



Old Oaks
Rules and
Regulations
Handbook

Revised December 2003

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This Manual is in addition to and supplements the declaration covenants of The Old Oaks Townhome Association, Inc.

Chapter 1

Administration

Section:

1. General. The Old Oaks Townhome Association, Inc. is a not-for-profit corporation of 174 townhome owners. Each owner has one vote, which may be cast from time to time on certain issues. One of those issues is the election of five (5) persons to serve on the Board of Directors.
2. Board of Directors. The Board of Directors of the Association is comprised of five (5) elected owners. Terms are two (2) years. The Board of Directors administers the functions of the Association. Board Members do not receive pay.
3. Board Meetings. The Board meets at periodic intervals. The exact date, location and time of the Board meeting is set by the Board.
4. Annual Meeting. Each year, in the month of April, the members meet to elect or re-elect Board Members to fill the expiring terms. Notices will be sent to all owners.
5. Management. The Board of Directors, pursuant to its powers, has retained the services of a professional management company to handle all matters.
6. Members. Membership in the Association shall include every person or entity who owns fee simple title in any lot including contract sellers, beneficiaries of trusts holding legal title, and the Declarant while still holding title to any lot.

Chapter 2

Advertising

Section:

1. Signs. No advertising signs or billboards shall be erected, placed or permitted to remain on a Lot except as follows:
 - A. One "For Sale" sign of not more than 24" high and 30" wide may be maintained. However, said sign may be placed only in the interior of a front window.
 - B. Garage sales shall be limited to date or dates to be coordinated by the Board for all homeowners to participate. Any other individual garage sale is prohibited.
 - C. All signs must be removed within 24 hours after the closing date.
 - D. One (1) reasonably sized political sign may be displayed two (2) weeks before and one (1) week after any scheduled public election date.
2. Soliciting. No soliciting is permitted on the property without prior written consent of the Board of Directors.
3. Newsletter. Advertisement will be allowed at rates to be adjusted as needed, at the discretion of the Board.

Chapter 3

Architectural Rules

Section:

1. Administrative Procedures. Homeowners requesting approval for any modifications, whether they are landscape or structural, must fill out in duplicate a "Landscape Permit" or "Architectural Change or Improvement" form (which can be obtained by contacting our management company) depending upon the nature of the request and submit it to management. Any changes/additions to the exterior of a unit must be submitted to the Board with a detail working drawing to 1/4" scale, including a full description of the materials and colors before installation. No work may commence without the approval of the Board. The Board of Directors has the authority to remove any violations that have not been corrected after notification to the homeowner by the Association. Any cost associated with the removal of the violation(s) will be billed to the homeowner. For your convenience, application forms are made a part of this manual. Depending on the nature of the modification, building permits may be required from the City of Joliet. Any Homeowner making improvements or additions to his/her home, must confirm with the City of Joliet as to whether or not they need a permit for any work they are planning. Please be advised that it is the responsibility of the individual homeowner to obtain such permits. **In addition, no permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact J.U.L.I.E. (1-800-892-0123) to locate utility lines before commencing work.** All modifications become the maintenance responsibility of the owner and his successors.

2. Antennas. No radio or television receiving or transmitting antenna or external apparatus shall be installed on any lot; normal radio and television installations wholly within a building are acceptable. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain a master television antenna and transmission system to service the Property. Exterior Satellite dishes are subject to current F.C.C. rulings.

3. Fences. Fences are subject to architectural review.

4. Decks and Patios.
 - A. Decks and Patios. Owners shall not install or modify existing decks or patios without prior written consent of the Association and all decks and patios shall be within lot lines, and shall not exceed 15' x 15' in size.

 - B. Patio Blocks and Paving Stone Patios. Patio blocks and paving stone patios are allowed, but must conform to the following:
 1. Stones: Must be of high strength concrete paving stones (6 cm. thickness min.), interlocking and earth tone in color. (Stones must have lifetime guarantee - - Paveloc or similar.)

