

# BROOK FOREST

## RULES & REGULATIONS

# **BROOK FOREST COMMUNITY ASSOCIATION RULES & REGULATIONS**

## **Preface**

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

Membership in the Brook Forest Community Association runs with the property. Each buyer of property within Brook Forest is bound by the governing documents of the Association that include the Declarations of Protective Covenants, effective September 23, 1995. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for the benefit of our community and helps to maintain our property values.

You have the right to petition the community to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive of the majority.

If you are found in violation and are fined, remember this action is taken because the majority of homeowners in Brook Forest consider it to be just and proper.

Effective Rules & Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Management Office. Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

### **Board of Governors Meeting Dates and Times:**

**Usually held the third Monday of each month at 7:00 PM at the Oak Brook Park District in one of the meeting rooms.**

**No meetings are held in December.**

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**SECTION I – INTRODUCTION**

- 1.1 The following Rules & Regulations flow from the Declaration of Protective Covenants dated September 23, 1995. It is not the intent of these Rules and Regulations to be a substitute for the Declaration and By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-Laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws and the Rules & Regulations, in that order.
- 1.3 These Rules & Regulations are binding on all Home Owners, Residents, their Families and Guests. The Home Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- 1.4 The provisions of these Rules & Regulations can only be amended by vote of the Board of Governors in an open meeting following notice to the community of a pending change and allowing for a minimum of 30 days for public comment.

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**SECTION II - DEFINITIONS**

- 2.1     **Association**  
Refers to Brook Forest Community Association.
- 2.2     **Assessments**  
The amount due from each owner to fund Common Expenses.
- 2.3     **Board of Governors**  
Consists of nine members of the community elected by the Association. They are responsible for the direction and administration of the Brook Forest Community Association. Each member of the Board shall be an owner and shall reside on the property.
- 2.4     **By-Laws**  
Contains regulations for the administration and management of the Association. It is recorded along with the CC&Rs with DuPage County against all properties within Brook Forest.
- 2.5     **CC&Rs or Declaration**  
Abbreviation which refers to the Declaration of Covenants, Conditions, and Restrictions that has been recorded with DuPage County against all properties within Brook Forest. The legal document that creates the plan for the Association, provides for restriction of owner's rights, deed covenants/restrictions. It sets up the owners/association relationship and binds property owners both present and future.
- 2.6     **Common Area**  
Includes the berms surrounding the properties, the entrance ways and parkways, certain open areas within the properties, the retention ponds and the tennis courts.
- 2.7     **Property Manager**  
A professional hired by the Board of Governors to manage the day-to-day affairs of the Association.  
  
Contact a Board Member for the current property manager name and address.
- 2.8     **Properties**  
All real property, common and private, within the Brook Forest Community Association as defined in the CC&R.

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**SECTION III - GENERAL RULES**

**3.1 Air Conditioning Units**

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

**3.2 Antennas**

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation may not encroach on common areas. *(CC&R, Page 10)*

**3.3 Basketball Hoops**

Basketball hoops may be portable basketball standards or permanently installed pole standards. Standards must be properly maintained, no visible rust, and no missing or torn nets.

Portable standards are not to be located in the street. Portable standards must be upright at all times. Portable standards must be located on or adjacent to the owner's driveway with a minimum of 5 feet from the street and must not encroach on your neighbor's lot line. Portable standards should be properly weighted according to manufacture's guidelines to prevent tip-over. The use of sand bags or other items piled on the base is not permitted.

The installation of Permanent Standards is subject to Architectural guidelines. The pole may only be installed on the property line side of the driveway; never in front of the house on the front lawn area.

The sleeve of the permanent standard must be cemented into the ground with the top of the cement below grade surface and covered with earth, stone or grass. A gravel layer is necessary to aid in drainage for the sleeve's open bottom. A bolt shall be installed to secure the pole from spinning. The sleeve should not be more than 2 inches above ground in order to accommodate a cap. It must not be a trip hazard or be able to cause harm if fallen upon. When the pole is not in the sleeve, the sleeve must be capped.

