

BROOK FOREST COMMUNITY ASSOCIATION

RULES & REGULATIONS

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PREFACE

These Rules & Regulations have been adopted with the intent of providing the residents of Brook Forest with a practical plan for day to day living. Its goal is to maintain our community as a first-class association and to provide residents with guidelines for living together as neighbors. A successful Association is a community of Owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Brook Forest Community Association runs with the Property. Each buyer of Property within Brook Forest is bound by the governing documents of the Association that include these Rules and Regulations, the Third Amended and Restated Declarations of Conditions, Covenants, Restrictions, Reservations and Easements, and the By-Laws. Each Owner and resident's cooperation and participation is encouraged. This is your Association.

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**SECTION I
INTRODUCTION**

1.1 Controlling Provisions

To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-Laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws and the Rules & Regulations, in that order.

1.2 Binding

These Rules & Regulations are binding on all Owners, Residents, their Families and Guests. The Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be responsible for their actions, any fines assessed, and/or damage caused by them.

1.3 Adoption of Rules and Regulations

The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors, after notice of the proposed Rules and Regulations were sent to the Owners and the Owners were given the opportunity to voice their opinions on the proposed rules.

**SECTION II
DEFINITIONS**

The definitions for all terms within the Declaration shall apply to these Rules and Regulations.

**SECTION III
GENERAL RULES**

3.1 Air Conditioning Units

Window air conditioning units are not permitted to be installed on any home.

3.2 Antennas

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio or other signals of any kind are allowed, on the Common Areas or Community Grounds. The installation of any exterior antenna, aerial, or other apparatus must be in compliance with the Declaration.

3.3 **Basketball Hoops**

- a. Basketball hoops may be portable basketball standards or permanently installed pole standards. Standards must be Property maintained, no visible rust, and no missing or torn nets.
- b. Portable standards are not to be used or placed in the street at any time. Portable standards must be upright at all times. Portable standards must be located on or adjacent to the Owner's driveway with a minimum of five (5) feet from the street and must not encroach on your neighbor's lot line. Portable standards must be properly weighted according to manufacture guidelines to prevent tip-over. The use of sandbags or other items piled on the base is not permitted.
- c. The installation of Permanent Standards is subject to Architectural guidelines. The pole may only be installed on the Property line side of the driveway; never in front of the house on the front lawn area.
- d. The sleeve of the permanent standard must be cemented into the ground with the top of the cement below grade surface and covered with earth, stone or grass. A gravel layer is necessary to aid in drainage for the sleeve's open bottom. A bolt shall be installed to secure the pole from spinning. The sleeve should not be more than two (2) inches above ground in order to accommodate a cap. It must not be a trip hazard or be able to cause harm if fallen upon. When the pole is not in the sleeve, the sleeve must be capped.

3.4 **Clotheslines**

No laundry lines or drying equipment may be erected or used outdoors, whether attached to a building or structure.

3.5 **Contractor Working Hours**

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 8:00 a.m. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities, lawn maintenance and automobile repairs. Services such as snow plowing, snow removal, emergency repairs to your home and new home construction are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

3.6 **Fireworks**

Use of fireworks within the Association is strictly prohibited.

3.7 **Garage Sales**

Residents must comply with the Village of Oak Brook ordinances regarding Garage Sales. No “Garage Sale” signs may be placed at entryways or Common Areas.

3.8 **Garbage**

- a. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. Between scheduled pickups, garbage cans, recycle bins, regular landscape waste and other similar items should be stored in your garage or in an area screened from view of neighboring homes, streets, and Property located adjacent to the home. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven (7) days in the rear only of your home. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 p.m. the night before collection day. Empty containers are to be removed from the curb by 6:00 a.m. on the day following collection.
- b. Please check with the Village of Oak Brook for the current regulations regarding refuse collection.

3.9 **Lighting & Holiday Decorations**

- a. All exterior lights must be approved in accordance with Architectural guidelines with the exception of seasonal holiday lights. Holiday lights and/or decorations may be displayed no more than thirty (30) days before or thirty (30) days after the holiday.
- b. No spotlights, even temporary ones, are allowed without prior approval from the Architectural Review Committee.

3.10 **Noise**

Residents are required to exercise care to avoid loud noise in the use of musical instruments, radios, television, and amplifiers, which creates an unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, as determined by the Board.

3.11 **Nuisance**

- a. No Owner or resident shall act in any way or allow any situation to occur which creates a nuisance or which is noxious or offensive to another, as determined by the Board of Directors.
- b. Nothing shall be maintained or allowed to exist in any way which is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties, as determined by the Board.

- c. The front and side exterior of homes may not be used for storage. Ladders, bags of fertilizer, lawnmowers and tools, garbage cans, etc., must be stored out of sight. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in the rear yard. Firewood may be neatly stacked on the side or rear of the home.
- d. Garbage cans and compost centers should be screened from view and properly maintained so as not to emit foul odors.

3.12 **Brook Forest Tennis Courts**

- a. The grounds, tables, play area, basketball court and tennis courts located in Brook Forest on Regent Drive are available to all residents on a first come basis provided the area has not been previously reserved for a special event. To reserve any of these areas for a special or structured event, submit a reservation form to the Property Manager. Reservation forms can be obtained from the Property Manager. Users of the courts are responsible for cleaning up after themselves and anyone who rents the courts must pick up any garbage on the courts. Hours of operation on the courts are from dawn to dusk. Reservation of the Courts is subject to these Rules and Regulations.
- b. Use of these Courts is for recreational use ONLY and any use for commercial purposes or for profit is strictly prohibited.