 2. Sub-base: Well-drained areas – 3 inch minimum of limestone chips and 1 inch minimum of concrete sand.

 3. Size: Patios may not exceed 15' wide by 15' deep.

 - C. Combination Deck and Patio. A combination deck and patio shall not exceed 15' x 15' in combined size.

5. Storm Windows. An application must be submitted to the Association for approval prior to installation.
6. Landscaping.
 - A. Flowers or Bulbs. Flowers or bulbs are allowed without written request or approval but the flowers must be kept in a bed. Dead flowers, stems or leaves must be removed on a regular basis in order to maintain a neat appearance.
 - B. Gardens. Vegetable or plant gardens are prohibited.
 - C. Mulch/Stone. Mulch, red or white stone may be placed between the house and deck or around any window wells or air conditioner unit in the rear of the home.
 - D. Additional Landscaping. Additional landscaping is allowed, but an application must be submitted to the Board for approval.
7. Storm Doors. Storm doors are to be "clear glass view." The same color must be used for all storm doors for all buildings. The color will be green to blend with the front door and trim.
8. Awnings. Awnings are prohibited.
9. Exterior Lighting.
 - A. Malibu-Type Lights. Black "Malibu-type" lights will be allowed to illuminate any walkway, landscape bed, or deck/patio area only after submitting an Improvement Request Form to the Board. All lights shall be no more than 9" above ground or deck level, white light, and a minimum of 3 feet apart. All wires are to be installed underground so as not to interfere with the landscaping maintenance. Contact J.U.L.I.E. at 1-800-892-0123 to have your utilities located prior to the installation of the lights.
 - B. Security Lights. Security lights attached to your building are permitted but at the owners' expense and with Board approval.
10. Trellises/Dividers. Trellises and dividers are allowed only in the rear of homes after receiving Board approval, and must be well maintained (i.e. repaired, painted, as needed).
11. Gazebos/Overhead or Screened-In Structures. Gazebos, overhead or screened in structures are prohibited.
12. Ornaments for Lawn/Patio/Stoop. Ornaments for lawn, patio and stoop including, but not limited to such figures as ceramic artifacts and bird feeders, are restricted in number to not more than two (2) in front, and three (3) in the rear. No ornament or decoration shall be greater than two (2) feet wide by three (3) feet tall.
13. Basketball Hoops/Lawn Furniture. Permanent basketball hoops are not allowed. Portable sporting equipment and children's recreational items may be used but must be taken down daily and stored in the garage. Lawn furniture, when not in use, shall not be left outside in any area in the front of your home or in any sodded area.
14. American Flag Brackets. Flag brackets are allowed with a 5' pole maximum. Vertical flag poles are prohibited. Flags of another country may be flown from the Owner's unit under the following regulations:

- A. The country represented on the flag must be a country of citizenship of someone residing in the unit.
 - B. The foreign flag shall be flown in conjunction with an American flag with the American flag above the foreign flag on the pole.
 - C. Flag protocol shall be followed; all flags shall only be flown between sunrise and sundown each day, since illumination other than set forth in Section 9 above is prohibited.
 - D. All other flags are prohibited.
15. Firewood. No firewood is to be stored on the front stoop or on the side of the unit, but must be stored out of sight in the garage, and in a sealed container.
16. Air Conditioners/Fans. "Window-type" air conditioners or fans are prohibited in the front of any unit. Only a window-type fan is allowed in the rear windows of homes.
17. Insect Repellent Lamps. Electric insect repellent lamps are prohibited.
18. Brass Knockers. Brass knockers, maximum of 8" long, are allowed on front doors.
19. Garden Hoses. All garden hoses are to be coiled and stored flush against the exterior of the unit out of sight, and you are responsible for your own hoses. (Hoses must be disconnected anytime the temperature drops below 40 degrees to avoid burst pipes which are not an Association-covered repair.)
20. Seasonal Lighting. Seasonal lighting and decorations are allowed, but must be removed within four (4) weeks after the day of the occasion. See size parameters in number 12 above.
21. Laundry. No laundry may be placed anywhere around the exterior of any unit.
22. Hot Tubs or Jacuzzis. Hot Tubs and Jacuzzis are not allowed due to the hazard they pose and to the increased insurance costs to the community.
23. Barbeque Grills.
- A. Gas Grills. Gas grills with a natural gas line from the house are allowed. They must be within 2 feet of the deck or rear of the house, on the deck. No original plantings shall be disturbed to install the grill, and must be in a location that will not interfere with any lawn maintenance. All gas lines must be concealed underground or under the deck.
 - B. Barbequing. Barbequing is allowed in the rear of your home only.
24. Sprinkler Systems. Sprinkler systems will be allowed but only with the written approval of the Board. Complete drawings with specifications must be submitted to the Board.
25. Overhead Garage Doors. Replacement with identical or nearly identical type door or sections is required.

