be stored in such a manner that is not visible from the street, other property, or CAs.
5. Please inform workers at your Unit to not park in the street on Mondays so as not to interfere with the garbage or recycling truck.

B. Landscaping/Snow Removal

Landscaping services are contracted on a yearly basis. The contracted services include, but are not limited to, the following:

1. Regular grass and lawn maintenance, including, but not limited to, cutting, weeding, and fertilizing of CAs.
2. Care and maintenance of all CA trees, including pruning and dead tree removal.
3. Care of shrubs and shrub beds in the front of condos.
4. Mulching will be contracted every other year to mulch front beds.
5. Snow will be removed from streets, driveways, and front walkways (in that order). Salt will be applied to critical areas.
6. **Unit Owners or residents may not give work instructions to any landscaper or employee.** If there is a need for additional work (such as the removal of a dead tree, for instance), the Unit Owner must call and report it to the MC. Any expenses arising from additional work performed as the result of direct instructions from a resident to the landscaper, without Board or Management approval, will be charged to that Unit Owner.

C. Exterminating Service

1. Pest control preventative spraying of the exterior is scheduled in the spring by the Board. For exterior pest problems at other times, contact the MC.
2. An Owner requiring Pest control service inside a Unit should contact the MC. The Landings is responsible for payment of interior service charges, excluding critters.
3. The Landings has contracted with a critter removal service for the months of May through September. The contractor will treat/remove critters from the exterior CAs and LCAs. If you are experiencing a critter problem around the exterior of your Unit, contact the MC.
4. Once you report your problem, the MC will contact the pest or critter control service, report your problem, and arrange for treatment.
5. The Landings will pay for one week's trapping service per twelve months (rolling). If the owner wishes to continue trapping, it will be at the owner's expense.

IX. TREE/SHRUB REPLACEMENT POLICY

The Landscape Committee of the Landings (Landscape Committee) is responsible for making recommendations to the Board regarding tree/shrub (trees) removal and replacement. These decisions include trees located in either the CAs or the LCAs. Tree replacement will be considered only for trees removed from LCAs.

1. When a tree is removed from a LCA and the Landscape Committee determines that replacement is appropriate, the Board will determine whether the removal, (including stump grinding), and replacement (including purchase and planting) of a new tree will be paid for fully or in part by the Landings. A maximum of \$300 may be approved.

2. Owners may elect to provide additional personal resources above the amount approved for replacement of trees removed from the LCA.
3. Owners who elect to provide additional funds should reimburse the Landings after the work has been completed. Invoicing and collection will be handled by the MC.
4. Selection of trees to be planted in the LCAs and contracting of the work will be negotiated between the Landscape Committee and the owner. If no agreement can be reached, the Board will make the final decision.
5. When the Landscape Committee recommends that a tree will be removed from a CA, it is solely the decision of the Board to replace the tree. The replacement will be paid for by the Landings.
6. When trees are deemed to be a danger to residents or structures or may block driveways, the Landscape Committee will review the circumstances and recommend to the Board that removal will be paid for by the Landings.
7. All questions by owners regarding both tree removal and tree replacement should be presented in writing to the Landscape Committee PRIOR to the start of any work or the purchase of any materials.
 - a. Urgent review can be requested by a phone call to the MC.
 - b. Routine review should be submitted to the Landscape Committee in writing.
 - c. No *ex post facto* reimbursements will be given to residents who incur expenses without receiving approval by the Board.

X. BUILDING GUIDELINES

To create exterior uniformity, preserve integrity, and establish common guidelines and standards for improvement projects within the Landings, all changes must be approved by both the Board and the Walden Architectural Review Committee. Specifically, any alteration that materially changes the exterior appearance of any existing structure, or commences any new use on any lot, including, but not limited to, landscaping elements, requires such approval. These alterations include, but are not limited to, satellite systems, doors, storm doors, windows, lighting, fencing, patios, decks, front door color, outdoor lighting fixtures, roofing, etc. The Walden Architectural Standards, available online at www.waldenofaurora.com, offer clear, concise, and helpful guidelines. Replacements in kind, or repairs with like materials, do not require approval. If in doubt, contact the MC for assistance.