3.13 **On-Site Fuel Storage**

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored at each home for emergency purposes and operation of lawn mowers and similar tools or equipment.

3.14 **Parking**

- a. Only operable, licensed motor vehicles, are permitted to be parked on the streets and driveways. Permitted vehicles are defined as passenger-type vehicles in a fully operable and drivable condition, having no more than four (4) entry doors. Specifically excluded as a permitted vehicle are limousines, taxis or hearses, whether used for personal or commercial purposes.
- b. Permitted vehicles shall be parked only in the garages or in the driveways, serving the homes. Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft and boat trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than four (4) days in preparation for use or for routine maintenance. Notwithstanding that stated herein, no RV may be parked outside for more than seven (7) consecutive days. In no case may recreational vehicles be used as living quarters within the Properties. The term commercial vehicle shall include any vehicle other than a passenger automobile

which is used in any commercial or business venture and any automobile, station wagon, truck, or other motor vehicle of any kind which bears signs or has printing on any visible area of the vehicle referring to any commercial or business undertaking or enterprise or bearing business license plates.

- c. No parking is permitted on Village streets between the hours of 2:00 a.m. and 6:00 a.m.
- d. No Permitted vehicle may be parked in any driveway or along any Village streets with any type of tarp or cover on the vehicle.

3.15 **Pets**

- a. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties except dogs, cats, or other usual and common household pets. All pets must be leashed when on the Common Areas or Common Grounds, with a collar and ID tags.
- b. Owners are responsible for the actions of their pets or the pets of their residents, invitees or guests.
- c. No pet shall create any type of a nuisance or act in an aggressive manner which does or threatens to jeopardize the safety of any person or pet within the Association, as determined by the Board.
- d. Pets that are found to be an egregious nuisance or determined to be vicious in the sole determination of the Board of Directors shall not be tolerated. Owners of these pets shall be required to appear before the Board and may be ordered to remove the pet(s) from the Property after notice and a hearing.
- e. All pet Owners must immediately clean up after their pets when walking on common and private grounds within Brook Forest.

3.16 **Ponds, Lakes and Retention Areas**

All water elements on Common Areas within the Properties shall be aesthetic amenities only. The Association shall not be responsible for any loss, damage, or injury to any person or Property arising out of any authorized or unauthorized use. They shall not be contaminated by anything other than water from the storm drains. Items such as garbage (of any type), grease, motor oil, etc. are prohibited from being disposed of into the ponds. Homeowner installed ponds require Architectural approval.

3.17 **Landscaping**

- a. A minimum of fifty percent (50%) of the front yard must remain in natural vegetation (i.e., grass, shrubs or ground cover). Planted beds must be kept in a neat and orderly manner.

- b. Lawns shall be relatively weed free.
- c. Owners are responsible for removing any diseased or dead trees. When trees are removed, the homeowner must remove the stump to below ground level and repair the landscaping with grass, sod, or another planting.
- d. All lawns must be properly mowed and no lawn may be higher than eight (8) inches in height.
- e. Leaves must be removed in the fall and lawns shall remain tidy and kept all year.
- f. Bushes, shrubs and trees shall be regularly trimmed and maintained.

3.18 **Satellite Dishes**

- a. Per FCC guidelines, a “dish” antenna that is one meter (39.37”) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your exclusive use private Property without prior approval of the Association. In no case may satellite dishes be installed on the Common Areas or Common Grounds.
- b. Dishes must be gray in color or painted to match the field color of the house.

3.19 **Signs**

- a. “For Sale,” “For Rent” and/or “Brokerage” signs are limited to one (1), no larger than three (3) feet by four (4) feet. “Realtor” or commercially available “By Owner” sign per-home placed on the front lawn only. See Section 6.1 of these Rules regarding giving notice of the Sale before installing any “For Sale” sign.
- b. Special occasion signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one (1) week and may exceed standard size limitations.
- c. Political signs may be displayed on your private Property only and are limited to one (1) per issue or candidate and must be removed within twenty-four (24) hours of the election. The sign must not be placed in any public right of way and must conform with the guidelines set by the Village of Oak Brook.
- d. Garage Sale signs are limited to one (1) per home on your private Property.
- e. Except as otherwise provided herein, no sign of any kind shall be erected within the Properties without the prior written consent of the Board of Directors. Permanently installed decorative signs are subject to Architectural guidelines.

- f. Hand lettered paper or cardboard signs are not allowed on Common Areas. Signs must be weather resistant and commercially made or computer generated. Signs can be no larger than three (3) feet by four (4) feet.
- g. Signs, flags, banners or similar items advertising merchandise, business services, or providing directional information to activities/events outside of Brook Forest are expressly prohibited on both private Property and the Common Areas or Common Grounds.

3.20 Sight Distance at Intersections

All Lots shall be landscaped so as to ensure safe sight. No fence, wall, tree, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

3.21 Trailers, Sheds, and Temporary Structures

No utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon any part of the Lots.

