

THE WOODLANDS
AT
OAKHURST NORTH CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS BOOKLET

This manual is a supplement for:
THE DECLARATIONS OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS
AND BY-LAWS FOR
THE WOODLANDS AT OAKHURST
NORTH CONDOMINIUM ASSOCIATION

----FINAL DOCUMENT----

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THE WOODLANDS AT OAKHURST NORTH CONDOMINIUM ASSOCIATION RULES AND REGULATIONS BOOKLET

Preface

Welcome to the Woodlands at Oakhurst North Condominium Association! We are happy to have you and your family as part of our community.

The Rules and Regulations you are about to read exist in order to protect the Unit Owner's invested interest in maintaining an environment of quality and uniformity. It is the association's goal to maintain the property as a first-class association and to maximize the enjoyment of each owner's property without interfering with the rights of other owners.

The Woodlands at Oakhurst North Condominium Association, (hereafter referred to as "The Woodlands") requires the cooperation of all residents to stay in compliance with the Rules and Regulations in order to enjoy the attractive environment which makes The Woodlands a premier location to live.

The Rules and Regulations apply to all Unit Owners, Residents, Occupants, Tenants and guests. Each is also responsible for adhering to the Rules and Regulations. The intent of this document is to highlight what is contained in the Declarations and By-Laws and to provide further explanation. To the extent that the provisions of applicable law (federal, state, or local), the Declaration and By-Laws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations and By-laws and then the Rules and Regulations, in that order.

Please be sure to register your information with our Property Management company and provide your e-mail address so that you can stay up to date with communication within our community.

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I. Administration of Property

Section 1 – The Woodlands

- A. *Units.* The Woodlands consists of two hundred seventeen (217) units and is a not-for-profit corporation.
- B. *Votes.* Each Unit has one (1) vote that may be cast on certain issues, such as the election of five (5) persons to serve on the Board of Directors. Only one (1) Unit Owner can be a voting member per Unit.

Section 2 – Board of Directors

- A. *Members.* The Board of Directors (aka “Board”) of the Woodlands is composed of five (5) elected Owners. Only one (1) Owner from each Unit may be a member of the board.
- B. *Terms.* Terms are staggered for one (1) or two (2) years.
- C. *Responsibilities.* The Board of Directors administers, manages, and governs the affairs of the Woodlands. Board Members do not receive pay; the Board of Directors is a voluntary position.

Section 3 – Board Meetings

- A. *Meetings.* Board meetings are held no less than four (4) times each year.
- B. *Notifications.* Letter of notification for each meeting will be delivered to each Unit Owner and include the time, place and purpose of such meeting.

Section 4 – Annual Meeting

- A. *Election.* Each year, in the month of December, the Owners meet to elect or re-elect Board Members to fill the expiring terms.
- B. *Notifications.* Letter of notification for each meeting will be delivered to each Unit Owner and include the time, place and purpose of such meeting.

Section 5 – Special Meetings

- A. *Notifications.* Special meetings may be called at any time when the approval of Unit Owners is required. In the event of a special meeting, the Board will provide written notice in compliance with the Declaration and By-Laws.

Section 6 – Management

- A. *Contact.* The Board of Directors, pursuant to its powers, has retained the services of a professional property management company. Owners should contact the management company on all administration and maintenance matters.

Section 7 – Members

- A. *Ownership.* Membership in the Association shall include every person or entity who owns a fee simple title in any Unit including contract sellers, beneficiaries of trusts holding legal title, and the Declarant while still holding title to any Unit.

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II. Advertising

Section 1 – Signs

- A. *For Sale.* No advertising signs or billboards shall be erected, placed or permitted to remain on a Lot except as follows. All signs must be weather resistant, not handmade.
 - a. “For Sale” signs are limited to one (1) standard type “Realtor” or commercially available “By Owner” sign of not more than five (5) square feet may be placed only in front of the unit. All signs must be removed within twenty-four (24) hours after the conclusion of the sale.
 - b. One (1) standard or commercially available “Open House” sign is allowed on the Common Elements only on the day of the open house.
 - c. Special occasion signs such as Birthdays, Birth, etc. supplied by a sign rental company may be placed for no longer than one (1) week.
 - d. Garage Sale signs are limited to one (1) per unit on the day of the event only.
- B. *For Rent.* No “For Rent” signs may be posted anywhere in The Woodlands.
- C. *Political.* A sign promoting the candidacy of an individual for public office can be placed on the interior portion of any window that is part of a Unit. However, such signs cannot be affixed to any portion of the exterior of a building and cannot be placed on the Common Elements or Limited Common Elements.
- D. *Other.* Advertisement signs for business or commercial activities and “No Parking” signs (other than those posted by The Woodlands), cannot be posted on the exterior of Units, on the Common Elements, Limited Common Elements, or garage doors.

