

General Restrictions and Provisions for Use Policy of
The Condominium Homes at Wagon Wheel Pass Homeowners Association
A Condominium Community located in the Village of Rockton
County of Winnebago, State of Illinois

SUBJECT: The Clarification of article IV of the Declaration of Condominium Ownership and of Covenants, Conditions, Restrictions, Easements and By-Laws of the Condominium Homes at Wagon Wheel Pass.

PURPOSE: Condominium owners are subject to restrictions generally not applicable to owners of single-family homes. These restrictions are outlined below and govern the use, occupancy, administration and maintenance of units and common areas for the mutual use, benefit and enjoyment of all residents.

There are 52-unit owners in Wagon Wheel Pass, each with different opinions and lifestyles, living in close proximity to each other. In order to preserve harmony and unit values, there must be a blend between the individual's rights and the needs of the Association. Therefore, more specific rules and regulations are required in an attempt to set guidelines to achieve this blend.

AUTHORITY: The Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws of The Condominium Homes at Wagon Wheel Pass (hereafter the "Declaration") and the Illinois Condominium Property Act.

EFFECTIVE DATE: August 5th 2022, which succeeds October 21, 2021, which succeeds October 20, 2020, November 10th 2015, and replaces July 1, 2008, which succeeds and replaces Article IV Section 4.1 dated 5/25/2004.

RESOLUTIONs: The Board of Directors of the Association hereby approved the clarification and language for Amendments for 'limited Common Area' #1, **Replacement Storm Doors** and #2, **Pergola Design / Construction**, as detailed below.

1. All Buildings shall be used only for multi-Family (3 or 4 Family) Units. Each Unit Owner shall comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations and the Declaration.
2. Any and all Improvements or Modifications to the common areas, limited common areas or building exterior shall be in accordance with Plans and Specifications approved by the HOA Board of Directors or its appointed committee.

A homeowner may periodically pressure wash their cement patio, doorstep and walkway. A clear coat sealant may be applied to these areas by the homeowner, if desired. Salt used on the concrete in winter is discouraged as it pits and destroys the cement.

"Common Area" shall mean: (1) the street lights and all other lights common to the whole development, except if owned by the Municipality; (2) the driveways, sidewalks and other paved areas from the public streets to and around the Buildings; (3) the landscaping on each Lot including all lawn area; (4) mailboxes; (5) pipes, ducts, flues, shafts, electrical wiring and conduit (except if such items are exclusively in a Unit and serve only that Unit); (6) the roofs, exterior walls and foundations, perimeter and partition bearing walls, floors and ceilings of each Building, except to the extent these walls are interior finished walls, floors and ceilings and part of a Unit; and, (7) as a Common Area Cost shared proportionately with other Associations which may be formed to manage all or a portion of the land described on Exhibit D, the gate monument and lighting used at the entrance of University Parkway and Old River Road to advertise and designate the development on the land described on Exhibit D.

"Limited Common Area" shall mean a portion of the Common Area so designated in the Declaration as being reserved for the use of a certain Unit, to the exclusion of other Units, including but not limited to the individual Unit exterior doors, windows and patios, doorsteps, porches, balconies, shutters, awnings, and window boxes serving each Unit. The Board, as hereinafter defined, may, from time to time, designate other portions of the Common Area as Limited Common Elements.

➤ **Proposed Amendment #1: – “Limited Common Area” Exterior Storm Doors**

For weather protection, uniformity, and aesthetic purposes, each HOA Unit will be required to have an exterior Storm Door installed, and to adhere to the type of storm door designated below. this is required for each HOA Unit and must adhere to the following explanation / language:

- All HOA Unit Owners are responsible to have an approved exterior storm door installed on their access door.

Note 1: Prior to a Storm Door installation, each HOA owner must submit a formal request to the HOA Board for improvement approval.

Note 2: There are (5) HOA units which currently do not have storm doors installed, and it has been decided that these Unite owners, during the remainder of their HOA ownership, will continue to be allowed not to have a storm door installed.

Note 3: Moving forward, as individual unit ownership changes. HOA will require that the new owner be responsible to have an approved exterior storm door, with the owner being responsible for door cost and installation charges.

- HOA Storm Door replacement proposal details, including type of door, Item # / Model #, cost of door, and picture of door.

