

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OWNERSHIP

ARTICLE VI

Section 1. Architectural Control Committee

Except for original construction or as otherwise in these covenants provided, no building, fence, wall or other structure shall be commenced, erected, or maintained upon any lot or property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) members appointed by the Board of Directors. Requests for approval shall be made in writing by the owner to the Board of Directors of the Association, or to the Architectural Control Committee, if one exists.

Section 2. Prohibited Uses and Nuisances

(a) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling situate upon the property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other owners of the property.

(b) The maintenance, keeping, boarding, and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any lot or within any dwelling situate upon the property, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the owner's living unit, except when being held on a hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damaged caused by such animals. Subject only to the provisions of Article III, Section 4, the Association acting through its Board of Directors may suspend for reasonable length of time the voting rights and the rights to use the Common Areas and Community Facilities, of any person who violates this subparagraph (b).

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot.

(d) Except as herein elsewhere provided, no junk vehicle, commercial vehicle, trailer, truck of more than one ton, structure of a temporary character, tent, shack, barn, or other outbuilding, shall be kept or used upon the lots or Common Areas; (except for bonafide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain outside any living unit except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to the residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees or shrubbery shall be removed from any lot or Common Areas without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) No signs of any character shall be erected, posted, attached or displayed upon, or on any lot or living unit, except street and identification signs installed by the Association or the Declarant, and excepting one (1) temporary real estate sign not exceeding five (5) square feet in area erected upon any lot advertising same upon the market for sale or rent.

(i) No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct, or retard direction or flow of any drainage channels.

~~(j) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained on any lot or living unit.~~

(k) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt or amend such rules.

(l) Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, e.g., family, bedroom(s), recreation room(s), etc.

(m) The covenants and restrictions set forth above in this Section 2 may be altered, amended or rescinded, in whole or in part, by resolution approved by sixty-six and two-thirds (66-2/3%) percent of the total number of votes held by Class A members.

BOARD ADOPTED RULES

1. Unregistered vehicles or vehicles with expired registrations or improper registrations, and the repair, restoration or excessive maintenance of any vehicle are prohibited on any lot or common area.
2. Parking is permitted only in unit garages, driveways, or in the designated parking areas. There is no on-street parking in the community, nor is there to be permitted any parking in the grassy green-belt areas in the community.

3. Cutting or removal of trees or shrubs from any common area without written approval of the Board of Directors is prohibited.
4. No signs, other than one (1) temporary real estate sign, not to exceed five (5) square feet, may be erected on any lot. The uniform sign adopted by the Board of Directors is to be green in color with white lettering. Real estate "Sold" signs may remain for a maximum of seven (7) days.
5. Motor-driven off-road vehicles or any other type of motor vehicle shall not be operated on the common areas.
6. Out-door game equipment may be erected in the common areas, but must be removed at night or when not actually in use. Baby wading pools, if left in place will kill grass under them, so they must be picked up at night.
7. Hose and watering equipment must be removed when not in use. NOTE: Outside faucets (hose bibs) are designed to be self-draining and should not freeze if all attachments and hoses are removed during cold weather. The Association will not be responsible for the replacement of frozen hose bibs.
8. Firewood may be stacked within the confines of the patio area. If firewood is being stored/stacked in the patio area it must be kept clear and away from the building.
9. No structures, such as fences, doghouses, clotheslines, storage shed, tents or the like are permitted.
10. No basketball goal/backstops, awnings, patio enclosures, sunroofs, etc may be installed on or near any building, drive, parking or common area.
11. All interior improvements made by a homeowner should be reported to Towne Properties Asset Management Company for insurance purposes as well as to the owner's personal insurance company.
12. Pet owners shall clean-up after their pets.
13. The member/resident of a living unit is solely responsible for any damages caused to a living unit as a result of the installation of outside television or radio aerial or satellite dish or similar device.
14. No outside television antenna or radio aerial or satellite dish or other aerial or antenna, for the reception or transmission, shall be erected, installed, or maintained on the common area of the Association.
15. Insurance recommendations prohibit charcoal grills, fire pots, or similar fire producing devices from being used on wooden or composite decks or balconies of any unit.

BASKETBALL/TENNIS COURT RULES

1. Rubber soled tennis shoes and proper attire is required.
2. For safety, small children, baby equipment (strollers, etc.) and pets must be kept on the outside of the fence.
3. After 6:00 PM weekdays, and on weekends, adult members (18 years and older) have court preference.
4. Limit play to one (1) hour if others are waiting to play.
5. Users are requested to shut and lock the gate upon entering or leaving the tennis courts to prevent unauthorized use.

WYNDS AT OAKBROOK SWIMMING POOL RULES

Pool Open Hours:
Memorial Day thru Labor Day

HOURS: 10AM TO 10PM

1. SWIM AT YOUR OWN RISK. NO PERSON MAY ENTER THE FACILITY ALONE OR SWIM ALONE.
2. Admittance to the pool area will be to homeowners and guests only. A pool key is required to enter the pool area. A current photo ID with a Wynds at Oakbrook address will be required.
3. Two (2) guests per day per household is the limit on weekends and holidays. Four (4) guests per day per household are permitted on week days.
4. Homeowners must accompany guests to the pool, remain there while guests are at the pool, and are responsible for the actions of their guests.
5. Children under seventeen years of age (17) must be accompanied by an adult resident.
6. Proper swimming attire is required by all in the pool.
7. All non-toilet trained children must wear plastic pants, with or without diapers.
8. Admission to one of the pool facilities will be refused to any person having a contagious disease or infectious condition.
9. A person under the influence of alcohol, or exhibiting erratic behavior, shall not be permitted in the pool area.
10. Spitting, spouting of water, blowing the nose or other action that will introduce contaminants into the pool will not be permitted.
11. Showering is required before entering the pool area following tennis, volleyball, or any other sport related activity.
12. No pets are allowed in the pool area, or in the pool. No pets are permitted to be tied or confined in any manner in the pool area.
13. All beverages and suntan lotions (oil is prohibited in the pool area) must be in metal , paper, or plastic containers.
14. NO GLASS IS PERMITTED IN THE POOL AREA.
15. Floatation devices or swim aids are permitted at the discretion of the pool attendant.
16. No running and no boisterous or rough play is permitted in the pool or the pool area.
17. No diving is permitted.

18. The pool may not be reserved for private parties.
19. The Association is not responsible for personal property.
20. No reserving of pool furniture is allowed.
21. Personal conduct within the pool area must be such that the safety of oneself and others is not jeopardized.

MONETARY PENALTIES

Pursuant to the Articles of Incorporation, the Declaration of Covenants, and the By-Laws of the Wynds of Oakbrook Homeowners Association, Inc., the Board of Directors has established this penalty for infraction of the published rules and regulations. The Board of Directors has been granted the power to establish penalties under the **BY-LAWS OF WYNDYNS AT OAKBROOK HOMEOWNERS ASSOCIATION, INC., ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 1. (a).**

Any violation of the published rules, regulations, or declaration of covenants will result in:

1. A letter will be sent by regular mail to last known address of the person(s) listed as owner in the records of the Association that a violation has occurred and that a monetary penalty has been assessed.
2. The assessed monetary penalty will be fifty dollar (\$50) for the first week. Thereafter, the monetary penalty will be one hundred dollars (\$100) per each additional week until the violation is abated.
3. This monetary penalty is in addition to any other charges or remedies for recovery allowed the association as described in the documents of the Association.