

# Living in Wheaton Oaks



**Updated: 07/01/2023**

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## Change Log

<u>Change Date</u>	<u>Description of Changes</u>
07/26/2022	Architectural control guidelines for windows modified – casement windows and mullions allowed in some cases.
02/1/2023	Updated URL for new website (The Association - Introduction)
03/10/2023	Clarified Rule with Respect to All Front Entry Doors - Maintenance responsibilities / Unit Owner / #3 and 4 - Architectural Control Guideslines/#3 – Front Doors
05/17/2023	Clarified Pool Rules for Adult Swim (Pool Rules #2)
05/17/2023	Inserted automated table of contents with hyperlinks
05/17/2023	Updated Committee name throughout: Unit Maintenance replaced with Maintenance and Repair Committee
05/20/2023	Added Architectural guidelines for service doors (inserted new section 4, remaining were renumbered).

## THE ASSOCIATION – Introduction

WHEATON OAKS is a professionally managed townhouse community consisting of 119 town homes. The Association is responsible for the maintenance of the exterior of the living units with certain exceptions; common areas such as driveways, sidewalks, streets and streetlights; general landscaping; the maintenance of the clubhouse and pool and other service and maintenance functions. All Association functions are performed under the supervision of the Association's Board of Directors and are implemented by our Property Manager.

There are a number of Board committees that oversee the maintenance and operation of the Association. These include such areas as landscaping, Maintenance and repair, architectural control, pool, clubhouse operation, resident relations & social activities. Please read the Board minutes and our monthly newsletter, The Oak Leaf, for more information regarding committee activities. Wheaton Oaks has benefited from countless hours of work by its Board members and other volunteers to enhance our community.

Wheaton Oaks has a website that contains much of the information contained in this Living in Wheaton Oaks document and other current information and official Wheaton Oaks documents. The website can be found at:

<https://wheatonoaksto.com/>

We encourage each Unit Owner to become familiar with their rights and obligations as outlined in our governing documents.

### INFORMATION INCLUDED WITH THIS PAMPHLET

- A checklist of [Association and Owner maintenance responsibilities](#).
- Attached at the end of this document are:
  - [Architectural Control Guidelines](#)
  - [Guidelines for Landscape Approval](#)
  - [Satellite Communications Policy](#)
  - [Pool Rules](#)
  - [Architectural Approval Form](#)

- [Request for Landscape Approval](#)
- [Request for Satellite Dish Installation](#)
- [Map of the Wheaton Oaks' property indicating Common Areas](#)
- Rules and Regulations established by the Association to promote the general living standards for all Unit Owners can be found in the [Rules and Regulations Section](#).
- In addition to the above items, you should also have a copy of the 2015 Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Document R2015-104048; a copy of the Bylaws which were most recently amended in September 1992: pool passes and clubhouse keys. If you do not have these items and cannot secure them from the former owner, you should contact the Property Manager. Replacement documents are available for a fee.
- In addition to Wheaton Oaks Rules and Regulations we must also be in compliance with City of Wheaton codes and ordinances.

## MONTHLY ASSESSMENT

The monthly assessment is determined each year and any new assessment is fixed as of January 1. The assessment is determined after the Board establishes a budget. A copy of the budget is distributed to each Unit Owner after it is adopted. The Association bills each Unit Owner monthly for the current assessment. Assessment Auto Pay is available to those who choose to use it and that information is in your current coupon book.

**THE MONTHLY ASSESSMENT IS DUE ON THE FIRST OF EACH MONTH. IF AN ASSESSMENT IS RECEIVED AFTER THE 30TH DAY OF THE MONTH, A LATE FEE OF \$30.00 WILL BE ASSESSED.**

## BOARD MEETINGS

The Board of Directors holds regular monthly meetings, which are generally held on the **second Wednesday** of each month at 6:45 PM. Notice of meetings will be given either by being published in the Association's Board Minutes, in The Oak Leaf, posted on the Association website, or at the clubhouse. From time to time, special meetings of the Board are held to deal with one or more urgent topics. Notice of those meetings will be provided in a timely manner and will be posted at the clubhouse and on the Association website.

Your attendance at Board meetings will assist you in learning about the operation of your Association and give you an opportunity to have your concerns considered by the Board. Board meetings are open to all Unit Owners, with the exception of executive session adjournments which are held to address matters of litigation, personnel decisions, and other sensitive items. Minutes are maintained for all Board meetings and are mailed or delivered to each Unit Owner and posted on the Association website.

### ANNUAL MEETING

The annual meeting of the Association is held in October of each year. Besides the election of new Board members, the meeting consists of reports from various members of the Board on the state of the Association and plans for the coming year. Notice is given of the time and place of the Annual Meeting.

## MAINTENANCE RESPONSIBILITIES

### Association Responsibilities

1. Cleaning, repair and replacements of roofs, chimney screens and caps.
2. Repair and replacement of gutters and downspouts.
3. Cleaning gutters and downspouts as scheduled.
4. Cleaning, repair and replacement of exterior siding and trim, including painting, staining and caulking on a regular basis.
5. Painting, repair and replacement of overhead garage door panels and garage door seals.
6. Repair and/or replacement of exterior garage light sensor and fixture and front light fixture only.
7. Exterior concrete repair and replacement except as detailed under “Unit Owner Responsibility # 5.”
8. Exterior sump pump discharge lines.
9. Grass cutting, fertilizing and weed control, raking of leaves, removal of certain trees and shrubs and their replacement as determined by the Board of Directors.
10. Snow removal on streets, driveways, and unit walks.
11. Repair and/or replacement of exterior hand rails, front and back steps, sidewalks, concrete patios and fencing as originally installed.
12. All maintenance required on “integral” decks. The following is a list of units deemed to have integral decks. All numbers are located on Wheaton Oaks Drive:

1102 1118 1146 1206 1105 1134 1149  
1210 1106 1138 1150 1214 1114 1142  
1202 1218

