

**RULES & REGULATIONS OF**  
**THE LAKEWOOD ORCHARD HOMEOWNERS ASSOCIATION**  
**AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

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## **ARTICLE 1 – DEFINITIONS**

**LOHA** – The name of this association is The Lakewood Orchard Homeowners Association. This document will refer to the association as LOHA.

**ARC** – The Architecture Review Committee (ARC) is the group responsible for reviewing additions and/or alterations requests to outside visible structures, and approving such requests if guidelines are met and good aesthetics are preserved for the community.

## **ARTICLE 2 – UNIT SALES, LEASING AND MOVING**

### **2.1 – Unit Sales**

#### **Assessment Status Letter**

The request for an assessment status letter must be presented to the Property Management Company within 30 days of closing. Any outstanding balance of assessment, fines and/or late fees must be paid before requesting the assessment status letter or the outstanding balance will be listed with details on the assessment status letter. Any outstanding balance presented in the assessment letter must be paid at the time of closing with a cashier's check or money order.

The Property Management Company will charge a processing fee for this service as set by the contract (see Article 5). The payment of this fee is the responsibility of the Unit Owner.

#### **Transfer of documentation**

The seller must provide a copy of the Declaration, By-Laws and Rules and Regulations to the buyer on any sale or transfer or property.

Upon request, the Property Management Company will supply the buyer with a copy of the Declaration, By-Laws and Rules and Regulations. A processing fee will be charged by the Property Management Company for this service as set by the contract (see Article 5).

#### **Association Certificate of Insurance**

In connection with the sale or refinancing of your home, you may be required to obtain a certificate of insurance, which demonstrates evidence of the master comprehensive coverage held by the LOHA. If you require a certificate of insurance, please contact the Property Management Company directly. A processing fee will be charged by the Property Management Company as set by the contract (see Article 5).

### **2.2 Unit Leasing**

All leases must be written and signed for a minimum length of 6 months and a copy of the lease must be provided to the Property Management Company prior to tenants' occupancy. It is the Unit Owner's responsibility to inform the tenants about the LOHA Declaration, By-Laws, and Rules & Regulations. Any fees for violations incurred by the tenants will be charged to the Unit Owner's account and a letter will be sent to the Unit Owner to inform them of the violation and any fees associated with the violation.

If a homeowner is found to be renting any unit without following the above stated rules they will be fined \$100.00 per month until they are found to be in compliance.

In addition an administration fee of \$250.00 will be charged for processing, managing and tracking leases. Each new lease or renewal will be subject to this administration fee.

All current leases that are in effect as of 6/1/07 will be subject to above rules and must provide a copy of the lease to the Property Management Company.

### ***2.3 – Moving***

Excluding public roadways and sidewalks, moving trucks, vehicles, crews and equipment shall not enter into or use any portion of the Common Areas.

Moving trucks and vehicles shall not block any portion of any sidewalk or public roadway.

The use of temporary mobile storage containers (such as PODS or Portable On Demand Storage) is permitted with the following limitations:

- ? Storage containers must be placed within the Unit Owner's property
- ? No storage container shall be placed in the street
- ? No storage container shall block any portion of a public sidewalk
- ? No storage container shall be placed in a driveway apron or within the Village right of way
- ? Storage containers shall be kept closed and locked when not being loaded or unloaded

The restriction is inclusive of all containers brought to or used on site as a whole and shall not be applied to every individual unit or container separately.

## **ARTICLE 3 – COMMON AREAS**

### ***3.1 Use of Common Areas***

All Lakewood Orchard residents and their guests are permitted to use, on an exclusive basis and in common with each other, certain areas designated as "Common Areas" in accordance with Article 1, sections 5 and 6 of the Declaration.

Common Areas include landscape buffer areas throughout and surrounding Lakewood Orchard, open areas including detention ponds, and various wetlands within the boundaries of Lakewood Orchard as legally described in the Declaration.