Section 2 – Soliciting

- A. No soliciting is permitted on the Woodlands property without prior written consent of the Board of Directors.

III. Appearance & Architectural Modifications

Section 1 – Architectural Modifications

- A. *Doors and Windows.* The Unit Owner is responsible for the repair and maintenance of all windows, doors and screens. All windows, doors, and screens must be in good condition at all times. Any windows, doors, or screens not maintained by the Unit Owner after notification will be repaired/replaced by The Woodlands at the Unit Owner’s expense.
 - a. *Front Doors.* Front doors may not be changed from the style and color as originally installed by the developer. Front doors must be painted with Sherwin-Williams, Olympic Range, Color number 2385. Front door replacements shall require approval by the Board via the Architectural Modification Form (Exhibit B).
 - b. *Storm Doors.* Storm doors must be Almond, Green or white. Storm door replacements shall require approval by the Board via the Architectural Modification Form (Exhibit B).
 - c. *Garage Doors.* Garage doors are to be closed overnight. Replacement of garage doors must be the same, in coordination with other Units. The Unit Owner is responsible for the repair and maintenance of all hardware (i.e., springs, gears, rails, etc.). Any garage door opener is solely the responsibility of the Unit Owner. All garage doors must be painted with Sherwin-Williams, Oil-Based Semi-Gloss, Color Number SW7526, Maison Blanche. Garage door replacements shall require approval by the Board via the Architectural Modification Form (Exhibit B).
 - d. *Window Coverings.* Temporary window coverings such as sheets, newspapers, bedspreads, etc., must be removed within sixty (60) days after occupancy of the Unit unless otherwise approved

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by the Board. Permanent window coverings must be a solid, neutral color as seen from the outside.

- B. *Patios/Decks*. Deck and patio modifications are prohibited. Patios cannot be extended with pavers. Customary patio and garden furniture are permitted.
 - a. Patio/Balcony areas shall be kept neat and uncluttered so as not to create unsightly views for other Unit Owners/Residents or Visitors. Patio/Balcony areas are not to be used for general storage or any items other than patio furniture, barbecue grill – limited to one (1) grill, and a reasonable number of flowerpots. These items may not be left on the lawn or Common Elements.
 - b. Any damage to patio/decks resulting from the Unit Owner/Resident shall be the responsibility of the Unit Owner.
- C. *Privacy Fences*. Privacy fences may not be altered in any way, including but limited to adding on to, painting of, etc. without Board approval via the Architectural Application and Review Form (Exhibit B).
- D. *Security Cameras*. Security camera installation shall require approval by the Board via the Architectural Modification Form (Exhibit B). Cameras must not be installed on the face of the building, near or above garage doors and unit numbers.
- E. *Lights*. Unit Owners are responsible for replacing light bulbs in exterior fixtures. No additional light fixtures are allowed.
 - a. Replacement of exterior light fixtures must match existing fixtures and be in the same location. Replacement shall require approval by the Board via the Architectural Modification Form (Exhibit B).
 - b. Unit Owners are recommended to purchase motion sensor, dusk-to-dawn, or smart lights for the front and rear lighting fixtures. Light bulbs must be either white or clear in color, except during a holiday season (see Article VII, Section 1(J)).
 - c. No freestanding yard lights, lampposts, or bug lights (gas or electric) shall be temporarily or permanently installed anywhere in the Common Elements or Limited Common Elements. No string lights can be hung anywhere in the Common Elements or Limited Common Elements, unless for holidays (see Article VII, Section 1(J)).
 - d. Ground lights are limited to black, bronze, or pewter-colored fixtures and are permitted only along sidewalks and patios (in existing plant beds) to not interfere with mowing, edging, or snow removal. Ground lights are not permitted on grass. Wiring and transformers must be installed out of view or underground. Unit Owners are responsible for the maintenance of ground lights. If not maintained, the lights may be removed at the Unit Owners expense.
- F. *Window Air Conditioners*. Window air conditioners and window fans are prohibited.
- G. *Extras*. Awnings, gazebos, overhead structures, sheds and screened in structures are prohibited.
- H. *Satellite Dishes*. All satellite dishes must be installed in a safe and proper manner. Professional installers must be insured and bonded, although a Unit Owner may install the dish. If a Unit Owner installs their dish, they must execute a Hold Harmless Agreement (Exhibit C) that will require the Unit Owner to agree to indemnify and hold harmless the Woodlands Association in the event there is any harm to a person or property resulting from the installation, maintenance, or use of the satellite dish.
 - a. To preserve the aesthetic look of the Woodlands, please follow the below guidelines:
 - i. The dish may not exceed one (1) meter (39.37 inches) in diameter.
 - ii. Satellite dishes, and/or wiring/cables of any type, may not be installed on Common Elements.
 - iii. Satellite dishes, and/or wiring/cables of any type, should not be installed on the front of any building (driveway side), nor should they be installed in an area that can be seen from the front of the building.