13. Installation of rooftop satellite dish mounting plate.
14. House numbers above garage door and by mail slot

## Unit Owner Responsibilities

1. Interior of units including damage **HOWSOEVER CAUSED**.
2. Chimney sweeping.
3. Installation, replacement, and maintenance of windows and storm windows including glass and sills, screens, hardware and weather stripping, in accordance with the guidelines of the Architectural Control Committee.
4. Installation, replacement, and maintenance of storm doors, front doors and sidelights, garage service doors, and back doors in accordance with the guidelines of the Architectural Control Committee.
5. Maintenance of foundation, air conditioner pad, window well enclosures, covers and drains, basement walls and floor, and garage floor.
6. Installation and maintenance of decks (excluding integral decks.) and porticos
7. Exterior vents.
8. Garage door operational units.
9. Rear light fixture and all exterior light bulbs.
10. **MAINTENANCE OF PRIVATE AREAS** except items covered by item #9 of Association responsibilities. This includes all cultivation of flowerbeds and other landscaping, **which may be added with approval of the Landscape Committee.**
11. Control of pets so as not to create a nuisance to others.
12. Removal of harmful insects and pests.
13. De-icing of private walks and driveways with a de-icer other than sodium chloride.
14. Installation of Satellite Dish, including scheduling TV provider to mount satellite dish onto the rooftop plate mentioned in #13 of Association Responsibilities (above) and **in accordance with the guidelines of the Architectural Control Committee.**
15. All changes made by Unit Owners whether or not approved by the Architectural Control Committee or Landscape Committee must be properly maintained by the then current or any subsequent Unit Owner. If the change is not properly maintained, the Board may take any action it deems proper, including repair, replacement or removal of the change, as the Board deems necessary for the management, maintenance, operation and protection of the change and the Property. In the event the Board takes any such action, the cost of such action shall be the responsibility of the then current or any subsequent Unit Owner.

Items of maintenance repair and replacement not specifically mentioned will be considered by the Board on an individual basis in accordance with the Covenants of the Association.



UNIT OWNERS ARE RESPONSIBLE FOR ALL EXTERIOR MAINTENANCE, REPAIR OR REPLACEMENT THAT IS CAUSED THROUGH THE WILLFUL OR NEGLIGENT ACT OF A UNIT OWNER, HIS FAMILY, GUESTS OR INVITEES (SECTION 7.2E OF COVENANTS)

### MAINTENANCE AND REPAIR

All requests relating to maintenance, repair and replacement of buildings, streets and sidewalks, and drainage shall be submitted in writing or electronically to the Property Manager by the Unit Owners, **and not to Board members**. Emergency requests will be responded to immediately by the Property Manager. The Maintenance and Repair committee oversees this activity and makes recommendations to the Board where Board action is necessary.

The responsibilities of the Maintenance and Repair Committee shall be:

- A. Recommend a program and prepare an annual budget for maintenance of Wheaton Oaks.
- B. Determine guidelines regarding private and common area repairs.
- C. Review suggestions and requests for maintenance and to recommend Board action.

Maintenance and concrete costs continue to rise each year. The Board, in an effort to minimize costs wherever possible, has instituted a procedure when maintenance or repairs are required. This procedure is based on the premise that it is more economical to group repairs of a similar nature to be done at the same time.

### LANDSCAPING AND SNOW REMOVAL

All requests relating to landscape and snow removal shall be submitted in writing or electronically to the Property Manager by the Unit Owners, **and not to Board Members**. The Association's landscape maintenance responsibilities include grass cutting, fertilization and weed control, trimming of shrubs and trees, raking of leaves and removal of dead trees.

Unit Owners have the right to plant **only** flowers or shrubs within the limits of their rear yard privacy fence or front courtyards as long as such additions do not interfere with or alter the original landscaping or interfere with the maintenance personnel in performance of their duties.

**MAINTENANCE INCLUDING WEEDING, CARE AND REPLACEMENT OF UNIT OWNER REQUESTED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE INSTALLING/CURRENT OWNER.**

**UNIT OWNERS MUST OBTAIN LANDSCAPE COMMITTEE APPROVAL FOR ANY CHANGES THE HOMEOWNER DESIRES TO MAKE WITH RESPECT TO LANDSCAPING.** See [Landscaping Guidelines](#) section for Guidelines and [Landscape Approval Requests](#) to request a change.

Any Unit Owner who wishes to be solely responsible for the care of his or her landscaping, including trimming of shrubs and trees, should contact the Property Manager for further information.

The responsibilities of the Landscape/Snow Removal Committee shall be:

- A. Recommend a program and prepare an annual landscape and snow removal budget.
- B. Determine guidelines regarding private and common area landscaping.
- C. Review suggestions and requests for changes or additions to present landscape and to recommend Board action.

### ARCHITECTURAL CONTROL

In order to maintain the character of the original structure of the Wheaton Oaks Townhouses and in accordance with the intent of our Declaration of Covenants, Architectural Control Guidelines have been established. All requests for any work done on the exterior of a townhouse shall be submitted to the Property Manager **and not to a Board Member** as provided in the Guidelines. Any request may be approved, rejected or modified by the Architectural Control Committee. See [Architectural Control](#) Section for Guidelines and [Architectural Approval Requests](#) to submit a change request.

**NO WORK CAN COMMENCE UNTIL A PROJECT IS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND A PERMIT, IF REQUIRED, IS RECEIVED AND SENT TO THE PROPERTY MANAGER**

### POOL AND CLUBHOUSE

The Association owns and maintains a clubhouse and swimming pool for the exclusive use of and enjoyment by Unit Owners and their guests. The pool and

clubhouse are located on the grounds at the northeast section of the complex adjacent to Cosley Zoo. You may reach the clubhouse by walking on the sidewalk that runs immediately east of the home at 1022 Oak View Drive. Please note that automobiles are not permitted to drive on the double walkway. This walkway is to be used by emergency vehicles only. Another walk to the clubhouse runs south of 1323 Shagbark Lane. The clubhouse (but not the pool) may be rented for private parties. A fee schedule and information regarding availability and procedures may be obtained from the Property Manager. The pool rules are posted at the clubhouse and distributed to each Unit Owner prior to the opening of the pool. There is also a copy enclosed in this pamphlet. You will need your pool pass and clubhouse key to use the pool. There is no charge for guests using the pool. However, there are rules relating to the number of guests that you may have using the pool at any one particular time. Please read the rules carefully and follow them, so that everyone may enjoy the pool.

**NO FOOD OR ALCOHOLIC BEVERAGES ARE ALLOWED IN THE POOL OR POOL AREA. ONLY PLASTIC BEVERAGE CONTAINERS ARE ALLOWED.**

## RULES AND REGULATIONS

The following Rules and Regulations have been adopted in accordance with the COVENANTS, THE WHEATON OAKS TOWNHOUSE OWNERS ASSOCIATION which is recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on September 18, 2015 Document R2015-104048.