**3.4 Clotheslines**

Laundry drying equipment shall not be erected or used outdoors, whether attached to a building or structure. *(CC&R, Page 10)*

**3.5 Contractor Working Hours**

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

**3.6 Fireworks**

Fireworks are illegal in the State of Illinois.

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**3.7 Garage Sales**

Residents must comply with the Village of Oak Brook rules regarding Garage Sales and the Brook Forest Sign regulations. No "Garage Sale" signs may be placed at entryways or common areas. *(CC&R, Page 10)*

**3.8 Garbage**

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste and other similar items should be stored in your garage or in an area screened from view of neighboring homes, streets, and property located adjacent to the home. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear only of your home. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 pm the night before collection day. Empty containers are to be removed from the curb by 6:00 am on the day following collection.

Please check with the Village of Oak Brook for the current regulations regarding refuse collection. Highlights of the regulations in effect at the time of publication are as follows.

- Unlimited amounts of refuse in cans or bags will be collected each week.
- Cans or bags may weigh up to 80 pounds when full, and may hold up to 33 gallons of refuse.
- Refuse must be placed at the curb unless the resident has arranged for a rear door collection.
- Collection of individual items weighing more than 300 pounds; large amounts of building materials, carpeting, dirt, concrete, furnishings, etc.; and appliances containing hazardous components should be coordinated between BFI and the customer. Call BFI prior to collection to arrange for an estimate of cost.
- Yard waste may be placed in 30-gallon biodegradable paper bags weighing up to 80 pounds when full. A yard waste sticker must be attached to each bag.
- Branches may be tied together in bundles approximately 4' long and 2' in diameter weighing up to 80 pounds. A yard waste sticker must be attached to each bundle.
- Cut or fold cardboard into 3' X 3' pieces, to fit into truck compartments.
- The phone number for BFI is 708-345-7050
- Stickers are available for purchase at: The Village Hall, Mel's Ace Hardware, and Amlings Flowerland

**3.9 Guns**

The discharge of firearms within the properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, bow and arrow, and other firearms of all types regardless of size.

**3.10 Lighting & Holiday Decorations**

All exterior lights must be approved in accordance with Architectural guidelines with the exception of seasonal holiday lights that are subject to the following restrictions.

- a. Holiday lights and decorations may be displayed from November 15 through January 31 but may not be illuminated after January 15th. The take down date may be extended at the sole discretion of the Board of Governors in response to weather conditions.
- b. Lights and decorations for holidays falling outside the above dates may be displayed from 3 weeks prior to the holiday to one week after.

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**3.11 Noise**

It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association. Illegal fireworks are prohibited.

**3.12 Nuisance**

No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

The front and side exterior of homes may not be used for storage. Ladders, bags of fertilizer, lawnmowers & tools, garbage cans, etc., must be stored out of sight. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in the rear yard. Firewood may be neatly stacked on the side or rear of the home.

Compost centers should be screened from view and properly maintained so as not to emit foul odors.

**3.13 Brook Forest Tennis Courts**

The grounds, tables, play area, volleyball court, basketball court and tennis courts located in Brook Forest on Regent Drive are available to all residents on a first come basis provided the area has not been previously reserved for a special event. To reserve any of these areas for a special or structured event, submit a reservation form to the Property Manager. A \$50 refundable clean-up fee for events with more than 25 participants will be required. Reservation forms can be obtained from the Property Manager. Use of all facilities furnished by the Association or erected within the properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Please clean up after yourself. This area closes at dusk.

See page 16 for a Rental or Reservation Form

**3.14 On-Site Fuel Storage**

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



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**3.15 Parking**

Parking

Vehicles shall be parked only in the garages or in the driveways, serving the homes. Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft and boat trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than 4 days in preparation for use or for routine maintenance, with the restriction that the RV may not be parked outside for more than 20 days per year. In no case may recreational vehicles be used as living quarters within the Properties. The term commercial vehicle shall include any vehicle other than a passenger automobile which is used in any commercial or business venture and any automobile, station wagon, truck, or other motor vehicle of any kind which bears signs or has printing on any visible area of the vehicle referring to any commercial or business undertaking or enterprise or bearing business license plates.