26. Utility Installations.

A. Utility installations shall include, but not be limited to cable T.V., electric service, gas service, telephone service, water service, sewer service, etc.

B. Utility service charges. The following rules shall apply:

1. The new service devices must be installed in the same location as the old service devices that are being replaced.

2. No exterior device may be attached to or enter the dwelling unit more than two (2) feet above the top of the concrete dwelling unit foundation.

3. No exterior wire may enter the dwelling unit more than two (2) feet above the concrete dwelling unit foundation.

C. Owners having utility service installation shall be responsible for all restoration required for their dwelling unit, lot, and Association common areas. If said restoration is not performed within a reasonable time after installation, the Association may perform said restoration, (but shall not be obligated to do so) and may back charge the owner for the cost.

D. Owners having utility service installations shall be responsible for the negligent acts of their contractors that cause damage to other persons or property. (Therefore, be sure to get proof of insurance from your contractor before any work begins.)

E. Installation of satellite dishes shall not be deemed a utility,

27. Satellite Dishes. Owners shall require the satellite installer to provide the following for safety purposes:

A. Certificate of Insurance.

B. Proof of grounding in accordance with the National Electrical Code to avoid electrocution.

C. Proper securing so the dish does not become airborne in strong winds.

D. Due to the possibility that roof installation of satellite dishes could cause a leak, the installation of satellite dishes will be allowed only in the rear of homes attached to a pole or device made specifically for the purpose of securing a satellite dish. The pole used to secure the satellite dish will be placed no farther than three feet of the rear of the building. No satellite dish poles will be allowed at the end of the backyard. If you are not able to get a signal close to the home, include that information in your request, and alternate means will be discussed. Satellite dishes will no longer be attached to building roofs, or any part of the building, except for those previously approved satellite dishes currently attached to the buildings in an acceptable manner, or if an exception needs to be made. All satellite dishes must be professionally installed. Exterior satellite dishes are subject to current FCC rulings.

Chapter 4

Assessment Policy

Section:

1. General. The Association is funded by dues paid by each member. The dues are to be paid by the first of each month. Payment should be made by sending in your check payable to the Old Oaks Townhome Association, Inc. You will not be billed for your monthly assessment.
2. Delinquency. Any assessment not paid by the first of each month, or any fine not paid within fifteen (15) days of receipt of said fine.
3. Late Charge. A late charge of \$25.00 shall be charged if assessment payment is not received on or before the fifteenth of each month.
4. Legal Proceedings. The association reserves the right to initiate legal proceedings against any homeowner who is delinquent. All court costs and attorney fees will be added to the arrearage of the homeowner.
5. Rule Violations. Any penalties levied by the Board for Association rule violations not paid within fifteen days of the Board's decision shall be deemed delinquent and subject to assessment enforcement procedures (\$25.00 or 10%, whichever is greater).
6. Special Assessments. From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.
7. Revocation of Privileges. All Association privileges (including voting, holding a position on the Board of Directors or on an Old Oaks Committee or contracting for services with the Association), are automatically revoked if the unit owner is delinquent, as described in number 2 above.
8. Payments. Each assessment or violation payment made by a Homeowner will be applied to the oldest balance first.

