

# WOODLANDS WINDING BROOK HOMEOWNERS ASSOCIATION, INC.

## SCHEDULE A

### RULES and REGULATIONS

Revision Date June 2018 – Supersedes all previous schedules

The Woodlands is a densely populated community making certain rules and regulations necessary. The authority to pass and enforce these rules and regulations is granted by the Declarations for the Woodlands, Item 31, Restrictive Covenants and Obligations. The Woodlands Winding Brook Homeowners' Association Board shall have the authority to engage its General Manager to enforce these Rules and Regulations.

1. Any common sidewalk, driveway, entrance and passageway shall not be obstructed or used by any Unit Owner for any purpose other than ingress or egress from the units.
2. No articles shall be placed on or in the Common Area except those articles of property which are the common property of all the Unit Owners.
3. No vehicle belonging to or under the control of a Unit Owner or a member of the family or a guest, tenant, lessee, or employee of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any part of the project. Vehicles shall be parked within designated parking areas. The Woodlands Winding Brook Homeowners' Association or its managing agent has the authority to engage in a contract with a towing and storage agent to remove vehicles which violate these rules. Any traffic flow markings and signs regulating traffic on these premises shall be strictly observed. The maximum speed limit shall be **10 miles per hour.** The Association has assigned one (1) designated parking space per unit. **VEHICLES REMOVED FROM THE PREMISES FOR VIOLATION OF THIS RULE SHALL BE REMOVED AT THE VEHICLE OWNER'S SOLE RISK AND EXPENSE.**
4. No change of any kind shall be made upon the exterior building walls or upon the Common Area by any unit owner, unless preapproved by the Woodlands Winding Brook Homeowners' Association Board. Each separate change requires new approval; there are no blanket approvals. Common Area is defined as all grounds, mulched beds, paved sidewalks and streets, the ponds, the basketball court, signage, lighting, trees, shrubs, and common plantings and such.
5. Residents are prohibited from planting invasive plants around their unit or in common areas. See link at end of this document.
6. No Unit Owner, resident, or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna or satellite dish, machine or air conditioning unit be installed on the exterior of the project, including any part of the balcony, or that protrude through the walls or the roof of the units, except as may be expressly authorized by the Association. **No repairs will be done to the exterior utilities without first informing the manager.**

7. Unit Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud disturbing or objectionable noises, and in using or playing, or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers, and any other instruments or devices in such a manner as may disturb Unit Owners, tenants or occupants of other units except for Board approved functions.
8. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any Common Areas.
9. Any damage to the Common Area or common personal property caused by a Unit Owner, or a child or children or pets of a Unit Owner or their guests, or renters and/or tenants of a leased unit, or their guests, shall be repaired at the expense of that Unit Owner. This rule includes, but is not limited to, damages to trees, limbs of trees, and shrubbery, and the pond.
10. The balconies, terraces, decks and patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles.
11. Fireworks of any kind, whether explosive or non-explosive, shall not be stored, carried or brought to or permitted on any part of this project, including within a unit or garage, nor shall any fireworks be ignited, displayed or exploded on any part of the project.
12. No repair or maintenance (such as, but not limited to oil changes, radiator flushing, etc.) on any type of motor vehicle shall be permitted unless said work can be totally done within the confines of the Unit Owner's garage and in a manner not offensive to any adjacent resident. Vehicles which are leaking excessive amounts of fluid on the drives and parking areas of the WOODLANDS shall be issued a "Warning Notice" stating the vehicles is to be removed from the premises until repairs are performed to eliminate the leakage. Continued or repeat violations will result in the subject vehicle being towed from the premises. At the discretion of the Manager or Director issuing the Warning Notice, "vehicles leaking gasoline may be towed from the premises without prior warning". In accordance with Article XI, Section 4 of the By-Laws, the costs of repairs to correct damage resulting from leaking vehicles will be assessed to the Unit Owner in which the owner of the leaking vehicle resides or is a guest or invitee. **VEHICLES REMOVED FROM THE PREMISES FOR VIOLATIONS OF THIS RULE SHALL BE REMOVED AT THE VEHICLE UNIT OWNER'S SOLE RISK AND EXPENSE.**
13. No boat, trailer, truck, van, or recreational vehicle, other than pick-up trucks, SUV's, and vans rated at  $\frac{3}{4}$  ton or less, shall be parked overnight on the streets or driveways. Any of the above prohibited vehicles kept overnight shall be kept only in the Unit Owner's garage. Vehicles that are unlicensed, inoperable or not in regular use must be garaged. **VEHICLES REMOVED FROM THE PREMISES FOR VIOLATIONS OF THIS RULE SHALL BE REMOVED AT THE VEHICLE UNIT OWNER'S SOLE RISK AND EXPENSE.**

