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LAKESIDE VILLAS RULES & REGULATIONS

Revised And
Effective May 1, 2021
Revised And
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Lakeside Villas Homeowners Association

Rules and Regulations

(As of March 16, 2022)

I. PURPOSE

The purpose of the Rules and Regulations are to ensure homeowners understand the rules and regulations that govern living in Lakeside Villas and how to maintain their properties to ensure uniformity throughout the subdivision.

II. DEFINITIONS

1. **Association.** Shall mean and refer to Lakeside Villas Homeowners Association.
2. **Architectural Committee.** A committee of two (2) or more persons approved by the Board of Directors to review all architectural requests to ensure compliance with Lakeside Villas regulations and By-laws.
3. **Common Area.** Shall mean all real Property owned by Association for the common use and enjoyment of the Members of the Association.
4. **Lot.** Shall mean and refer to a portion of a platted Lot designated as a Unit upon any recorded subdivision map of the Properties and upon which a Unit is constructed.
5. **Unit.** Shall mean a part of the property designed and intended for any type of independent use.
6. **Property.** All the land, property, and space comprising the parcel, including the building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the unit owners.
7. **Occupancy.** Maximum number of residents allowed in a unit is: Mayport is 5; Malibu or Savannah is 7; Bayside, Lakeview, Del Mar and Palisade is 8. See Appendix G for a picture of Models with Names.

III. ADMINISTRATION

1. **General.**
Lakeside Villas Homeowners Association is a not-for-profit corporation consisting of 242 town homes. Each Lot has one vote, which may be cast from time to time on certain issues. One of those issues is the election of persons to serve on the Board of Directors.
2. **Board of Directors.**
The Board of Directors of the Association (herein "Board") is comprised of seven (7) elected members. Terms are three (3) years. The Board of Directors administers the functions of the Association. Board members do not receive compensation for their duties as a board member.
3. **Board Meetings.**
Lakeside Villas Homeowners Association will hold Board meetings at the clubhouse on the third Wednesday of each month. The location or electronic method of communication, such as video conference, must be announced to the association members prior to the meeting.

Annual Meeting.

The annual meeting of the Homeowners Association shall be held during the month of November unless otherwise designated. Notice of the annual meeting shall be sent to all Members at least ten (10) days and no more than thirty (30) days in advance of the meeting. During this meeting, elections will take place to elect or re-elect Board Members to fill the expiring terms.

4. **Property Manager.**

The Board of Directors, pursuant to its powers, will appoint a property management company to provide day-to-day management services of the Association.

5. **Accounting.**

Any accounting questions should be directed to the Management's Bookkeeping Department.

6. **Membership.**

Every person or entity who is the owner of record of a fee or undivided fee interest in any Lot which is subject by the covenants of record to assessment by the Association shall be a Member by the Association. Members may delegate their right of enjoyment to the common area and facilities to members of their immediate family (child, spouse, parent, or sibling) who reside at their Lakeside address. Members shall always be responsible for the conduct of their family members, invitees, or guests.

IV. **ARCHITECTURAL RULES**

1. **General Declaration Provisions.**

- a. No building, fence, wall or other structure shall be built, erected, or maintained upon the Property except as such was installed or approved by the Declarant in connection with the initial construction of the Property. **No change or alteration may be made to the exterior of the Property until the plans and specifications showing the nature, kind, shape, height, materials, and location of the change or alteration have been submitted with the Plat of Survey to the Property Manager.**
- b. In the event any Homeowner initiates an architectural, landscape, solar panel, or satellite dish project without first securing consent from the Board through the management company, the Homeowner shall be fined \$100.00 in addition to being required to remove the addition and make any corrections deemed necessary by the Board of Directors.
- c. No structure of a temporary character, trailer, shack, garage, barn, or other outdoor buildings shall be used on any lot at any time as a residence or otherwise, either temporarily or permanently, except as here in provided. No items, including but not limited to: AC units, fans, laundry, etc. may be placed in any windows of a unit.
- d. Homeowners are not permitted on any unit or garage roofs without authorization by the association.
- e. No communication antennas (television, radio, etc.) of any sort shall be placed, allowed, or maintained on any portion of the exterior of the Property, nor upon any structure situated upon the property without written prior authorization of the Association. With respect to satellite dishes, the homeowner must install a satellite dish in compliance with the current rules pertaining to the installation of satellite dishes and must, within 48 hours of such installation, notify the Board or Property Manager so that an inspection will confirm proper installation has been conducted.
- f. **With respect to existing architectural violations not caused by the owner, the owner must correct these violations and comply with the current Rules and Regulations when the Association notifies the unit owner of the violation.**
- g. With respect to existing architectural violations caused by the owner, (either an intentional modification of the architecture by the owner or the failure of the owner to properly maintain the structure) the board shall have the authority to direct the owner to immediately correct the violation. In the event of an interim sale of the unit, the unit closing documentation provided by the Association will provide that there is an architectural violation in existence (a description of the violation will be included) and that if it is not corrected prior to closing the buyer will be responsible for its correction and subject to fines/potential litigation as deemed necessary by the board of directors.

2. **Compliance.**

All Homeowners are required to comply with the current Rules & Regulations. Homeowners that are not in compliance must do so when they receive written notification by the Association. Homeowners who do not comply with the current Rules and Regulations by the specified date on their notice letter will receive either fines or actions by the Association. The Association has the authority to correct all violations and charge all costs back to the Homeowner.

3. **Administrative Procedures.**

Members requesting approval for Architectural, Landscape, Satellite Dish installation, Solar System installation must fill out an Architectural Change or Improvement form and submit it to the Property Manager. For your convenience, application forms are included in the appendix section of this manual. Depending on the nature of the modification, building permits may be required from the Village of Wheeling. NOTE: By law, all homeowners are required to notify J.U.L.I.E (800-892-0123) a minimum of 48 hours before construction begins.

For all contract work, homeowners must submit a certificate of insurance evidencing general liability and workers' compensation insurance for any contractor working on exterior of the Unit.

All external architectural improvements must conform to existing rules and regulations governing said improvements at the time of replacement.

In addition, any property improvement or change that requires a Village of Wheeling permit is the responsibility of the homeowner to obtain and comply with the permit.

4. **Vegetable Garden.**

Vegetable gardens are permitted in the rear of a unit and do not exceed a total area of 36 square feet, and no plant shall exceed a height of four (4) feet.

5. **Fence.**

Homeowner must receive written approval from the Association prior to installation, removal, alteration, replacement, painting, or staining a fence.

a. **Location:**

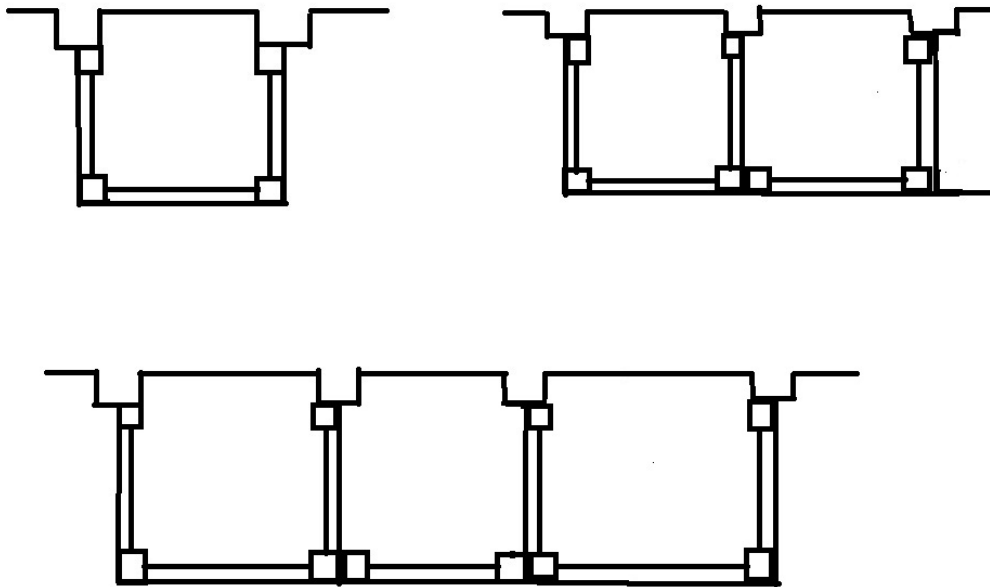
Fences shall only be constructed in rear yards and must have one gate located on the rear of the fence with access to the common areas. Fence must be installed on the owner's side of the center of the party wall and must not extend past their property line on any side. If a preexisting neighbor's side is present. See illustrations below. When a neighbor removes their original installed fence, an additional side must be installed by the remaining fence's owner on their side of the center of the common wall. End unit fences must not be installed forward of the back wall of the house.

Types of Installations:

1=Original installation of a fence. Needs Requires 3 sides.

2=Second installation where neighbor later installs an adjoining fence. Needs only 2 sides until original fence is removed then a 3rd side must be added by homeowner that installed the second fence. It must be within their property line.

3=Third installation or center (in between) of two previously installed fences. Needs only a back side until either side fence is removed. The missing side panel must be installed by the center homeowner within their property line.



b. **Specifications:**

- Material: Natural cedar, pressure treated, or Wolmanized wood, or adobe colored PVC.
- Design: Board on board shadow box style. A horizontal cap/board across the top of the fence is recommended. It slows the wood from deteriorating. Gate design must be consistent with the fence design. The top and bottom of fence panels and gate must be squared and equal in height and may not be rounded or beveled. **See the fence illustration below.**
- Color: The natural cedar, pressure treated, or Wolmanized wood fence may be treated with clear varnish/stain, polyurethane, clear weather seal or if painted use Sherwin Williams Deckscape Solid Color Stain SW 3002, Superdeck Clear Sealer.
- Height: All new fence construction shall be four (4) feet tall following the contour of the property.
- **Extension Bushes:** When installing a fence, the homeowner installing the fence must first try to trim the extension bushes to preserve them. In cases where this is not feasible, the homeowner installing the fence has the full cost burden of moving, removing, and replacing any landscape unless the connecting unit also plans on installing a fence, in which case cost will be shared equally.

c. **Maintenance:**

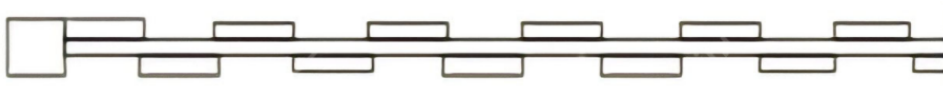
Members are responsible for the repair, maintenance, and /or replacement of the fence.