Chapter 5

Enforcement of Rules

Section:

1. Declaration Provisions. The Declarant, the Association, or any owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, By-Laws, and Rules. Failure by the Association or by any owner to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.
2. Fine System. Violation of any Covenant, Condition, Restriction of the Declarations, By-Laws, or Rules shall be subject to a penalty not exceeding \$1,000 per violation and revocation of privileges until said penalty is paid and the violation corrected.
3. Procedural Rules. No penalty shall be assessed until the initial hearing is held or waived in accordance with the following procedural rules.
 - A. Time Limitations. Complaints must be filed within 30 days of violation.
 - B. Hearing Body. The Board of Directors shall hear all complaints at Board meetings following the regular business meeting.
 - C. Continuances. Each side shall be allowed one continuance for Cause and one without Cause.
 1. Cause is defined as:
 - a. Party or witness out of town.
 - b. Party or witness is ill.
 - c. Death in the family of party or witness.
 2. Requests for continuances must be communicated to the Board of Directors or management within a reasonable time before said hearing date, but not less than 24 hours.
 - D. Burden of Proof.
 1. Violation –majority Board decision required.
 2. Penalty – majority Board decision required.
 - E. Enforcement.
 1. Lien.
 2. Legal proceeding.

F. Definitions.

1. Final Decision – Any decision of the Board is final.
2. Consolidation – Where two or more complaints are filed against an owner for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time.

G. Complaints.

1. Homeowners may file complaints.
2. Board members may file complaints but not take part in the decision.
3. Committee members may file complaints.
4. Management may file complaints.

H. Notice. The complaint shall be delivered by personal service or by mail to the alleged violator's address a reasonable time before the hearing date. The request for hearing must be received by the management company within 10 days of the date on the violation letter.

I. Penalties. The Board may assess a fine for violation of any Association rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity. Repeated violations by the same homeowner will result in a more substantial fine.

J. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-laws are hereby repealed.

Chapter 6

Garbage Collection

Section:

1. All trash shall be placed in plastic garbage cans, sealed at the top, with the unit number clearly displayed on all trash containers. Items that do not fit in such containers must be neatly stacked and secured so they do not blow away during windy conditions. All trash must be placed on your lot adjacent to the street curb, not in the street.
2. Trash shall not be placed out prior to 4:00 p.m. on the night before collection.
3. Garbage pick-up/recycling is performed on Tuesdays. All containers and unremoved items shall be removed from the exterior of any Lot by Owner by end of day on the day of collection, and stored within a unit. Under no circumstances shall any trash or trash container be stored outside.
4. Collection is performed by Waste Management after 6:00 a.m. on Tuesdays. If you have very large items, you may need a special pick-up. Call Waste Management at 815-773-1160.
5. Since the Association has no employees, it is incumbent upon all Owners to help keep the community clean by picking up debris on the grounds.

Chapter 7

Insurance

Section:

1. Townhomes. The Association shall obtain and maintain a policy or policies of insurance covering the townhouses (not including the contents) for the replacement cost of the Dwelling Unit. Owners are responsible for deductibles and any flood insurance as may be required by mortgages.
2. Additions and Betterments. Since the insurance market is so unpredictable, and since policy forms change depending on market conditions, the Association has little control over the final coverages that will be included in the master policy. Therefore, we strongly suggest that individual owners add an endorsement to their own policies covering additions and alterations that they may make to their units, since this type of coverage may not be available to the Association. Examples of additions and alterations include, but are not limited to such things as, wallpaper, paneling, mirrored walls, decks and fences, etc.
3. Owners Insurance. Each Owner shall maintain at his own expense such insurance coverage as he may desire. Contact your own insurance agent or broker. The type of insurance policy that seems to fit best is called an H.O.6 type policy. This type of policy generally provides property insurance for your contents, and liability insurance for your negligent acts. A "studs-in" type policy may afford you more comprehensive coverage for damage to interior walls and floors, which may not be covered by the Association's policy or an H.O.6 policy. As mentioned above, be sure to request an endorsement for additions and betterments. Further, we suggest some structural coverage be included to reduce your deductible exposure under the master policy.
4. Common Areas. The Association provides insurance on the common areas in the form of:
 - A. Property coverage
 - B. Comprehensive General Liability coverage
 - C. Directors and Officers Liability coverage
 - D. Workers' Compensation coverage
 - E. Fidelity coverage