All use of Common Areas shall be subject to the following restrictions:

- ? No resident may convert Common Areas to their exclusive use. This prohibition shall include, but not be limited to, a prohibition against placing any Structure (a swing set, fence or deck) or furniture in any Common Area, and a prohibition against installing, maintaining or removing any landscaping or grass in any Common Area.
- ? No sports or recreational equipment may be set up or used in any Common Areas without prior written approval from the Board of Directors
- ? Landscape waste and debris may not be dumped or deposited in any Common Area.
- ? No resident shall feed any wildlife within any Common Area including, but not limited to, ducks, geese, deer, minks, otters, and foxes.
- ? It is forbidden for any Unit Owner, resident or guest to interfere with, harm, or cause harm to come to any native wildlife in any Common Area

### ***3.2 – The Tot Lot***

The Tot Lot located at the corner of Eagon and Meadow is to be occupied only from Dawn to Dusk. Any damage or littering to Tot Lot or surrounding landscaping by Unit Owner, their guests, or their dependants, will be the Unit Owner's responsibility to cover repair expenses including any legal fees or penalties.

All children under the age of 8 MUST be supervised by an adult (age 18 or older) at ALL TIMES.

### **3.3 – The Ponds**

The ponds throughout Lakewood Orchard are primarily used for storm water management and serve as an aesthetic amenity only, and shall not be used for recreational purpose. Prohibited uses include, but not limited to, fishing, skating, wading, swimming, boating, playing with personal flotation devices or recreational equipment. These and other recreational activities will not, without exception, be permitted at anytime.

The Association shall not be responsible for any loss, damage, or injury to any person or premises arising out of the authorized or unauthorized use of any pond.

The ponds and wetlands shall not be contaminated by disposing garbage and/or chemicals, either directly into the pond or discharged through the storm sewer inlets throughout the community. Any damage or contamination to the pond or waterway caused by a Unit Owner, their guests, or dependants, is the Unit Owner's responsibility to cover any expenses for cleaning up and/or any legal fees or penalties.

No animal life shall be introduced into any pond.

### **Pond & Wetland Maintenance**

The maintenance, care and upkeep of all ponds and wetlands shall be the sole responsibility of the Association. No Unit Owner may perform or cause to have performed any work in or around the ponds or wetlands within Lakewood Orchard without the advance written permission of the Board of Directors.

### **3.4 – Pets**

#### **General Statement from the Board of Directors:**

Ownership of a pet is a responsibility not only to the care of the pet, but to the neighbors and commonly held property. This is particularly true in the relatively close confines of our community. Pet owners must accept that any animal, even their beloved household pet, is a potential threat to children, adults and the commonly maintained property. It is not the goal of this Board to restrict the rights of any pet owner; however, in support of the requirements in the Declaration and to protect our community property and all residents, the following regulations are set forth for all residents:

- ? No animals of any kind are permitted in the retention ponds, wetlands or other non-landscaped portions of any Common Area.
- ? No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be allowed in any other Common Area except for dogs which are kept as household pets and restrained as required below.

- ? All dogs must be restrained by leash, cord or chain no more than eight (8) feet (excluding recoil leashes) in length and held by a person physically capable of controlling the animal anytime the animal is in Common Areas within Lakewood Orchard.
- ? No dogs may be tethered, tied, or kept in any Common Area or tethered, tied or kept in a manner which allows them to access Common Areas.
- ? Dogs are not allowed to soil, defile, defecate or deface Common Areas or Parks without immediate cleanup or repair.
- ? All pet owners must carry a plastic bag or other device to clean the defecated areas immediately.
- ? The cost of repairing any damage caused by the pet, including the repair of the Common Areas, or the cost to remedy any problems related to the actions of a pet, shall be the responsibility of the Unit Owner.
- ? Animals within the Unit Owner's private property must be restrained by leash, cord or fence to prevent them from accessing the Common Areas and neighboring properties unattended.
- ? Animals are not allowed to habitually snap, growl, snarl or otherwise threaten persons using the Common Areas or neighboring properties.

