

LAKEWOOD CROSSING AT HAMPSHIRE HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS

In accordance with Section 7.7.6 of the Lakewood Crossing Homeowners Association Declarations of Covenants, Conditions, and the Board of Directors ("Board") of Lakewood Crossing at Hampshire Homeowners' Association ("Association") shall have the right to implement rules and regulations for the Association and its members. The attached information should not be considered an all-inclusive list of the operating guidelines and responsibilities of every Owner and resident.

The Board appreciates your support in the Association's endeavor and commitment to maintaining the complex as a desirable place to live, preserving the value of the property and having an environment for all of the Owners and residents to enjoy the numerous benefits of living in the Association.

These Rules and Regulations are not a substitute for reading all of the Association's governing documents. For a more detailed explanation of the governing documents, reference should be made to the Declarations, the Articles of Incorporation of the Association, and the Lakewood Crossing at Hampshire Homeowners' Association By-Laws ("By-Laws").

All complaints regarding service rendered by the Association or the Association Staff member must be made to the Community Manager of the Association for appropriate handling.

Parking/Vehicles

Parking is permitted in garages, driveways, and driveway aprons. Per Village of Hampshire ordinances, parking is allowed on the side of the street that does not occupy mailboxes during the months of April 1st through November 1st.

No vehicle shall be parked on the curbs, parkways, or landscaped areas of an Owner's lot.

No vehicle shall be parked in the wrong direction on the streets.

The amenity and clubhouse parking lots are restricted to Owners, residents, members, guests, Association employees, and vendors using the facilities. No overnight parking is allowed at these facilities. Vehicles left overnight will be ticketed and may be subject to a fine by the Association. Vehicles that are ticketed and continue to be parked in the facilities parking lots overnight will be towed at the vehicle owner's sole expense.

Per the Declarations: Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, boat trailers and unlicensed or inoperable motor vehicles shall be parked and stored on Units only within garages with the doors thereto closed except when the parked or stored vehicle, boat or trailer is being moved in or out within a forty-eight (48) hour time frame. As used herein, the term "commercial vehicles" does not include two (2) axle vehicles which are not larger than minivans or pick-up trucks. Commercial trucks, vans or other commercial vehicles shall not be parked on the street, the driveway or driveway apron, except as may be necessary to effectuate deliveries or services to residents of the Association.

Automobiles, motorcycles, motorbikes, or other vehicles shall not be parked at the Clubhouse with the intent of advertising the sale of such vehicle.

Portable Moving Storage Containers and Dumpsters

Portable moving storage containers may be used when moving into and out of a unit. Dumpsters may be used when doing home improvement projects on units and lots. Portable moving storage containers and dumpster must be parked on the driveway where the move or work is occurring. Portable moving storage containers and dumpsters may not be permanent, and must be removed within 2 weeks of the delivery date.

Trash Containers

All trash and recycling containers shall be covered and shall be stored in the garage or concealed on the side of the unit by an enclosure, fence or bush. Containers are to be put out no earlier than 6:00 p.m. the day before pickup and may not be left out after 10:00 p.m. on the day of pickup.

Unsightly or Unkempt Conditions

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Owner’s property. The outdoor pursuit of hobbies and other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

Landscaping and Lawn Maintenance

Trees, shrubs, ivy or landscaping rocks are to be kept within the property lot lines and may not encroach onto common areas, walkways, or easements.

Prior to landscaping, or any digging, residents must call JULIE for underground utility locations. All lawns must be kept free of debris, well groomed (not to exceed 5 inches), and predominantly free of weeds and dead plant material.

The cost of all lawn maintenance is the responsibility of the Owner and must be kept neatly maintained at all times.

Owners must keep their bushes trimmed and remove or replace any and all dead bushes or trees.

No Prairie Grass landscape is allowed.

The city owns the parkways, which in residential areas, is the land between the curb and sidewalk. A parkway is a right-of-way and contains various utility easements. Owner’s are responsible for mowing and maintaining their parkway, and for keeping their parkway area trimmed and free of weeds.

Decorative Lawn Items

Homeowners are limited to ten (10) lawn decoration items on their front lawn.

Pets

Pets must be caged, fenced (4 foot board on board cedar fence only), or on a short leash when they are outside of the unit or on any Common property. The Owners of the property are responsible for the activities of any pet(s) kept on or visiting the unit and are required to pick-up, remove and properly dispose of litter deposited by any pet(s) on any property throughout the community. Owners are responsible for the actions of any-pet(s) kept or visiting the unit, and shall be liable for any damage caused by such pet(s).