Chapter 8

Limitations, Use and Occupancy Restrictions

Section:

1. Animals.
 - A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area.
 - B. All pet owners are responsible for cleaning up after their pets at all times.
 - C. All pets must be kept on a leash when not within a unit or enclosed yard.
 - D. All animals must be attended to at all times when not inside a unit. Attended means within the control of the owner or his guests. Additionally, and per Joliet Ordinance, dogs must not be allowed to continuously bark outside for more than 15 minutes.
 - E. Dogs may not be tied to any tree, bush or any part of any building. They may be leashed in the rear of homes to a stake purchased specifically for that purpose.
2. Commercial Activities. No commercial activities of any kind, unless otherwise provided by the Declarations, by-Laws, or Rules, shall be conducted on any Lot on the Property, except Owners may maintain their business libraries keeping business records or accounts therein, or handling business phone calls or correspondence.
3. Nuisances. No nuisances shall be permitted. Nuisances shall be defined as any activity which disturbs the peaceful enjoyment of the Lots or Common Areas; affects the health, safety or welfare of the residents, Owners of Property or detracts or threatens to detract from the property values of the Lots or Common Areas.
4. Easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.
5. Auto Repairs. Homeowners and residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of said unit owner.

Chapter 9

Maintenance

Section:

1. Definition. Common area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.
2. Common Area. The Association shall maintain, repair, and replace the Common Area.
3. Townhomes. The Association shall maintain, repair and replace the exterior of the dwelling unit and Lot, except for modifications installed other than by the Declarant as part of initial construction unless otherwise indicated in these regulations.
4. Responsibility for Maintenance. The Association will not be held responsible for maintenance on any improvements made by homeowners (e.g. decks, patios)

The following is a quick index to determine maintenance responsibility:

**The Old Oaks Townhome Association, Inc.
Maintenance Index**

<u>Item</u>	<u>Association</u>	<u>Homeowner</u>
Siding/Masonry veneer	X	
Fascia/soffit/trim/shutters/roofs	X	
Gutter/downspout/chimney	X	
Windows and Glass		X
Storm Doors		X
Garage overhead door:		
Sections		X
Springs/cables		X
Operator/locks		X
Front entrance door:		
Door		X
Glass		X
Lock, knob, hinges		X
Jamb, threshold		X
Weather stripping		X
Sliding glass door:		
Glass		X
Frame and sill		X
Locks and latches		X
Storm door		X
Patio/decks		X
Foundation walls/window wells	X	
Foundation floor		X
Utility lines and pipes/sill cocks/sump pumps		X
Coach lights	X	
Address numbers	X	
Interior surfaces/decorating		X
Exterior painting/caulking	X	
Homeowner additions/improvements		X
Landscaping:		
All common areas	X	
Parkway	X	
Lots	X	
Property owned or leased by Association	X	
Street and street lights	X	
Entry monuments	X	
Common area pathways/walkways	X	
Unit driveways, including snow removal	X	
Unit front walks, including snow removal	X	

Chapter 10

Parking

Section:

1. Declaration Provisions. Each owner shall be provided with parking spaces located on his lot.
2. Parking Regulations. All owners and residents shall comply with Village ordinances and State laws and all posted or marked traffic signs or symbols, as well as, all notices distributed by the Association via the newsletter or otherwise. There will be no parking whatsoever on sidewalks on Oak Tree Lane (whether cars are completely or partially blocking the sidewalk). Parking is not permitted on the street (Oak Tree Lane) between the hours of 2:00 a.m. and 6:00 a.m. Any questions regarding parking should be addressed by calling Village Property Management at (630) 739-5659.
3. Commercial Dual Tire Trucks. Parking commercial dual tire trucks on Oak Tree Lane (street or driveway) is prohibited.
4. Boats and other Recreational Vehicles. Boats and other recreational vehicles are not to be parked or stored on Oak Tree Lane, either on the street or driveway. If you own such vehicles, you must keep them stored off-site or in your garage.