## ARTICLE 4 – BUILDING AND USE RESTRICTIONS

### **4.1 – Mailboxes**

No flyers, leaflets or other non US mail should be attached or placed inside mailboxes. This is a Federal Offence.

### **MAILBOXES ARE THE PROPERTY OF THE INDIVIDUAL UNIT OWNERS**

- ? When 2 or more mailboxes share a post or set of posts, all Unit Owners shall share equal parts ownership of the post or posts.
- ? When 2 or more mailboxes share a post or set of posts, the individual Unit Owners shall retain ownership of their individual mailboxes.

Mailboxes which were originally provided by the builder or developer shall be maintained in the style, material, color and configuration as originally installed.

To aid in the repair and replacement of mailboxes and posts, and to simplify the sharing of cost among Unit Owners, the Property Management Company shall offer, at the Unit Owner's Request, a contracted service to repair and/or replace the mailbox per these Rules and Regulations.

This service will be sub-contracted by the Property Management Company.

- ? The Property Management Company will pay for the costs of this replacement and then divide that amount equally among all affected Unit Owners and include this on their next statement.
- ? Pre-paid service costs that are included in the quarterly statement will be subject to the same terms of payment as the regular assessment.

If a Unit Owner fails to repair a broken or damaged mailbox or post within 10 days, the Property Management Company may have the mailbox repaired or replaced and charge any costs associated with the repair or replacement to the Unit Owners account.

### **4.2 – Signs**

Except for the entrance signs, signs for traffic control or safety, or other ARC approved signs, no signs, including political endorsements, or advertising devices of any kind, may be erected, posted or displayed in any Common Area.

The following specific exemptions are allowed:

“Open House” or “Garage Sale” signs may be posted: near each main entrance, and up to two internal directional signs, provided that said signs are removed within 24 hours after the event.

This does not include signs on private property; however, the signs may only be placed on the property in which the open house or garage sale is being held unless the Unit Owner has obtained permission from another Unit Owner to post signs on his/her property.

Any "Open House" or "Garage Sale" signs placed on Common Areas in violation of the exemptions stated above will be removed and disposed of.

Any other signs placed on Common Areas or parkways will be removed and disposed of.

No signs of any kind may be placed on any Village of Round Lake or Lake County right of way or parkway. This includes parkways adjacent to Common Areas as well as private property.

No illuminated signs are permitted anywhere within the property except for the main entrance.

**NO "For Rent" Signs are to be displayed at any time.** Any signs posted in violation in Common Areas will be removed and disposed of.

In addition, any violation to the above rules will incur in a violation fee to the Unit Owner (see Article 6).

#### ***4.3 – Athletic and Recreational Equipment***

Portable play or sports equipment set up and used for temporary purposes does not require prior approval of the ARC.

All such equipment must be stored inside a garage or house DURING THE MONTHS OF October through March. This equipment is NOT to be stored on sides of Unit Owner's Unit.

Equipment is to be maintained in proper fashion. The Board of Directors can request, at owner's expense, the repair, replacement and/or removal of backboards, nets or poles that are unsightly or unkempt. If said repairs are not made within 30 days, Unit Owner will be found in violation and fined.

#### **Standards and Specifications**

Athletic, recreational and play equipment, which constitutes a Structure or is appurtenant to an existing Structure, must not be placed where it will interfere with the established drainage pattern over the Unit Owner's or any other property. All equipment shall be located so as to prevent runoff from impacting adjacent properties.

Playscapes, Freestanding Swings, Swing sets, Slides and Trampolines:

- ? The size of the structure should be appropriate for a residential lot and in proportion to the available space. Playscapes are to be preferably constructed of wood and shall be finished in a manner consistent with the community at large.