No pet or animal is allowed in the clubhouse unless the animal is a service animal. No pet or animal shall be left unattended on any part of the community, including the common areas. Pets that would be considered dangerous by the Board will not be permitted.

Signage, Advertising, Solicitation and Canvassing

Signs must be of a professional quality and appearance, or Realtor® supplied. No handwritten, unprofessional signage will be allowed. Except for the entrance signs, signs for traffic control or safety, or other Board approved signs, no signs, including political endorsements, or advertising devices of any kind, may be erected, posted or displayed in any common area. "Open House" or "Garage Sale" signs are an exception, but these specific signs may only be displayed from Thursday after 6:00 a.m. to Sunday until 6:00 p.m. Any signs in violation will be removed at the sole cost and expense of the Owner.

Residents may display political signs no earlier than 65 days before the date of an election and three days after the date of an election.

Garage/Yard Sales

Owners and residents may hold two garage sales per calendar year at their unit. Events are limited to three days per event.

Owners and residents may have directional pointer signs on lots owned by others lots with Owner's permission.

Association neighborhood garage sale signs are permitted at entrances to a neighborhood, on private property, or on common areas maintained by the Association.

Signs cannot be posted on utility poles, public buildings, etc. nor shall any sign be placed on fences, fence posts, trees, or the sides of buildings.

Lakes, Ponds and Wetlands

The lake, ponds, wetlands, and any other bodies of water within the Association are primarily aesthetic and NOT intended for recreational use. Swimming, boating, canoeing, fishing, ice skating, or any other recreational activity are strictly prohibited. Certain areas are designated as wetland, migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corp. of Engineers. Releasing wildlife of any kind including but not limited to fish and turtles, placing or removing of plant life (living or dead), yard debris, trash of any kind in any body of water is strictly prohibited.

Tennis Court and Sand Volleyball Court

Tennis Court and Sand Volleyball Courts are available for recreational use. Both courts are on a first-come, first-serve basis, and no reservations system is available.

Tot Lot Playground

Tot Lot Playground is for the use of the community members and available for recreational use.

Holiday Decorations

Holiday decorations shall not be displayed and turned on before the 1st of the month.

Halloween – October 1st

Thanksgiving – November 1st

Christmas – December 1st and must be turn off by January 10th.

Pool

1. All residents must show their Lakewood Crossing Clubhouse Passkey to the staff attendant upon request. All guests must register with the staff attendant. Residents may bring a maximum of two guests per day per unit owned, subject to applicable pool capacity regulations and the pool attendant's discretion. All residents and their guests must obey the pool attendants' instructions. Guests of residents may use the pool only when accompanied by the resident.
2. Persons under 16 years of age must be accompanied by a responsible person 16 years of age or older.
3. Diving is not allowed.
4. No running, pushing, rough play or profane language will be tolerated. Spitting, spouting water, blowing the nose or otherwise introducing contaminants into the pool is not permitted. Swimmers who behave inappropriately will be asked to leave by the pool attendant. The pool attendant has the ability to require any person that is believed to be in violation of any of these Rules and Regulations or in violation of any other posted rule signs, to leave the pool and/or pool area. In addition, if any Owner is found to be in violation of any of these Rules and Regulations or any other posted rule signs, after notice and an opportunity for a hearing, the Owner may have his or her pool privileges suspended.
5. No alcohol, glass containers or breakable objects are permitted in the pool area. Food is permitted only in the designated area. Liquid refreshments are allowed in the pool area provided they are in unbreakable containers.
6. Pets are not allowed in the pool area.
7. Showers are required before swimming. Bathers who leave the pool area for any reason are required to shower before returning to the pool.
8. Proper swim attire is required. Cut-offs and thong suits are not permitted in the pool. Street shoes must be removed before entering the pool area.
9. Kick boards, tubes, inflatable rafts are not permitted in the pool. Only inflatable objects used as swimming safety aids, will be allowed in the pool. No water guns/dispensers are allowed in the pool area. Recreational pool items are permitted at the discretion of the pool attendant.
10. Lockers are available. All items must be removed daily, as well as locks. Locks that are not removed by the end of the day will be cut off.
11. Children not yet toilet trained must wear swim diapers and plastic protective pants at all times when in the pool area.