Chapter 11

Party Walls

Section:

1. Repair and Maintenance. The cost of reasonable repairs and maintenance shall be shared by each owner who makes use of the wall or walls. Repairs necessitated by the negligence of a homeowner shall be regulated by the laws on party walls concerning reimbursement for the cost of repair to the non-negligent homeowner.
2. Architectural Conformity. All party wall repair and maintenance must conform with existing architectural standards of the Association.
3. Further Details. See Article VI of the Declaration.

Chapter 12

Sales and Leases

Section:

1. Sales. All owners must notify management of their intent to sell. The association will provide you with an assessment letter which you will need to present to the title company to clear the exception to title concerning liens for Association dues.
2. Security Deposit. At the time a homeowner requests a "Paid Assessment" letter, he/she will be required to post a \$100 security deposit (separate from any other fees or assessments which may be due). After the homeowner has completed his/her move there will be an inspection of the premises. Once it is determined that no damage has been done to the common areas, nor rules broken during the moving process, the deposit will be refunded.
3. Leases. Any owner may lease his lot, but no lease may be for a period of less than six (6) months. All leases must be made expressly subject to the Declarations, By-Laws, and these Rules. The Association may require Owners to submit a copy of their lease within ten (10) days after the lease is executed and prior to occupancy.
4. Service Charge. The Association reserves the right to charge homeowners a processing fee for all sales, leases, and requests for refinancing.
5. Storage Containers. Large storage bins used for the purpose of moving only, may be placed on the driveway of the unit for a maximum of 48 hours. All other uses are prohibited.

Chapter 13

Safety

Section:

1. Fire.

A. Call the Fire Department – City of Joliet – 911 (815-724-3500 non-emergency). Then alert your neighbors, and finally call management.

B. Before exiting a room, feel the upper part of the door. If the door is warm or hot, brace one leg and hand against the door and open it about one half inch. If conditions are safe, evacuate the room. If you feel a rush of hot air, smoke or pressure, slam it shut. Seal cracks around door, and any other places where smoke could enter with wet towels, preferably. If smoke enters your unit or room, open windows about three inches. Soak a large blanket, sheet, or throw rug and get under it near the window. Hold the edge of the wet material over the opening of the window to breathe fresh air.

C. Upon exiting your townhome, close all doors and windows and leave them unlocked for easy access for the fire department.

D. Keep the following items in your townhome:

1. Flashlight.

2. Candle.

3. Masking tape for sealing cracks.

4. Escape ropes long enough to reach the ground from the second story.

E. Install and maintain smoke detectors.

2. Tornado.

A. Stay as far away from outside walls and windows as you can.

B. Protect yourself from flying glass by staying behind large pieces of furniture.

C. If possible, seek shelter in the basement or interior first floor hallway.

- D. Sit on the floor with your knees up and place your head between your knees with your hands over your head for protection.

- E. Try to take a battery operated radio, candles or flashlight with you.

Chapter 14

Unit Owner Hints

Section:

1. Drainage. If you have a sump pump, be sure your sump pump hose is placed so as to keep water away from your foundation. Purchase a flexible hose to attach to the discharge pipe so the point of discharge can be moved from time to time to eliminate ponding water and erosion. Place splash blocks under all downspouts to prevent soil erosion or attach flexible hoses to downspouts to keep water away from the foundation.

2. Frozen Pipes. On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to disconnect all hoses before the first frost. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes.