Application for Approval Process:

1. Complete The Walden Association Architectural Application, which is available online by visiting www.waldenofaurora.com or from the MC. It is also included in the Appendix of this document.
2. Submit the request to the MC for Board approval. All requests should be supported with sufficient detail and diagrams to be adequately reviewed.
3. If additional information is required, The Board will return the request within 14 days.

4. If approved by the Board, the application will be forwarded to the Walden Architectural Review Committee for review and approval.
5. The Unit Owner will receive written notice from the Board and the Walden Architectural Review Committee approving or denying the architectural modification request within thirty (30) days of the original request.
6. Additionally, the Unit Owner should review the Walden Architectural Standards (also available on-line at (www.waldenofaurora.com) for guidance on process and standards.
 - a. Following written approval from the Board, it will be the Unit Owner's responsibility to secure necessary building permits, if any.
 - b. Once material for the approved construction of an exterior modification is placed in the Landings, the work must begin and continue through completion in a reasonable timeframe and in a manner that will not appreciably detract from the Landings appearance, inconvenience neighbors, nor interfere with the Landings service contractors.
 - c. Modifications or additions must be completed exactly as described in the request and final Board approved drawings.
 - d. Following completion of a modification, addition, or change to the exterior of a building, the surrounding landscape/lawn LCA and CA, including shrubs, must be immediately restored to the original or better condition at the expense of the owner responsible for the project.
 - e. Any damage that occurs as a result of a modification, addition, or change to the exterior of a building or to any CA or LCA is the responsibility of the owner. Repairs must be completed in a timely manner at the responsible owner's expense and restored to the original or better condition.
 - f. All additions or modifications constructed in an LCA by a Unit Owner must be maintained by the Unit Owner.

In addition to the general requirements of Section 6 above, the following guidelines address specific improvement projects and/or exterior modifications:

B. Satellite Dishes and Antennas

1. Any Owner wishing to place a Satellite System on a unit must submit an application following the procedures outlined in the Application Process of the Architectural Committee Guidelines. A plan view of the residence showing street location and neighboring dwellings is necessary. Photographs would be helpful and are encouraged.
2. Installation on cedar shake roof surfaces is prohibited, voids the roof installer's warranty, and may cause roof leaks.
3. The application will be judged on the location in reference to visibility by neighbors and to street traffic. If the antenna can only provide satisfactory reception if installed in a location open to public view, screening of some sort may be proposed.

C. Hot Tubs

Exterior hot tubs are prohibited.

D. Barbecue/Fire Pits

Barbecue grills, fire pits, or other enclosed types of **permanent** sources of flames are prohibited. Portable units are allowed on decks and patios as long as they are in compliance with Aurora fire codes (flames be at least 10 feet from any structure).

E. Detached Buildings

Sheds or other type of detached buildings are prohibited.

F. Decorations

1. Temporary seasonal decorations are permitted but must be installed no more than 4 weeks prior to the Holiday and removed within 4 weeks following the Holiday (weather permitting.)
2. All other 'yard art' or lawn ornaments must be restricted to the LCA and should not be visible from the street.

G. Fence Policy

A goal of the Board is to continually maintain the fences in the CAs. The Board will keep a record of the condition of all fences in the Landings. Each year, the Board will inspect the fences and update the record.

1. LCAs. If a fence in the LCA has deteriorated and is in need of repair/replacement, the Board will notify the responsible owner, or owners in the case of joint privacy fences. If a damaged or deteriorated fence is identified by an owner instead of the Board, the owner should notify the MC. The MC should be notified before any private work or expense is incurred by the owner. The MC, in conjunction with the Board, will inspect the fence and determine if it is in the LCA or CA. If the fence in question is located in the LCA, the owner will determine a remedy from the following alternatives and the expenses will be the responsibility of the owner:
 - a. Remove the damaged fence with no replacement. Board approval is required.
 - b. Remove all (or the damaged portion) of the fence to repair/replace. New fencing should consist of treated lumber and be stained a color to match the unit's exterior.
 - c. Plant Board-approved shrubs or trees.
 - d. The Walden Architectural Review Form must be completed when there are any appearance changes or landscaping alterations, submitted to the Board, and approved by the Walden Architectural Review Committee. When appropriate, a neighbor should be involved.
2. CAs. If the fence in question is located in the CA, the Board will determine a remedy from the same list of three alternative solutions. The Board will schedule the fence for future removal or repair/replacement in consultation with the owner. The plant alternative will be considered only if it is less costly than the

repair/replacement option. The timing of the repair/replacement of a CA fence is dependent upon the condition and location of the fence, the availability and cost of materials and labor, and the Reserves allocation for fence repairs from Landings funds.