- o **Larson “Tradewinds” 36-in x 81-in Mid-View Aluminum Storm Door with Door Handle**

Note: The approved replacement Storm Door is available at Lowes, and door orders should be completed online, with below item #s attributable for online order.

- o Door Color: Sandstone

- o Brushed Nickel Door Handle - Lowes Item #841464 / Lowes Model #1460609217

- o Polish Brass Door Handle - Lowes Item #841463 / Lowes Model #1460609207

- o Retractable Screen Included with Door
- o Door Handle is approved to be either Brushed Nickel or Polished Brass
- o Current Door & Handle Price: \$469.00 (Prices are based on 36” x 81” Door.
- o Current Lowes Door Installation charges: \$179.00

➤ **Proposed Amendment #2: – “Limited Common Area” Pergola Design / Construction**

For decorative / aesthetic purpose on each HOA unit back patio, installing a freestanding Pergola will be allowed, based on conforming to the below criteria, and bylaws, as proposed below.

- Prior to a Pergola installation, each HOA owner must submit a formal request to the HOA Board for approval of a Pergola construction, and the design criteria must accompany the request.

- The Pergola outside dimensions should be 8' x 8' square x 8.5' maximum height.
- The Pergola must be free standing, meaning that the construction cannot be fixed to the concrete patio slab.
- The Pergola (4) legs must be encased in a wooden box of cement, and the box approximate size should be 18" x 18" square x 12" high, which should be heavy enough to stabilize / weight down the Pergola, so that the construction is both safe, and cannot damage the back of the HOA unit dwelling.
- Each Pergola will be constructed with an 'open air' design, meaning there will be no approved privacy lattices for the sides, nor roofs attached to the Pergola.
- Each Pergola must conform in color and be painted with solid stain color Valspar / Lowes of Oatbran (6006 -1B)
- If these guidelines are not followed, and If there is a second warning you will have 60 days to comply

3.No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the other Units. Some examples are camp fire smoke, loud entertainment devices, continuous barking of dogs, loud non-muffled engines, and beeping mole deterrent devices.

4.No temporary or permanent exterior building, mobile home, tent, shack, storage shed, dog house, playground equipment, permanent basketball hoops and/or backboards or other similar structures shall be located upon the Property.

As of January 15th, 2024 portable basketball hoops are allowed with the following rules:

1. Only from April 1st to October 31st
2. Playing time between 9:00 am to 8:00 pm Central Timw
3. The basketball hoop must be stored away in the garage or off property during the winter months, from November 1st to March 31st each year.
4. The basketball hoop may not be on the grass at any time.
5. The basketball hoop must be stored away in the garage if the residents are going to be away from the home more than 3 days.

6. Any liability or legal fees pertaining to the Basketball hoop will be the homeowner's responsibility.

5. No person shall accumulate on the Property, any non-running, unused or derelict vehicles, litter or other unsightly materials.

6. Amended 12/09/2024 Boats, recreational vehicles, trailers of any kind or other vehicles (other than automobiles, motorcycles or pickup trucks) shall not be parked on the Property except if they fully fit within and are stored in the garage. Parking on unit's driveway for the purposes of loading of such vehicles is permitted but cannot exceed 24 hrs. Commercially registered 10 ton trucks, vans, semi-tractors/trailers are prohibited except for temporary contractor work but under no circumstance can they be left overnight. Blocking of sidewalks or driveways with parked vehicles is prohibited.

7. No animals other than common domestic household pets such as cats and dogs, which shall be limited to two animals per Unit, shall be kept on any Lot or Within the confines of any Building. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited. All common domestic household pets shall be kept inside the Unit and always on a leash if the animal is located outside on the Property. No animals shall be tied up outside on the property unmonitored or past nine o'clock p.m. in the evening.

8. All pet waste shall be cleaned up immediately by the Unit Owner. If waste is not picked up and the Board or its contractor has to clean up the waste, a charge shall be assessed to the Unit Owner for waste removal. On the third warning there will be a \$25.00 fine. If there is a fourth warning there will be a \$250 fine. (See Covenant and Rule Enforcement Policy for fines).

9. No swimming pools are permitted except for a small child's wading pool which shall not be left unattended. Pool must be emptied immediately after use and stored inside the unit.