These Rules and Regulations represent the intent of the Unit Owners of the townhouse units in Wheaton Oaks to maintain and preserve the property values of Wheaton Oaks. None of the Rules and Regulations which follow shall supersede any of the provisions of the covenants, nor shall the lack of specific reference thereto imply a waiver of same. These Rules and Regulations shall supersede any previous Rules and Regulations.

### USE, OCCUPANCY AND APPEARANCE OF THE PROPERTY

A. Signs. "For Sale" signs, advertising or other displays may be maintained or permitted on or in the front yard of any Unit being offered for sale only on the day of any "open house" and then only during a period beginning one (1) hour prior to and ending one (1) hour after the advertised hours of the "open house".

Signs of contractors working on a unit may not be displayed on the property.

"For Sale" signs, advertising or other displays may not be maintained on or about any vehicle or other item of personal property.

Garage Sales are limited to those days and times (usually once per year) as determined by the Board, and then only with rules promulgated by the Board.

Signs for "Estate Sales" may be maintained or permitted on or in the front yard of any Unit where the sale is being held only on the day of the sale and then only during a period beginning one (1) hour prior to and ending one (1) hour after the advertised hours of the "estate sale."

B. Fireworks. The use or detonation of any firecrackers or fireworks on any part of the Property is prohibited.

C. Trash. Each resident and/or Unit Owner shall be responsible for the disposal of household and yard refuse from his or her unit in accordance with Laws of the State of Illinois and ordinances of the City of Wheaton. Household and yard

refuse shall be disposed of only in sealed containers or sealed bags, or in containers provided or mandated by the city of Wheaton, and shall not be placed outside for collection any earlier than allowed by the City of Wheaton on the night prior to scheduled pickup. Containers must be retrieved by resident and/or Unit Owner on the day of the pickup and be kept inside except on the day of collection. Any litter remaining on the ground after pickup shall be removed by the resident and/or Unit Owner responsible.

The storage of trash and/or furniture (other than lawn furniture or grills) on decks, patios or any area around a Unit is prohibited.

D. Garages. Garage doors should be kept closed to present an attractive appearance to the Property. Major repairs or other activities which cause any type of nuisance or fire hazard are prohibited. Garages shall be used for storage of vehicles and other items. Care and consideration must be exercised if the garage is used for minor repair or maintenance of vehicles. Barbequing in garages is prohibited.

E. Exterior Light. Each townhouse Unit has an exterior light fixture on the side of the garage near the front. For security and appearance, this light should be on during all nighttime hours. The replacement of a defective sensor is the responsibility of the Association; however, replacing a burned-out bulb is the responsibility of the Unit Owner.

F. Bug zappers are not allowed.

## PETS AND ANIMALS

As provided in the Declarations, only dogs, cats, and other household pets may be kept in Units, with a maximum of two (2) such pets per Unit. Local pet ordinances are to be obeyed. Pet owners must immediately clean up after their pet(s). Pets must be controlled and not allowed to create a nuisance or unreasonable disturbance or damage any Common Property or the property of any Unit Owner.

## VEHICLES AND PARKING AND STORAGE REGULATIONS

### Utilization of Unit Owner Driveways.

Only passenger cars may be parked on the unit's driveway, except that passenger cars with commercial magnetic signs or lettered or painted advertising

signs must be parked in a Unit garage with the garage door fully closed. All other vehicles must be **parked and/or stored** within a unit garage with the garage door fully closed. The determination of whether a vehicle is a passenger car or another type of vehicle shall be determined by Illinois Law.

Any vehicle required to have state license plates but which does not display valid/current license plates or registration tags must be parked and stored only in a unit garage with the garage door closed. Any vehicle which is inoperable due to mechanical or electronic problems shall be stored in a unit garage with the garage door fully closed.

For the purposes of these regulations the following definitions of park or store are: **Park:** The stopping or standing of a vehicle whether occupied or not other than when temporarily and actually engaged in loading or unloading merchandise or passengers. **Store:** To place or leave in a location for preservation or later use or disposal for 30 consecutive days without being moved. Simply relocating a vehicle from one position to another on the driveway shall not be considered movement. Passenger cars that are being stored must be kept within a Unit garage with the garage door fully closed.

The exceptions to these rules are:

- (1) A vehicle other than a passenger car of a Unit Owner or resident or their guests or invitees may be parked on a Unit driveway for a brief period of time but no more than 16 hours and shall not be parked on the Unit driveway between the hours of 2:00am to 6:00am.
- (2) Commercial vehicles may be parked in permitted areas when used for their normal commercial purpose such as a service call, contractor service, delivery/pickup, or move in/out for or by a Unit Owner, resident or the Association so long as such parking is only for the period of time necessary to provide the service or delivery requested. However, Unit Owners are responsible to pay for damage to the streets, driveways, or Common Areas caused by their vendors, delivery services, contractors, etc. Such damages may be but are not limited to fluid spills/discharges, turf damage, and street, sidewalk, street light, and sign damage.

#### Utilization of Common Area Parking.

Common Parking Areas are located at (1) East side of Shagbark Lane near Wheaton Oaks Drive, (2) East end of Oak View Drive near the Jewell Road entrance, (3) East side of Tall Oaks Lane, and (4) at the East and West ends of Wheaton Oaks Drive

These Common Parking Areas are for the **temporary, occasional use** of Unit Owners, residents and guests, which is defined as not more than 48 continuous hours. Moving of a vehicle from one parking spot to another or from one common parking area to another does not constitute the beginning of another temporary parking time period. Parking of the vehicle shall be in such a manner as to take up only one parking spot.

#### Other Regulations.

No vehicle of any kind may display a “For Sale” Sign while parked in a driveway, on the street, or in a Common Parking Area.

Vehicles of any kind are not allowed to be parked on any side of a street posted as a fire lane. Overnight parking of any vehicle on any street is prohibited. The City of Wheaton Police Department will enforce both of these regulations.

Parking within 10 feet of a corner or 10 feet on either side of a fire hydrant is not permitted.

No parking or storage of vehicles of any kind is permitted on unpaved surfaces.

Vehicles parked in a driveway must leave the sidewalks free and clear.

Vehicles parked on the street shall not impede access to a neighbor’s driveway.

#### Waiver Procedure.

Unit Owners may apply for a limited waiver of these provisions by submitting a written or electronic request to the Property Manager, which waiver shall be granted or denied at the discretion of the Board of Directors. “Inconvenience” is not considered to be a valid reason for a waiver.