3.22 Unsightly and Unkempt

- a. It shall be the responsibility of each Owner to keep his Lot and home clean, and healthy and to avoid any unsightly, or unkempt conditions of his/her home or Lot. No items shall be stored on the Lot, other than regular household items.
- b. Lawns must be regularly maintained and be reasonably free of weeds. Trees and bushes must be trimmed of dead branches.
- c. Property must be regularly cleared of trash and debris.
- d. No peeling paint on any part of the exterior of the home is allowed.
- e. Screens, shutters and gutters must be properly secured and gutters must be regularly cleaned.
- f. No broken windows are allowed.
- g. Where fences are allowed and approved by the Board, no fence or railing or posts may be broken or missing any parts.
- h. No windows or door entrances shall be covered with blankets, paper or anything other than typical window coverings.
- i. No driveway shall have cracks or weeds and may not appear unsightly at any time.

3.23 **Vandalism/Damage**

Any damage caused to the Common Areas or Common Grounds by any Owner, resident invitee or pet shall be repaired by the Association at the Owner's expense. Such expense incurred by the Association shall be assessed to the Owner's account and collected in the same manner as unpaid assessments.

If any person sees vandalism being committed, the person should call the Oak Brook Police Department.

3.24 **Yard Decorations**

Exterior sculptures and similar items are only allowed in the rear yard.

3.25 **Business Use**

- a. No trade or business may be conducted, in or from any home, except that an Owner or occupant residing in a home may conduct business activities within the home so long as: (1) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the home; (2) the business activity conforms to all zoning requirements for the Properties; (3) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (4) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.
- b. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fees, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefore. Notwithstanding the above, the leasing of a home shall not be considered a trade or business within the meaning of this section. This shall not prohibit the Association from leasing portions of the Brook Forest Common Grounds.

Nothing herein shall prevent an Owner from having a library or home office.

3.26 **Patios and Decks**

- a. Patios and Decks shall not be used to store items other than usual outdoor furniture and items.

- b. The underground area of a raised deck must be enclosed, with materials that match or compliment the deck, i.e. lattice. If the underground area is used for storage, it must not create a nuisance or be unsightly or unkempt, as determined by the Board. All deck surfaces shall be regularly pressure-washed to ensure a clean appearance.

3.27 Playground and Recreational Equipment

- a. All such playground and recreational equipment, including but not limited to trampolines, but excluding basketball hoops, are only allowed in the rear yards, not visible from the front yard.
- b. All such equipment must be properly maintained.
- c. No playground, or recreational equipment of any kind is allowed on the Common Area or Common Grounds.
- d. No water may remain in any playground or recreational equipment, when not in use.
- e. No above ground pools are allowed.

3.28 Erosion Control

Each Owner is responsible for ensuring that the Lot is protected from erosion. No storm drain structures shall remain blocked so as to cause additional erosion problems that will silt up ponds and stream valleys.

3.29 Mailboxes

Mailboxes must be well maintained and in an upright position and shall be of a heavy aluminum box or of a type already present in the community.

SECTION IV VIOLATIONS AND FINE POLICY

4.1 Complaint

Any complaint, which alleges a violation of the Declaration, By-Laws or Rules and Regulations, shall be made in writing and submitted to the Managing Agent or to a Member of the Board of Directors for the Association. The Managing Agent may be a complaining witness. The Complaint shall contain, at a minimum, the following, as included in Exhibit A:

- a. The name, address, e-mail address, and phone number of the complaining person.
- b. The alleged violating Owner's name and address.
- c. The specific details or description of the violation, including the date, time and

location of where the violation occurred.

- d. Identify any other persons who may have witnessed the violation.
- e. Provide any picture or video that may exist.
- f. Any other pertinent information for the Board of Directors.

****Please note that a complaining witness may be asked to assist and testify on behalf of the Association if legal action is required. If you are not willing to be of assistance to the Association, please state the same on your Complaint.****

4.2 Notice of Violation

Upon receipt of a Complaint, if the Board of Directors believes a violation has occurred, the alleged violating Owner will be notified by the Board or its duly authorized agent. The Board's notice of violation shall be in substantially the same form as Exhibit B.

4.3 Request for Hearing

Upon receipt of the alleged violation notice, the Owner may take the requested corrective action and/or pay any fine. If the Owner disputes the validity of the violation notice, he/she may submit a written request to the Association's managing agent within **seven (7) days** of the date of the violation notice and request a hearing with the Board. The Board will then schedule a hearing.

If the Owner fails to attend the hearing, the hearing may proceed without his attendance and the Board of Directors may find him guilty of the violation.

4.4 Hearing Process

At the hearing, the Owner will have the opportunity to explain to the Board of Directors why he should not be found in violation of the community instruments. The Owner has the right to present any persons or documents that he believes is necessary to explain his position to the Board. The Board of Directors has the right to limit the length of the hearing.

If an Owner wants his attorney in attendance at the hearing, he shall advise the Board of Directors of that when he requests a hearing. The Association then has the right to have its legal counsel in attendance at the hearing. If the Board of Directors finds the Owner in violation of the governing documents, the Board of Directors has the right to assess to the Owner's account, the legal fees incurred to have the attorney present at the hearing.

4.5 Board Determination

Following the hearing, the Board of Directors shall make a determination as to whether a violation has occurred and whether to impose a monetary fine. This determination shall be

forwarded to the Owner, in writing, and shall be final and binding.