On Street Parking

No parking is permitted on village streets between the hours of 2:00 a.m. and 6:00 a.m.

**3.16 Pets**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs, cats, or other usual and common household pets. The Village of Oak Brook requires that pets be leashed when taking walks and your pet should also have a collar with I.D. tags.

Pets which roam free, or in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other homes shall be removed upon request of the Board after notice and opportunity for a hearing. If the owner fails to honor such request, the Board may remove the pet.

All pet owners must immediately clean up after their pets when walking on common and private grounds within Brook Forest.

**3.17 Ponds, Lakes And Retention Areas**

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

**3.18 Tree Removal**

Diseased or dead trees need to be removed to promote the growth of other trees and for aesthetic and safety reasons.

When trees are removed, the homeowner must remove the stump to below ground level and repair the landscaping with grass, sod, or another planting.

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**3.19 Satellite Dishes**

Per FCC guidelines, a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your exclusive use private property without prior approval of the Association. In no case may satellite dishes be installed on common property or common elements. To preserve the aesthetic look of our community, you are requested to observe the following preferred location guidelines: *(CC&R, Page 10)*

1. On the rear wall of the house at or below the top line of the tallest first floor windows but less than 10 ft above grade (measured from the top of the dish).
2. On a deck or patio located in the rear yard not more than 4 ft above the deck or patio floor, but less than 10 feet above grade measured from the top of the dish.
3. Freestanding in the rear yard not more than 4 ft above grade (measured from the top of the dish).
4. Higher on the rear wall of the house.
5. On the sidewall of the house as far to the rear as possible.
6. Out of sight from curb.

If you are unable to obtain a clear signal from these locations, the dish should be placed in a location as unobtrusive as possible. Locating the dish on the front of the house or the peak of the roof is strongly discouraged.

Only one dish per type of service from the same provider is allowed.

Dishes must be gray in color or painted to match the -field color of the house.

**3.20 Signs**

No sign of any kind shall be erected within the properties without the written consent of the Board of Directors. Permanently installed decorative signs are subject to Architectural guidelines.

The following provisions constitute written consent for certain limited applications:

1. "For Sale," "For Rent" and/or "Brokerage" signs are limited to one standard type "Realtor" or commercially available "By Owner" sign per-home placed on the front lawn only. *(CC&R, Page 10)*
2. Special occasion signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and may exceed standard size limitations.
3. Political signs may be displayed on your private property only and are limited to one per issue or candidate and must be removed within 24 hours of the election. The sign must not be placed in any public right of way and must conform with the guidelines set by the Village of Oak Brook.
4. Garage Sale signs are limited to one per home on your private property.

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Hand lettered paper or cardboard signs are not allowed on common areas. Signs must be weather resistant and commercially made or computer generated. Signs can be no larger than 3 ft by 4 ft.

Signs, flags, banners or similar items advertising merchandise, business services, or providing directional information to activities/events outside of Brook Forest are expressly prohibited on both private property and common areas.

**3.21 Sight Distance at Intersections**

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, tree, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**3.22 Trailers, Sheds, and Temporary Structures**

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

**3.23 Unsightly and Unkempt**

It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his/her home. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the properties.

Lawns must be regularly maintained and be reasonably free of weeds. Trees and bushes must be trimmed of dead branches. Property must be regularly cleared of trash and debris.

Exterior of the dwelling must be kept in good repair - no peeling paint or hanging screens, shutters or gutters.

When the Association declares a property unsightly, the homeowner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the homeowner.

**3.24 Vandalism**

Any acts of vandalism to common areas should first be reported to the Oak Brook Police Department and then to the Property Manager so that the necessary repairs may be completed.

Charges incurred to repair damages made by a Home Owner, Tenant, Family Member and/or Guest will be billed to the Home Owner.

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**3.25 Yard Decorations**

No unsightly artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculptures and fountains and similar items must be approved in accordance with the Architectural guidelines.