## LEASING RESTRICTIONS

Unit Owners shall be prohibited from leasing their units subject to certain exceptions, as listed below.

1. A Unit Owner may lease to a family member. A family member is limited to parents, children (natural or adopted), grandparents, grandchildren, and siblings. The Board must be notified of any such proposed lease to a family member for Board approval prior to the lessee moving in.
2. A Unit Owner may apply for a one-year hardship waiver. This provision requires that the Unit Owner submit a written request to the Board of Directors for approval, including a copy of any lease after the lease has been executed and prior to occupancy. Any tenants must acknowledge in writing that they have received copies of the rules and regulations of the Association and this acknowledgment must be given to the Board of Directors. The Board of Directors has the discretion whether or not to approve any such request. If the request is approved, the lease must be in writing and for a period of one year. The lease must contain a provision that failure by the tenant to abide by the rules and regulations may result in termination of the lease by the Board of Directors. If hardship status has been approved, any Unit Owners must reapply within 30 days of the expiration of the hardship period for any extension. Any decision by the Board of Directors shall be final.

Any Unit being leased in violation of this Amendment, may be subject to: (1) a daily or flat fine determined by the Board of Directors; (2) an action by the Board against the Unit Owner and/or the tenant for possession, injunction, equitable relief or damages or any other rights and remedies provided by law and equity. Any such action to enforce this Amendment shall be subject to the Unit Owner paying the costs and attorneys' fees incurred by the Association in enforcing this Amendment. Any unpaid charges resulting from this shall be a lien against the Unit and collectible as an unpaid assessment, subject to late fees and interest.

The leasing provision contains another provision stating that the Board can bring certain actions, and can charge and collect reasonable administrative fees that could result from charges made by the managing agent for processing delinquent accounts.

## UNIT OWNERS INSURANCE POLICY REQUIREMENTS.



Section 11.3 (a)(2) of the Covenants requires each Unit Owner to maintain a standard homeowner's insurance policy insuring against fire, lightning, extended coverage, vandalism and malicious mischief for the full insurable replacement value of each Unit. Each policy must provide that it cannot be cancelled without ten days prior written notice to the Board and must contain a Replacement Cost Endorsement.

**To protect all Unit Owners, each owner must ensure that the Property Manager of Wheaton Oaks receives satisfactory evidence from the owner's insurance company confirming that the owner has obtained the required insurance. The policy must be endorsed to provide that it insures the replacement cost of the Unit. The policy cannot be cancelled without 10 days written notice to the Property Manager.**

As a homeowner, you can make sure that your insurance company provides a copy of your insurance coverage to our Property Manager by having The Wheaton Oaks Townhome Owners Association made an Interested Party to your insurance policy. If this is done, your insurance company should provide the Property Manager with the pertinent details of your insurance policy automatically on its renewal date. If Wheaton Oaks is an Interested Party, you may not be required to deliver a copy of the pertinent provisions of your insurance policy to the Property Manager.

If any policy is cancelled and the Unit Owner does not immediately obtain another insurance policy, the Board will use its best efforts to obtain a policy so that all Unit Owners are protected in the event of an insurable event. The Association will pay for any such policy and the Unit Owner will be billed for the cost of the policy plus interest. In addition, the Association will also impose a fine or fines and reserves the right to place a lien on the Unit.

Because of the potential adverse effect the lack of insurance could have on adjoining Unit Owners, it is essential that the owner recognize the seriousness of this responsibility. It is of utmost importance that all Unit Owners comply with these requirements. This is necessary for the safety and financial security of all Unit Owners.

Accordingly:

Each Unit Owner is responsible to make sure that the required insurance policy and endorsement is provided to the Property Manager of the Association at

the time of purchase of the Unit and **EACH YEAR** on the anniversary of the Unit's purchase.

If the required endorsement is not received by the Property Manager of the Association at the time of purchase of the Unit and **EACH YEAR** on the anniversary of the Unit's purchase **or within 10 days thereafter**, the Unit Owner will receive a DEMAND NOTICE from the Property Manager of the Association that the satisfactory evidence of insurance be submitted. The DEMAND NOTICE will also state that if the satisfactory evidence of insurance is not submitted within **10** days of the DEMAND NOTICE, the Association reserves the right to immediately acquire such insurance for which the Unit Owner will be financially responsible, and **the Association will impose a fine or escalating and significant fines on continued noncompliance, as provided below.**

If the Association acquires such insurance on the Unit, the Unit Owner will be billed and assessed for the cost of any such insurance acquired by the Association, and interest will be charged at an annual rate equal to the prime rate of interest.

#### **Fines for Violations of Unit Owners Insurance Policy Requirements:**

As evidenced by the fine levels that are imposed for not providing the Property Manager with evidence of the required replacement cost homeowners insurance, a Unit Owner recognizes that such non-compliance jeopardizes the ability of the Association to pay for any extensive damage due to a major casualty to both the non-compliant Unit Owner's Unit, but also to the Units of other adjacent Unit Owners in the same building or other buildings. The Association would charge the non-compliant Unit Owner for the costs of construction repair and rebuilding expenses and it would likely be necessary to put a lien on the Unit. If the non-compliant Unit Owner did not cover those costs the Association would have to collect the necessary construction repair and rebuilding expenses under our uniform assessment rules from all Unit Owners of Wheaton Oaks, including those who did have the required replacement cost insurance.

Accordingly:

If the Unit Owner does not provide the required homeowner's insurance policy within 10-day period of the DEMAND NOTICE, the Unit Owner will be fined an initial amount of \$100.

If the Unit Owner does not provide the required homeowner's insurance policy within 30 days of the date of the DEMAND NOTICE, the Unit Owner will be fined an additional \$200.

If the Unit Owner does not provide the required homeowner's insurance policy within 60 days of the date of the DEMAND NOTICE, the Unit Owner will be fined an additional amount of \$500, and the fine will be increased by \$250 at the end of each 30 days subsequent to the date of the \$500 fine, until the Unit Owner obtains and provides proof of insurance to the Property Manager.

If any Unit Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged, the owner may appeal to the Board.

Any unpaid fines or other costs and attorney's fees incurred by the Board in enforcing this rule shall be a lien against the Unit and collectible as an unpaid assessment, subject to late fees and interest.