4.6 **Fine Schedule**

- a. Upon a determination that an Owner has violated the governing documents, the following fine schedule shall be applicable:

FIRST OFFENSE:

WARNING with an opportunity to correct the violation

SECOND OFFENSE:

\$100.00 fine with an opportunity to correct the violation

THIRD OFFENSE:

\$200.00 fine with an opportunity to correct the violation

CONTINUING OR SUBSEQUENT VIOLATIONS:

\$400.00 fine with an opportunity to correct the violation

- b. If the violation is determined by the Board of Directors to be creating a nuisance or to be noxious or offensive, the following fine schedule shall be applicable:

FIRST OFFENSE:

WARNING with an opportunity to correct the violation

SECOND OFFENSE:

\$400.00 fine with an opportunity to correct the violation

CONTINUING OR SUBSEQUENT VIOLATIONS:

\$1,000.00 fine with an opportunity to correct the violation.

- c. A violation of any provision within Article VII of these Rules, regarding the Leasing of Homes, will result in a fine of \$750.00 for each notice of violation, and may result in the Association pursuing any and all legal or equitable remedies available to it, after notice of the second offense.

- d. A violation of the Architectural Rules shall be considered a nuisance, except that the following fine schedule shall be followed for the specific Architectural Violations:

FAILURE TO SUBMIT A REQUIRED MODIFICATION REQUEST:

\$200.00 per occurrence or modification

FAILURE TO SUBMIT A REQUIRED MODIFICATION REQUEST WITHIN TWO WEEKS AFTER BEING FINED:

\$300.00 per month until modification is approved

NON-COMPLIANT INSTALLATIONS:

\$200.00 per month until installation is approved

The amount assessed for Architectural Rules' violation can be deducted from the deposit submitted to the Association pursuant to Article VIII.

- e. Nothing herein shall prevent the Association from pursuing any remedies available to it pursuant to the terms of the Declaration.

**SECTION V
ASSESSMENTS**

5.1 Annual Assessments

Annual assessments are currently billed in December. The billing is mailed in late December and is due on January 30th. If you do not receive your assessment statement, please contact the management office. It is your responsibility to pay the invoice on time.

5.2 Special Assessments

Special assessments are billed as directed by the Board of Directors.

5.3 Late Fee

A late fee of \$50.00 will be assessed on the 16th day of the month to any account with a balance.

**SECTION VI
TRANSFER OF OWNERSHIP**

6.1 Listing of Property for Sale

The Selling Owner shall notify the Board of Directors, through its Managing Agent, within forty-eight (48) hours of listing the Property for sale, but before any "For Sale" sign is placed in the front yard, whichever occurs first.

6.2 Governing Documents

The Selling Owner must supply the New Owner with copies of the Declaration, By-Laws and Rules & Regulations of the Association so that they are aware of the provisions contained therein. Copies of these documents can be obtained from the Managing Agent for a fee.

6.3 Name/Address

The Selling Owner must supply the Managing Agent with the names and e-mail addresses of the new Owner, as well as a forwarding mailing and e-mail addresses and telephone number for themselves.

6.4 Closing Statement/Fee

With fifteen (15) days' notice and upon written documentation that paragraphs 6.2 and 6.3 have been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Managing Agent, by completing the NOTIFICATION OF SALE attached as Exhibit C. At that time, the Selling Owner shall provide the Managing Agent with a copy of the executed real estate contract for the sale of the home. The Managing Agent is authorized to collect a fee for this service, which is the Selling Owner's responsibility to pay. Any Closing Statement may identify any violations on any Lot, which must be corrected prior to the transfer of ownership.

6.5 Correction of Violations

An Owner must correct any violation on his Lot and/or home prior to the Transfer of Ownership.

SECTION VII LEASING OF HOMES

7.1 Written Leases

All Lease or occupancy agreements must be in writing.

7.2 Entire Home

No Lease or occupancy agreement may be for less than the entire home.

7.3 Term

All Leases or occupancy agreements may not be less nor more than one (1) year. Leases or occupancy agreements may be renewed for one (1) year terms only.

7.4 Rider

Each Lease must include the ASSOCIATION RIDER TO LEASE which is Exhibit D to these Rules. The Lease Rider may also be obtained from management. The Rider must be included with each new and each renewal Lease.

7.5 **Copy of Lease**

The Owner leasing the home shall deliver a copy of the signed Lease, including the Rider, to management not later than the date of occupancy or ten (10) days after the Lease is signed, whichever occurs first.

7.6 **Binding**

All tenants and/or occupants, invitees or guests are bound by and required to follow the Association's Declaration, By-Laws, and Rules and Regulations.

7.7 **Owner Obligations**

- a. During such Lease or other occupancy agreement the Owner shall remain solely responsible for financial obligations under the Association's Declaration, By-Laws, and Rules and Regulations. An Owner will be responsible for all violations of the Declaration, By-Laws, and Rules and Regulations as may be committed by his tenant, or any family member, guest, pet, or invitee thereof.
- b. During such Lease or occupancy agreement the Owner is subject to fines for lessee(s) or occupants, guests, pets or invitee's violations of the Association's Declaration, By-Laws, and Rules and Regulations by his tenant. The Board reserves the right to require deposit from any Unit Owner for any lessee(s) prior to lessee(s) moving into the premises.