12. All trash must be put in the containers provided in designated areas. Smoking is not permitted in the pool area.
13. Any person(s) found to be in the pool area before or after hours will lose their pool privileges, and the police may be called for trespassing.
14. Only battery operated radios equipped with ear phones are permitted by pool users.
15. Persons having any skin disease, sore or inflamed eyes, cold, nasal or ear discharge, open sores or bandages or any communicable disease of any kind cannot be admitted.
16. Persons using sun tan preparations that leave a greasy or oily substance on their skin must take a shower and remove these substances before entering the pool.
17. The pool will close when the air temperature is below 67 degrees and/or on rainy days, or if a serious chemical imbalance in the water occurs.
18. During adult swim, no children or babies will be allowed in the pool. Adult swim will occur during lifeguard breaks the last ten (10) minutes of each hour. Swimming is prohibited when thunder is heard or lightening is seen, including a 15-minute period after the last lightening or thunder is detected.
19. All persons using the pool must be dry before entering the clubhouse.
20. Pool parties are not allowed.
21. These rules may be modified at any time. If this occurs, a revised set of rules will be sent to all Owners.
22. Lost or stolen passkeys are to be reported to the Community Manager. There will be a replacement fee of \$20.00 per card.

ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR ANY ACCIDENT OR INJURY IN CONNECTION WITH SUCH US, OR FOR ANY LOSS OR DAMAGE TO PERSONAL PROPERTY. PERSONS USING THE POOL AGREE NOT TO HOLD THE ASSOCIATION LIABLE FOR ANY ACCIDENTS OF WHATEVER NATURE OCCURRING WITHIN THE POOL AREA OR ANY OTHER PORTION OF THE PROPERTY. RESIDENTS WILL BE RESPONSIBLE FOR THE ACTIONS OF THEIR CHILDREN AND GUESTS.

Architectural Review Committee

All modifications or additions to the exterior of a unit or lot must be reviewed and approved prior to construction by the Architectural Review Committee. Please include all information needed to fully describe the type of modification. Complete construction details are required for decks, patios, gazebos, fences, in-ground pools, above ground pools, sheds, patio or any other major architectural modification to a property.

Owners must at a minimum submit the following

- Architectural review form
- Plat of Survey
- Picture or description of architectural item

Modifications or Additions started without prior the approval of the Architectural Review Committee will be subject to a penalty fine of \$500.00 or more, after notice and an opportunity for a hearing.

Above ground and In-ground pools

Above ground and In-ground pools are allowed only with the approval of the Architectural Review Committee. Above ground and in-ground pools must have a 4 foot board on board fence around the perimeter of the property with a lock or a 4 foot fence around the perimeter of the pool with a lock and must comply with all applicable ordinances.

Leasing of Units

The Owner of a unit may rent or lease the entire unit, subject to the provisions of the Declaration and these Rules and Regulations.

If the unit is leased or rented, the Owner is responsible for payment of all assessments and other common expenses. The Owner is also responsible to inform any tenants and residents of the Declarations and these Rules and Regulations. Owners will be responsible for all violations incurred by their occupants and/or guests of the unit. Additionally, Owners shall be liable for any claim, damage or judgment entered as a result of the use or operation of the unit or caused by his or her own conduct.

A legible copy of a signed lease agreement shall be submitted to the Community Association. Within the signed lease agreement, there must be a Rider (Attachment A) document signed by the Owner and tenant specifying that they have read and agree to abide to Declarations and these Rules and Regulations.

Violations of the Declaration, By-Laws, or these Rules and Regulations may result in a fine, or in serious situations, eviction proceedings against the Owner and/or tenant. All fines, costs, and fees will be charged back to the Owner.

Tenants who repeatedly violate the rules and regulations of the Association may be subject to an Action in Forcible Entry and Detainer and be evicted from the unit.

If an Owner is found to be renting any unit in violation of the following Rules, they may be fined \$100.00 per month until they are found to be in compliance.

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

Conduct Code

General Rule of Courtesy – Owners and their guests are expected to abide by the Governing Documents, and to act in a courteous and respectful manner at all times, both on the Association properties and while participating in Association sponsored events. Actions that jeopardize or interfere with the rights and privileges of others, use of profanity, or otherwise abusive or disruptive behavior directed toward a fellow participant, Staff member, or off-site service provider will not be tolerated.

Interference with Staff – Any inattention to duty, or discourtesy on the part of an Association staff member should be immediately reported to the Property Manager or Executive Director. However, under no circumstances will Owners or guests interfere with, attempt to discipline, or otherwise direct staff in the course of Association business.