- Fence Replacement Criteria:
 - Warped boards.
 - Deteriorated boards or posts that do not have sharp or square edges.
 - Posts loose in the ground.
 - Gates that do not operate smoothly, uneven with fence line, or do not lock.
- The homeowner is responsible for all grass cutting and landscaping within their fenced area.
- Removal of a fence requires the unit owner to return the lawn to weedless grass.

The association recommends providing the contractor with these instructions and calling the property manager for any questions.

Fence Illustration

Top View



Side View



5. **Outdoor Grill.**

All grills when in use must be at least four (4) feet from the wall of your unit. Any damages to the siding caused by outdoor grills will be at the homeowner's expense for replacement /repair.

6. **Patio.**

Homeowner must receive written approval from the Association prior to installation.

a. **Location:**

Patios shall be constructed ONLY in rear yards and must be placed within lot lines.

b. **Specification:**

- Dimensions: The size of the patio must not exceed 40% of the rear yard size.
- Drainage: patio must be graded to drain away from foundation.
- Color: Neutral colors, to be approved by Association

c. **Materials:**

Concrete or patio pavers. Capping, mud jacking or any other alteration of an existing patio is not approved.

- Concrete raising of patios may be performed only by reputable and experienced licensed contractors using a concrete mixture developed by the Concrete Repair Association in conjunction with the Portland Cement Manufacturers Association. The concrete shall be formulated of sand, water, aggregate, and a Portland Cement binder at a rate of 329 lbs. per cubic yard and mixed and delivered via volumetric mixing trucks and injected under pressure beneath the existing concrete slab.
- No other leveling or raising agent, such as clay, cement slurry or polymer compounds are permitted due to observed high failure rates.
- Concrete raising or leveling is not permitted where the patio concrete slab is fractured, broken and where slabs are separated or out of alignment and thus beyond tolerance for tripping hazards permitted by the Village of Wheeling Building Code and the

International Building Code or where openings are created, permitting animals, beneath the slabs.

Note: Total square footage for a patio and deck combined may not exceed 40% of the rear yard.

7. **Deck.**

Homeowner must receive written approval from the Association prior to installation, alteration, painting or staining.

a. **Location:**

All decks shall be constructed in rear yards and must be within lot lines. Decks and railings cannot be attached to the unit's siding.

b. **Specifications:**

- **Materials:** Natural cedar, pressure treated Wolmanized wood or composite (plastic resin and reclaimed wood fiber) in light or dark brown. Brand names to choose from include, but are not necessarily limited to: Trex, Veranda, or New Techwood.
- **Dimensions:** Deck size may not exceed 40 percent of rear yard size.
- **Color:** The deck may be treated with clear varnish, polyurethane, clear weather seal or if painted use Sherwin Williams Superdeck Solid Color Stain SW 3002 Superdeck Clear Sealer. For resin/composite decking the color shall be light brown or dark brown.
- **Vegetation mat:** A plastic sheet or other vegetation mat shall be placed under deck to prevent growth of weeds.
- **Animal guard:** A wood border shall be nailed around the perimeter of the deck from the deck floor to ground level with screening behind to prevent animals from making nests or dens under the deck.
- **Railings:** Three railings may be installed around wood decks. Top rail shall not exceed 54" in height; lower rails shall not exceed 27" in height. Top rail shall be 2" X 4" material.
- **Elevation:** The height of the deck floor surface shall not exceed the vertical height as measured from the ground to the threshold beneath the sliding glass door. Decks shall be one level only.
- **Window wells:** Openings shall be cut for access to window wells.
- **Steps:** Two or more steps may be required from the deck surface to ground level with **equal** riser heights not to exceed 7 1/2" per Village of Wheeling building code.
- **Vertical Posts:** Vertical posts shall be 4"X4".
- **Pitch:** Deck shall be slightly pitched so water drains away from unit.

Note: The total square footage for a patio or deck may not exceed 40% of the rear yard.

8. **Patio Door.**

Homeowner must receive written approval from the Association prior to installation.

a. **Specifications:**

- **Color:** White frame on the outside.
- **Glass Size:** Full view clear glass doors.
- **Material:** Steel, Aluminum, Wood, Fiberglass or PVC.
- **Movement:** Must match the original configuration.

Note: Built in blinds may be used.

9. **Garden Border.**

Homeowners must receive written approval from the Association prior to installation.

a. **Location:**

Border shall be permitted only around planting/flower beds and vegetable gardens.

b. **Specifications:**

Homeowner must receive written approval from the Association prior to installation of any border.

- **Color:** Neutral colors, to be approved by Association
- **Material:** Subject to approval by the AC. Wooden timber and retaining wall block are not permitted.
- **Height:** Shall not exceed 12 inches.
- **Design:** Architectural Committee written approval is required.

10. **Storm Door.**

Homeowners must receive written approval from the Association prior to installation.

a. **Specifications:**

- **Color:** Must be White.
- **Glass Size:** Full view, Midview or Highview glass doors are acceptable.



11. **Front Door.**

Homeowner must receive written approval from the Association prior to installation.

a. **Specifications:**

- **Color:** White
- **Material:** Steel or Fiberglass
- **Design:** A six (6) or (8) vertically oriented panel Door without any glass. Clear or stained-glass inserts can be substituted for top row of a six or eight panel door.
- Half-Moon top, Rectangle top, or vertical insert with Clear or Lead glass. See the following pictures for examples of doors with **and without** glass inserts.



b. **Sidelight Panel:**

Panel can have clear or lead glass that must match the front door glass.



12. **Coach and Patio Lights.**

a. **Association Standard:**

The Association will repair and/or replace all lights installed by LSV HOA. If a light fixture is destroyed by vandalism or an act of God, the cost to replace the light fixture will be charged back to the homeowner.

b. **Alternative lights**

No alternative lights are allowed.

c. **Motion Detector**

No motion detector lights are allowed.

13. **Satellite Dish Installation.**

Homeowners must complete the Satellite Installation Notification Form prior to installation and submit it to Property Management. Installation requires a Village of Wheeling permit. The Village permit issuance also requires this signed form.

14. **Coaxial Cable for Satellite Dishes and Cable TV.**

a. **Satellite Dishes.**

Homeowners or Professional Dish Installers are not allowed to drill holes in the siding. Dishes must be installed on a Comdeck unit, preferably on the rear of the roof. All required cables must go through the Comdeck unit and then through the roof into the attic. All required cable wiring must be run from the attic to rooms inside the house. (Contact the Property Manager for installation procedures and costs for installing the Comdeck unit). Cables are not permitted to be attached to the outside of the unit's siding.

b. **Cable TV.**

Cable TV installers **can** drill a single 3/8 diameter hole through the rim joist between the top of the foundation and the underside of the first-floor deck on the rear of the house through the floor joist into the basement. The hole must then be protected using a grommet and clear silicone caulk. All internal cable wiring required must be run inside the house. No cables are to be run on the outside of the unit.

15. **Outdoor Generator.**

Any permanent outdoor generator requires approval from the Architectural Committee prior to installation. Use is restricted to power outages only. Installation requires a Village of Wheeling permit.

16. **Mailbox.**

Association Standard: no alternative mailbox is allowed.

17. **Lawn Furniture | Toys | Bicycles | Sporting Equipment | Portable Basketball Devices | Other Items.**

Lawn furniture, toys, bicycles, sporting equipment or any other items shall not be left out in any area in the front or rear of a Unit or in the Common Areas between the hours of 10:00 p.m. and 7:00 a.m. except for patio furnishings in the rear on patio or deck area. Furnishings must be in good condition. Homeowners will be responsible for removing all items from their lawns days landscapers mow lawns.

18. **Garden Hose Reels/Storage.**

Garden hose holders will not be allowed to be attached to the siding. Therefore, any hose holder that sits on or is planted into the ground is acceptable.

19. **Holiday Decorations.**

Wreaths, lighting, and other holiday decorations must comply with Village of Wheeling regulations for official holidays and must be removed within four (4) weeks after an official holiday. No holiday decorations may be attached to the siding or any exterior trim surface of the unit. The use of plastic rain gutter clips is permitted only on gutters.

20. **Garage Door.**

Prior to installation, Homeowners must receive written approval from the Association by submitting and receiving a signed Architectural Change Form.

a. **Association Standard:** Homeowners are responsible for keeping their overhead garage and side service door in good condition. Conditions causing replacement of garage door include:

Wooden doors: Delamination of panels, warped panel, deteriorated panel, holes in any panels, and peeling paint.

Metal doors: One severely damaged panel, or two or more dented, creased, or improperly fitted panels. Any panels replaced must match the remaining panels in color and texture or the entire door must be replaced.

Side trim: Replacement is for cracked or wrong seal color - not white.

b. **Specifications:** The approved replacement Garage Door is a **Metal, C.H.I. Garage Door Models 2217 or 2284, flush panel, brown in color with a white seal on the top and sides.** Manufacturer and/or Model is subject to change if no longer manufactured. Check with the Property Manager for more details. Service Door hardware must match main door outer hardware.

21. **Windows and Builder's Original Storm Windows.**

Homeowner must receive written approval from the Architectural Committee prior to installation.

a. **Specifications:**

- **Color:** White **frame** on the outside.
- **Movement:** Movement of the windows must conform to the original window design.
- **Cap/Border:** Must be white and not exceed 2 inches.
- **Proportions for a three-window unit:**
 - Option one. 25% Left; 50% Center; 25% Right.
 - Option two. 33 1/3% Left, center, right.

Note: Any existing non-compliant windows, when replaced, must comply with the above specifications.

22. **Window Well Covers.**

Window well covers must be flat. The back of the cover must be placed below the siding. Covers cannot be affixed to the siding.

23. **Flagpole Holder.**

Only an approved flagpole holder will be installed by LSV HOA. Homeowners may request the installation of a flagpole holder by submitting an Architectural Change Form. Upon approval, the HOA will schedule the installation of a holder using an approved contractor.

- a. **The flagpole holder will be installed on a predetermined location on the unit.** Due to siding materials, homeowners will not be able to specify the location of a holder on their unit.
- b. **For cost effective installation scheduling may take 4-6 weeks or longer.** Please be patient when requesting an installation.

24. **Inspections.**

Inspections will be conducted to ensure all units, and their changes/additions conform to the current Rules and Regulations.