7.8 **Offsite Information**

Any Owner leasing or within an occupancy agreement of his home must provide an offsite address and telephone number that the Board and management will use to contact the Owner. The Owner shall provide names and contact information (telephone and e-mail address) for all adult occupants of the home. This information shall be updated each time a new or renewal Lease or occupancy agreement is signed.

7.9 **Tenant Violations**

If any Owner, occupant, or tenant violates any of these leasing Rules, the Board may avail itself of all remedies provided for in the Declaration, the By-Laws, the Rules and Regulations, the Common Interest Community Association Act, and/or otherwise at law or in equity. Such remedies might include, but need not be limited to, the assessment of fines and/or initiation of legal action against the Owner and the tenant seeking to terminate the Lease and the tenant's right to occupy the home.

SECTION VIII ARCHITECTURAL RULES

8.1 Purpose

- a. The careful design and planning of the Brook Forest development benefits all residents. The purpose of the design controls and standards established herein is to assure residents that the development's original design quality is maintained. These Rules are developed to address exterior alterations made by homeowners to their Property. Interior alterations that do not have any impact on exterior appearance do not require Architectural Rules Committee ("ARC") approval. However, a Village of Oak Brook Building Permit may still be needed.
- b. Approval from the ARC is required prior to constructing a building, fence, or other structure. It is also required prior to making any exterior change, addition or alteration to any structure, building or fence. When seeking approval, the Owner has to show the nature, kind, height, shape, material, color scheme and proposed location of the alteration, change or to be constructed structure. The Owner must also include the proposed landscape plan if applicable.
- c. The ARC shall recommend architectural standards subject to the confirmation of the Board of Directors.
- d. If no ARC is established, all of the duties stated herein shall be performed by the Board of Directors.

8.2 Criteria

The following is the criteria that shall be used by the ARC:

- a. The basic design must be sound and appropriate to its surroundings.
- b. The proposed improvement must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. For purposes of these Rules and Regulations, "compatibility" is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
- c. The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood's overall design.
- d. The size of the proposed alteration should relate well to adjacent structures and its surroundings. Color, finish materials and landscaping may be used to soften or intensify visual impact. Parts of an addition that are similar in design to an existing house, such as roofs and trim, should match in color, finish materials and composition to result in an appearance of a cohesive whole rather than a collection of dissimilar parts.

- e. Selected building materials should be of premium quality consistent with prevalent characteristics of other residences in our community. (Natural finishes are strongly encouraged on all elevations, such finishes include stone, brick masonry, textured concrete products, glass, and wood siding.)
- f. The quality of work should be equal to or better than that of the community.
- g. All applications must include estimated completion dates. All addition/remodeling projects must be completed within one-hundred-twenty (120) days from date of ARC approval or possible forfeiture of construction bond.
- h. New construction to include landscaping must be completed within three hundred (300) days of ARC approval or possible forfeiture of construction bond. Extensions may be granted with ARC approval.
- i. Homeowners must ensure that water flows off their Property, avoiding standing water, and the existing water drainage is not altered so that it is directed over or into adjacent homeowners' Properties. If the existing building site drainage currently occurs into an adjacent Property, continuation of that condition is allowed (unless the rate of water flow is significantly altered by the proposed building addition or a new structure).

8.3 **ARC Review & Approval**

- a. All applications for architectural changes requiring ARC review and approval, whether permanent or temporary, shall be submitted in writing to the ARC at the following address:

Brook Forest Community Association
 ATTN: Chairperson, Architectural Review Committee
C/O Oak & Dale Properties, Inc.
211 W Chicago Avenue, Suite 10
Hinsdale, IL 60521

Or via email to [dmbrugh@oakanddaleproperties.com](mailto:dnbrugh@oakanddaleproperties.com)

To ensure confirmation of delivery, Owners shall submit any application via certified mail or personally deliver it to Oak & Dale Properties.

- b. To be considered, Owner must use the APPLICATION form attached to these Rules as Exhibit F. The form can also be obtained from the Association's Managing Agent. Failure to provide all required information will prevent the ARC from reviewing the request.
- c. The following must also be submitted with the completed application:

1. Site plan, if required, and when not required an explanation as to the location of the alteration, change or new structure;
 2. Sample of the color and materials to be used on the exterior of the home;
 3. Drawings, photographs and/or sketch; and
 4. Any additional information as requested by the Board of Directors or the ARC to assist in the evaluation of the request.
- d. All Owners must pay a refundable deposit, which shall represent the required Construction Bond and shall be returned to the Owner if all construction is completed as represented to the ARC and per the submitted plan:
1. In an amount not to exceed \$10,000.00 for the construction of a new home; or
 2. Unless otherwise stated herein, in an amount not to exceed \$5,000.00 for all other exterior additions, changes or alterations, that are not minor (including but not limited to painting, redecorating, etc.).

Refundable deposits will not be placed in an interest bearing account.

After submission of the request, the Owner will be advised of the amount of the required Construction Bond, which must be paid **prior** to final approval being given by the ARC.

** Owner is responsible for reimbursing the Association for any actual costs incurred to review the application. **

All checks shall be made payable to “Brook Forest Community Association”.