**3.26 Business Use**

No trade or business may be conducted, in or from any home, except that an owner or occupant residing in a home may conduct business activities within the home so long as: (a) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the home; (b) the business activity conforms to all zoning requirements for the properties; (c) the business activity does not involve persons coming onto the properties who do not reside in the properties or door-to-door solicitation of residents of the properties; and (d) the business activity is consistent with the residential character of the properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fees, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a home shall not be considered a trade or business within the meaning of this section. This shall not prohibit the Association from leasing portions of the Brook Forest Common Grounds.

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**SECTION IV - VIOLATIONS AND FINE POLICY**

**4.1 Resident Cooperation**

Unless the Board, through the Property Manager, is notified of rules infractions by homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

**4.2 Written Warnings & Violation Notices**

Written Warnings and Violation Notices are issued by the Property Manager, or persons authorized by the Board to do so, to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

- 1) The Association receives a Witness Violation Complaint. A sample Complaint form is attached as Exhibit "A" to this publication or can be obtained from the Property Manager.
- 2) The Association receives a letter of complaint which includes 1) the name, address and phone number of the complaining witness, 2) the owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.
- 3) A Board Member or the Property Manager issues a witness statement based on his or her own observations.

**4.3 Written Warnings**

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service certified mail to the owner of record, within 10 business days of the report of the alleged violation. The warning will include specifics of the alleged violations as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within 10 business days after receipt of the Written Warning.

**4.4 Notice of Violation (N.O.V.)**

If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint, or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent, by U.S. postal service certified mail to the owner of record within 10 business days of the report of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed by default unless a hearing is requested within 10 business days after receipt of the Notice of Violation.

**4.5 Hearings**

Provided the N.O.V. recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging Violation may be present. The decision of the Board or its duly authorized committee shall be rendered in writing within 5 days after the hearing and such decision shall be binding upon all parties.

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**4.6 Penalties / Fines**

**A. RULES & REGULATIONS VIOLATIONS**

- 1) 1st offense - Written Warning
- 2) 2nd offense - \$25 fine
- 3) 3rd offense - \$50 fine
- 4) 4th offense - \$75 fine
- 5) Subsequent offenses - \$150 weekly cash fine
- 6) Legal action and/or forcible entry and detainer (eviction) for homes with unpaid accounts of \$200 or more.

**B. ARCHITECTURAL GUIDELINES VIOLATIONS**

- 1) Failure to submit a required modification request - \$100 per occurrence or modification.
- 2) Failure to submit a required modification request within two weeks after being fined per step one - \$100 per month until the modification is submitted and approved.
- 3) Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$100 per month until it is in compliance with an approved submittal.
- 4) Legal action and/or forcible entry and detainer (eviction) for homes with unpaid accounts of \$200 or more.

**C. COSTS**

In the event of any violation of the Rules & Regulations, Architectural Guidelines, Declaration or By-Laws of the Association, the Board of Governors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending owner.

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**SECTION V - ASSESSMENTS**

- 5.1 Annual assessments are currently billed in December. The billing is mailed in late December and is due on January 30th.  
If you do not receive your assessment statement please contact the management office.  
It is your responsibility to pay the invoice on time.
- 5.2 Special assessments are billed as directed by the Board of Governors.
- 5.3 The late charge shall bear interest computed monthly at the prime rate as said term is defined and published in the Wall Street Journal plus two (2) percentage points.
- 5.4 The Association's managing agent will issue a second statement following the initial payment statement of 30 days, to any delinquent homeowner past the due date for receipt of the annual and/or special assessment(s).
- 5.5 At the end of the sixty-day period and upon review/approval by the Board at its next regularly scheduled meeting, a homeowner shall receive a thirty-day payment demand notice letter from the association lawyer.
- 5.6 Upon lack of any payment(s) or communication with the association lawyer from the homeowner Re: above demand notice, the association lawyer will prepare and issue forcible entry and detainer paperwork pursuant to possession and monetary damages for the association.
- 5.7 Under appropriate circumstances, the Board shall have the authority to credit back any late charges, which may have been added to a Home Owner's account.
- 5.8 Home Owners have the right to request a hearing of the Board to protest any charges added to their account within 30 days of the charge being added. Provided a hearing has been properly requested in writing, the owner will be given a written notice informing him or her of a time and place where the Board of Governors will conduct a hearing to review the protest. All hearings will proceed with or without the presence of the owner. The decision of the Board shall be rendered in writing within 5 days after the hearing and such decision shall be final.