H. Painting and Paint Colors

1. The Landings Association is responsible for painting the unit exteriors and fencing on a rotating basis. Annually, the Board and the Association's painter inspect each unit in addition to reviewing the unit's painting history. This review helps set priorities for the upcoming year.
2. When doing touch ups, be aware that environmental conditions may affect the current color of your unit. Formulas are on file at the Aurora-Bainbridge Sherwin Williams store under painting contractor, Mark Beamer. Contact the Landings President if you would like to borrow exterior paint color samples.
3. If an owner would like to change the current color of the unit, check first with your attached neighbor(s), if applicable, for agreement. All changes must be approved by the Landings Board and Walden Architectural Committee through completion of the *Walden Architectural Application* which can be located at waldenofaurora.com. Also, the form is included at the end of this Handbook. Owners, who desire a color change, are responsible for the cost of the second coat of paint.
4. Review Walden Architectural Standards for approved door colors or check with the Aurora-Bainbridge Sherwin Williams store. Select your preferred color and complete the *Walden Architectural Application* for approval.

I. Miscellaneous

Awnings, shutters, and window air conditioners on the exterior of the units are not permitted.

XI. SALE OR LEASE OF UNIT

A. Leasing Unit

1. An amendment to the Declaration adopted in October 2009 restricts the leasing of units unless you had previously registered your unit as a rental in writing when the amendment was passed or to meet a Special Situation (one time hardship exception) and only after the Unit Owner has held Title for at least two (2) years. An estate following the death of a Unit Owner and/or a Unit Owner transferring a Unit by gift to a trust shall be exempt from the requirement of being the titled Unit Owner for a two (2) year period. (“Leasing” includes leased, let or rented units.)
2. Leasing or sub-leasing of a Unit for transient or hotel purposes, as defined as periods less than six (6) months, is prohibited. Leases must be a minimum of six (6) months and no longer than two (2) years under the “hardship” provision of the aforementioned amendment.
3. The Unit Owner must provide the MC with the following information before a resident takes up residence:
 - a. Copy of lease;
 - b. Full name of Tenant(s);
 - c. Names of all occupants of the Unit;
 - d. Home and Business telephone number of Tenant(s).
4. The Owner is responsible for making the Tenant aware of the Rules.
5. The lease document must contain a clause making it subject to the Covenants and Restrictions in the Declaration, By-Laws, and Rules.
6. The Owner is responsible for Tenant violations of the Declarations, By-Laws, and Rules and will be responsible for rule violation assessments.
7. The Owner is responsible for the Landings monthly maintenance fee and any special assessments.

B. Sale of the Unit

1. Any unit owner wishing to sell or gift a unit must give notice to the Board. The Board has right of first option to purchase any such unit.
2. The MC will coordinate the required paperwork with banks, realtors, appraisers, and escrow agents. A transfer fee, currently \$145, will be charged. Payment to be negotiated between the buyer and the seller.
3. The seller is responsible for providing the following information to the buyer:
 - a. Copies of the Declaration and By-Laws.
 - b. Copy of the Handbook of Rules and Information.
 - c. Written notice of any and all known architectural improvements or changes made by the seller or previous sellers which are the responsibility of the Unit Owner to repair and maintain.
4. Updated Owner/ Occupant information is required. Please find said Form at the end of this Handbook.

5. "For Sale" signs are prohibited except in a window of the Unit. (sign not to exceed 8 sq.ft.)
6. Professionally conducted estate sales require prior, written approval of the Board.

XII. LAKE SAFETY POLICY

No swimming, wading, boating, ice skating or walking on ice is permitted on the lake in Walden. Children must be accompanied and supervised by an adult at all times when near the lake. Landings unit owners, renters, and residents are personally responsible for communicating and enforcing this safety policy with family members and guests.