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- iv. The dish should be installed in the rear of the building on a pole in a landscape bed immediately adjacent to the patio or balcony.
- v. All wires must be buried deep enough to allow cultivation of the grounds.
- vi. The pole and dish combined may not exceed thirty-six (36) inches in height.
- vii. The Unit Owner will be charged for any necessary landscaping replacements if damage occurs as a result of the installation.
- viii. The Dish cannot be attached to the building in any way, including on the deck (unless it is the only way to get reception). If a Unit Owner/Resident cannot get reception by following the above guidelines, the dish can be placed on the roof but only in the location approved by the Board via the Architectural Application and Review Form (Exhibit B). The dish may not be installed on any deck. If your home is sold, the dish must be taken down and the roof repaired.
- ix. Any structural damage caused by the installation of the dish becomes the Unit Owner's responsibility and must be fixed immediately. The Association is not responsible for any future repairs related to the installation of the dish.

Section 2 – Building

- A. *Buildings*. No Unit Owner, Resident, Renter, etc. shall make any additions to, removal from, or alterations to any exterior of any building.
- B. *Dryer Vents*. Exterior dryer vents will be maintained by the Woodlands. For safety issues and warranties, Unit Owners are not to attempt cleaning the exterior roof vents. Interior dryer vents are the Unit Owners responsibility.
- C. *Maintenance Requests*. Any and all requests for building maintenance and/or repair must come directly from the Unit Owner.

Section 3 – Landscaping

- A. *Bird Baths*. Bird baths are prohibited.
- B. *Bird Feeders*. One (1) bird feeder is allowed in the mulched area in the rear of a unit. Bird feeders are not permitted in the front of units. The Unit Owner/Resident must maintain the bird feeder at all times, including keeping Common Elements clean (i.e. from bird droppings and any weed growth due to seed droppings) and maintaining food levels.
- C. *Dead plants*. The Woodlands shall maintain and replace original/replaced landscaping on the Common Elements. Should any original landscaping die, it shall be the duty of the homeowner to notify the Board or Property Manager so an inspection can be performed to determine the cause of death and the species of plant involved. Under no circumstances shall the plant be removed until the Association has made an inspection. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the owner of the right to replacement at no charge.
- D. *Edging*. Only black or green plastic, natural cedar edging, rock or brick is permitted around landscaping or planting beds in the rear of units. Edging shall not exceed a height of six (6) inches. Edging will be removed at the Unit Owners expense if it interferes with landscaping or snow removal.
- E. *Grass*. Changes in areas where grass is currently in place (i.e. installation of a new shrub or flower bed, or extending an existing flower bed) are prohibited.
- F. *Hanging Baskets/Planters*. All planters shall be maintained by the Unit Owner/Resident and must be removed during the winter months. Hanging baskets and planters are permitted in the front and rear of units on shepherd hooks or the ground. No planters shall be fastened to the exterior of the buildings in any manner. The unit owner is responsible for the cost of repair of damage from such installation. Planters on balconies must be placed on the inside of the balcony for safety reasons, unless the planter is designed to sit on the ledge.