### **Fines for Violations of Other Rules and Regulations**

If there is a violation of any rule or regulation, other than the violations of the no leasing or insurance requirements set forth above, a Unit Owner, by his conduct, or the conduct of a guest, visitor, or occupant of his unit, charged with any other violation of the Declaration, Bylaws, or Rules and Regulations, and any amendment thereto, upon approval by the Board, shall be sent a "Notice of Violation." Said Notice will be initiated by the Property Manager and only upon the Property Manager's receipt of at least two written or electronic complaints and further verified and confirmed by the Property Manager. The Notice of Violation will be sent by the Property Manager and it will inform the Unit Owner of the violation complained of by describing the violation and referring to the specific section of the Declaration, Bylaws, or Rules and Regulations that was allegedly violated. All violation notifications shall be delivered to resident/owner's via certified mail, return receipt requested.

1. If any Unit Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged, the

owner may appeal to the Board.

2. If no appeal is made, or if made and then denied, and within five (5) days thereafter (as the Board may extend in its discretion), the violation is not corrected, the following fines may be levied against the Unit Owner:

Fine Schedule:

Initial fine of at least \$100.00 will be assessed, but can be larger at the discretion of the Board.

After 30 days of notification of the initial fine, **a fine of \$200.00** will be assessed, for the second month.

If the violation (other than the violations of rules set forth in VII, A and B above) is not corrected after two months, the Board in its discretion may (1) determine a fine (which may be daily, weekly or monthly) that the Board believes appropriate under the circumstances of the violation, and (2) Board may bring an action against the Unit Owner and/or the tenant for possession, for injunction, equitable relief or damages or any other rights and remedies provided by law and equity. Any such action shall be subject to the Unit Owner paying the costs and attorneys' fees incurred by the Association in enforcing the violation of the rule or regulation in question.

Any unpaid fines or other costs and attorney's fees incurred by the Board in enforcing any rule or regulation shall be a lien against the Unit and collectible as an unpaid assessment, subject to late fees and interest.

Effective: 3/10/2023

## ARCHITECTURAL CONTROL GUIDELINES

The Wheaton Oaks Townhouse Owners Association has the responsibility and authority for the maintenance of the common elements and the exterior of individual Units. As outlined in the Covenants and By-Laws, all Association functions are performed under the supervision of a Board of Directors, which are elected by the Unit Owners and implemented by our Property Manager.

In order to maintain the character of the original structure of Wheaton Oaks Townhouse and in accordance with the intent of our Associations Declaration of Covenants, the Architectural Control Committee is required to review any plans for changes or modifications to the exterior of individual Units. Unit Owners are required to have Board approval for all replacements or changes of existing exterior features.

The following steps must be followed before contracts or changes are made. The Architectural Control Committee shall review the “Request for Architectural Approval” and take action within 30 days from the time of submission to the Property Manager.

**Prior to the beginning of contract:** Notify the Property Manager in writing using the attached form: “Wheaton Oaks Townhouse Owners Association Request for Architectural Approval”. This form is also available upon request from the Property Manager, online or in the Wheaton Oaks Clubhouse.

1. The Architectural Control Committee will review the request presented by the Property Manager to determine if the appropriate guidelines are being followed.
2. The Property Manager will receive approval/disapproval from the Architectural Control Committee.
3. The Unit Owner will be notified in writing by the Property Manager within 30 days from date that original request was made as to approval or disapproval of request. Upon completion of the project, the Unit Owner will notify the Property Manager.
4. In the event that the work is not completed within 6 months of approval date, the Unit Owner must resubmit a new “*Wheaton Townhouse Owners Association Request for Architectural Approval*” form.

Failure to follow these guidelines will result in corrective action by the Wheaton Oaks Board, up to and including fines, removal and replacement costs. For definitions of these terms, please refer to the Covenants and By-Laws.

**The following exterior items must be approved by the Architectural Control Committee prior to any changes or to modifications completed by Unit Owners:**

**1. Windows.**

- A. Must be of same clear glass design (double hung) and dark brown exterior color. Casement windows (kitchen only) are an option.
- B. Any capped area must also be in dark brown
- C. Mullions are optional.



**2. Storm/Screen Doors.**

- A. Front storm doors must be full view as illustrated below.
- B. Exterior front and back doors must be dark brown in color.
- C. Interior of screen door may be white.
- D. Hardware must be nickel, brass, brown or black in color.



### 3. Front Doors.

- A. Doors to be a solid door or a door with non-colored glass
- B. Color to be the custom color called Wheaton Oaks Brown. Formula is stored at J.C. Licht stores in Bloomingdale and Wheaton under account #65279. Finish should be Benjamin Moore Urethane Alkyd Gloss Enamel P22. For replacement doors, the finish shall be as close to this as possible.
- C. Hardware to be nickel, brass, brown, or black in color
- D. Sidelights to be non-colored glass.



### 4. Patio Doors.

- A. See suggested model below. Mullions are optional.
- B. Must be dark brown on outside.
- C. Hardware must be nickel, brass, brown or black in color.
- D. Any capped area must also be in dark brown
- E. Sliding doors are acceptable



### **5. Garage Service Doors.**

- A. Color must be Benjamin Moore #1035 CAMBRIDGE RIVERBED.
- B. Hardware must be nickel, brass, brown or black in color.

### **6. Construction and Maintenance of Non- Integral Decks.**

- A. The Unit Owner must submit design and plans to Property Manager for Architectural Control Committee approval.
- B. Entire deck structure must be painted with Benjamin Moore #1035 CAMBRIDGE RIVERBED Acrylic Stain (unless the deck is of composite material). The following exterior finishes may be applied: *Benjamin Moore, Deck and Siding Alkyd Semi Solid Oil Base Stain C329 or Deck Acrylic Solid Stain. 065.* The color of composite material shall match Cambridge Riverbed as closely as possible.
- C. Cost of construction, permit, maintenance, replacement, and repair to the exterior unit or deck will be the responsibility of the Unit Owner.
- D. Proper permits must be obtained from the City of Wheaton and a copy provided to the Property Manager before work is undertaken.

### **7. Front Door Overhangs.**

- A. The Unit Owner must submit design and plans to the Property Manager.
- B. Cost of construction, permit, maintenance, repair and replacement to be responsibility of Unit Owner.
- C. Painting to be done by Association.

### **8. Sidewalk and Patio Replacement**



The association is responsible for the repair and replacement of deteriorated sidewalks and patios, as originally installed. Non-colored poured concrete is the standard for sidewalks and patios installed by the association.