**SECTION VI - TRANSFER OF OWNERSHIP**

- 6.1 The Selling Owner must supply the New Owner with copies of the Declaration, By-Laws and Rules & Regulations of the Association so that they are aware of the provisions contained therein. Copies of these documents can be obtained from the Property Manager for a fee of \$20.
- 6.2 The Selling Owner must supply the Property Manager with the names and addresses of the new owner, as well as a forwarding address and telephone number for themselves.
- 6.3 With 15 days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Property Manager. The Property Manager is authorized to collect a fee of \$50.00 for this service. *See Exhibit "A"*.

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**SECTION VII - PETITIONING FOR CHANGE**

- 7.1 The Board of Governors has adopted these Rules & Regulations in the belief that they reflect the requirements of the CC&Rs and the will of the majority of residents. Requests for changes can be made in writing or in person through the Property Manager, or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith. Please remember that most of the requirements in the Rules & Regulations are simply restatements or clarifications of provisions in the CC&R and therefore may not be changed without amending the governing documents. Amendment of the CC&R requires an affirmative vote by The Board representing two-thirds (2/3) of the total Homes in the Association.
- 7.2 Residents may also call for a Special Meeting of the Association to consider either a Rules & Regulation change or an Amendment to the CC&R by collecting signatures of at least 10% of the homeowners (only one signature per residence) in the Association on a petition that states the particular change(s) sought and presenting it to the President of the Board. At such a Special Meeting a Rule & Regulation can be overruled, cancelled or modified by a vote of the Neighborhood Representatives representing a majority of the total Homes in the Association and the CC&R can be amended by a vote of the Neighborhood Representatives representing two thirds (2/3) of the total Homes in the Association.



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**EXHIBIT "A"  
WITNESS VIOLATION COMPLAINT**

**WITNESS:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**ADDITIONAL WITNESS:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**ALLEGED VIOLATOR:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

VIOLATION DATE: \_\_\_\_\_ VIOLATION TIME: \_\_\_\_\_

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

WITNESS' OBSERVATIONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WERE ANY PHOTOGRAPHS OR RECORDINGS MADE? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

**BROOK FOREST COMMUNITY ASSOCIATION  
RULES & REGULATIONS**

**EXHIBIT "B"  
NOTIFICATION OF SALE**

Seller must submit this completed form 15 days prior to the closing date. The processing fee is \$25.00.

Date: \_\_\_\_\_ Property Address: \_\_\_\_\_

**SELLER**

Name(s): \_\_\_\_\_

Current \_\_\_\_\_

Forwarding \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

**BUYER**

Name(s): \_\_\_\_\_

Current \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

DATE OF CLOSING: \_\_\_\_\_

DATE OF OCCUPANCY: \_\_\_\_\_

SEND CLOSING LETTER TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

**BROOK FOREST COMMUNITY ASSOCIATION  
RULES & REGULATIONS**

**RESERVATION FORM FOR COMMON AREAS**

**EVENT DATE:** \_\_\_\_\_

**NAME OF APPLICANT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**BUSINESS OR PERSONAL USE?** \_\_\_\_\_

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**APPROXIMATE NUMBER OF PEOPLE ATTENDING:** \_\_\_\_\_

**TIME ARRIVING:** \_\_\_\_\_

**TIME DEPARTING:** \_\_\_\_\_

**CHARGES:** **\$50.00 Refundable Clean-up Fee** \_\_\_\_\_

**No charge for personal use**

**\$100.00 for Commercial or Business Use** \_\_\_\_\_

Please clean up after your event.

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

\_\_\_\_\_  
(Signature of applicant)

\_\_\_\_\_  
(Date)