25. **Siding.**

No Homeowner shall attach any item to the exterior surface of their units for any purpose. Exterior Surfaces including (but not Limited to) vinyl siding, porch posts, molding, brick, or any other surface. Violation of this rule will result in all necessary repairs being charged back to the homeowner.

a. **Items not permitted.**

At any time include fixtures, fasteners, unapproved flagpole holders, decorations, tape, nails, screws, or any other items. **No items more than 5 lbs. can be leaned/touched against the siding.**

V. USE AND OCCUPANCY RESTRICTIONS

1. **Renting of Unit.**

Homeowners are not permitted to rent their Unit, with the only possible exceptions being granted by the Association Board as allowed by the Amended & Restated Declarations & Bylaws of Lakeside Villas Homeowners Association.

2. **Personal Census Form.**

Members are required to provide the Property Manager with personal data and emergency contact information using the Census Form. The Census form is required to be submitted annually, whether or not there have been changes to the previous information. The form is due April 30th as specified and/or at any time the occupancy or personal data changes. Failure to comply will result in a fine. Upon notification of noncompliance, Member has 10 days to comply or receive a \$25 fine plus \$5 a day every day for a week. The 2nd week it's \$10 a day. The 3rd week and thereafter it's \$20 a day until compliance is met.

3. **Animals.**

No animals, livestock, poultry, or insect and/or bee farming/or keeping of any kind shall be raised, bred, or kept on any Property, except for dogs and cats and other animals defined by Village of Wheeling ordinances.

a The number of pets shall not exceed two (2) per household.

b All pet owners are responsible for cleaning up after their pets.

c All pets within Lakeside must always be kept on a leash when not inside a unit or an enclosed yard. The pet must always be controlled by the owner or owner's agent when not inside a Unit.

d In the event any dog or other animal on the property causes injury to an individual or another animal or demonstrates aggressive or vicious tendencies or otherwise constitutes an annoyance or nuisance, the Board of Directors, after notice and an opportunity for a hearing, may level a fine and/or direct the dog or other animal to be permanently removed from the property on 3 weeks' notice.

4. **Commercial Activities.**

No commercial activities of any kind, unless otherwise provided by the Declarations, By-Laws, or Rules shall be conducted on any Unit Lot on the Property.

5. **Nuisances.**

No nuisances shall be permitted. Nuisances shall be defined as any activity which disturbs the peaceful enjoyment of the Lots or Common Area; affects the health, or safety or welfare of the residents, or Members or property, or detracts or threatens to detract from the property values of the Lots or Common Areas.

6. **Easements.**

No structure, planting or other material shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction in the flow of drainage or obstruct or retard the flow of water through drainage channels.

7. **Special Vehicles.**

The operation of non-licensed motorized vehicles including, but not limited to go-carts, mini-bikes, snowmobiles, etc., is prohibited upon lawns, streets, sidewalks, and parking lots within the subdivision.

8. **Auto Repairs.**

Members and residents are restricted to repairing only their own vehicles. All repairs shall be restricted to their driveway, garage, or designated parking area. No repairs of any vehicles shall be allowable on Lakeside Villas streets or Common Areas. It is the responsibility of the homeowner to protect the asphalt driveway from grease and oil deterioration while completing repairs.

9. **Fruit Trees.**

The planting of any type of fruit tree is strictly prohibited due to the susceptibility to disease, fungus attack and insect infestation. However, once current fruit trees die or are removed, they will not be allowed to be replaced with another fruit tree.

10. **Playground | Basketball Court | Clubhouse Area.**

Loitering at the playground, basketball court and clubhouse area is prohibited. Playground equipment shall not be used by people 13 years or older. The playground and/or basketball area shall only be used between the hours of 9:00 a.m. and 10:00 p.m. during weekdays and 9:00 a.m. and 11:00 p.m. on weekends and holidays. The clubhouse parking lot area shall only be used for permitted parking in accordance with the Homeowner's Manual. Violators will be towed at their own expense.

11. **Bird Feeders | Bird Houses | Bird Baths.**

Bird Feeders, Houses, or Baths are not permitted in Lakeside Villas.

12. **Wildlife.**

The feeding of wildlife is prohibited both by a Village Ordinance and the Association Rules.

13. **Portable Basketball Devices.**

Portable basketball devices shall not be placed on the lawns nor be left out in any area, in the front or rear of a unit, or in the common areas between the hours of 10:00 p.m. and 7:00 a.m.

14. **Dumpsters.**

Members are permitted to park a dumpster in their driveway but must request and receive approval from Property Manager prior to placement. Dumpsters are only permitted to remain in the Member's driveway for a maximum of 5 working days. Dumpsters must be placed on pallets while in driveways. Member is responsible for any damage to Association property caused by the dumpster.

15. **Storage Containers.**

Members are permitted to park a storage container in their driveway but must request and receive approval from the Property Manager prior to placement. Storage containers are only permitted to remain in the Member's driveway for a maximum of 10 calendar days. Storage containers must be placed on pallets while in driveways. Member will be responsible for any damage to Association property caused by the container.

16. **Gazebo.**

A screened structure to block against insects.

Temporary installation is permitted on patio or deck between May 1 and October 31. The screens must be removed from the structure between November 1 – April 30 annually.

17. **Security & Doorbell Cameras.**

Small to medium size residential security cameras are permitted. Attachment is only allowed on the white trim boards, and equipment must be black, tan, gray, or white in color. Architectural Change Form submission and approval are required prior to installation. Any necessary electrical wiring must be done inside the unit or garage and must conform to the Wheeling Village Code.

Doorbell Cameras are permitted. Equipment must be black, tan, gray, or white in color. Architectural Change Form submission and approval are required prior to installation. The doorbell camera must be installed where the original doorbell was installed. Any necessary electrical wiring must be done inside the unit and must conform to the Wheeling Village Code.

Any security camera or doorbell camera must meet the following requirements:

- a. Security or door cameras may only surveil common areas and may not surveil other Owners' patios or balconies, or the interior of other Units through windows or front doors.
- b. Security or door cameras may not be used to harass or annoy other Owners or residents.
- c. The security or door cameras shall provide surveillance only and Owners should be aware that they cannot prevent crime and do not reduce the need for Owners to remain vigilant, to take common sense precautions (locking cars and securing valuables) to protect themselves, and to report any suspicious individuals or activity to the police.
- d. The type and location of the external devices will be limited to 3 per unit and the Board will make the determination as to placement based upon the model of the unit/location.
- e. The only permitted security cameras in the rear of the units are doorbell cameras and must be installed in the location of the existing doorbell next to the sliding patio door.

The original doorbell must be saved and installed back at the time of removal of the doorbell camera. If the Doorbell camera or Security cameras is removed, the homeowner is responsible and will be charged back for any repairs deemed necessary by The Association. The Association has the authority to require the removal of any security cameras.

VI. MAINTENANCE ASSESSMENT

1. General.

The Association is funded by a monthly maintenance assessment paid by each Member. **The assessment payment is to be paid by the 1st of each month.** Payments shall be made by sending a check made payable to Lakeside Villas Homeowners Association to the address found in the payment coupon book. If you have misplaced your payment book, call the property manager. The homeowner is responsible for the timely payment of the monthly assessment, regardless of having a payment coupon. The homeowner may enroll in ACH (Automatic Clearing House), contact the Property Management for information.

2. Delinquency.

Any assessment not received by the 15th of the month will be considered past due and subject to a late fee.

3. Privileges Revoked.

- a. Association voting rights and right to use the recreational facilities shall be revoked when a Member becomes delinquent.
- b. Any Board Member that is 2 months or more delinquent in paying their monthly assessments shall be suspended from the Board until their account becomes current. The Maximum time to cure all arrearages shall be six (6) months from the date of the delinquency and is referred to the Association attorney for collection or litigation. Upon curing all arrearages, the Board Member may return to their position for the remainder of their elected term.

4. Late Charges.

If the monthly assessment payment is not received by the 15th of the month, a \$25 late charge is assessed to the Member's account.

5. **Liens.**

The Association shall have the discretion to place liens against any unit that is delinquent by a minimum of 2 months' maintenance assessments.

6. **Legal Proceedings.**

The Association shall initiate legal proceedings against any Member who is delinquent for two (2) months or more in maintenance assessments. Any payment arrangements must be made through the Association attorney and approved of the Board of Directors. All court costs and attorney fees will be added to the Member's arrearage. Members may be evicted by the Association for delinquencies and other violations.

7. **Enforcement and Remedies.**

Whenever a violation or breach of the Association Rules and Regulations or the Association Bylaws is brought to the attention of the Member by the Association Board (or its designee), the Member has a period of fifteen (15) calendar days from the date of receipt in which to remedy the violation or breach (unless a shorter or longer period is granted). If the violation or breach is not remedied within the allowed time, the Association Board shall have the power to levy charges against the Member for the violation or breach and/or shall have the power to revoke voting privileges and right to use the recreational facilities. The Association Board (or its designee) shall give the member the opportunity to be heard by the Association Board. All requests must be submitted to the Property Manager. The Board has the authority, in its discretion, to require that the violation or breach be fixed immediately and can impose fines immediately upon discovery of the breach (subject to the unit owner's right to request a hearing) and/or proceed to court and seek injunctive relief relative to the violation or breach.

If the Member is unable to remedy the violation or breach within fifteen (15) calendar days, the Member must submit a written request to the Property Management Company requesting an extension to the deadline. The request must be received by the Property Management prior to the expiration of the original 15-day allotment. The extension may or may not be granted. Approval is at the discretion of the Association Board.

8. **Rule Violations.**

Any penalties levied by the Board of Directors for rules and regulation violations must be paid within 15 days upon receiving the written notice of the Board of Directors decision. Any penalties not paid within that time shall be deemed delinquent and subject to the above assessment enforcement procedures.

VII. INSURANCE REQUIREMENTS

1. **Town Homes.**

The Declaration provides that every Member shall keep all buildings and improvements situated on his lot insured against loss by fire, lightning, windstorm, or other casualties under insurance policies providing for payment by insurance companies of monies sufficient to pay the cost of fully replacing or repairing same.

2. **Notification of Insurance Compliance**

Each Member shall cause a certificate of insurance revealing such coverage to be delivered to the Association within 30 days of the initial placement and at each renewal.

a. **Upon notification of noncompliance**

Member has 10 days to comply or receive a \$50 fine plus \$10 a day every day thereafter until compliance is met.

b. **If Certificate is not received.**

If such a certificate is not received by the Association within 60 days after conveyance of the title to the Member, the Association may purchase such insurance, and the cost thereof shall be paid by the Member. If unpaid, the amount thereof shall constitute a lien against the Lot, and the Association shall have the same remedies with respect thereto as with all other liens herein established.

c. **Additional Insured**

Lakeside Villas Homeowners Association must be listed as loss payee or additional insured.

d. **Proof of Adequate insurance**

Members who fail to provide adequate proof of insurance shall have their Association privileges revoked, which include, but are not limited to, use of the pool and/or clubhouse.