- e. The ARC will review completed applications, which is one that includes all required information. Incomplete applications will be returned to the homeowner for additional information. **The ARC will consider the application and respond to the Owner with a decision within thirty (30) days.** Failure of the ARC to respond within forty-five (45) days will result in automatic approval of the application.
- f. Approval may be conditioned upon obtaining a permit or other approval from the Village of Oak Brook.

8.4 Fences

- a. Only fences which are installed to surround swimming pools or hot tubs (as required by the Village of Oak Brook) or which are parallel to a Lot along Midwest Road and 31st Street, will be approved.
- b. Only wrought iron looking fences are allowed, when approved.

- c. Any Owner allowed to install a fence must obtain a permit from the Village of Oak Brook, prior to installation and must otherwise comply with any and all Village requirements..
- c. Fences around the pool area can be no farther than ten (10) feet from the pool edge and no farther than five (5) feet from the edge of a hot tub, unless otherwise provided by the ordinance for the Village of Oak Brook.
- d. At the time that any non-conforming, existing fence is replaced, it must be replaced with such materials and in full compliance with these Rules and Regulations.
- e. A request to install or replace a fence, shall include:
 - 1. A site plan.
 - 2. The height of the fence.
 - 3. A description of the materials to be used, including the color.
 - 4. A completed Application for ARC approval.

8.5 Storage Sheds

Storage Sheds are strictly prohibited.

8.6 Greenhouses

Greenhouses are prohibited.

8.7 Patios, Decks or Apparatus to These Areas

- a. Only patios not visible from the street are allowed.
- b. Any raised deck must include an enclosed underground area, which matches or compliments the deck materials, i.e. lattice. It must also provide for suitable ground cover, i.e. gravel.
- c. Materials should have natural weathering qualities such as brick, wood, stone or composite material. Wood in decks such as redwood, cedar and pressure-treated wood shall be left to weather naturally or may be treated with a clear sealer, preservative or ARC approved stain or natural color.
- d. Privacy screens are allowed, if they are made of natural or synthetic wood. Such screens may be left to weather naturally or may be treated with a clear sealer, preservative or ARC approved stain or paint. The installation of a privacy screen must meet all Village requirements and requires the approval of the ARC.
- e. A request to install or construct a patio, deck or apparatus to be installed thereto, shall include:

1. A site plan showing the size of the patio or deck and where it will be constructed in relation to the applicant's house, the Property lines, and/or neighboring homes.
2. A description of materials, and color.
3. Estimated start date and estimated completion date in terms of days after start.
4. If applicable, a detailed description of railings, posts, stairs, steps, benches, under-deck storage enclosure materials, etc., as required to clearly describe proposal. (Include height of deck off of the ground.)
5. If applicable, details of changes to windows and doors.
6. If applicable, a description as to where a privacy screen on an elevated deck will be installed, the material and color of the screen, and the height of the same. A picture or detailed drawing of the screen shall be provided.
7. A completed application for ARC approval.

8.8 Sun Control Devices

- a. Awnings, canopies and all other exterior sun control devices must be approved by the ARC.
- b. A request to install such an exterior sun device shall include:
 1. A description as to where on the home the device will be installed.
 2. A description of the material and color of the device.
 3. Photographs or drawings of the device to be installed.
 4. A completed application for ARC approval.

8.9 Skylights

- a. Skylights that are either added to an existing roof or proposed as part of an addition or new structure, requires ARC approval. All skylights should have a low profile with minimal protrusion past the roof area.
- b. The rim color of any skylight should blend in with the roof color.
- c. A request to install a Skylight shall include:
 1. A description as to where on the home the skylight will be installed.
 2. A drawing or photograph of proposed installation.
 3. A completed application for ARC approval.

8.10 Swimming Pools, Hot Tubs & Spas

- a. Swimming pools, hot tubs, and spas must be approved by the ARC and comply with applicable Village of Oak Brook and DuPage County codes or ordinances.
- d. A request to install an in-ground swimming pool, hot tub or spa, shall include:

1. A site plan showing where the swimming pool, hot tub, or spa is located on the Property in relation to the house, Property line and adjacent neighbors.
2. Picture and/or detailed drawing of swimming pool, hot tub, or spa.
3. Description of the size, including specific dimensions and materials used.
4. A completed application for ARC approval.

8.11 Mechanical Equipment

- a. No types of refrigerating, cooling or heating apparatus are permitted on a roof.
- b. All such apparatus and mechanical equipment must be screened with landscaping so as not to be viewed from the front yard or public street.
- c. A request to install mechanical equipment shall include:
 1. A description as to what will be installed and where, including specific information as to where it will be located in proximity to the home, Property lines and neighboring homes.
 2. A description of what landscaping will be installed to screen the view of the equipment from the public street or front yard, including specific description as to what will be planted.
 3. Drawings depicting where the equipment will be installed and how it will be screened.
 4. A completed application for ARC approval.

8.12 Doghouses and Animal Runs/Enclosures

- a. Approval is required for all doghouses.
- b. All other animal enclosures, except electrical fences, are prohibited.
- c. A request to install a doghouse shall include:
 1. Site plan showing the relation of the doghouse to the homeowner's Property line and adjacent neighbors.
 2. Picture and/or detailed drawing of doghouse to include dimensions.
 3. Description of materials used.
 4. A completed application for ARC approval.