XIII. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTIONS

- A. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the twenty-fifth (25th) of the month.
- B. An administrative late charge of twenty-five dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance of the assessment (subject to increase upon further notice).
- C. Any costs, including attorney's fees, recording costs, title reports, and/or court costs incurred by the Landings in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.
- D. Any payments made shall be applied in the following order:
 1. Interest and/or administrative late fees owed to the Landings.
 2. Collection costs and/or attorney's fees incurred by the Landings.
 3. Principal amounts owed on the account for common expenses and assessments.
- E. Any past due assessments may cause a lien or foreclosure to be filed against the Unit.
- F. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the By-Laws, or the Handbook of Rules and Information, the Landings may, but shall not be obligated to, undertake such performance or correct such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorney's fees, of such performance or correction incurred by the Landings. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Landings may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
- G. If any Unit Owner is delinquent in the payment of any fees for more than thirty (90) days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

XIV. COMPLAINT PROCEDURES

When a Unit Owner notices that another Unit Owner is in violation of a rule, it is recommended that the former owner address the concern with the latter owner prior to filing a formal complaint. If the issue is not rectified after amicable attempts have been made, please follow the procedure as outlined below:

- A. Complaints concerning any violations must be made to the MC in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable.
- B. Reports of a violation should include the violator's name or Unit address (both, if available) and a detailed description of the alleged violation including the date, time and location, etc.
- C. The Board and/or the MC will correspond with the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to correct the alleged violation.
- D. If the reasonable efforts to effect compliance are unsuccessful, the offending Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the following Section XIV, "Enforcement Procedures and Assessments for Rule Violations."

XV. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULES VIOLATIONS

- A. The Unit Owner shall be responsible for any violation of the Declaration, By-Laws, or Handbook of Rules and Information by the Unit Owner, guest(s) or the residents, including tenants, private contractors, if any, of his or her Unit.
- B. Notwithstanding anything contained in this Handbook, the Board shall have the right to proceed immediately or otherwise with legal action for any violation of the Landings' governing documents as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney's fees, shall be added to the account of the responsible Owner.
- C. Also, all costs for extra cleaning and/or repairs stemming from any violation will be added to the account of the responsible Unit Owner.
- D. In addition to any other action and in accordance with the procedure outlined in Section E(4) below, actual damages and/or an enforcement assessment of up to, but not exceeding, \$50.00 per occurrence, or, if the violation is of an ongoing nature, per day may be levied by the Board against a Unit Owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, written notice will be served upon the alleged responsible Unit Owner specifying the following:
 - 1. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
 - 2. A description of the Landings damage or violation.
 - 3. The amount of the proposed charge and/or enforcement assessment.

4. A statement that the Unit Owner has a right to and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- F. To request a hearing, the Unit Owner must mail or deliver a written request for a hearing to the MC, which must be received by the Board no later than the tenth day after receiving the notice required by Item E. 4 above.
1. If a Unit Owner timely requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
 2. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in an Executive Session, and proof of the hearing, evidence, and/or written notice to the Unit Owner to abate action and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- G. The Landings may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

XVI. POLICIES AND PROCEDURES FOR COLLECTIONS

- A. The following actions will be taken for delinquent accounts:
1. If an account is delinquent for 90 days, written notice will be hand-delivered, mailed or posted on the Unit Owner's front door.
 2. The Landings reserves the right to use all means within the law to collect the debt, which may include court action against the delinquent Unit Owner.
 3. If an account remains delinquent for 90 days, a letter will be sent by the Landings' Legal Counsel to file a lien against the Unit Owner's property. The Landings Legal Counsel is fully authorized by the Board to file liens.
 4. If accounts remain delinquent for 150 days, the Board may initiate a foreclosure action. Foreclosure actions may be delayed due to litigation (if applicable).
- C. Unit Owners will be responsible for:
1. All moneys due to the Landings.
 2. A \$25.00 per month administrative late charge.
 3. All legal fees associated with the collection process.
 - a. Any payments made will be applied in the following order:
 - i. Interest and/or administrative late fees owed to The Landings.
 - ii. Collection costs and/or attorney's fees incurred by The Landings.
 - iii. Principle amounts owed on the account for common expenses and assessments.

XVII. INVOICE REIMBURSEMENT PROCESS

Residents should refer to pages 6-7 of this Handbook for Landings vs Owner's responsibilities. If repairs are needed in areas of Association responsibility, even in emergency situations, the resident should contact the management company representative by email rather than contacting a contractor directly. Reimbursement is not guaranteed if the resident retains and pays a contractor directly because all work orders in areas of the Landings responsibilities require prior Board approval. The following process provides an efficient and effective control process for payment of invoices. This process establishes a consistent flow of invoices from:

Landings resident → Treasurer → Carlyle.