3. **Type of Policy.**

Homeowners are responsible for purchasing the appropriate property insurance that covers the full property replacement value, not less than \$250,000. HO 3 or HO 9 policies are required, not condominium insurance. All homeowners are required to have a deductible of no more than 1% of the dwelling limit coverage on their homeowner's insurance policy. This includes any additional perils that will be effective with the renewal of all policies a copy of which must be sent to the Insurance Property Manager as required.

4. **Animal Insurance.**

If you have animal(s) that currently reside in your home or are visiting in the company of guests, your homeowner's insurance policy must include Liability Insurance for those animals and proof of coverage must be provided to the board.

5. **Common Areas.**

The Association is responsible for providing insurance for the following common areas in the form of:

- a. **Property and commercial general liability insurance for the clubhouse, pool, streetlights, signs, and Association fences.**
- b. **Commercial general liability coverage for all Common Areas.**
- c. **Directors' and officers' liability coverage.**
- d. **Workers' compensation coverage.**
- e. **Fidelity bond/crime insurance coverage.**

VIII. PROPERTY MAINTENANCE REQUIREMENTS

1. **Charge Back to Homeowner Expenses.**

The Association's Board may charge repair costs back to a unit owner where the repairs were completed on the owner's behalf after the owner failed to complete repairs within a reasonable time after notice.

2. **Exterior Maintenance – Responsibilities of the Association.**

The Association will provide the maintenance for all Common Areas and exterior maintenance upon each Lot.

The following is an index to assist the Homeowner in determining the Association's maintenance responsibilities

Item	Association
Siding/Brick/Tuck pointing	X
Fascia/Soffit/Trim	X
Roofs/Gutter/downspout, except extensions	X
Cement walks/Stoops/Rear wooden steps	X
Driveway	X

Flagpole Holders (Attached to the unit)	X
Coach/Patio Lights installed with vinyl siding (excluding Light Bulbs)	X
Address Numbers	X
Mailbox	X
Lawn/Shrubs & Trees (those not fenced in)	X
Retention Lake Retaining Walls	X
Parking Lot	X
Association Fences	X
Exterior Faucet leak repairs	X
Exterior Sump Well Pumps	X
Exterior Painting Wooden Garage doors & front doors	X
Furnace Flue Cap	X
Exhaust or Dryer covers	X
Bees/Wasps/Hornet Nests	X

IX. PARTY WALLS

1. **Repair and Maintenance.**

The cost of reasonable repairs and maintenance shall be shared by each Member who makes use of the wall or walls. Repairs necessitated by negligence shall be regulated by the laws regarding party walls concerning reimbursement for the cost of repair to the non-negligent Member.

2. **Architectural Conformity.**

All party wall repairs, and maintenance must conform to existing architectural standards of the Association.

3. **Landscape Conformity for Bushes.**

For rear common wall extension bush plantings, heights 6' and cannot exceed 4' in width or penetrate any fencing. Height of plantings next to garages cannot extend higher than the slope of the Garage roof line. Garage plantings cannot extend over the sidewalk.

X. CLUBHOUSE USAGE.

Subject to clubhouse rules at the time of rental.

1. **Days.**

The Clubhouse is available to Members by reservation only. Contact Property Manager or Clubhouse Manager for details.

2. **Hours of Operation.**

See clubhouse rental rules form.

3. **Security Deposit.**

A cash deposit is required for each rental. This amount will be forfeited if the key is not returned immediately or if the Clubhouse is not returned to the same state of cleanliness as when rented. The deposit will be returned 3 days after usage, unless forfeited. The security deposit does not limit liability for damages. The Member is responsible for the full cost of repairs and replacement of damaged property.

4. **Member Rental.**

Requirements:

- a. **Clubhouse Availability and Fees:** See Appendix B – Clubhouse Rental Rules Form.

Note: The fee must be paid within five (5) days prior to the of booking or booking date will be cancelled.

5. **Organizational Rental.**

Organization rentals are permitted provided one Homeowner is present at all times during the rental period. No organization reservations will be accepted for weekends more than two (2) months in advance. Said fee must be paid within five days of booking or booking date will be cancelled.

6. **Minors.**

No minors under the age of 18 years is permitted in the Clubhouse unless accompanied by an adult Member 23 year of age or older.

7. **Alcohol.**

Homeowners with any party over fifty (50) people where any alcoholic beverage is served must comply with the Village of Wheeling regulations which currently include the hiring of a licensed security guard. For all parties where alcohol is served, the homeowner assumes responsibility for all party attendees.

Note: Pool rental or usage is prohibited for any private party where alcohol is present.

8. **Smoking.**

Smoking (including medical marijuana) is prohibited within any of the common areas of Lakeside Villas. The common areas include, but are not limited to, areas surrounding the ponds, sidewalks, clubhouse, clubhouse circle, clubhouse parking lot, pool, pool shower rooms, children's playground, basketball court, parkways, and areas between buildings within Lakeside.

9. **Pets.**

No pets are allowed in the clubhouse.

10. **Concealed Weapons.**

The carrying of concealed weapons is prohibited within any of the common areas of Lakeside Villas. The common areas include, but are not limited to, the areas surrounding the ponds, sidewalks, clubhouse, clubhouse circle, clubhouse parking lot, pool area, pool shower rooms, children's playground, basketball court, parkways, and areas between buildings within Lakeside.

11. **Clubhouse Rental Contract.**

A Clubhouse Rental Contract must be signed by the Member requesting use. The Member, by signing said form, agrees to abide by all terms and conditions of the Clubhouse Contract. The Clubhouse Manager will provide the form. The subleasing of the Clubhouse is prohibited. The Homeowner must always be present in the Clubhouse during the rental period.

12. **Cancellation Fee.**

A cancellation fee in an amount equal to the applicable rental will be charged if the rental of the Clubhouse is cancelled less than two (2) weeks prior to the date on which the facility is reserved. This is non-negotiable.

13. **Parking.**

Parking is available in the Clubhouse parking lot by permit or for Clubhouse rentals and when using the Pool. No parking is permitted on the circular drive of the Clubhouse, except by those Members renting the Clubhouse or pool and their guests during the period of Clubhouse rental. No parking is permitted on Lakeside Circle Drive in front of and across from the Clubhouse.

14. **Clubhouse Address.**

The Clubhouse address is 794 Lakeside Circle Drive.

15. **Revocation of Privileges.**

Clubhouse privileges will be revoked if a Member is delinquent in the payment of the monthly maintenance assessment as outlined in Section VI. Privileges may also be revoked upon violation of any Rule.

16. **Restrictions.**

No activity in the Clubhouse during the rental period shall create a nuisance or disturbance to surrounding residents. Clubhouse activities shall be confined to the interior portions of the Clubhouse and not spill out onto the adjacent lawn areas. Upon the conclusion of the rental, Member shall be responsible for the removal of all debris both on the inside and outside premises of the Clubhouse.

17. **Service Charge.**

A service charge shall be deducted from the security deposit for failure to dispose of garbage or properly cleaning the clubhouse after the rental event. Further, the Association reserves the right to hire a cleaning service to clean up after the event, if in the sole judgment of the Association, the Member has failed to do so or has performed an inadequate clean up.

XI. POOL USAGE

1. **Hours of Operation.**

Pool hours will be posted at the entrance to the shower rooms.

2. **Member Passes.**

No one will be permitted admittance to the pool without a valid pool pass. Passes are non-transferable. Those entitled to Member passes are those holding legal title to the unit and members of their immediate family, who live in Lakeside Villas, or permanent residents. Photo ID pool passes shall be required under this Section for ages 4 or older.

a. **Non-Refundable One Season Guest Pool Passes.**

Can be purchased for each season at picture day, through property management or from the lifeguards. Passes may be paid by cash or check.

b. **Guest Passes.**

All guests must present a guest pass and be accompanied by an authorized pool pass holder in good standing, summer person or full-time caregiver. Guests shall remain at the pool only if an authorized pool pass holder, summer person or full-time caregiver is present, unless the guest is 18 years of age or older. No Member may enter the pool as a guest. Assessments and /or late charges shall not be paid at the pool. The Association reserves the right to reduce the number of people at the pool for safety reasons. Guest passes can be purchased at the pool or when pool IDs are issued.

3. **Babysitters.**

Babysitters are considered guests unless they have regular Membership rights. Babysitters must be at least 12 years of age and shall always remain with the child in or out of water if the child has not passed the "Deep End" test. Babysitters must have passed the "Deep End" test.

4. **Summer Person | Full-time Caregiver (Caregiver).**

A live-in non-Member summer person or full-time caregiver can purchase a non-refundable special one-season pool pass. That person must be at least 12 years of age for admittance to the pool area. They must also have passed the "Deep End" test. The Caregiver must always remain with their member or their family member in and out of the water if the Member or their family member has not passed the "Deep End" test.

5. **Minors.**

a. **Children are 10 years old and older.**

Any child 10 years or older may come to the pool by themselves, if a lifeguard/Pool Attendant is present, and they have taken and passed the deep end test.

b. **No Lifeguard**

In the event a lifeguard/Pool Attendant is not present, any child under 16 years old will be allowed in the pool only with adult supervision.

c. **Children under 10 years of age.**

No child under the age of 10 will be permitted admittance unless accompanied by one of the following:

- An adult.
- A person aged 12 or older who has satisfactorily passed the "Deep End" test.
- The person accompanying any child under 10 must always be responsible for that child. No child under 10 years will be permitted in the Deep End without an adult/parent being in the water with the child.

d. **Children Ages 10 to 17.**

All minor children who have attained the age of ten (10) years through seventeen (17) years of age, shall be permitted admittance to the pool area by themselves provided they pass the "Deep End" test given by the lifeguard on duty. If they do not pass said test, they must be accompanied by:

- An adult
- A person 12 or older who has satisfactorily passed the "Deep End" test.

Note: Anyone accompanying a minor between 10 and 17, who has not passed the "Deep End" test must at all times be responsible for that person.

6. **Flotation Devices.**

The only flotation devices permitted in the pool shall be swimmyies, water wings, baby vests or baby boats with a seat, provided however, an adult is no more than an arm's length away. Flotation devices are prohibited in the Deep End of the pool.

7. **Safety Break.**

The first fifteen minutes of every hour may be for a safety break. All children under 16 years of age must exit the water. All children, including infants, shall remain at least 2 feet away from the pool edge during the safety break.