3. Humidity. Those homeowners who use humidifiers may cause severe damage to their homes if they set the humidity level too high in cold weather. Be sure to follow operator instructions carefully. Over-humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large volume of water condensed. It can cause damage to drywall, as well as roof undersheeting that can cause the premature failure of your roof. If you have a humidifier, it might be wise to inspect your attic to see that no ice or condensation is forming on the undersheeting.

4. Ice Dams. Leaks in the winter time may be caused by what are called "ice dams." Ice dams occur when ice and snow build up in the gutters or on any horizontal surface and the escaping warmth from your home causes the build up to melt and leak inside. Because ice dams travel upwards, and your home is designed only to shed water in a downward direction, ice dams are difficult to prevent. The best thing to do is to purchase a roof rake at your local hardware store and periodically rake the snow off your roof so it never gets a chance to build up sufficiently to cause an ice dam. Roof rakes come with seven (7) foot extensions which can reach 28 to 35 feet. They are inexpensive and easy to use. Do not use shovels or picks to remove ice or snow from the roof, you will permanently damage the shingles.

5. Warranties. Be sure to keep all manufacturer and builder warranties in a safe location. Make sure you preserve your warranty rights by giving proper notice when problems first arise.

6. Product Information. Ask the developer for all product information, e.g. paint colors, cabinet manufacturer, counter top, etc. this is a good thing to have if they are damaged and need repair or replacement.

7. Security Disclaimer.

A. No Representation. Neither the Association, its Board of Directors, employees or agents make any representation, written or oral, concerning the safety of the community or effectiveness or operability of any security devices or security measures.

B. No Warranty or Guarantee. Neither the Association, its Board of Directors, employees or agents warrants or guarantees the safety or security of residents, occupants, owners or their guests, licensees, or invitees against the criminal or wrongful acts of third parties. Each resident, occupant, owner, guest, licensee, or invitee is responsible for protecting his or her own person and property.

C. No Reliance on Security Devices or Measures. Neither the Association, its Board of Directors, employees or agents warrants or guarantees that security devices or security measures, if any, may not fail or be thwarted by criminals or by electrical or mechanical malfunction. Residents, occupants, owners, guests, licensees, or invitees should not rely on such devices or measures and should protect themselves and their property as if such devices or measures did not exist.

D. Duty of Resident or Occupants. It shall be the duty of each resident, occupant, or owner to convey this disclaimer to his or her guests, licensees, or invitees.

8. Watering Instructions. The following is a list of watering instructions for different types of landscaping installations and/or repairs. Please follow the instructions that apply to your situation.

A. Reseeding. If your lawn was reseeded, please see that the new seed is watered one to two times a day depending on heat conditions. Keep the ground where the seed was installed moist. If you see that the ground has dried out, re-water. However, do not over-water, since it will wash the seed and soil away. Frequent light waterings are required. Once the seed has germinated, in approximately 2-3 weeks, continue to water on a daily basis. Heavier watering is acceptable now. Once the new grass plants have matured, the turf will require 1" of water per week, whether provided by sprinkler or Mother Nature. Grass seed is a mix of several different varieties, and some will germinate faster than others, usually between 10-21 days.

B. Seed Mat Repairs. Seed mat is a fibrous material that contains grass seed. If your lawn has been repaired with seed mat, please keep the seed mat moist. You can follow the instructions pertaining to regular seed above. The fibrous material will disintegrate over time, however, once the new grass plants begin to grow, you can manually remove the material if you desire. Once the new grass plants have reached maturity, they can be watered the same as the rest of your lawn by providing 1" of water per week.

C. Sod. If your lawn is repaired by sod, the new sod needs extensive amounts of water to survive. That may mean watering the sod more than one time per day. You should water the sod until it becomes squishy under foot. To test whether the sod is knitting into the subsoil beneath it, gently lift up after a week or so to see if there is any root resistance. Once you can feel the root resistance, you know that the sod is taking hold. Once you determine the sod is taking root, you can cut back on the amount of watering. We suggest you reduce the watering to every other day, and as the sodded areas begin to blend with the rest of the lawn, every third day. Do not let the sod completely dry out. Once the sod has knitted into the ground, and is firmly rooted, you may apply 1" of water per week accordingly.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Section 1:

Date: _____

Name(s): _____

Address: _____

Phone Number: (Home: _____) (Work: _____)

Section 2: Description of Change or Improvement.

