



RULES AND REGULATIONS HANDBOOK

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INTRODUCTION

As homeowners, we each have different opinions and lifestyles; yet we are living in close proximity. These regulations have been established to preserve the beauty and architectural integrity of our community.

It is the intent of these Rules and Regulations to provide a framework for fair and equitable community living.

Although we are homeowners, the Lakewood Prairie Homeowners Association has legal restrictions which are outlined in the Declaration and By-Laws, a copy of which you received when you purchased your unit. They, as well as any amendments, are posted on the website. The Declaration and By-Laws give our governing Board of Directors the authority to establish rules and regulations pertinent to the Association.

It is not the intent of these rules and regulations to be a substitute for the Declaration and/or the By-Laws. It is essential that each individual be familiar with all restrictions placed on the use of common land, architectural changes, etc., as outlined in the Declaration. Although the wording of the Rules and Regulations has been simplified, it is, nevertheless, legally binding on all residents and unit owners, and their tenants, families, and guests.

Maintenance responsibilities are defined in the Association's Declaration. This Handbook of Rules and Regulations is simply an overview of some key points outlined in the Declarations. Since your conduct and rights are in great part governed by these documents, you are urged to read and become familiar with them.

Any future revisions will be approved at a Board of Directors meeting. This document will be updated and published online immediately after.

GENERAL USE

No part of the Property shall be used for anything other than housing and related common purpose for which the Property was designed.

ARCHITECTURAL CONTROL

To maintain the uniform appearance of the exterior of the buildings and the integrity of the Commons, **no unit owner may alter the exterior of a unit without the specific written approval of the Homeowners Association (SEE EXHIBIT A).**

Any improvement performed without approval or installation varies from an approved application and is a violation and will be assessed a fine in the amount of one hundred dollars (\$100) for each violation.

“Alter,” for this purpose, means painting or staining exterior surfaces with any color other than that which currently exists, or adding or removing anything to or from the exterior surfaces including, but not limited to, fences, decks/patios, sheds, sunrooms, swimming pools or any additions or changes to the existing building.

Requests for exterior alterations must be submitted in writing using the form at **EXHIBIT A** uploaded to CINC under the ACC tab.

Requests must include the following items:

1. Your name and address
2. Description of the proposed alteration;
3. Specifications for the alteration, including size, type, gauge, color, and finish of the materials to be used in the proposed alteration;
4. A drawing of the proposed alteration is in place on a copy of your plat of survey.

The Review Committee will respond to such requests within 45 days from receipt of a complete request.

The Review Committee will decide whether the requested change or improvement is to be authorized and will respond by email or mail. Approvals will not be unreasonably withheld. If a response is not made within the 45-day review period, the homeowner's request is automatically deemed approved. Any exterior alteration made without approval may be ordered removed by the Board at the unit owner's expense. To force compliance with the Board's order, the Board can place a lien on the owner's unit until the alteration is restored to its original condition and the cost of effecting restoration is paid in full. The board's decision is final and binding.

MODIFICATIONS AND ALTERATIONS

The height of buildings and structures containing dwelling units shall not be increased above the height when initially constructed. The size of the driveways and driveway aprons on Units containing dwelling units shall not be increased or the location of such driveways and driveway aprons changed from the size and location established when initially constructed and installed. No dwelling unit shall be expanded so as to encroach onto the front yard, side yard, or rear yard setbacks established by the applicable plat of subdivision or applicable ordinances. The original exterior color scheme of a building or structure may be changed either 1) seven years after the issuance of a certificate of occupancy for the Unit with the written approval of the Review Committee or 2) at any time with the written approval of the Developer. Notwithstanding anything to the contrary, Developer may change the original exterior color scheme for Units owned by Developer.

ASSESSMENTS

All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing that is received after the fifteenth (15th) day of the month shall be considered late. All payments received, even if the payment has been designated to be applied to a specified obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.

Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made later shall cause the Unit Owner to be subject to a Late Charge of Fifteen Dollars (\$15.00) for that late monthly assessment which shall be added to and deemed a part of the Unit Owner's assessment account.

If a Unit Owner's check is not honored for any reason, the Unit Owner will be subject to all fees incurred to the Association's Account plus an additional administrative Returned Check Charge of Thirty-five Dollars (\$35.00). This administrative Returned Check Charge shall be added to and deemed a part of the Unit Owner's assessment account.

Under appropriate circumstances, the Board shall have the discretion to credit back any late charges, which may have been added to a Unit Owner's account.

PAYMENT ARRANGEMENTS AND COLLECTIONS

To keep all payment arrangements fair and consistent, any agreement must meet these criteria to be approved:

- 12-month maximum payment plan arrangement to pay off past due balances.
- The assessment account must be at zero balance at the end of the agreement, including the monthly assessments.
- No previous agreement within 24 months.

Unit Owners who are delinquent for sixty-(60) or more days in the payment of monthly assessments shall be subject to legal action in accordance with the provisions of the Declaration and Bylaws as well as Illinois law. Once legal action has commenced, all legal fees and costs incurred by the Board in the collection of assessments shall be assessed to the Unit Owner as required by the Declaration, Bylaws and Section 765 ILCS 160/1-30(h) of the Illinois Common Interest Community Association Act.