10. All driveways will be maintained by the Association as part of the Common Area.

11. Units offered for sale may display one standard 24" x 30" "For Sale" sign on the Lot containing the Unit proposed to be sold. In addition, one open house sign may be added no earlier than the Wednesday before the open house. Directional signs may be added on the day of the open house. No other signs are permitted except a small security notification sign placed close to the unit.

12. No exterior aerials, satellite dishes or other visible means of communication shall be placed on any Lot or Unit except in accordance with local or federal law, and with the permission of the HOA Board of Directors or its appointed committee which shall not be

unreasonably withheld. All such devices shall be located on a post, not to exceed four feet in height, at the corner of the rear patio of each Unit, if possible. Under no circumstances will any of the above be permitted to be mounted to the roof structure. Cabling shall not be visibly run on or across any building exterior, siding or trim.

13. Fences or any other type of visible physical separation between or on Lots are strictly prohibited.

14. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of the Homeowners Association's insurance for which the Association is liable. An example would be wood burning stoves, wood camp fires/firepits, and fuel-based torches. In addition, grills and gas fire pits are not allowed on wooden decks.

All grills and gas fire pits must be at least 10ft from the building to reduce the fire hazard when in operation.

15. Amended 12/09/2024 Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building. No sign, canopy, or shutter shall be affixed to the building. Seasonal holiday decorations are allowed but must be hung with non-destructive hangers and may be displayed for a time period of 30 days prior to and 30 days after the holiday. Blow up decorations are prohibited. An HOA approved retractable awning will be permitted at the rear patio/deck area affixed to the building per approved procedure. Awning, installation, upkeep, and all expenses will be the responsibility of the unit owner. Awnings will be considered part of the limited common area.

Skylights, as approved by the HOA, may be installed by a homeowner. The homeowner will then be totally responsible for any roof or structural issues related to the skylight. An acknowledgement form will be obtained by the HOA from all home buyers of units with skylights indicating that they accept responsibility for any roof or structural damage, interior or exterior, related to the skylight.

16. Nothing shall be done or structurally modified in any Unit or in any Common Element which will impair the structural integrity of the building.

17. Unit Owners may have potted plants outside their Unit provided they are neatly maintained at the Unit Owner's expense. In-ground annual or perennial flower plantings will be allowed in the rear of the buildings along foundations and patio edges or rear lot lines only. Unit Owners will neatly maintain, weed and plant at Owner's expense. The HOA Board will continue to control in-ground planting of additional plant material, bushes and trees at the front and sides of buildings and other common areas and the standards associated therewith. All unimproved Lots shall not be planted with anything other than

grass or vegetation as permitted by the rules and regulations adopted by the Association. Please remember the irrigation system may run under your proposed plantings. Any damage caused by in-ground planting will be repaired at the Unit Owners expense.

Emerald petite arborvitae are the only shrub allowed to be planted between condo units. They are intended to provide some privacy in the rear patio area of the respective units. The affected homeowners should share the cost and agree on the placement of the shrubs. The homeowners are also responsible in insuring that the shrubs are planted safely.

18. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the

Declaration shall have the same meaning herein.

19. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and conditions of the Declaration, the Illinois Condominium Property Act and the laws of the State of Illinois.

20. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

21. Amendment. This policy may be amended from time to time by the Board of Directors.

CERTIFICATION:

The undersigned, being the President of The Condominium Homes at Wagon Wheel Pass Homeowners Association, an Illinois non-profit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on June 10, 2008 and in witness thereof, the undersigned has subscribed his/her name.

THE CONDOMINIUM HOMES AT WAGON WHEEL PASS HOMEOWNERS ASSOCIATION,

an Illinois non-profit corporation

By: Dana Bull-Beckley

Its President

The following Leasing/Rental Restriction was approved May 6, 2010 by a full vote of the Association members. This eighth amendment to the Declaration was recorded June 15, 2010.