8. **Prohibitions.**

The following prohibitions and restrictions apply:

- a. **Food and beverages** Permitted only in the designated fenced-in area. You must clean up after yourself.
- b. **Smoking.** Smoking (including medical marijuana) is prohibited within any of the common areas of Lakeside Villas. The common areas include, but are not limited to, the sidewalks, the clubhouse, the clubhouse circle, the clubhouse parking lot, the pool, the pool shower rooms, the children's playground, the basketball court, and areas between buildings within Lakeside.
- c. **Street shoes, bikes, skateboards, and roller blades are prohibited.**
- d. **Strollers and Buggies** are permitted under the overhang next to the Clubhouse, siding next to the fence lines only with the wheels locked.
- e. **Alcoholic beverages** of any kind are prohibited.
- f. **Conversations with lifeguards** are to be kept to a minimum, so as not to create any distractions.

- g. **Lifeguards are not permitted** to use cell phones or other communication devices during the period they are monitoring the pool.

9. **Conduct and Attire.**

- a. **All people must** enter the pool through the appropriate locker room and shower prior to entering the pool.
- b. **No person with a contagious disease or infection** will be allowed admittance.
- c. **No running, pushing, or horseplay** is allowed in the shower room, in and around the pool and the pool deck.
- d. **People with long hair** may be required to wear a bathing cap or tie their hair up.
- e. **Lounge chairs** are available on a first-come, first-served basis. Lounge chairs shall remain at least 4 feet from the edge of the pool.
- f. **Only infants with cloth diapers**, rubber pants, or swim diapers may use the pool. No paper diapers allowed. Diapers cannot be disposed of on the pool premises.
- g. **Swimwear only shall be worn.** Cut-offs, jeans, or underwear are prohibited. T-shirts will be allowed over swimwear for sun protection. Adults over twenty-one, who accompany swimmers but are not swimming, may wear shorts or appropriate sundresses. Thong Bathing suits and towels and t-shirts with inappropriate pictures or words are prohibited.
- h. **Rafts** are prohibited.
- i. **Balls and diving rings** may be permitted at the lifeguard's discretion.
- j. **All general rules** of conduct posted on deck must be obeyed.
- k. **During safety breaks**, children must always remain at least 2 feet from the pool edge.
- l. **Diving** is only allowed at the Deep End of the pool.

10. **Moving.**

Upon moving, all pool passes must be turned over to the Property Manager. New pool passes will be issued to the new Members.

11. **Private Pool Party.**

Private parties are permitted only after regular pool hours. Only Members 23 years or older may rent the pool. A Member must always be present. Contact the Clubhouse Manager for details on the security deposit and rental fee.

- a. **Alcohol Usage**
Alcohol Usage is prohibited. Pool rental or usage is prohibited for any private party where alcohol is present.
- b. **Lifeguard.**

Added to the cost of pool rental are the wages of an Association lifeguard who must always be present during a private pool party.

c. **Curfew.**

The pool and deck area shall be vacated per Pool rental rules.

d. **Party size.**

Any party over 40 people must contact the Board regarding the number of lifeguards that must be present.

12. **Lost Passes.**

Lost passes shall be replaced for a charge determined by the Board of Directors.

13. **Revocation of Privilege.**

Pool privileges may be suspended or revoked for inappropriate pool conduct or if Member is found guilty of any violation. Pool privileges shall be revoked or denied if the member is delinquent in his or her maintenance assessment.

14. **Interpretation of the Rules.**

Interpretation of the rules is at the discretion of the lifeguards and/or Board, and the lifeguard is given the power to request any person in violation of a Rule to leave the pool area.

XII. PARKING.

No vehicle, except automobiles, motorcycles, and certain non-commercial vans and pick-up trucks shall be permitted to be parked on private driveways or designated parking spaces. All other types of vehicles must be parked inside garages. (Other vehicles include but are not limited to: all trucks or R.V.'s over 18 feet; all commercial vehicles, including taxi cabs). Commercial vehicles are defined as any vehicle with a business name or advertisement on the exterior of the vehicle regardless of size. Additionally, vehicles which are primarily designed to carry cargo rather than passengers i.e., ladder racks, plumbing pipes etc. as well as pickup trucks openly carrying construction equipment or tools in the bed are commercial vehicles as well.

Except as herein elsewhere provided, no junk vehicle, vehicle with a load capacity greater than one (1) ton and/or with more than two (2) axles and not more than four (4) wheels, trailer, house trailer, motor home, camper, recreational vehicle, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon the Property (including streets, driveways, Lots and parking spaces) except in bona fide emergencies.

1. **Permanent Parking.**

No vehicle shall be permanently parked on any exterior area of the Lot other than on the primary driveway serving the residence.

2. **Parking of Covered Vehicles.**

Car covers with rear license plate cut out will be allowed in their two dedicated parking spaces for those homeowners without garages, and in driveways for those with garages.

3. **Clubhouse Parking.**

Parking is prohibited at the Clubhouse parking lot, except for those renting the Clubhouse and/or pool facilities. Violators will be towed at their own expense. Further, parking in the front semi-circle driveway is restricted to people renting the Clubhouse and/or pool.

4. **Units without Garages.**

Members of units without garages are granted the privilege of using not more than two (2) parking spaces for the purpose of parking automobiles and non-commercial vans, as defined by these rules. Said parking spaces shall be as near and convenient to their unit as possible. The spaces shall be delineated and identified in a manner approved by the Board. Said spaces shall not be used by any other person without the permission of the respective Member.

5. **Units with Garages.**

Members of units with garages shall park as many of their vehicles as possible (automobiles and non-commercial vans as defined by these rules) on their driveway and in their garages. Sidewalks may not be blocked and are subject to ticketing by the local police.

6. **Parking Regulations.**

All Members and residents shall comply with all Village and County ordinances, state laws and all posted or marked traffic signs or symbols, as well as all notices distributed by the Association via the newsletter or otherwise.

XIII. Retention Ponds

1. **General Information.**

The four ponds of the Association control flooding. The ponds take water from drain tiles surrounding the townhouse clusters, all street storm drains and water from other subdivisions and store it during heavy downpours and thaws. The ponds will rise when accumulations are great, but eventually they will drain down to normal level by an outfall drain on the north-east side of the subdivision. Since all items placed in the storm drains will eventually find their way into the ponds, it is important not to throw anything down the sewers.

2. **Maintaining wet retention ponds.**

There are two major aspects of maintaining wet retention ponds. The first is water quality, which is controlled by chemical treatment and dredging when necessary. The second is shore erosion control. Lakeside has had both types of maintenance over the past years. Since pond maintenance is quite costly and time consuming, the following rules have been adopted.

a. **Banks of ponds**

No person shall be permitted to perform any activity along the banks of the ponds. Activities include but are not limited to walking, running, standing, fishing, boating, playing, digging, etc. The only exceptions to this rule are activities performed by Association agents, employees, or contractors for Association purposes. Violators are subject to fines.

b. **Polluting**

No person shall throw, discharge, dump or deposit, or cause or suffer, or procure, to be thrown, discharged, dumped, or deposited in the ponds or any of the surrounding catch basins, storm sewers, any garbage, refuse, trash, rubbish, waste, or objects which are non-biodegradable or any other pollutant. Violators are subject to be fined.

XIV. GARBAGE COLLECTION

1. **Trash and Recyclables.**

All Trash and recyclables shall be placed in the storage containers provided by the waste management company. On collection day, the containers must be placed 3 feet apart with the wheels facing towards your home. Items that do not fit in the containers shall be neatly stacked and secured so they do not blow away during windy conditions. All trash shall be placed on your lot adjacent to the street curb, not in the street.

All trash shall be placed outside the dwelling unit and/or garage no sooner than 6:00 p.m. the day before collection, and all containers must be taken inside dwelling unit and/or garage no later than 8:00 a.m. the day following collection.

2. **Collection.**

Is performed by a private refuse company and is paid for through Association maintenance assessment. The collection takes place every Monday. If the collection day falls on a holiday, collection will take place on the next business day.

3. **Disposing large Household Items.**

When disposing of large household items including appliances, sofas and carpeting, the Member shall contact Waste Management (800-796-9696) and make special arrangements prior to the pick-up day. An additional fee may be charged by Waste Management.

4. **Fines.**

Will be levied per the Fine Schedule by the Association for a violation of the Garbage Collection regulations.

5. **Trash / Recyclable Cans.**

Each home will receive a 64-gallon capacity cart for trash and a 64-gallon capacity cart for recyclables. A Member can request a different size from the designated waste hauler.

a. **Units with garages**

Must store their garbage/recycling trash cans in their Garages.

b. **Units without garages**

may leave garbage/recycling trash cans in rear fenced yard or unfenced yard screened by bushes from other homes or streets with appropriate containers.

6. **Trash Burning.**

No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot.

XV. SIGNAGE

1. **Advertising Signs.**

No advertising signs including "For Sale" and "Garage Sale" signs shall be erected, placed, or permitted to remain on Lots or common areas with the following exceptions:

a. **Homes for Sale by Owner.**

A Member who is selling their Unit without a real estate broker or agent, shall be allowed to place **one "For Sale by Owner" sign** on their front lawn or in a window, but the sign shall be no larger than five (5) square feet. All signs must be of professional quality. There shall be no hand lettering on the sign except the Member's phone number.

b. **Homes for Sale by Real Estate Broker or Agent.**

A Member who is selling their Unit with a real estate broker or agent, shall be allowed to place **one "For Sale" sign** in their window, but the sign shall be no larger than five (5) square feet. All signs must be of professional quality. There shall be no hand lettering on the sign except the Member's phone number.

c. **Additional Home for Sale Signs.**

A Member who lives on a street other than Lakeside Circle Drive shall be permitted to place one additional sign on the common area adjacent to the intersection of Lakeside Circle Drive and the street closest to the Member's home. The sign shall read "Home for Sale" and shall have a directional arrow.

2. **Political Signs.**

Members are permitted to post political signs on their lawn or in their windows 30 days prior to an election, but the signs must be removed one day following the election. The sign may be no larger than five (5) square feet.

3. **Contractor Signs.**

No contractor signs will be permitted in Lakeside Villas at any time.

XVI. SALE OF UNIT

1. **Sales.**

Members must notify the Property Manager when they have a contract to sell. The Property Manager will provide the Member with an assessment status letter which is needed to present to the title company or mortgage lender to clear the exception to title concerning Association liens.

2. **Service Charge.**

A service charge from the property management company will be charged to the Member for processing paperwork associated with preparing closing letters or for mortgage refinancing.

3. **Property Inspection.**

A mandatory property inspection conducted by the Association is required prior to the sale of the property. Members are encouraged to request the inspection at least ten (10) Business days before closing to ensure all violations are corrected. A service charge of \$100 will be charged to the Member for this service.