A Unit Owner, at their own expense, may replace the standard installed poured concrete sidewalk or patio as described below. All requests for sidewalk and patio replacement must meet the following conditions. The Unit Owner must submit a request for approval of design plans to the Property Manager for approval by the Architectural Control Committee.

- A. Pavers must be concrete pavers and in beige, brown or gray tones. Concrete paver base and installation must meet paver manufacturer's specifications.
- B. The project must not disrupt the drainage of the area and must have a minimum of 2 percent pitch away from the Unit.
- C. Patios must not extend beyond or be closer than 18 inches to the privacy fences.
- D. Sidewalk width may not exceed 44 inches.
- E. Cost of removal, construction, maintenance, repair and replacement will be the responsibility of the Unit Owner.
- F. Proper permits must be obtained from the City of Wheaton for patio projects. (Sidewalk projects do not require permits.) A copy must be provided to the Property Manager before approved work is undertaken.
- G. Any request for variation to these rules may be addressed to the Wheaton
- H. Oaks Board of Directors for consideration.

### **9.Front Courtyard Area**

- A. This area may include cement or paver block. Pavers must be concrete pavers and in beige, brown or gray tones.
- B. Concrete paver base and installation must meet paver manufacturer's specifications.
- C. The courtyard area may not go beyond the end of the garage.
- D. Proper permits must be obtained from the City of Wheaton and a copy provided to the Property Manager before work is undertaken.

### **10.Skylights & Solar Tubes.**

- A. The Unit Owner must submit design and plans to the Property

- Manager for approval by the Architectural Committee.
- B. Must be installed by licensed contractor.
  - C. Cost of construction, maintenance and repair, removal, including any resulting roofing problems, is the responsibility of the Unit Owner.

### **11.Exterior Railings.**

- A. The Unit Owner must submit design and plans to the Property Manager for approval by the Architectural Control Committee.
- B. Black or brown wrought iron of simple design.
- C. Wood railings may be used (circular or oval) with the grip size in accordance with City of Wheaton Code.
- D. Wood rail hardware must be aluminum, galvanized steel or stainless steel and mounted into studs.



### **12.Satellite Installation.**

See [Satellite Communications Policy section](#) for guidelines and [Satellite Installation Request Form](#) to request approval.

### **13.Dumpsters and Damage to Property**

In the event that a dumpster or other construction items are utilized they must be placed on the Unit Owner's driveway. It may be placed in the Guest Parking area provided prior approval is obtained from the Architectural Control Committee. It may only be placed on concrete and

not to remain for longer than 30 days.

Costs associated as a result of damage to the property during any type of interior or exterior renovation or construction is the responsibility of the Unit Owner.

#### **14. Portable Storage Units**

In the event that a portable storage unit is utilized it must be placed on the Unit Owner's driveway. It may only be placed on concrete and not to remain for longer than 2 weeks.

#### **15. Radon Mitigation Systems**

When Radon mitigation systems are installed, they shall comply with the following guidelines:

- A. Preferred location of exhaust pipe (PVC) is the garage roof. This is typically accessed through the crawlspace.
- B. If this cannot be accomplished due to physical limitations (model 201-detached garage) or is financially infeasible (judgement of the Board) then the exhaust fan and exhaust pipe shall be mounted at the rear of the building.
- C. The installing contractor shall "color match" the PVC exhaust pipe to our exterior building color.
- D. Deviations from these guidelines will be considered by the Board on an individual basis if sufficient justification is provided.
- E. Paint Color: For reference: Unit trim color is Benjamin Moore #103 Cambridge Riverbed Acrylic Stain; siding panel color is Benjamin Moore: 1016 Ionic Column.

**The following exterior items are additional guidelines for Unit Owners but do not require prior approval:**

##### **1. Flags and Banners.**

Limited to no more than two flags at a time.

**2. House Numbers.**

May not be altered or replaced by the Unit Owner

**3. Exterior Flower Boxes.**

- A. Be of simple design, dark brown in color and no wider than window frame.
- B. Only approved for first floor windows.
- C. Artificial foliage not permitted.
- D. Must be removable.
- E. Cost of construction, maintenance repair and replacement to be responsibility of Unit Owner.

**4. Trellises.**

- A. Color must match color of fence or unit it will be next to.
- B. Should be 4-6” away and not adhered to the siding.
- C. Designed to be removed for painting and repair by Unit Owner.

**5. Hanging Baskets.**

- A. Must be hung by wrought iron brackets.
- B. Attached only to vertical strips.
- C. No other decorations may be attached to the siding panels or vertical strips.

Effective: 05/20/2023

## LANDSCAPING GUIDELINES

The Board of Directors is responsible for the oversight and approval of all landscaping in the community.

Prior to planting or removing any trees, shrubs or creating extensive planting beds, Unit Owners must submit a 'Request for Landscape Approval' form to the Property Manager by mail/email/ or in person. The Property Manager will forward the request to the WOTOA Grounds/Landscape committee chair. The Grounds/Landscape Committee members will evaluate the request taking into consideration such factors as adaptability of planting to the season (trees should only be planted in Fall or Spring), sunlight, disease potential, proximity to units, possible buried cable/pipes, hardiness zone, spacing, drainage issues, maintenance concerns, etc.

**MAINTENANCE INCLUDING WEEDING, CARE AND REPLACEMENT OF UNIT OWNER REQUESTED LANDSCAPING SHALL BE THE RESPONSIBIITY OF THE INSTALLING/CURRENT UNIT OWNER.**

Upon approval by the Committee, the request may be submitted to the Board for final approval.

*Payment:*

Removal and replacement of an "original" developer-installed shrub or tree will be paid for by the association up to the following amounts: \$100 per installed shrub and \$500 per installed tree. A Unit Owner may provide additional funding in the selection of a planting that exceeds the approved amount.

Removal and/or replacement of a "non-original" tree or shrub (planted by current or previous Unit Owners) will be paid for by the current Unit Owner subject to approval by the Association as to type and location.

If the Association determines trees, shrubs, or plantings need to be removed due to their unsightly appearance, adverse location, impact on drainage, etc., the Association will pay for their removal. Replacement will be at the discretion of the Association.