- ? Swing sets may be constructed of wood, metal or plastic.
  - *If it is made of metal, it should be painted or galvanized and kept in a rust free condition.*
  - *If it is made of plastic, it should be of solid colors; neon colors are discouraged.*
  - *The design, color and material should allow the structure to blend with the community at large.*
- ? Platform height of playscapes is limited to provide privacy to neighbors.
- ? All are to be installed on level surfaces and constructed using generally acceptable construction methods.
- ? Play sets, freestanding swings, swing sets, slides, trampolines and the like shall be removed when no longer in regular use.
- ? Play sets, freestanding swings, swing sets, slides, trampolines and the like shall be stored, kept and maintained in the unit owners backyard at all times.
- ? **The above items shall not be used, stored or kept on the front lawns, driveways or sides of any unit.**

Basketball Goals and Backboards:

- ? Freestanding (mobile) posts or permanently installed posts to support backboards are limited to one of either type.
- ? Portable basketball hoops must be located and used within 25 feet of the house. They must never be left at the end of the driveway or side of the unit and should be maintained in proper fashion so they **remain upright at all times.**
- ? Goals may not be located, even temporarily, on any street, the Village right of way between the sidewalk and the street, or at the edge of any Lakewood Orchard street or Common Area.
- ? Permanently installed posts require prior ARC approval. Basketball goals and nets must be properly maintained.

**4.4 – DBS Television dishes, Towers, and other Antennas**

Federal Communications Commission (FCC) rules give each Unit Owner the right to receive television through Direct Satellite Broadcast (DBS) systems. The goal of the Board is not to prohibit satellite dishes or the reception of a satellite signal. The goal is to maintain our architectural standards by making these dishes as unobtrusive as possible, while ensuring that the Unit Owner receives a quality satellite signal.

The FCC specifically allows Homeowners' Associations to establish preferential locations for DBS Antennas, so long as these rules do not impose delay or

expense or preclude reception of an acceptable quality signal. To meet this requirement:

Prior Board approval is not required.

Reception: Unit Owner is not restricted from receiving the satellite, but must use the location least visible from the street to receive the signal.

Each DBS dish shall be placed in a location that is the least visible from the front of the residence. The specific location for this dish will vary based on the orientation of the home with respect to the DBS satellite. The preferred locations are (in order of priority1 preference):

- ? On the back or back corner of the home
- ? On the side of the home behind the center line of the home
- ? On the back side of the roof
- ? On the roof as far from the front of the residence as possible , or any other location that is least visible from the front of the residence

Other locations forward of the center-line of the home are NOT preferred locations, and can only be utilized if the Unit Owner can demonstrate, in writing and in fact, that the satellite signal cannot be received by a dish in one of the preferred locations. **In all cases, the location least visible from the front of the home that allows reception of the satellite signal must be used.**

Prior approval of DBS Dish installations is NOT required.

A Unit Owner may be required, at his/her own expense, to relocate a Dish that is installed in a "non-preferred location" if the DBS signal can be received from a "preferred location".

Antenna feed lines must be neatly dressed and located or painted to minimize visibility.

The Board will, upon request of the Unit Owner, provide architectural review of any proposed satellite location and provide a written approval of such location. This consultation approval is not required by the Association.

**IMPORTANT OWNERS' NOTE:** Direct Broadcast Satellite (DBS) installation contractors are typically paid a "flat rate" to install systems. In many cases, unless instructed by the Unit Owner, they minimize their installation costs (cable and labor) by installing the dish directly above the existing Cable entrance point or closest to the point of end use. In almost all cases, this entrance point is on the side of the home near the front of the building. ARCHITECTURALLY, THIS IS NOT A PREFERRED ACCEPTABLE LOCATION FOR A SATELLITE DISH. It is your responsibility as a Unit Owner to insist that the dish be located in an approved location and that cables be neatly routed and dressed. This cost is included by both companies as part of their basic installation package and MUST be provided upon request with no additional charge to the Unit Owner.