****INVOICE/RECEIPT SHOULD NOT BE SUBMITTED DIRECTLY TO CARLYLE BY RESIDENT****

Invoice Reimbursement Process for Landings Work with Approved Budget lines is:

1. Only when a Landings resident is satisfied with the work and invoice amount should s/he sign and date the invoice, as approved. If receipt is for materials only, materials must be satisfactory as well.
2. Landings resident should email copy of signed invoice to the Treasurer. Resident should keep the **original**.
3. Treasurer will **NOT** inspect jobs or materials; inspection is the sole responsibility of the Landings resident.
4. Treasurer reviews invoice. If the Treasurer approves the payment, the Treasurer writes the payment code and "approved for payment" in an email to the MC along with the approved invoice. Landings resident receives email copy.
5. Treasurer and Landings resident expect payment will be processed by the MC at the next check cutting day (≤ 2 weeks). Resident should expect to receive payment in less than 30 days from date of invoice.

INVOICE REIMBURESMENT REQUESTED by a RESIDENT for WORK with APPROVED BUDGET LINE that is the LANDINGS RESPONSIBILITY without BOARD APPROVAL

1. Resident should still send the invoice to the Treasurer with an explanation of why payment was made by the resident without approval by the Board.
2. The Board will decide whether or not the resident is entitled to a reimbursement even though the resident did not follow the above established process.
3. The resident should not expect to be reimbursed for the full retail price for the services and materials. Instead, if reimbursement is granted by the Board, it will be at the amount that the Board would have paid its contractor.

IMPORTANT TELEPHONE NUMBERS

Emergency:

Police/Fire Emergency _____ 911
Portage County Sheriff _____ (330) 296-5100
Police - Non Emergency _____ (330) 562-8181
Fire/EMS – Non Emergency _____ (330) 562-7171
Poison Control Center (National Number) _____ (800) 222-1222

Utilities:

Ohio Edison (Electric) _____ (800) 633-4766
Dominion (Gas) _____ (800) 362-7557
Division of Water - City of Aurora _____ (330) 995-9109
Division of Sanitary Sewers – City of Aurora _____ (330) 995-9109

Carlyle Management Company:

Customer Service _____ (216) 464-7465, x 241
Fax _____ (216) 464-0259
Emergency _____ (216) 464-7465

General:

Aurora Public Library _____ (330) 562-6502
Post Office (Aurora) _____ (330) 562-7505
City of Aurora Service Dept. _____ (330) 995-9116
City of Aurora _____ (330) 562-6131

Services:

Royce Direct to Patrol _____ (440) 785-1022
Rumpke Trash _____ (800) 828-8171
Portage County (Recycle) _____ (330) 678-8808

THE LANDINGS OF WALDEN CONDOMINIUM ASSOCIATION OWNER/OCCUPANT(S) INFORMATION

The Ohio State Condominium Laws, Statute 531.09, (A)(2), states that, "Within thirty days after a Unit Owner obtains a condominium Ownership interest" that this information be provided to The Landings, and 531.09, (A)(3,) states that, "

Within thirty days after a change in any information that division (A)(2) of this section requires, a Unit Owner shall notify the The Landings, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information."

OWNER(S) NAME(S): _____

UNIT ADDRESS: _____

BILLING ADDRESS: _____
IF DIFFERENT THAN UNIT ADDRESS

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

EMAIL: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

The following information is required in order to more effectively protect your property and possessions:

VEHICLE(S): 1) Color, Make & Model _____ License # _____

2) Color, Make & Model _____ License # _____

3) Color, Make & Model _____ License # _____

PET(S): if none, check here

Dog: _____ Cat: _____ Type (Breed): _____ Color(s): _____

Dog: _____ Cat: _____ Type (Breed): _____ Color(s): _____

EMERGENCY CONTACT NAME: _____ PHONE: _____

Must be able to provide access to your Unit for Emergency entry

Please note that this form is to be completed in its entirety to prevent the The Landings from re-requesting the information. Providing partial or no information within the required 30 days of receipt may result in the Board taking any and all action within their means to elicit compliance of the request for information. Thank you in advance for your timely response.

The Walden Association Architectural Application

Procedure

What Type of Work Must have Approval?