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- G. *Mulch*. Mulch may be installed in shades of dark brown in existing beds.
- H. *Planting*. Planting flowers or bulbs are permitted only in existing beds. Plantings shall not be deep enough or large enough to damage existing trees or shrubs. Any tree or shrub that dies due to violation of this provision shall be replaced at the homeowners expense. Further, the Woodlands will be not responsible for damage to flowers caused by the lawn maintenance vendor.
- I. *Removal/Addition*. The addition or removal of any shrub or tree shall require approval by the Board via the Architectural Modification Form (Exhibit B).
- J. *Vegetable Gardens*. Vegetable gardens are prohibited in existing beds, but are allowed in planters (see above rules on planters).
- K. *Vines*. No vine type planting is allowed, other than in planters, so as not to cause damage to the building (i.e. siding, AC units, etc.). Vines cannot climb on any part of the building.

Section 4 – Other

- A. *Modifications*. Any landscape and/or appearance modifications not mentioned above, require approval by the Board via the Architectural Modification Form (Exhibit B). The Property Manager will forward the application to The Board for approval. The Unit Owner will be notified of the Board’s decision within approximately thirty (30) days. A description of the modification must accompany the Architectural Application and Review Form.
- B. *Unauthorized modifications*. Unauthorized modifications shall be considered a violation that results in directives to correct such violations and are subject to fines and additional charges incurred by the Board to remedy the violation.
- C. *Damage*. The repair or replacement of damage caused to any Common Element or Limited Common Element by any Unit Owner, occupant, Unit Owner’s family member or guest(s), or their pet(s) is at the expense of the Unit Owner, as determined on a case by case basis. The Woodlands will make the necessary repairs and charge the cost back to the Unit Owner on a case by case basis.

Section 5 – Snow Removal

- A. The Association is responsible for removing snow from the walks, building entrances, and parking lots when there is two (2) or more inches of snowfall.
- B. If there is less than two (2) inches of snowfall, residents are responsible for their own shoveling and ice removal.

IV. Assessments

Section 1 – Assessments

- A. *Payments*. The Woodlands is funded by assessments paid by each resident. The assessments are due by the first (1st) of each month. Assessments are based on each unit’s proportionate share of the Common Elements.
- B. *Statements*. Each Unit owner will receive a monthly assessment which may come in the form of a payment booklet, a monthly statement, an online notice or another method deemed appropriate by The Board and Property Manager. Said payment notices will advise of the mailing address and/or payment options.

Section 2 – Delinquency

- A. Any assessment not paid by the first (1st) of each month is considered delinquent.

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Section 3 – Late Fees

- A. A late fee will be charged if assessment is not received on or before the fifteenth (15th) of each month. Late fees will be applied to the Unit Owners account ledger.

Section 4 – Legal Proceedings

- A. At any time that a Unit Owner’s account is at least sixty (60) days in arrears of assessments and/or other unpaid Common Expenses (i.e., late charges, fines, repair charges, court costs, attorney’s fees, or interest), in accordance with the Illinois Condominium Property Act (765 ILCS 605/1 et. Seg), that account may be forwarded to the association’s attorney for collection. 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 account ledger. The Association may take all legal steps allowable by law to collect a delinquent account. Once legal proceedings on a delinquent account are underway, all communications regarding the account ledger must be directed to the attorney.

Section 5 – Master Association

- A. Oakhurst North Homeowners Association is the Master Association of the Woodlands. Owners pay separate assessments to the Oakhurst North Homeowners Association. These assessments cover the cost and maintenance of the Pool, SportsCore, Wetlands, and monuments, among other things. Please contact their Property Manager for more information.