8.13 Exterior Lighting

- a. Changes to or installation of exterior lighting must be approved.
- b. No request will be approved if it may cause discomfort to adjacent neighbors.
- c. All spotlight security lighting is to be directed inside the Property boundaries.

- d. A request to install exterior lighting shall include:
 - 1. Drawings and a description as to where the exterior lighting will be installed on the home.
 - 2. Pictures of the lighting fixtures to be installed.
 - 3. A completed application for ARC approval.

8.14 **Exterior Color or Material Changes**

- a. The change to the exterior of any home, including but not limited to replacing or changing the roof, gutters or down spouts requires ARC approval.
- b. A request to change the color or material to exterior of the home shall include:
 - 1. Pictures of the changes to the exterior.
 - 2. Description of the exterior changes, including all materials and colors to be used.
 - 3. Samples of all colors and materials to be used must be provided.
 - 4. A completed application for ARC approval.

8.15 **General Construction Rules**

- a. All material and equipment used for any construction/improvement project shall be stored within the homeowner's Property boundaries.
- b. The Owner shall comply with all building regulations of Oak Brook and DuPage County, including but not limited to permitted hours for construction work.
- c. The Owner shall maintain accessibility to all houses in Association and shall not impede traffic.
- d. The Owner shall require all contractors to park their vehicles on one side of the street. No cars shall be parked within ten (10) feet of driveways and mailboxes. The Owner shall ensure that all parked vehicles do not prevent neighborhood vehicles to pass including school buses, garbage trucks, delivery trucks and other vehicles.
- e. The Owner will be responsible for daily cleaning of the exterior of the home, including the front yard and street. This includes all dirt, mud, gravel and other debris from the construction site. All construction debris shall either be dumped in an appropriate container from a regulated waste disposal company or maintained in the interior of the house not visible from the street or exposed to the elements. There shall be no dumping of construction debris on the Lot.
- f. Only dustless cutting tools may be used to cut materials outside.

- g. The Owner will not allow any contractor to operate heavy equipment (defined hereafter) except between 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. and 5:00 p.m. on Saturdays and Sundays. No heavy equipment shall be operated on Federal holidays. Heavy equipment shall mean bulldozers, jackhammers, pile drivers, power hammers, chain saws, graders, riveters, earth-movers, tree and stump grinders, trenchers, cement mixers, tractors, power hoists or derricks, demolition balls, power shovels, trucks, power equipment on wheels or traction chains, and any other similar noise producing equipment that may cause a disturbance to others.
- h. The Owner's contractors can use tools other than heavy equipment at any time within a fully enclosed structure. Use of tools other than heavy equipment outside a fully enclosed structure shall be prohibited between the hours of 8:00 p.m. and 8:00 a.m.
- i. The Owner is responsible for ensuring that any contractors comply with any and all provisions of the Association's Declaration, By-Laws, and Rules and Regulations and is responsible for any violation of the Association's community instruments committed by his contractor.

**BROOK FOREST COMMUNITY ASSOCIATION
RULES & REGULATIONS**

**EXHIBIT A
WITNESS VIOLATION COMPLAINT**

WITNESS: Name: _____
Address: _____
Telephone: _____

ADDITIONAL WITNESS: Name: _____
Address: _____
Telephone: _____

ALLEGED VIOLATOR: Name: _____
Address: _____
Telephone: _____

VIOLATION DATE: _____ VIOLATION TIME: _____

SECTION OF CC&R, BY-LAWS OR RULES VIOLATED: _____

WITNESS' OBSERVATIONS:

WERE ANY PHOTOGRAPHS OR RECORDINGS MADE? Yes _____ No _____

Include all tapes, photographs and details, i.e. vehicle model, color, license number with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

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

Signature: _____ Date: _____

**BROOK FOREST COMMUNITY ASSOCIATION
RULES & REGULATIONS**

**EXHIBIT B
VIOLATION NOTICE**

Date: _____

TO: Unit Owner _____

A Violation Report form has been filed alleging you have violated the Association's Declarations, By-Laws or Rules and Regulations regarding:

This was violated by:

Please correct the alleged violation with _____ days.

A fine in the amount of \$_____ has been assessed to your account since this is not your first violation of this restriction.

If you dispute the validity of this violation notice, you may submit a written request to the Association's managing agent within fourteen (14) days of the date of this Violation Notice, and request a hearing with the Board.

Very truly yours,

On behalf of Board of Directors for the Brook Forest Community Association

**EXHIBIT C
NOTIFICATION OF SALE**

Seller must submit this completed form fifteen (15) days prior to the closing date and must pay a processing fee.

Date: _____ Property Address: _____

SELLER Name(s): _____

Current Address: _____

Forwarding Address: _____

Phone: _____

BUYER Name(s): _____

Current Address: _____

Forwarding Address: _____

Phone: _____

DATE OF CLOSING: _____ DATE OF OCCUPANCY: _____

SEND CLOSING LETTER TO: _____

Purchaser(s) and Seller(s) hereby state that the Seller has provided the Purchaser with the Declarations, By-Laws and Rules & Regulations that govern the Brook Forest Community Association.