- All changes to the exterior of your home or the land surrounding your home must be approved by the Walden Association Architectural Committee and your Condominium Association if you live in one. Condominium owners must first receive approval from their Association. Single-family homeowners must communicate their application to the Walden Association management company, Carlyle Management Company, Steve Avner at savner@carlylemanagement.com

Your Procedure:

- Complete the form that is part of this application and if applicable, first secure approval from your Condominium Association. If you are a “Single Family” homeowner, submit your application to Carlyle Management Company, Steve Avner at savner@carlylemanagement.com or Gina Ehrhart, Chairwoman of the Walden Architectural Committee (WAC) at ginaehrhart@yahoo.com for approval.

What must be Submitted:

- **Building Construction (including decks):**
 - Requests for approval include design drawings or photos to assure quality construction and compliance with other requirements of the Architectural Committee and the Covenants and Restrictions (Declaration Article VIII).
 - A plot plan that shows Common and Limited Common areas if you live in a condominium or lot lines if you are a “Single Family” homeowner.
- **Hardscape (patios & walkways)**
 - Drawings and photos to assure quality construction and compliance with other requirements of the Architectural Committee and the Standards, Covenants and Restrictions (Declaration Article VIII).
- **Notify the WAC and Gina Ehrhart ginaehrhart@yahoo.com when your work is completed.**
- **If the City of Aurora requires a building permit, then it is your responsibility to obtain it. Your contractor must be registered with the City of Aurora.**
- **Owner assumes all responsibility for quality of work, work performance, and compliance with all codified ordinances for the City of Aurora, OH.**

Owner & Date _____

Condominium Association or Single-Family Home: _____

Address: _____

Phone Number: _____

Email Address: _____

Type of Work/Standards (check each item below that is part of your application)

- **Paint Colors (pg. 6-9)**
 - Siding _____
 - Doors _____
 - Windows _____
- **Outside Lighting (pg. 10-18)**
 - Wall Sconces _____
 - Landscape/Up-Lighting _____
 - Lamp Posts _____
- **Privacy Fences (pg. 19) _____**
- **Decks (pg. 20-23) _____**
- **Docks (Pg. 24-25) _____**
- **Retaining Walls (pg. 26-34) _____**
- **Patios & Walkways (pg. 35-39) _____**
- **Doors (pg. 42-46) _____**
- **Garage Doors & Service Door (pg. 46-47) _____**
- **Windows (pg. 48-49) _____**
- **Door & Window Frames (pg. 50) _____**
- **Roofing Shingles (pg. 51-56) _____**
- **Skylight/Chimneys/Flus (pg. 57) _____**
- **Digital Satellite Antenna Systems (pg. 59) _____**
- **Room Additions (architectural drawings are required) _____**

Note: For additional information please refer to the Walden Association Architectural Standards (located on the Walden Association website www.waldenofaurora.com). Also, page numbers for each above Architectural Standard correspond with the Walden Architectural Standards.

Provide a detailed overview of your project. Include & attach images and drawings where needed.

Condominium Association Approval

- Board Member Signature: _____
 - Board Member Signature: _____
 - Association/Board Comments: _____
-

Walden Association Architectural Committee (WAC) Approval

- Committee Member Signature: _____
 - Committee Member Signature: _____
 - WAC Comments: _____
-

Key Information:

- **All external architectural changes and/or addition (decks, 3 season rooms, building additions etc.) applications** must include design drawings and photos to assure quality construction and compliance with other requirements of the Architectural Committee and the Covenants and Restrictions (Declaration Article VIII) Additionally, the WAC can request a Professional Signature when needed.
- **City of Aurora Building Department & Architectural Review Board**
 - About the Board: The City of Aurora Architectural Board of Review examines plans submitted to the Building Department for conformity with its established guidelines and applicable Codified Ordinances to protect and preserve the value, appearance, and character of the buildings and related structures.
 - Plans Subject to Review: Plans for all new buildings, additions, renovations that include exterior work are all reviewed by the Architectural Board of Review. The design and materials used must be approved by the Board before a building permit can be issued.
 - City of Aurora building permits and using City of Aurora licensed/register contractures is mandatory.
- **Walden Association Architectural Application must be submitted and approved for all external work. Also, the Committee is empowered to address any violations.**
- **The Walden Association website is an excellent reference when considering exterior improvements to your home.**

Revised 3/15/2021