The unit closing documentation provided by the Association will document whether there is an architectural violation in existence (a description of the violation will be included).

XVII. RULE AND REGULATION ENFORCEMENT PROCEDURES

1. **By-Law Provisions.**

The Board shall have the power to adopt and publish reasonable rules and regulations governing the use of the Common Areas and facilities, personal conduct of the Members and their guests, and to establish penalties for any infractions thereof.

2. **Fine System Policy.**

Violation of any Covenant, Condition or Restriction of the Declaration, By-Laws or Rules shall be subject to a penalty not exceeding \$5,000.00 per violation and/or revocation of privileges until said penalty is paid and the violation corrected. Unless otherwise stated herein, the following Fine Schedule has been established to notify Members in advance of the cost associated with violations.

- Homeowners will be notified of a violation with an accomplishment date. The homeowner who fails to comply by the specified date will receive a violation letter advising them of a fine. The fine will be \$10 per day retroactive from the date of the letter of the violation and charged to the homeowner's account.

3. **Procedural Rules.**

a. **Complaints.**

The following have the authority to file a complaint with the Property Manager:

- Members
- Board of Directors
- Architectural Committee (AC)
- Property Manager

The Property Manager will investigate complaints and document the findings of any violations as outlined in APPENDIX E

b. **Notice.**

The complaint shall be delivered by personal service or by mail to the alleged violator's address with notification of the violation and fine associated with the violation. Members may appeal the complaint to the Board.

c. **Hearing Body.**

The Board of Directors shall hear all complaints.

d. **Continuances.**

Continuance without cause can be requested by the Member but will be granted at the discretion of the Board. Continuance requests with cause shall be granted for the following:

- Member or witness is out of town.
- Member or witness is ill.
- Death in family of Member or witness.

Requests for continuance must be communicated to the Board or Property Manager within a reasonable time before said hearing date.

Failure to appear at a complaint hearing without prior approval from the Board will result in a finding of guilty and the assessment of a fine.

e. **Burden of Proof.**

- Violation – majority decision required.
- Penalty – majority decision required.

f. **Enforcement.**

A member's account charged with a fine will cause all privileges to be revoked until the account is paid in full.

- Lien
- Legal proceeding

g. **Definitions.**

- Final Decision – Any decision of the Board is final.
- Consolidation – Where one or more complaints are filed against a member for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.

XVIII. SAFETY INFORMATION

1. **Fire/Carbon Monoxide.**

In the event of a fire, Member should do the following:

- a. **Call Fire Department** – Village of Wheeling - Emergency – 911, non-emergency (847) 459-2662. Then alert your neighbors and finally call management.

- b. **Before exiting a room**, feel the upper part of the door. If the door is warm or hot, brace one leg and hand against the door and open it about one half inch. If conditions are safe, evacuate the room. If you feel a rush of hot air, smoke, or pressure, slam it shut. Seal cracks around door, and any other places where smoke could enter with wet towels, preferably. If smoke enters your Unit or room, open windows about three inches. If possible, soak in a large blanket, sheet, or throw rug and get under it near the window. Hold the edge of the wet material over the opening of the window to breathe fresh air.
- c. **Upon exiting your Unit**, close all doors and windows and leave them unlocked for easy access for the fire department.
- d. **Keep the following items in your unit.**
 - Flashlight.
 - Candle.
 - Masking tape for sealing cracks.
 - Escape ropes or ladders long enough to reach the ground from the second story.
 - Fire extinguisher.
 - Install and maintain smoke detectors.
 - Install and maintain Carbon Monoxide (CO) Detectors.

2. **Tornado.**

- a. **Stay as far away from** outside walls and windows as you can.
- b. **Protect yourself** from flying glass by staying behind a large piece of furniture.
- c. **If possible**, seek shelter in the basement or interior first floor hallway.
- d. **Sit on the floor** with your knees up and place your head between your knees with your hands over your head for protection.
- e. **Try to take with you** a battery-operated radio, candles, or flashlight.

3. **Speed Limit.**

- a. **Comply with the 20-mph speed** limit within the subdivision.
- b. **Watch for children or adults**, since they may dart out on the street.

4. **Street Play.**

Members, their children, and guests, are discouraged from playing on the streets, including but not limited to baseball, football, hockey, etc. Such play is dangerous and may cause bodily injury, property damage and inconvenience to others.

XIX. HOMEOWNER MAINTENANCE TIPS

1. **Drainage.**

Be sure downspout extenders are placed on downspouts to carry water away from your foundation. Splash blocks may also be used to prevent downspouts from creating erosion. Members are responsible for the maintenance of downspout extensions. A stepped-on extension can cause water to back up the gutter system and leak inside your unit. Make sure the discharge end is open and clean. If your

downspout discharges onto your driveway, be sure it is sufficiently long enough to carry the water down the drive. This will prevent erosion of the driveway.

2. **Frozen Pipes.**

On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to disconnect all hoses before the first frost. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes.

3. **Humidity.**

Those Members who use humidifiers may cause severe damage to their units if they set the level too high in cold weather. Be sure to follow operator instructions carefully. Over humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large volume of water condensed. It can cause damage to drywall, as well as roof under sheeting, which can cause the premature failure of your roof. If you have a humidifier, it is wise to inspect your attic to see that condensation or ice is not forming on the roof under sheeting.

4. **Ice Dams.**

Leaks in the wintertime may be caused by what are called "ice dams." Ice dams occur when ice and snow build up in the gutter or on any horizontal surface and escaping warmth from your Unit causes the build up to melt and leak inside. Do not use shovels or picks to remove ice or snow from the roof because it may permanently damage the shingles. Any damage caused by an ice dam is the responsibility of the homeowner. To reduce the possibility of an ice dam, homeowners should request from the property manager to have gutters cleaned.

Disclaimer

The information provided in Section XVIII and XIX is offered for informational purposes only. The information provided does not constitute professional, legal, or insurance advice. It is highly recommended that you contact a local service provider for such advice. The Association, its agents and employees disclaim any liability for members following or not following the information provided.

**LAKESIDE VILLAS HOMEOWNERS ASSOCIATION
ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION****Page 1 of 2****Section 1: Applicant Information**

Date_____

Name(s)_____

Address_____

Home Phone: (_____) _____ Work Phone: (_____) _____

Section 2: Description of change or Improvement**Section 3: Attachments to Description:**

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including but not limited to colors, dimensions, construction materials, location of change or improvement in relation to me property lines, Unit and neighborhood property or other structures or objects, including but not limited to swales, trees, cable, telephone or utility transformer(s), vaults, etc.
2. A copy of your plat survey must accompany this application for decks, patios, or fences.
3. A legal description of your property must accompany this application.

Section 4: Application Affidavit

1. I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and will begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to strictly comply with all Association Declarations, By-Laws and Rules and Regulations, in respect to this change and/or improvement.
3. I hereby agree to defend, indemnify, and hold harmless the Association, its Unit owners, Members of the Board of Directors, Association Employees and Managing Agent from all loss, damage, liability, judgments, court costs, attorney's fees, interest or any other costs, penalties arising out of this change or improvement.

4. I hereby understand and agree that I am responsible for the future upkeep, insurance, and maintenance of said change and/or improvement. Further, should said change interfere with any maintenance responsibility of the Association, I agree to remove my change or have the Association remove my change at my expense.
5. I hereby agree that the change or improvement shall be in strict conformity with this Application.
6. I hereby agree to record upon request of the Association, this application, and necessary supporting documents with the Cook County Recorder of Deeds within 14 days after approval by the Association and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.
7. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
8. I hereby agree that failure to comply with the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this Application.

All necessary costs and expenses to restore my property shall be at my expense, including but not limited to construction costs and consequential expenses, such as attorney's fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declarations, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

9. I agree and understand that this application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.
10. No verbal understandings or agreements shall change or modify the terms and provisions of this Agreement, and the entire Agreement of the parties is expressed herein. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any terms used in the Agreement. Further, this Agreement shall not be modified or altered by subsequent course of conduct between the parties.
11. Should any provision of this Agreement be found to be unenforceable, all other terms and provisions shall remain in full force and effect.

Section 5:

Notice

All notices shall be deemed delivered if delivered personally to Applicant or Members of the Applicant's family or mailed to the named Applicant at his last known address by first class mail with postage prepaid.

x _____
Signature

x _____
Signature

APPROVAL OR DENIAL OF THE REQUESTED APPLICATION IS SHOWN BELOW

-----FOR OFFICE USE ONLY-----

Date Approved _____

Date Rejected _____

x _____
Signature

x _____
Signature

x _____
Signature

x _____
Signature

**LAKESIDE VILLAS HOMEOWNER'S ASSOCIATION
LANDSCAPE ALTERATION AND/OR IMPROVEMENT FORM**

The undersigned hereby requests permission of Lakeside Villas Homeowners Association, ("Association") to plant the following described tree(s) or shrub(s) at the residential location indicated below. The appearance and location of said plantings shall be per the attached "**required**" drawing. An approval ("Permit") for said planting(s) is required prior to installation of plantings. The undersigned also understands that should said planting(s) be located on the common grounds of Lakeside Villas Homeowners Association, the planting(s) become the property of the Association, and the Association hereby reserves the right to subsequently remove, relocate, or trim said planting(s) as needed or required in its sole discretion, or if it should interfere with any Association purpose(s). Further, the undersigned understands that the Association shall have no obligation to remove or replace said planting(s) should it/they die naturally, or because of removal or relocation.