Seller's Signature

Date

Purchaser's Signature

Date

EXHIBIT D
BROOK FOREST COMMUNITY ASSOCIATION LEASE RIDER

1. LEASE AND RIDER. This Lease Rider is attached to and is a part of a certain lease dated _____, _____ between the undersigned _____ (Lessor) and _____ (Lessee) leasing _____ in Brook Forest Community Association, (the “Association”). In the event of any conflict in the terms of the Lease and the terms of this Rider, the terms of this Rider shall prevail. Unless the context clearly indicates otherwise, any reference in the Lease or this Rider to the Lease shall be deemed to refer to both the Lease and this Rider. Defined terms that may be in the Lease, such as Lessor, Lessee, and premises, shall be modified to the extent necessary to correspond to defined or capitalized terms as used in the Rider.

2. ASSOCIATION STATUS. Lessee or occupant acknowledges that the home being rented is a Property which is subject to a certain Third Amended and Restated Declarations of Conditions, Covenants, Restrictions, Reservations and Easements, and the By-Laws (“Declaration”) which was recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. Lessee or occupant is subject to such restrictions, Rules and Regulations related thereto now or hereafter contained in the Declaration, the By-Laws or the Association’s Rules and Regulations. **By signing below, both Lessor and Lessee are representing to the Association that Lessor has provided Lessee and Lessee has a received a copy of the Declaration, By-Laws and Rules and Regulations.** Lessee agrees to abide by all of the covenants and restrictions imposed upon occupants and Unit Owners as provided in these documents, as may be amended from time to time. **The Board may proceed with legal action directly against a lessee, at law or in equity, or seek to evict a lessee under the provisions of Article IX of the Code of Civil Procedure for any other breach by lessee of any covenants, rules, regulations or By-Laws of the Association.** The Association is expressly made a third-party beneficiary of this provision.

3. NOTICES. Lessee shall promptly forward to Lessor any notice received by Lessee from the Association or relating to Association meetings or business or complaints about Lessor’s or Lessee’s actions or omissions.

DATED: _____

LESSEE: _____ LESSOR: _____

LESSEE: _____ LESSOR: _____

**EXHIBIT E
BROOK FOREST COMMUNITY ASSOCIATION
RULES & REGULATIONS**

RESERVATION FORM FOR COMMON AREAS

EVENT DATE: _____

NAME OF APPLICANT: _____

ADDRESS: _____

PHONE NUMBER: _____

BUSINESS OR PERSONAL USE? _____

NAME OF ORGANIZATION: _____

ADDRESS: _____

PHONE NUMBER: _____

APPROXIMATE NUMBER OF PEOPLE ATTENDING: _____

TIME ARRIVING: _____

TIME DEPARTING: _____

CHARGES: Applicant shall pay a Refundable Clean-up Fee

Please clean up after your event.

I do hereby fully release and forever discharge the Brook Forest Community Association or Board of Directors from any and all claims for injuries, damages, or loss that any participant may have or which may incur to me or my guests and arising out of, connected with, or in any way associated with this event.

(Signature of applicant)

(Date)

EXHIBIT F
BROOK FOREST COMMUNITY ASSOCIATION
 c/o Oak & Dale Properties, Inc.
 211 W Chicago Avenue, Suite 10 Hinsdale, Illinois 60521
 Phone (630) 323-8810 Fax (630) 323-8910

BROOK FOREST APPLICATION

Date _____
 Application is hereby made for No. _____ Street _____
 Owner _____ Phone # (____) _____ Work # (____) _____
 Kind of Construction or changes: _____

NAME	CONTACT PERSON	PHONE
Architect _____	_____	_____
Gen. Contractor _____	_____	_____
Excavator _____	_____	_____
Carpenter _____	_____	_____
Electrician _____	_____	_____
Plumber _____	_____	_____
Sewer _____	_____	_____
Heating _____	_____	_____
Brick _____	_____	_____
Roofer _____	_____	_____
Landscaper _____	_____	_____
Painter _____	_____	_____
Fencing _____	_____	_____
Pool Co _____	_____	_____
Other _____	_____	_____
_____	_____	_____

I hereby certify the above information is true and correct to the best of my knowledge.

Owner/Agent:
 Signature: _____ Date: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Number: _____
 Date Issued: _____

EXHIBIT G
Brook Forest Community Association

**Agreement
for
New Construction
or
Alterations to Existing Construction**

As a Property Owner or prospective homeowner, I/We have read the current BFCA Architectural Review Committee Guidelines and Application forms and fully understand the requirements.

I/We understand that any exterior changes to the approved plans must be submitted to and approved by the Committee prior to implementing the change.

I/We understand that by signing this agreement, specific permission is granted to the Committee and/or its agents to enter the Property at reasonable times to inspect for compliance.

I/We understand that the surface of the Common Property must not be damaged or disturbed during construction or used for other activities relating to construction without the written permission of the Committee.

I/We understand that mud and debris which accumulates on the street as a result of the construction must be removed promptly. If not removed promptly, the Association may have it removed and the cost charged to Me/Us.

I/We understand that to enforce its standards, the Association may seek injunctions from a court of law and other legal remedies.

Owner Signatures (all Owners must sign)

Owner _____ Date _____, 20____

Owner _____ Date _____, 20____

Representative of Property Owner

I certify that I am an authorized representative of the above named Property Owner and have the power to act in his/her/their behalf. In addition, I have made the Owner(s) aware of all the above stated requirements.

Representative _____ Date _____, 20____

Bond will be refunded upon notice to the committee that all construction has been completed to include landscape and restoration of any right of ways or common Property.