## **ARTICLE 5 – VIOLATIONS & ENFORCEMENT**

### **5.1 – Enforcement Procedures:**

- ? Any Owner witnessing a violation of the Association Declarations, By-Laws, or Rules and Regulations should notify the Property Management Company of the infraction. It is recommended that photographs be taken, if possible, and submitted to illustrate the allegations.
- ? The accused (or the Unit Owner if the person charged with the violation is a family member, guest, invitee or occupant of the Unit Owner's Unit) will be given a written notice of the Violation informing him or her of the alleged infraction.
- ? All required notices to the Unit Owner shall be directed to the address listed in the Association's records for said Unit Owner by regular mail, mail return receipt requested, or by such other means as the Board determines to be reasonable. Correspondence with the Association must be directed to the Property Management Company, or, if there is no Property Management Company, to the President or Secretary of the Board of Directors.
- ? In the initial written notice, the Board will allow the non-compliant Unit Owner 10 days to comply or contact the Property Management Company to make arrangements for timely compliance.
- ? If the alleged non-compliant Unit Owner does not agree with the accusation, a signed and written statement may be forwarded to the Property Management Company for Board Review. The Board will reply in writing within 30 days.

Unless otherwise stated, a warning letter shall be provided and no fine will be imposed for the first violation. Thereafter, the following fine schedule shall be used unless otherwise indicated in the rules: \$25.00 for the second violation of the same rule within a twelve-month period and \$50.00 for each subsequent violation of the same rule within a twelve-month period.

- ? For violations creating a hazard to the health, safety and welfare of the Unit Owners and residents of the property, the Board may dispense with the warning letter and impose a fine not to exceed \$100.00 for each violation.
- ? For violations of a continuing nature, the Board may dispense with the warning letter and impose a daily fine until the violation is corrected. For the first ten days, the fine may be between \$1.00 and \$5.00 per day, and between \$5.00 and \$10.00 per day for each day thereafter.

In addition to the procedures set forth above, the following remedies may be utilized:

- ? In the event of any violation of the Declaration, By-Laws or the Rules and Regulations, the Board retains the right to pursue any and all remedies, both legal and equitable, to compel enforcement in accordance with Article 9 of the Declaration. Under those circumstances, the warning letter shall not be required.
- ? For violations involving motor vehicles, towing or removal of the vehicle may be a remedy available to the Board. Under those circumstances, the warning letter shall not be required.
- ? In the event of damage sustained as a result of action or inaction by a Unit Owner (or a family member, guest, invitee or occupant of the Unit Owner's Unit), all repair, replacement or maintenance costs incurred shall be assessed back to the account of the responsible Unit Owner at the time they are incurred. Under those circumstances, the warning letter shall not be required.
- ? The Unit Owner also shall pay the amount of legal fees and costs (including, without limitation, court costs, title company charges and management charges) incurred by the Association in connection with the violation, and all costs, damages, expenses and other charges attributable to or resulting from the violation or enforcement efforts.

## **ARTICLE 6 – ADDITIONAL FEES**

	<b>Amount</b>
Late fees	\$25.00
Unit Leasing	
Per lease administration fee	\$250.00
Violation fee for not filing signed lease (per month)	\$100.00
Unit Sales	
Assessment Letter – <b>(Required)</b> (As per management contract – fee valid thru mm/dd/yyyy)	
Copy of Certificate of Insurance (As per management contract – fee valid thru mm/dd/yyyy)	
Questionnaire Request (from closing company)	
Copy of Rules and Regulations (As per management contract – fee valid thru mm/dd/yyyy)	
Copy of Declaration (As per management contract – fee valid thru mm/dd/yyyy)	
Copy of Bylaws (As per management contract – fee valid thru mm/dd/yyyy)	
Other Violation Fees	
First Violation – Letter will be sent (30 days to comply)	0.00
Second Violation within a year (30 days to comply)	\$25.00
Third and subsequent violations (30 days to comply)	\$50.00
Community Safety violations (see Article 5 for details)	Up to \$100.00
Persisting violations may incur daily fines (see Article 5 for details)	Between \$1.00 & \$10.00