ARTICLE XV LEASING

15.1 Prohibition on Leasing of Units. Except as specifically set forth in this Article and notwithstanding anything contained within this Declaration or the Bylaws to the contrary, the leasing or rental of Units is expressly

prohibited and all Units shall be owner-occupied. Leases of Units for a one (1) year term shall be allowed only in the following circumstances and subject to the provisions of Section 15.2:

a. Leasing to Immediate Family Members. In the event that a Unit Owner has owned and personally occupied their Unit for a period of at least twelve (12) consecutive months, a Unit Owner may lease their Unit to an Immediate Family Member (as hereinafter defined) for a term of one (1) year. For purposes of this Declaration, the term “Immediate Family Member” shall mean a Unit Owner’s spouse, siblings, parents or children. Leases may be renewed unless revoked by the Association for violations of the policies, rules and regulations of the Condominiums at Wagon Wheel Pass.

b. Death of Unit Owner. In the event of a Unit Owner’s death, the Unit Owner’s estate may lease the deceased Unit Owner’s Unit to a tenant for a term of one (1) year. Leases may be renewed for a maximum of one (1) additional one (1) year term unless revoked by the Association for violations of the policies, rules and regulations of the Condominiums at Wagon Wheel Pass.

c. Loss of Employment or Job Transfer. In the event that a Unit Owner who is currently employed (i) remains unemployed for a period of six (6) consecutive calendar months following the Unit Owner’s involuntary termination or cessation of employment at their current place of employment by their employer, or (ii) is transferred or relocated by their current employer to a new place of employment which requires the Unit Owner to move their principal place of residence outside Winnebago County, Illinois, then the Unit Owner may lease their Unit to a tenant for a term of one (1) year. Leases may be renewed for a maximum of one (1) additional one (1) year term unless revoked by the Association for violations of the policies, rules and regulations of the Condominiums at Wagon Wheel Pass.

d. Unit Owner Entering a Long Term Care Facility or Nursing Home. In the event that the last remaining Unit Owner of a Unit vacates their unit and enters permanently into a long term care facility or a nursing home, the Unit Owner may lease the Unit Owner’s Unit to a tenant for a term of one (1) year. Leases may be renewed for a maximum of one (1) additional one (1) year term unless revoked by the Association for violations of the policies, rules and regulations of the Condominiums at Wagon Wheel Pass.

15.2 Rules and Regulations on Leases. Every lease on any Unit permitted by Section 15.1 is subject to the following rules and regulations, regardless of whether set forth in the lease:

1. (i) the lease must be in writing;

2. (ii) the lease must be for the entire unit;

(iii) the use of the premises is subject to this Declaration, the bylaws and the rules and regulations of the Association;

4. (iv) subleasing of the premises under the lease is prohibited;

(v) within ten (10) days after a lease is signed or occupancy by a tenant, whichever occurs first, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to an officer or director of the Association;

(vi) By becoming a tenant, each tenant agrees to be bound by the Declaration, the bylaws and the other rules and regulations of the community, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of this Declaration, the bylaws and the other rules and regulations of the Association;

(vii) if any Owner (landlord) or tenant is in violation of any of the provisions of this Declaration or bylaws, or both, including any rules and regulations, the association may bring an action in its own name or in the name of the Owner, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, the bylaws of the Association or the rules and regulations, the court may find the tenant guilty of forcible detainer despite the facts that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. If permitted by present or future law, the

Association may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the unit that shall bind the unit in the hands of the then unit owner and the unit owner's successors and assigns. The Association shall give the tenant and the Owner written notice of the nature of the violations of the

rules, and 20 days from the mailing of the notice in which to cure the violation before the Association may file for eviction. All Unit Owners, tenants of a Unit and any other individuals with an interest in any Unit hereby release

and waive all rights under and by virtue of the Homestead Exemption laws of the State of Illinois.

15.3 Required Statement in Leases. A Unit Owner permitted to lease its Unit pursuant to Section 15.1 shall include the following statement in any lease:

“By becoming a tenant, each tenant agrees to be bound by the Declaration of Condominium Ownership for the Condominium Homes at Wagon Wheel Pass, the bylaws and the other rules and regulations of the community, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of the Declaration of Condominium Ownership, the bylaws and the other rules and regulations of the Association.”

15.4 Developer-Owned Units Exempt Until First Conveyance. Notwithstanding anything contained in this Article 15 to the contrary, any Units owned by the Developer as of the date of this amendment shall be exempt from the provisions of Sections 15.1, 15.2 and 15.3 only until such time as the Developer conveys title to a particular Unit to another party.