**Note:** A tree or shrub requested to be removed by a Unit Owner may not necessarily be replaced.

Effective: 12/9/20

## SATELLITE COMMUNICATIONS POLICY

1. The request by a Unit Owner for the installation of a satellite communications system (maximum 2 per unit) shall be submitted to the Property Manager of the Wheaton Oaks Townhouse Owners Association utilizing the “Request for Satellite Dish Installation” form.
2. All expenses for the initial purchase and installation of the satellite communication system shall be the responsibility of the Unit Owner initially subscribing to the service. Ongoing maintenance and replacement of the satellite communications system shall be the sole responsibility of the current Unit Owner.
3. The Architectural Control Committee shall review the “Request for Satellite Dish Installation” and act within 30 days from the time of submission. It is deemed preferable that the receiving satellite dish antenna be in a location so it is not interfering with landscape or maintenance tasks.
4. All dish installations will be mounted upon a rooftop plate (Commdeck). Such plate will be located by the dish installer to guarantee signal quality and installed by the Association’s roofer. The roofer will ensure that the roof around the plate remains completely waterproof. The cost of said plate and plate installation will be covered by the Association. If the satellite dish antenna is no longer in use, it is the financial responsibility of the Unit Owner for removal. This would include any associated repairs to the exterior of the Unit to its original condition. That responsibility shall transfer to any future Unit Owner of said Unit.
5. The satellite dish antenna shall not exceed 36” in diameter.
6. Installation of the connecting cable from the dish antenna into the building and units must be consistent with Federal Communications Commission FCC rules. Exterior wiring should be well hidden along trim boards and through raceways. Dish cables are not permitted to extend across any roof surface.
7. Any satellite communications system that was installed in Wheaton Oaks prior to the adoption of this policy must conform to all aspects of this policy and procedures.
8. It is the responsibility of the Unit Owner to coordinate with the Satellite Vendor a proper installation that meets all the requirements as listed above. Other options will be considered if signals are not achieved by these parameters.

## PROCEDURE

1. A Unit Owner initially requesting the installation of a satellite communications system shall submit a “Request for Satellite Dish Installation” request to the Property Manager.
2. A Unit Owner’s satellite communications system may not be installed until the “Request for Satellite Dish Installation” has been approved by the Architectural Control Committee. All cables must be installed through the Commdeck plate and into the attic space. If necessary, such cables may be neatly run out eave and down unit walls. The removal of any cables improperly installed-over the roof surface will be the responsibility of and at the expense of the Unit Owner.

Effective: 12/9/20



## POOL RULES

1. The pool is open every day during the pool season from 9:00AM to 9:00PM.
2. Adult swim (18 yrs and older) will be from 5:00PM to 7:00PM Monday's through Thursday's, with the exception of no adult swim on Federal Holidays.
3. The pool may be used by all residents and their guests, as specified in # 6 below.
4. Non-resident guests may NOT use the pool without a resident host present.
5. The pool is not available for private use or rental.
6. An owner must be present when the owner has guests at the pool. The owner must have pool tags in his/her possession while in the pool area for themselves and his/her guests. We do not require that pool passes be worn. Each owner has six (6) pool tags for the pool.
7. Any person using the pool without the proper identification tag will be considered a trespasser and subject to removal from the pool area.
8. Residents and/or their guests under the age of 16 must be accompanied by parent, guardian or other responsible person at least 16 years of age.
9. All persons entering the pool must shower before entering the pool.
10. Diving is not permitted.
11. Only plastic beverage containers are permitted in the pool.
- 12. NO ALCOHOL OR FOOD IS PERMITTED IN THE POOL AREA**
13. Running, general roughhouse, or extreme noisy behavior is not permitted.
14. No Smoking.
15. Audible sound equipment is not allowed, but ear phones are permitted.
16. Please use towels between your body and the chairs if you use sunblock.
17. Babies and children in diapers must wear swim diapers.
18. Entering and /or using the pool after hours by any resident family or guest will result in revocation of pool privileges for the resident.
19. Swimming alone is not recommended.
- 20. POOL GATES ARE FOR EMERGENCY PURPOSES ONLY**
21. No animals are allowed in the Clubhouse, in the pool, or on the pool deck at any time.

**Please call the Property Manager if you observe a violation or the Wheaton Police if there is a serious violation that could be harmful to persons or property, or use of the pool when it is closed.**

**Property Manager:  
Association Partners, Inc.  
1-630-653-7782**

**Wheaton Police: 911**

**Pool Address: Wheaton Oaks Homeowners Association Pool  
1018 Oakview Drive  
Wheaton, Illinois 60187**

**Effective 05/17/2023**

ARCHITECTURAL APPROVAL FORM

**Wheaton Oaks Townhouse Owners Association Request  
for Architectural Approval**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address**

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Description of work to be done:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Location:**

\_\_\_\_\_

**Dimensions:**

\_\_\_\_\_

**Materials and color:**

\_\_\_\_\_  
\_\_\_\_\_

**Contractor information:**

**Name:** \_\_\_\_\_

**License/Insurance/Permit Info (copies attached)**

\_\_\_\_\_  
\_\_\_\_\_

(/continued)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Project timetable (beginning to end):

A sketch/drawing/photo of all alterations and/or improvements must be submitted and attached to this application.

I/we understand the rules concerning the proposed improvements. I/we will contact the Property Manager when the work is completed.

I/we agree to abide by the rules set forth by the Board of Directors and will be solely liable for maintenance. We recognize the right of the Association to maintain the Property at its discretion and to assess the cost to us. If the change is not properly maintained, the Board may take any action it deems proper, including repair, replacement or removal of the change, as the Board deems necessary for the management, maintenance, operation and protection of the change and the Property. In the event the Board takes any such action, the cost of such action shall be the responsibility of the then current or any subsequent Unit Owner.

Signed (Unit Owner):

**For Architectural Control Committee Use Only:**

Received (date): \_\_\_\_\_ Approved: Yes \_\_\_ No \_\_\_

Date: \_\_\_\_\_

Inspected/Closed (date): \_\_\_\_\_

Effective: 12/9/20

# LANDSCAPE APPROVAL FORM

Submit to Property Manager

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Cell \_\_\_\_\_

Area to be modified: Front Side Back (circle)

Resident request: Remove Replace Maintenance (circle)

Please explain \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Unit Owner replacement plan: If applicable, please attach drawing or description including size & location

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we agree to abide by the rules set forth by the Board of Directors and will be solely liable for maintenance. We recognize the right of the Association to maintain the Property at its discretion and to assess the cost to us. If the change is not properly maintained, the Board may take any action it deems proper, including repair, replacement or removal of the change, as the Board deems necessary for the management, maintenance, operation and protection of the change and the Property. In the event the Board takes any such action, the cost of such action shall be the responsibility of the then current or any subsequent Unit Owner.