V. Enforcement of Rules

Section 1 – Enforcement

- A. *Responsibility.* It shall be the main responsibility of the Unit Owners to bring to the attention of the Board and/or Property Manager any violations of the Declaration, By-Laws, and Rules.
 - a. Failure by the Association or by any Unit Owner to enforce any Covenant, Restriction, By-Law or Rule shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 – Violations

- A. *Complaints.* Any violation must be reported in writing to the Board within ten (10) days. At a minimum, the complaint shall include:
 - a. The name, address, phone number and signature of the complaining witness, along with the date of the complaint.
 - b. The Violators name and address.
 - c. The specific details or description of the violation, including the date, time, photo and location where the violation occurred.
- B. *Written Notice.* The Unit Owner charged with the violation will be provided written notice of the complaint within ten (10) days of receipt of the alleged violation by The Woodlands Board or its Property Manager. The notice will include a calendar date by which the correction of the violation must be completed.
 - a. Notices are deemed served upon deposit in the United States mail, properly addressed and with postage prepaid.
- C. *Hearings.* Should any Unit Owner charged with violation believe that no violation has occurred or that he/she has been wrongful or unjustly accused or charged hereunder, the Unit Owner is required to submit written correspondence within ten (10) days after the Notice of Violation has been served. Any Unit Owner charged with a violation is allowed to refute the complaint and is entitled to a hearing upon request. If the Unit Owner desires a hearing, the Unit Owner must proceed as follows:

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- a. Within seven (7) days after the date of the Notice of Violation, the Unit Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation, and return it to the Board or its Property Manager.
 - b. If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Board, and the Board shall advise as to the date, time, and location for the hearing. The hearing shall be conducted no later than the next regularly scheduled Board Meeting following the request for hearing. All hearings shall be closed.
 - c. Should the offending Unit Owner fail to appear at the hearing, they may be found guilty by default.
 - d. All attorney fees and other costs incurred by The Woodlands in holding the hearing may be assessed against the Unit Owner and added to their account ledger.
 - i. The Attorney representing The Woodlands, 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 Woodlands in accordance with the provisions of the Declaration, and/or these Rules and Regulations.
- D. *Repeat Violations.* Should the offending Unit Owner/Resident continue to repeat the violation, or fail to correct the violation, the Unit Owner will be fined on a monthly basis until the violation is corrected.
- a. The Board shall also have the authority to assess a daily fine for violations of a continuing nature in an amount determined by the Board for each day that the violation remains uncured. In the event the Owner has been fined for the same continuing violation within the last year, the Board shall have the authority to assess a daily fine in an amount determined by the Board for each day that the violation remains uncured.

Section 3 – Fine System

- A. *Payment.* All expenses of the Board in connection with any violations under these rules shall be assessed to the account of the Unit Owner responsible as a Common Expense. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account and collected in the same manner of assessments.
- a. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.
- B. *Rules.* The Board may assess a fine to the account of a Unit Owner for failure to comply with the provisions of the Declaration, and/or these Rules and Regulations.
- a. Any action that creates a safety hazard, such as grilling too closely to the building, etc. may be subject to a violation.
 - b. Fine Schedule is as follows per violation:
 - i. 1st Offense -- Written Warning
 - ii. 2nd Offense -- \$50.00 fine (30 days in violation)
 - iii. 3rd Offense -- \$75.00 fine (60 days in violation)
 - iv. Subsequent Notices -- \$100.00 per week until violation is corrected (90 days+ in violation).
- C. *Modifications.* The Board may assess a fine to the account of a Unit Owner for failure to submit a required architectural modification form.
- a. Fine Schedule is as follows per occurrence or modification:
 - i. Initial Failure to submit a required architectural modification form -- \$100.00 fine

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- ii. Failure to submit a required architectural modification form within two (2) weeks after being fined per step one -- \$100.00 fine
- iii. Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$100 per month until it is in compliance with an approved submittal.

VI. Garbage Collection

Section 1 – Garbage Cans/Bins

- A. All garbage cans and recycle containers must be marked with Unit Addresses.
- B. All trash and recycling must be in the appropriate containers that have been provided.
- C. Recyclables must be placed in a recycling bin, packed tightly to prevent recyclables from blowing out of the container.
- D. All trash must always be stored in the garage. This includes but is not limited to trash containers, recycling containers, yard waste bags and pet refuse whether in a container or not. No trash or recycle container of any sort may be kept outside of any Unit.