Attachments to Description:

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including, but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, unit, and neighboring property or other structures or objects, or physical features of property, including, but not limited to swales, trees utility transformer, vaults, etc.
2. A copy of your survey must accompany this application.
3. A legal description of your property must accompany this application.

Section 3: Application Affidavit.

1. I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to comply with all Association Declarations, By-Laws, and Rules and Regulations in respect to this architectural change and/or improvement, and that all changes and/or improvements shall be within my lot lines.
3. I hereby agree to indemnify and hold harmless the Association, its unit owners, members of the Board, Employees and Managing Agent from all loss, damage, liability judgments, court costs, attorney's fees, interest or any other costs, penalties arising out of this change or improvement.
4. I hereby understand and agree that I am responsible for the future upkeep and maintenance of said change and/or improvement.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION (Page 2)

5. I hereby agree to record this application and necessary supporting documents with the Recorder of Deeds and/or Registrar of Torrens of the county in which the property is located within 14 days after approval by Association, and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.
6. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
7. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this Application.

All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expense, such as attorney's fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

8. I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.

Section 4: Notice.

All notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over, or mailed to the named applicant at his last known address by first class mail with postage prepaid.

Signature

Signature

Section 5: For office use only.

Date Approved: _____

Date Rejected: _____

Signature

Signature

Signature

Signature

Old Oaks Townhome Association Satellite Dish Policy

1. Prior to the installation of a satellite dish, the homeowner must notify and receive approval for the process from the Board of Directors. A Satellite Installation Request Form and checklist must be filled out and will be reviewed by the Board of Directors.
2. A licensed and insured contractor must complete the installation of the satellite dish. A copy of the contractor's certificate of insurance must accompany the request form.
3. The satellite dish may not be installed on the common building roof. Rather it must be installed in the rear of the building on a pole or device made especially for the purpose of securing a satellite dish. Any deviation from this area must be in writing for Board of Director approval.
4. Satellite dishes may be no larger than 20 inches in diameter and must be color compatible with the building.
5. All connection wires must be hidden from view and the application must include a diagram of exactly where the installer intends to run the wires. Should wire channeling be necessary, it must match the color of the siding or the trim that it is installed upon.
6. If the satellite dish is installed on an area that requires Association maintenance, upon ten days advance written notice, the unit owner will be responsible for removal and reinstallation of the dish for said maintenance. Maintenance is defined as caulking, painting or sealing, wood replacement and any other necessary repairs.
7. If the satellite dish is repaired for any reason (service cancellation, owner moving, etc.), the unit owner is responsible for restoring the area to its original condition and/or any damages caused by the satellite dish or the installation.
8. Should a dish be installed without prior Association approval, the unit owner will be responsible for the dish and the restoration of the area to its original condition. Should the unit owner fail to make the necessary repairs, the Board will hire a contractor to do so. All costs and charges to restore the area will be charged back to the unit owner. The Board may levy a fine for the violation.
9. Installation of satellite dishes is subject to current FCC rulings.

OLD OAKS TOWNHOME ASSOCIATION

Satellite Dish Request Form

Please complete the following form and submit to Village Property Management, L.L.C. If you have any questions call the Management office at (630) 739-5659.

- This form must be completed and the installation approved by the Old Oaks Board of Directors prior to installing a Satellite Dish.
- A copy of the contractor's certification/license must be included and submitted with this form.

Owner Name: _____

Address: _____

Contractor/Company that will be installing the dish, wiring, etc.:

Name: _____

Phone Number: _____

Color of dish to be installed: _____

Location on property where dish will be installed (*BE SPECIFIC*):

Draw a diagram of where the dish will be placed on the property (if additional space is needed use the back of this form):

Approved by Board: _____ Date: _____

Rejected by Board: _____ Date: _____