14. No animals, birds, or reptiles of any kind shall be raised, bred or kept for commercial purposes. No animals, except dogs, cats and other common domestic house pets may be kept on the premises, and no pets may be quartered out of doors. No pets may be put outside unattended. City ordinances require that dogs must be confined on a leash and under the owner's control at all times while outside the unit owner's unit. Public nuisance laws prohibit dogs from barking excessively, acting in an aggressive manner, destroying other people's property, and defecating in common areas. When exercising pets in any common area, unit owners shall be responsible for clean up or be subject to a municipal fine of up to \$50 per offense (City of Bloomington, Title 7 of the Municipal Code). Animals may be declared vicious or dangerous according to the procedures outlined in city and county regulations. (See Title 7 of the Municipal Code and Chapter 440 of the County Code.) For dog bite situations, contact Animal Control at 812-349-3492.
15. The use of coverings for windows other than blinds, curtains, shutters, and draperies specifically designed and intended for this purpose is prohibited.
16. Per insurance requirements, the Association shall hire a chimney sweep to inspect every chimney flue in the project once a year, the cost of said inspection to be paid by the Association. If, in the opinion of the chimney sweep, a flue needs cleaning, the cleaning will be completed and the cost charged to the individual Unit Owner.
17. All trash is to be placed inside a tightly secured plastic bag and thrown into the dumpster. This will help keep the dumpsters free of insects and animals. Furniture, appliances, and other large items are NOT to be put in dumpster areas. Residents are encouraged to recycle recyclable items in the relevant bins and should flatten large cardboard cartons and place them behind or between the bins.
18. Bicycles should only be ridden on the blacktop driveways and not on walks, grassy areas, or trails. Bicycles and children's toys should be parked on the rear patios. Two (2) wheel motorized vehicles should be parked in your numbered space or your garage.
19. Throwing of objects (i.e. rocks, limbs, debris, and trash) into the pond and within the Woodlands' Private and Common Areas is prohibited. Fishing, swimming, boating, ice skating, and sledding on the pond are prohibited.
20. Climbing and playing on building and garage roofs and other structures is prohibited.
21. Group sports are restricted to the designated play area near our eastern boundary.
22. Firewood must be stored behind the unit at ground level. It must be stored no closer than 18 inches from any exterior wall to prevent termite damage and not be a fire hazard.
23. In line with Indiana Fire Code, charcoal grills and other open flame cooking devices are prohibited on decks and within 10' of our buildings. Electric grills are permitted.
24. Residents shall keep garage doors closed when the garage is not in use or when no one is present.

25. Vehicles owned by non-residents of the Woodlands shall not be washed on the premises.
26. The use of skateboards is prohibited in ALL Common Areas of the development. The Common Areas include ALL areas outside the units and garages.
27. Lawn ornaments or decorative items outside of units must be approved by the Board of Directors.
28. Growing vegetables in the Common Areas is prohibited.
29. Any garage, rummage, yard or group sale must have prior approval of the Board of Directors of the Woodlands Winding Brook Homeowners' Association.
30. During the cold months, Unit Owners must keep the heat at 60 degrees in any vacant or unoccupied units to prevent pipes from freezing. The Unit Owner of said vacant or unoccupied unit will be financially responsible for any and all damages caused by freezing pipes.
31. In general, the Association will self-insure for common-property claims below \$5000. Whether the claim is filed with insurance or the Association self-insures, homeowners will be responsible for up to the equivalent of the \$5000 deductible for claims on their unit that would be covered under the common-property policy. Homeowners are advised to seek personal HO-6 homeowner's insurance to cover the deductible.
32. The Manager or Board of Directors shall retain a key to each unit. If the Unit Owner alters any lock or installs a new lock on any door leading into the unit, the Unit Owner shall provide a key for the Manager's or the Board of Director's use. Failure to provide a working key to the Unit will result in a \$50 fine. (Supported and documented by the Declaration of Covenants, Conditions, and Restrictions – See below)

**#13. Access to Units for Maintenance, Repairs and Emergencies.**

- (a) The Association shall have the irrevocable right, to be exercised by the resident Manager or Board of Directors of the Association, to have access to each Unit from time to time during reasonable hours as maybe necessary for the maintenance, repair, or replacement of any of the Common Area therein or accessible there-from; provided, however, that such rights of access shall be immediate for making emergency repairs therein in order to prevent damage to the Common Area or to another Unit. Equipment, facilities or fixtures within any Lot and serving or affecting other Lots shall be considered Common Area.**
- (b) Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit shall be a common expense of all of the Owners; provided, however, that if such**

**damage is caused by negligent or tortuous act of a Unit Owner, members of his family, his agent, employees, invitee, licensee, or tenant, then such Unit Owner shall be responsible and liable for all of such damage. All maintenance, repairs, and replacements of the Common Area, whether located inside or outside of Units (unless necessitated by the negligence, misuse, or tortuous act of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be the common expense of all of the Owners.**

**#16. Compliance with Provisions of Declaration Mandatory.**

**Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and the Rules and Regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully adopted and amended from time to time. Failure to comply with any of the same shall be grounds for action to recover sums due for damages or injunctive relief, or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.**

The foregoing rules and regulations are subject to further amendment and promulgation by the Association's Board of Directors and are approved by the Board of Directors in June 2018.

**List of Invasive Plants:**

For an updated list of invasive plants, please consult the invasive plant list from the Indiana Invasive Species Council. The list can be found at:

<https://www.entm.purdue.edu/iisc/invasiveplants.php>

Residents are advised against planting any plant listed with an Invasive Rank of “High” or the status of “prohibited invasive” or “noxious weed” or “federal noxious weed.”

Residents should consult with the landscaping consultant before planting any plant listed with the invasive rank of “Medium” or “Caution.” When in doubt, please do not plant.