Section 2 – Garbage Pickup

- A. *Schedule.* To comply with the City of Aurora ordinance, trash and recycle containers shall not be put at the curb prior to 7:00 p.m. the day prior to the scheduled day of pickup. All reusable trash and recycle containers must be removed from curbside no later than 7:00 p.m. on the day of pickup.
 - a. During Daylight Savings (typically November-March), trash and recycle containers may be put out no earlier than dusk.
 - b. When there is a holiday during the week, trash pick-up is one day later. Holiday schedule includes: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- B. *Unusual Items.* Unit Owners/Residents are responsible for arranging pickup of large/bulky items (i.e. refrigerators, dishwashers, washers, dryers, etc.). Unit Owners/Residents must contact the waste management company to schedule pickup.
 - a. The following items are unacceptable for garbage collection: car parts, dirt, concrete, tires, oil, insecticides, acid, gasoline, paint thinner, anti-freeze, televisions, computers, printers, chemicals, and automotive batteries.
 - b. No items may be placed at the curb on ANY day other than a scheduled pickup day (or the night before). Items must be property stickered to ensure collection by the waste company. Appliances may not be placed at the curb unless pickup is scheduled and will occur no more than twenty-four (24) hours later.
 - c. Items that do not fit in garbage or recycling containers must be neatly stacked and secured so they do not blow away during windy conditions. Items must also have appropriate stickers attached.
- C. Unit Owners/Residents are responsible for the removal of all newspapers or advertising material from the Limited Common Elements daily.

VII. Limitations, Use & Occupancy

Section 1 – Occupancy & Use

- A. *Nuisance.* No portion of the Woodlands property shall be used, in whole or in part, for storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the

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property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

- B. *Fences*. Fencing of any kind is prohibited.
- C. *Grills*. Only L.P. (liquid propane) gas grills and electric grills are permitted. Charcoal grills are prohibited.
 - a. *Grilling*. Grilling shall only be permitted on patios or driveways (if the unit has a balcony, electric grilling is permitted). Grilling inside the garage, front entrances, on grass, and on balconies is prohibited with gas grills. Driveway grilling is only permitted if the driveway is *not* on a slant and no cars are nearby (grill wheels must be in lock position on driveways so as not to roll). All grills shall be stored out of sight in the garage or on the patio once the grill has safely cooled. Grilling shall be done at a safe distance from the building.
- D. *Hoses*. Rear unit hoses must be neatly rolled up on the ground or on a portable reel when not in use.
- E. *Laundry, etc.* Laundry, clotheslines, garments, rugs, mops, or other similar items shall not be hung from the windows or any other part of the buildings. Rugs, mops, or other similar items shall not be cleaned or dusted from the windows or by beating them on the exterior portions of the buildings.
- F. *Open Flames*. Fire Pits and Chimeneas are prohibited. External stick lights (i.e. tiki torches) are prohibited.
- G. *Play Equipment*. No game and play equipment, whether for children or adults, shall be left on the lawn area, driveway, balcony, or patio area when not in use. Pools, basketball hoops and any other play equipment may be used on the lawn area during the daytime but must be removed and stored inside after use, by the evening. Pools and play equipment must be moved when landscapers are present for lawn mowing. Permanently installed basketball equipment is prohibited.
- H. *Personal Property/Furniture*. No articles of personal property belonging to any Unit Owner/Resident such as baby carriages, bicycles, wagons, toys, furniture (other than patio furniture on patios/balconies), clothing, etc. shall not be stored or kept on driveways, patios or decks.
- I. *Seasonal Decorations and Lighting*. Seasonal decorations and lighting may be displayed 31 days prior to the holiday and must be removed within 15 days after the official holiday date. Nothing shall be attached to the building or trim. Any repairs to damages incurred to the Common Elements caused by the displaying of holiday decorations, including exterior lighting, will be charged back to the Unit Owner.

Section 2 – Pests

- A. Do not feed the animals, including but not limited to squirrels, racoons, or stray cats.