Homeowner information:

Name (Please print): _____

Home Phone: (_____) _____ Cell Phone: (_____) _____

Home Address: _____

Description of proposed planting(s)

NOTE: A drawing of the proposed alteration and/or addition **must be attached** to this Application.

x _____
Signature

x _____
Signature

APPROVAL OR DENIAL OF THE REQUESTED APPLICATION IS SHOWN BELOW

-----FOR OFFICE USE ONLY-----

Date Approved _____

Date Rejected _____

x _____
Signature

x _____
Signature

x _____
Signature

x _____
Signature

**LAKESIDE VILLAS HOMEOWNERS ASSOCIATION
SATELLITE DISH INSTALLATION NOTIFICATION FORM**

Page 1 of 2

Date _____

Name(s) _____

Address _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Satellite Dish Installation Company: _____

Satellite Company's Address: _____

Address: _____

City: _____ State: _____ Zip: _____

DESCRIPTION OF SATELLITE:

Size: _____ Color: _____ Brand: _____

Brochure Included? Yes _____ No _____

RULES GOVERNING SATELLITE DISHES

To keep the aesthetic appearance of the Association in a good and orderly manner, and to protect the health, safety and welfare of the residents, the following rules are to be strictly followed:

1. Any owner interested in installing a satellite dish one meter or less in diameter should notify the Board of Directors at least 24 hours after the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property within the owner's exclusive use and control.
3. Satellite dishes shall be installed on the roofs as a first choice. **Roof installation requires the use of a Comdeck Roof Mounting System. The Association will provide the Comdeck Unit and the installation of the Comdeck.** Accordingly, the Homeowner must notify the Association of the date and time when the Satellite dish will be installed so that the installation of the Comdeck unit can be coordinated. **The rear of the roof is the preferred location for the installation of the dish. All cables shall enter the attic of the house through the Comdeck mount. Any additional cables needed must be run inside the house. No cables shall be put through the siding of the house.** Any satellite dish installed at ground level shall be located only within a fenced yard. All wires shall be hidden from view in any installation.
4. **Installation Sequence:** Have your satellite dish installer first come out and mark a preferred location for the dish to be mounted. Then contact the property manager at Hillcrest Property Management to have the Comdeck mounting unit installed by Lakeside's roofing contractor in that location. Once the Comdeck unit is installed, your satellite dish installer must come back and complete the installation of the dish on top of the Comdeck unit and run all necessary cables through the Comdeck unit into the attic for distribution.
5. No more than one (1) satellite dish of each provider may be installed.
6. To protect the health, safety and welfare of the residents, all satellite dishes are to be professionally installed. The unit owner must provide proof prior to installation that the contractor is insured and licensed.

7. The Board of Directors reserves the right to inspect the installation and maintenance of the satellite dish.
8. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the property on which the dish is installed, the Board of Directors may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
9. The unit owner shall always keep the satellite dish in good repair. Failure to do so after five (5) days written notice from the Board may result in the removal of the dish.
10. The owner shall be responsible for funding the cost of any maintenance, repair or replacements to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
11. The owner hereby indemnifies and holds harmless the Board of Directors, the Association, its employees, contractors, agents, and members from any and all claims, controversies or causes from the installation or use of this satellite dish, including the payment of any and all cost of litigation and attorney's fees resulting therefrom. The owner agrees to be responsible for any damage to the property or injury to any individual because of the installation of the dish.
12. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass on to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a **new hold** harmless agreement, the dish must be removed prior to conveyance.
13. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the prior written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. The Owner shall bear all costs of removal and restoration. The Association reserves the right to levy a continuing and daily fine for each day an un-authorized satellite dish shall remain on the premises after the Owner has been notified to remove it or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.
14. Applicant shall not deviate from the terms of this Agreement.
15. No verbal understandings or agreements shall change or modify the terms and provisions of this Agreement, and the entire Agreement of the parties is expressed herein. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any terms used in the Agreement. Further, this Agreement shall not be modified or altered by subsequent course of conduct between the parties.

PLEASE NOTE: In addition to having Lakeside Villas HOA approval, applicant must obtain a Satellite Dish Installation Permit from the Village of Wheeling.

X _____
Signature

X _____
Signature

APPROVAL OR DENIAL OF THE REQUESTED APPLICATION IS SHOWN BELOW

-----FOR OFFICE USE ONLY-----

Date Approved _____

Date Rejected _____

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

LAKESIDE VILLAS HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS REGARDING INSTALLATION OF SOLAR ENERGY SYSTEMS

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations:

1. Any Owner interested in installing or maintaining a solar energy system shall abide by these rules for solar energy systems.
2. Solar Energy System ("SEG") is defined as:
 - a. A complete assembly, structure, or design of solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating or cooling gases, solids, liquids, or other materials; and
 - b. The design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.
3. Wind energy collection, rainwater collection and composting systems *are not* allowed.
4. SEGs may only be installed on buildings within an Owner's Lot that are less than thirty (30) feet or less in height, subject to these Rules. SEGs shall not be installed: (a) on buildings within an Owner's Lot that are greater than thirty (30) feet in height, (b) on the ground of an Owner's Lot, or (c) on any buildings or land within the Common Area without the prior written consent of the Board.
5. SEGs may only be installed on the exterior of a building within an Owner's Lot, provided that the Board, at its discretion, shall determine the specific location where the SEG may be installed on the roof within an orientation to the south or within 45 degrees east or west of due south provided that the determination does not impair the effective operation of the SEG.
6. Owners who desire to install such an SEG must submit an application in writing to the Board prior to installation detailing the plans, specifications and proposed location of the SEG on a building within the Owner's Lot. The Board shall process the application within 90 days upon receipt of the application.
7. To protect the health, safety and welfare of the residents, the Board strongly suggests that SEGs be professionally installed. If the owner uses a professional installer, the owner must provide proof that the contractor is insured and licensed.
8. To protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the SEG.
9. The Owner shall be responsible for all costs of installation of the SEG, and once installed, the owner will be responsible for the operation, upkeep, and maintenance of the SEG, at the Owner's sole expense.
10. The Owner shall always keep the SEG in good repair.
11. Any damage to the building or the Owner's Lot caused by the installation and/or operation of the SEG shall be at the Owner's sole expense.
12. The Owner is responsible to obtain all required permits and comply with all local ordinances and State laws in constructing and maintaining the SEG.
13. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of

the SEG, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. The owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation or operation of the SEG.

14. Upon transference of the ownership or occupancy of the Lot, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.
15. All SEGs shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the SEG by the Association, in addition to the levying of fines. All costs of removal and restoration shall be borne by the Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized SEG shall remain on the premises after the Owner has been notified to remove it or advised to re-install the SEG in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with the approved guidelines for fines.

CLUBHOUSE RENTAL AGREEMENT FORM

RENTER _____ RENTAL DATE _____

ADDRESS _____

PHONE _____ NUMBER ATTENDING _____

TYPE OF PARTY _____

Renter agrees to obey all Clubhouse rules (see attached), Lakeside Villas By-Laws and all Rules & Regulations of Lakeside Villas Homeowners Association.

Renter has pre-paid the rental fee \$ _____ and the required security deposit \$ _____. Renter has checked the condition of the Clubhouse and found it acceptable and has performed and acknowledges an inspection has been completed before renting the Clubhouse.

An After-use Clubhouse Inspection is required. If any damage or violations of the Clubhouse Rules is evident. Renter shall be fully liable for any and all costs associated with any repairs or costs which may be incurred as a result of said damage or violations, even if in excess of the security deposit. Attorney's fees being the responsibility of the renter.

SIGNATURE OF RENTER_____
DATE

CLUBHOUSE MANAGER ACKNOWLEDGES RECEIPT OF THE RENTAL FEE AND SECURITY DEPOSIT AND HAS GIVEN CLUBHOUSE KEYS TO RENTER.

CLUBHOUSE MANAGER_____
DATE

AFTER-USE CLUBHOUSE INSPECTION DATE: _____

RENTER ACKNOWLEDGES \$ _____ DEPOSIT RETURNED

DATE DEPOSIT RETURNED _____ RENTER'S INITIALS _____

CLUBHOUSE RENTAL RULES FORM

1 of 2 Pages

I. In consideration of Renter's use of the Clubhouse, Renter agrees:

1. Renter and guests of renter will do no act on or about the premises which may interfere with the residents' quiet enjoyment of Lakeside Villas. Children must be supervised at all times. All activities shall cease at 12:00 Midnight on Friday and Saturday. Clean up finished by 12:30 a.m. Sunday through Thursday all activities shall cease at 11:00 p.m. Clean up finished by 11:30 p.m.
2. Renter or guests will cause no damage to the real or personal property of the inside or outside of the Clubhouse.
3. Renter will defend, indemnify, and hold harmless Lakeside Villas Homeowner's Association, its unit owners, members of the Board of Directors or their agents or employees from any and all loss, damage, liability or expense, including court costs, attorney's fees and litigation expenses, arising out of the rental of the Clubhouse (or pool if applicable) and use thereof (including adjacent premises).
4. Renter is present for the entire rental period and will be held responsible for all party attendees.

II. General Rules Regarding Use:

1. **Smoking, including medical marijuana smoking is not permitted in the Clubhouse or in any common area of Lakeside Villas.**
2. **Concealed weapons are not permitted in the Clubhouse or in any common area of Lakeside Villas.**
3. Food and drinks are permitted in the kitchen and meeting room only. **No beverages or food are allowed outside the Clubhouse.**
4. **If attendance at your party is fifty (50) or more individuals, and alcoholic beverages are served, a licensed security guard must be hired at Renter's expense.**
5. Decorations are permitted as long as they are affixed with a reusable adhesive (i.e., 3M removable adhesive, Fun Tak, Sticky Tak, etc.). NO REGULAR SCOTCH TAPE IS ALLOWED ANY PLACE IN THE CLUBHOUSE FOR DECORATIONS. USE OF NAILS, STAPLES AND TACKS IS PROHIBITED.
6. No chewing gum, glitter or confetti is allowed in the Clubhouse.
7. Balloons may be filled with helium gas. However, it is the Renter's responsibility to recover any balloons that rise to the ceilings at the conclusion of their party.
8. No electrical equipment requiring voltage, nor more than 15 amps per circuit, that exceeds normal operating appliances is permitted.
9. Furniture is not to be moved without prior approval.

III. General rules Regarding Clean-up:

1. Renter shall clean up after their event and return the premises in the same condition as when Renter obtained possession.
2. All floors shall be swept, vacuumed, or washed.
3. All furniture shall be cleaned and checked for crumbs, spills and damage.
4. All appliances sinks and counters shall be cleaned.
5. All decorations shall be removed from the Clubhouse and taken to your garbage area.
6. All garbage shall be removed from both inside and outside the Clubhouse and taken to your garbage area.
7. All furniture shall be replaced as shown in the diagram attached.
8. All bathrooms shall be cleaned, and any garbage disposed of with your household garbage.

IV. Closing:

1. All lights shall be turned off (except the light at the front door).
2. Re-set security alarm (Red Light should be on).
3. Lock all outside doors.
4. Return Keys as directed immediately following closing.