Safety is Paramount – Any Owner or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. Arguing, or being abusive to Association staff may result in disciplinary action.

Rule Infractions – Management, the Board or the Association's attorney will contact individuals regarding infractions. If the Board determines that a Rule was violated the Board may impose penalties including suspension of facility use and privileges, after notice and an opportunity for a hearing.

ATTACHMENT A

RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of Lakewood Crossing of Hampshire Homeowners Association. By this Rider, the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors ("Board") of Lakewood Crossing at Hampshire Homeowners' Association (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

_____ (Seal)	_____ (Seal)
Lessor (Landlord)	Lessee (Tenant)
_____ (Seal)	_____ (Seal)
Lessor (Landlord)	Lessee (Tenant)

Date: _____

NOTE: A signed original of said lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

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Please complete the following for the Association's use only.

Lessor Information:

Tenant Information:

Emergency Phone - Home

Emergency Phone - Home

Emergency Phone - Work

Emergency Phone - Work

Home Address

City, State and Zip Code

LAKEWOOD CROSSING AT HAMPSHIRE HOMEOWNERS' ASSOCIATION
Compliance Violation – Penalty and Fine Policies

To enable the Board of Directors of Lakewood Crossing at-Hampshire Homeowners' Association to impose sanctions (penalties) for violations of the Declaration, By-Laws, Rules and Regulations or the Architectural Review Committee. The Board has the authorization to impose sanctions for violations of the Declaration, By-Laws and Rules and Regulations.

Imposition of sanctions will generally occur according to the following sequence of events:

1. First Notice of Violation
 - a. Violation is reported to or identified by the Community Manager
 - b. Initial investigation will occur to determine if a violation exists
 - c. If found to be in violation, first violation notice will be sent to the address on record vis First-class U.S. mail
 - d. The First Violation will have the following:
 - i. Nature of the Violation
 - ii. Action Required
 - iii. Inspection Date
 - iv. Potential Penalties
 - v. Correction Date
2. Second Notice of Violation
 - a. Violation persists or not corrected
 - b. Second violation notice will be sent to the address on record vis First-class U.S. mail
 - i. Nature of the Violation
 - ii. Correction Date
 - iii. Action Required
 - iv. Re-inspection Date
 - v. Potential Penalties up to 2 weeks
 - vi. Notice to comply of not more than 15 days, or in some cases, we may only give 5 days - depending on the issue.
3. Violation Hearing
 - a. Owner(s) may request a hearing of their violation. The request must be made in writing and mailed to the Community Manager. The Community Manager will schedule the hearing with the Board and provide notice of the hearing date to the the Owner(s). Owner(s) must attend the hearing in person. Hearings are considered closed meetings. The Board will review the Community Manager's violation report and written correspondence. The Owner(s) shall have the opportunity to present reasons and present documentation why the penalties/fines should not be imposed.
4. Post-Violation Hearing
 - a. The Board will deliberate in closed session
 - b. Penalties/Fines will be voted on by the Board
 - c. If the majority of the Board votes to impose the Penalties/Fines, the effective date of the imposed penalties/fines shall be outlined in a Fine Letter.
 - d. Fine Letter will be mailed via Certified, Return Receipt U.S. mail after the Board's decision.
 - e. If the Board finds that a violation did not exist, then the Penalties/Fines will not be imposed and the Owner(s) will be notified of the determination.

Imposition of Reasonable Fines and Penalties

FINES - The fines shall range from a minimum of \$25.00 to a maximum of \$2,000 for the initial violation as outlined below. The amount of monetary fines within this range is based on:

- the nature and severity of the offence
- conduct of the offending Owner(s)
- number of prior or existing violations

Notwithstanding any other remedy or sections contained herein, once it has been determined that the Owner(s) is in violation, the Board may impose additional daily monetary fines for each subsequent day of the violation. Such continuing fines shall remain in effect until the violation has ceased or has been corrected and the Board has confirmed that this in fact is the case.

Level I Violation	Warning letter up to \$25.00
Level II Violation	Warning letter up to \$100.00
Level III Violation	Warning letter up to \$500.00
Level IV Violation	Warning letter up to \$1,000.00
Level V Violation	Warning letter up to \$2,000.00

PENALTIES - Once it has been determined that the Owner(s) is in violation, the Board may penalize the Owner(s) by suspending the person's rights to use any of the Association's facilities. The suspension shall remain in effect as provided in the Declaration or until the violation has ceased or has been corrected and the Board has confirmed that this in fact is the case.