Signed (Unit Owner) \_\_\_\_\_

Landscape Committee recommendation \_\_\_\_\_

Board action & date \_\_\_\_\_

Resident notified by email\_\_\_ in person\_\_\_ phone\_\_\_ mail\_\_\_ Date\_\_\_\_\_

Effective: 12/9/20

SATELLITE INSTALLATION REQUEST FORM

**Wheaton Oaks Townhouse Owners Association  
Request for Satellite Dish Installation**

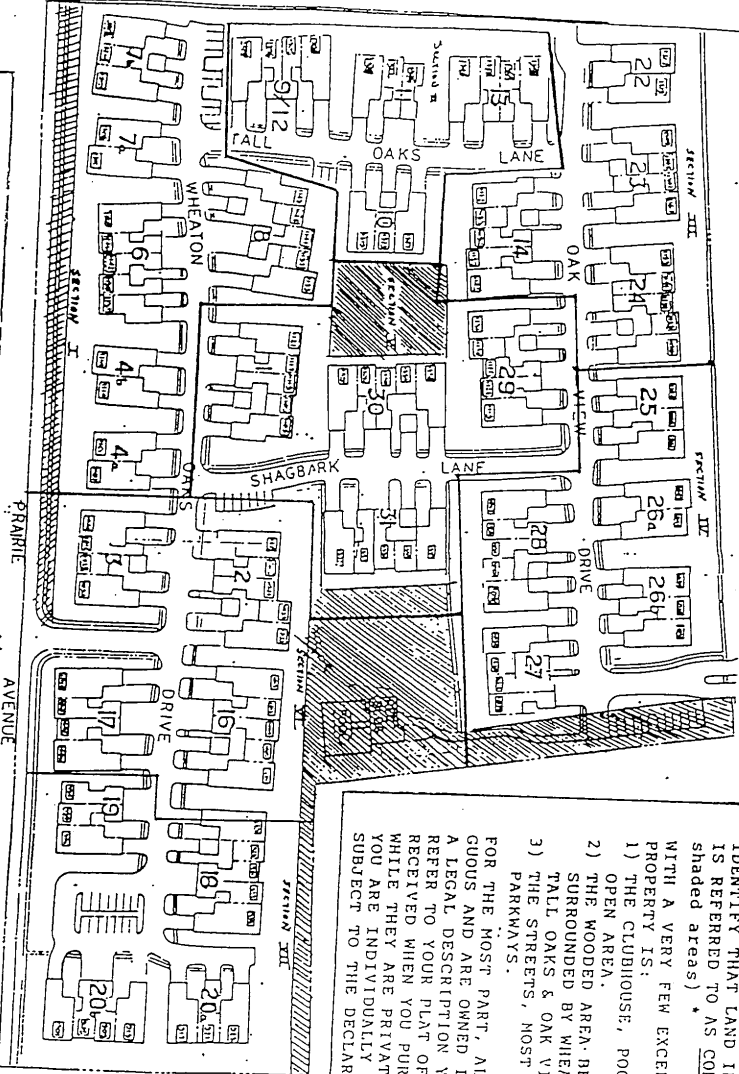
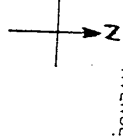
<b>Name:</b>		<b>Date:</b>	
<b>Address:</b>		<b>Phone:</b>	
<b>Description:</b>			
Could satellite signal be an issue? (This may be due to trees or other obstructions which may block the dish signal from the satellite.)			
<b>Yes</b>	<b>No</b>	<b>Not sure</b>	
<b>Install Type:</b>	<b>Initial</b>	<b>Relocation</b> (Relocation moves a currently installed dish to another roof location)	
<b>Contractor Information:</b>	<b>DirecTV</b>	<b>Dish Network</b>	<b>Other</b>
Contractor Name, Address, Telephone:			
<b>Board/API Use Only</b>		<b>Date:</b>	
<b>Received By:</b>			
<b>Inspected by Architectural Control Committee:</b>		<b>Date:</b>	
<b>Name:</b>			
<b>Approved:</b>	<b>Yes</b>	<b>No</b>	<b>Date</b>
If initial install or questionable signal reception, both dish vendor and roofer need to be coordinated to locate exact roof position of Commdeck plate. Dish vendor and Roofer are scheduled to meet at residence on:			
<b>Date:</b>		<b>Time:</b> AM / PM	
<b>Installation Complete: Resident notifies API:</b>		<b>Date:</b>	

Effective: 12/9/20

# WHEATON OAKS MAP

IN 1981, THE RESIDENTS WITH PROPERTY ADJACENT TO THE THEN VACANT LAND ON THIS WESTERN EDGE OF WHEATON OAKS, PURCHASED A PARCEL OF LAND APPROXIMATELY 50 FT. DEEP. THIS PARCEL IS NOT A PART OF WHEATON OAKS. IT IS PRIVATELY AND SEPARATELY OWNED BY THESE RESIDENTS AND CALLED BORDER LOTS. IT IS SUBJECT TO THEIR OWN PRIVATE DECLARATION OF COVENANTS.

SECTION = PRECINCT BOUNDARIES



EXHIBIT

THE PURPOSE OF THIS PLAN IS TO ROUGHLY IDENTIFY THAT LAND IN WHEATON OAKS THAT IS REFERRED TO AS COMMON PROPERTY. (see shaded areas) \*

WITH A VERY FEW EXCEPTIONS THE COMMON PROPERTY IS:

- 1) THE CLUBHOUSE, POOL & SURROUNDING OPEN AREA.
- 2) THE WOODED AREA BEHIND THE HOMES SURROUNDED BY WHEATON OAKS-SHAGBARK-TALL OAKS & OAK VIEW.
- 3) THE STREETS, MOST SIDE-WALKS AND PARKWAYS.

FOR THE MOST PART, ALL LOTS ARE CONTIGUOUS AND ARE OWNED IN FEE SIMPLE. FOR A LEGAL DESCRIPTION YOU WILL NEED TO REFER TO YOUR PLAT OF SURVEY WHICH YOU RECEIVED WHEN YOU PURCHASED YOUR HOME. WHILE THEY ARE PRIVATE PROPERTY ON WHICH YOU ARE INDIVIDUALLY TAXED, THEY ARE SUBJECT TO THE DECLARATION OF COVENANTS.

\* SOURCE: Webster, McGrath & Ahlberg, Ltd.  
Land Surveying & Civil Engineering