V. Penalties:

1. Leaving garbage inside or outside the Clubhouse, causes a twenty-five (\$25.00) fine deducted from the security deposit.
2. Improper clean-up of the interior or exterior of the Clubhouse, minimum fine Fifty dollars (\$50.00) and a possible hearing before the Lakeside Villas Board of Directors.
3. Any party that continues beyond the curfew will forfeit security deposit.
4. A one hundred-dollar (\$100.00) cancellation fee will be levied if the Clubhouse party is cancelled less than two (2) weeks before the reserved date.
5. Incidental damages requiring repairs or unusual cleaning (i.e., carpet cleaning, wall repairs) will be either billed back to Renter and must be paid immediately upon notice or will be deducted from the security deposit at the discretion of the Lakeside Villas HOA Board.
6. Any other items not covered above can include penalties but are not limited to fines, forfeiting a security deposit, cost of damage repair or restoration of items in or around the Clubhouse and can include Association privileges being revoked.

CLUBHOUSE MANAGER INITIALS

RENTER'S INITIALS



CLUBHOUSE AFTER-USE INSPECTION FORM

CHECKLIST:

DECORATIONS REMOVED OUTSIDE CLUBHOUSE..... _____

GARBAGE REMOVED OUTSIDE CLUBHOUSE..... _____

CARPET AND UPHOLSTERY CLEANED..... _____

FURNITURE REPLACED ACCORDING TO DIAGRAM..... _____

FURNITURE NO DAMAGE..... _____

GARBAGE REMOVED INSIDE CLUBHOUSE..... _____

DECORATIONS REMOVED INSIDE CLUBHOUSE..... _____

WALLS NOT DAMAGED..... _____

ALL FLOORS MUST BE CLEAN..... _____

KITCHEN APPLIANCES, SINK, COUNTERS, CLEAN..... _____

GREAT ROOM, FIREPLACE ROOM, FOYER..... _____

MEETING ROOM, BATHROOMS CLEAN..... _____

All 56 HANGERS ACCOUNTABLE..... _____

All 52 CHAIRS FOLDED AND PLACED ON RACK..... _____

ALL FOLDING TABLES STACKED IN MEETING ROOM..... _____

CLUBHOUSE MANAGER INITIALS

RENTER'S INITIALS

POOL RENTAL AGREEMENT

RENTER _____ **RENTAL DATE** _____

ADDRESS _____

PHONE _____ **NUMBER ATTENDING** _____

TYPE OF PARTY _____

Renter agrees to obey Pool rules (see attached form), Lakeside Villas Second Amended Declarations & By-Laws and all Rules & Regulations of Lakeside Villas Homeowners Association.

Renter has pre-paid the rental fee \$ _____ and the required security deposit of \$ _____. Renter has checked the condition of the Pool and its contents and found it acceptable and has performed and acknowledges an inspection has been completed before renting the Pool.

An After-use Pool Inspection is required. If any damage or unusual wear and tear is evident, renter agrees to cover these costs, even when it's in excess of the security deposit. (See attached form).

SIGNATURE OF RENTER

DATE

CLUBHOUSE MANAGER ACKNOWLEDGES RECEIPT OF THE RENTAL FEE AND SECURITY DEPOSIT
AND HAS GIVEN POOL LOCKER ROOM KEYS TO THE RENTER.

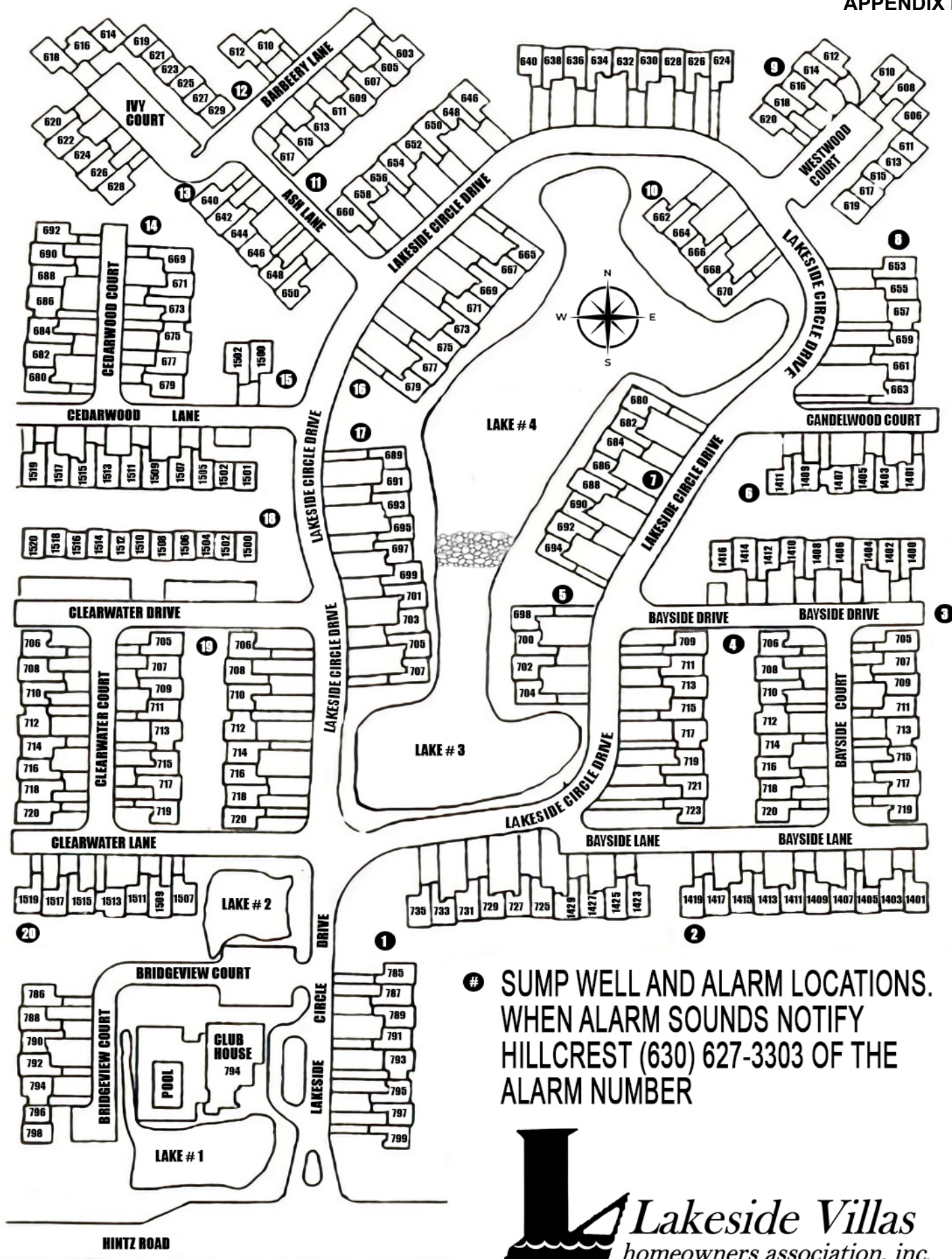
CLUBHOUSE MANAGER

DATE

AFTER-USE POOL INSPECTION DATE: _____

RENTER ACKNOWLEDGES \$ _____ DEPOSIT RETURNED

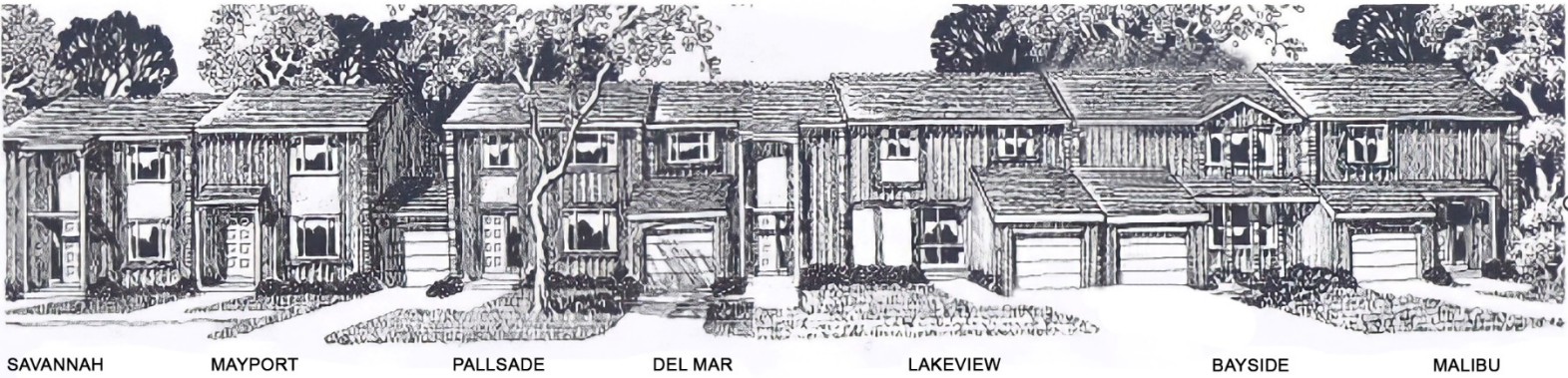
DATE DEPOSIT RETURNED _____ RENTER'S INITIALS _____



**LAKESIDE VILLAS HOMEOWNERS ASSOCIATION, INC.
VIOLATIONS AND FINES POLICY**

1. If someone is believed to be in violation of any of the provisions of the Lakeside Villas Homeowners Association, Inc. Amended and Restated Declarations and By-Laws or Lakeside Villas Homeowners Association, Inc. Rules and Regulations, a signed, written complaint must be submitted by an Owner, the property manager, a resident, or a member of the Board of Directors. A written complaint form prescribed by the Board of Directors shall be sent to the property manager. Owners are responsible for the conduct of all residents and guests occupying or visiting their unit.
2. The person charged with the violation will be given written notice of the complaint, informing him of the alleged violation and (1) will be given a warning not to repeat the conduct alleged or (2) of a time and place where the Board of Directors **or** its duly authorized committee will conduct a hearing to review the complaint.
3. At the hearing, the person charged with the violation will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the person charged with the violation, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors for disposition at its next regularly scheduled meeting.
4. The hearing will proceed based upon witness complaints and/or witness testimony. The Board of Directors or its duly authorized committee will weigh all evidence prior to rendering a finding. All hearings shall be closed to the public.
5. If any person is found guilty of a violation, the Board of Directors will notify the guilty party in writing and a fine may be charged to the assessment account of the Owner of the unit in which the guilty person resides or was a guest and collected with the monthly assessments.
6. In the event of any violation of the Lakeside Villas Homeowners Association, Inc. Revised and Restated Declarations and By-Laws or Lakeside Villas Homeowners Association, Inc. Rules and Regulations, the Board of Directors reserves the right to pursue all legal remedies to compel enforcement, legal and equitable. All costs and attorneys' fees shall be assessed back to the assessment account of the offending Owner at the time they are incurred.

LAKESIDE VILLAS UNIT MODEL NAMES



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