Section 3 – Pets

- A. These rules are also applicable to Unit Owners/Residents that have visiting pets.
- B. No animal may be kept on or in any unit for commercial purposes, including breeding. Only dogs, cats, or other usual and common household pets may be kept in a Unit. Refer to the Code of Ordinances City of Aurora, Chapter 9 “Animals” for pet requirements and restrictions.
- C. The number of household pets kept in a unit may not exceed two (2) in total, in accordance with the Declaration, Section 7.1(e).
- D. Pets may not create a nuisance to other owners or tenants. Pets may not be offensive or vicious to other owners or tenants. Any pet that is obnoxious (i.e., barking, growling, attacking, etc.) must be calmed down or quieted immediately. For pets that are continually obnoxious, to the point where the owner cannot control them, the Woodlands reserves the right to seek legal counsel to have the pet permanently removed from the property.
- E. Pets outdoors must be on a leash at all times, and shall not be tied to trees, poles, ground stakes, or any other structure. Pets must not be left outside unattended. No animals can run loose on the property.

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- F. Pet owners must immediately clean up all pet excrement from the Common Elements and Limited Common Elements. All pet excrement must be stored in a container in the Unit Owner/Resident's Garage.
- G. The City of Aurora ordinances regarding pets include the following:
 - a. Every person who owns, keeps, or harbors a dog or cat is required by the City of Aurora to register for a license within thirty (30) days and to have the dog or cat inoculated for rabies.
 - b. License Tags shall be displayed or attached to the collar of the registered dog or cat at all times.
- H. All household pets in The Woodlands must be registered with the Property Manager by completing the information sheet and the Pet Registration Form (Exhibit A). In accordance with The Woodlands Declaration, pets are limited in weight to not more than twenty (20) pounds each.
- I. Unit Owners are responsible for actions of pets of anyone residing in or visiting their Unit. Any costs to repair any damage to Common Elements or Limited Common Elements caused by the pet shall be assessed to the Unit Owner responsible.
- J. No pens, kennels, dog runs, cages, ropes or chains, or any other exterior animal shelter is allowed in any area of the Common Elements or Limited Common Elements.
- K. Pet Owners may be asked to provide proof of insurance for their pet on their homeowner's or renter's insurance.

VIII. Parking & Vehicles

Section 1 – Parking

- A. *Street Parking.* All Unit Owners, Residents, guests, etc. shall comply with all City of Aurora ordinances and IL State laws and all posted or marked traffic signs or symbols.
- B. *Driveway Parking.* Unit Owner parking in common driveways is confined to each Unit Owner's garage and an equal number of spaces immediately outside the garage.
 - a. No vehicles shall be parked so as to impair any unit owner to access their garage or entry to their unit. Cars parked in non-compliance of the rules and/or blocking another unit are subject to towing, violation and fine.
 - b. At no time shall a running vehicle be left unattended in the driveways.
 - c. Parking outside the designated parking spots is prohibited on the shared driveways.
 - d. Double-parking of any kind is prohibited.
 - e. Any repairs due to damage to the driveway or sodded areas caused by fluid leaks/oil spills will be charged back to the Unit Owner.
- C. *Guest Parking Spaces.* Guest Parking Spaces are the spaces located adjacent to common driveways and off-street spaces. Guest Parking Spaces are not to be used by Unit Owners/Residents. Any vehicle in violation may be towed at the owner's expense and incur a fine.
- D. *Snow.* In the event of more than two (2) inches of snow, no parking is allowed in Guest Parking Spaces to allow for snow removal. Unit Owners are encouraged to park their car(s) inside garages during this time to help facilitate snow removal.
- E. *Towing.* Unit Owners will receive written notice of violation and a reasonable period of time to move car before towing occurs.

Section 2 – Vehicles

- A. *Vehicles.* All vehicles must be registered with the Property Manager by completing the Information Sheet, including the make, model, year and license plate number (Exhibit A).
 - a. Vehicles are restricted to paved surfaces, including streets, driveways and parking areas. There shall be no parking or routes of passage across any other portions of the Woodlands, including lawn areas, sidewalks and fire lanes.

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- b. Vehicles with a weight in excess of 6,500 lbs. are prohibited from parking or being stored in the Woodlands.
 - c. No vehicle may be left unattended on jacks or jack stands. Any repairs due to damage caused to the driveway from the use of jack stands will be charged back to the Unit Owner.
 - d. Any vehicle not displaying a valid license plate must be stored inside the Unit Owner's garage.
 - e. No major mechanical work will be permitted on the driveways, lawns, or Common Elements, except emergencies such as tire and/or battery repairs. All other automotive work, bodywork, painting, etc., is prohibited.
 - f. Commercial vehicles (i.e. vehicles, trucks, limousines, or vans with lettering displayed or ladders attached), recreational vehicles, (i.e., trailers, boats, campers, snowmobiles, ATV's etc.) junk vehicles, or otherwise inoperable or unclaimed vehicles may only be parked or stored inside a Unit Owner's garage with the door closed.
- B. *Containers.* No moving containers (i.e. PODS) or large refuse containers are allowed anywhere at The Woodlands without prior approval from the Board. When requesting approval, please include the following information:
- a. Company providing the container
 - b. Dates container will be parked on property
 - c. Proof of liability insurance
 - d. \$100 refundable deposit in case of damage.

IX. Sales and Leases

Section 1 – Leases

- A. These rules relate to the execution of new leases and shall become effective upon the expiration of any lease that is currently in effect. Renters, tenants, etc. are required to abide by the Declarations and Bylaws and these Rules and Regulations of The Woodlands. The provisions of such must be made part of every lease, regardless of whether or not expressly stated in said lease. Although renters are bound to these Rules and Regulations, the Unit Owner is ultimately responsible for any violations, fees incurred, damages, and correction of damages that may be caused by their respective renter, family, friends, guests and other invitees.
- B. Any Unit Owner may lease their unit. No Unit Owner may lease less than the entire unit, nor may the Unit be leased for transient or hotel purposes.
- a. Each lease must be for a term of not less than six (6) months.
 - b. Unit Owners are responsible for providing copies of the Declaration of Convents, Conditions, and Restrictions for Oakhurst North Community Association and The Woodlands at Oakhurst North to anyone living in their unit.
 - c. The Woodlands may prohibit a tenant from occupying a Unit until the lessor/Unit Owner complies with the leasing requirements prescribed herein.
 - i. Any Unit Owner leasing their Unit shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed or the date of occupancy (whichever occurs first), along with a copy of the approved certificate from the City of Aurora, Illinois. All off-site owners are required to be compliant with the City of Aurora rental/lease ordinance.
 - ii. All Unit Owners who do not reside in a Unit owned by them shall provide the Board within ten (10) days their off-site address and phone numbers where they may be reached in an emergency, both at home and at work. Any expense of the Board incurred locating a Unit Owner who fails to provide such information shall be charged back to that Unit Owner's account ledger. Unless otherwise provided by law, any Unit Owner

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who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury, or prejudice to the rights of any such Unit Owner caused by any delays in receiving any notice.

Section 2 – Tenants

- A. For the purpose of identification and City of Aurora required compliance, a “tenant” is any third-party living in the unit and includes but not limited to parents, siblings, children, other family members or renters at large. Therefore, under the definition, a unit owner must provide the Aurora Certification for anyone living in their unit-whether or not any money is exchanged for said occupancy.
 - a. If the “tenant” is a relative or family member, in lieu of a lease, the Woodlands will accept an updated information card containing the occupant(s) complete information and a signed form by both the tenant and the occupant that they were given a copy of the rules and will follow them.

Section 3 – Sale of a Unit

- A. All Unit Owners must notify management of their intent to sell and obtain a statement of account prior to closing. This statement must be obtained from the Property Manager for the Woodlands at Oakhurst North **and** the management company for Oakhurst North Community Association.
- B. The Unit Owner must supply the Property Manager with a copy of the Sales Contract, the name and address of the new owner and a forwarding address for themselves.
- C. At the sale, the following items must be forwarded to the new owner by the Seller - these are also available from the Management Companies for a fee:
 - a. Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants and By-Laws for the Woodlands at Oakhurst North.
 - b. Declaration of Covenants, Conditions, and Restrictions for Oakhurst North Community Association.
 - c. The Woodlands Rules and Regulations.
 - d. The Oakhurst North Rules and Regulations.

Section 4 – Service Charge

- A. The Association reserves the right to charge Owners a processing fee for all sales, leases, requests for refinancing and a set of declaration, by-laws and rules and regulations.