The Board has the discretion to approve payment plans in a case-by-case basis if financial hardship is presented. Before accounts are sent to collections, Unit Owners may request a one-time hearing with the Board to arrange payment. If any payment is missed, the account will be referred to legal counsel for collection.

Collection schedule for past due accounts:

- Day 60- letter mailed to the homeowner by Management informing of account status. 30 days to respond.
- Day 90- Account turned over. Legal performs Tract Book Search & issues collection letters.
- Day 120- Statutory 30-Day Notice and Demand sent pursuant to the Illinois Eviction Act.
- Day 150- Board votes for 10-day Balance Due Letter, record a Lien against title, and/or file an Eviction Lawsuit.

Foreclose Directives: Board votes on a case-by-case basis.

Bankruptcy Directives: Board votes on a case-by-case basis.

LEASES, TENANTS, AND NON-RESIDENT UNIT OWNERS

Each Unit Owner shall be responsible for providing his or her tenants with copies of the Association's Declaration, By-Laws, and Rules and Regulations at the Unit Owner's expense.

Any Owner leasing their Unit must submit a written lease agreement with a term of no less than six (6) months and no more than twenty-four (24) months. The Owner is also required to provide the names and current contact information of all occupants. The Owner must also pay a fee of \$250 at the beginning of the lease and at every renewal.

Owners who do not reside in their unit must provide the Board with their permanent address, work and residential phone numbers, and the tenant's contact information within 30 days of a change in residency. Any costs incurred by the Board in locating an Owner who fails to provide this information will be charged to the Owner as a Common Expense. Unless otherwise required by law, an Owner who fails to provide updated contact information waives the right to receive notices at any address other than the Unit, and the Board, its agents, and assigns shall not be liable for any resulting delays or losses.

CLUBHOUSE POOL

The Lakewood Prairie Clubhouse Pool is open annually from Memorial Day weekend to Labor Day. The pool has rules regarding entry and conduct. Violations of any rule will result in the following actions by the Board: First violation the homeowner will receive a warning, second violation a 2-week suspension of pool privileges, third violation a 1-month suspension, fourth violation pool privileges will be revoked for the season. Please be advised that pool access will also be suspended for any Owner with a payment delinquency of 60 days or more. Homeowners may view all pool information, including applications, restrictions, and hours at: www.lakewoodprairiehoa.com/pool.

CLUBHOUSE RENTALS

All reservations must be booked online. Please be advised that clubhouse access will be suspended for any Owner with a payment delinquency of 60 days or more. Please review the Lakewood Prairie Clubhouse Rental Terms & Conditions

prior to booking at: www.lakewoodprairiehoa.com/terms.

FENCES

No fences of any kind, other than a board on board fence constructed of unpainted/ unstained natural cedar, shall be installed on any Unit. Said fences shall be four (4) feet in height and shall conform to the standards shown in Exhibit "C" to the DECLARATION. Fences installed on a corner Unit shall only be placed behind the single-family residence located on such corner Unit and the fences so placed shall not extend beyond the side of the single-family residence. The fences installed on said corner Unit shall in no way be an impediment to traffic and each such fence must comply with all applicable Village requirements. **SEE EXHIBIT B.**

GARBAGE REMOVAL

Unsightly or Unkempt Conditions.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot/Unit. All rubbish, trash, and garbage shall be stored in the Unit's garage, shall be regularly removed from the property, and shall not be allowed to accumulate thereon. Any unsightly or unkempt conditions shall not be seen from street view. City Ordinance requires all garbage/pickup items must be placed at the curb by 7:00 a.m. on the day of collection, but not prior to 6:30 p.m. on the day before collection. All empty waste containers should be removed within 10 (ten) hours after collection.

Homeowners needing an extension may visit www.lakewoodprairiehoa.com/request to submit a request.

HOLIDAY LIGHTS

Seasonal holiday decorative lights may be displayed between December 1st and January 10th only.

FLAGS/SIGNS

No homeowner may display any flag, sign, banner or similar item that contains profanity, vulgar or obscene language or imagery. Flags and similar items must not be derogatory, discriminatory, or incite hostility toward any individual or group based on race, religion, ethnicity, gender, sexual orientation, or political affiliation. The Board reserves the sole discretion to determine whether a display violates this rule. If a violation is confirmed a \$100 fine will be assessed, and the homeowner will be required to remove the item immediately. Repeat or willful violations may result in additional fines or enforcement action as permitted under the governing documents.

PLAYSET MAINTENANCE

Homeowners with playsets must keep them structurally sound and visually well-maintained. This includes:

- Repairing broken or rotting parts

- Keeping stained or painted finishes in good condition

- Ensuring wood is not splintered, faded, or deteriorated

Failure to maintain a playset will be considered a violation under the “unsightly and unkempt” category and subject to a \$100 fine.

PARKING AND VEHICLES

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. Operable, licensed motor vehicles, including motorcycles, shall be parked only within garages or on the driveway or driveway apron. Operable, licensed motor vehicles, including motorcycles, shall not be parked on the lawn or any other areas of outdoor open space within any Unit. As used herein, the term "commercial vehicles" does not include two (2) axle vehicles which are not larger than minivans or pick-up trucks.

Inoperable vehicles are any vehicles that may not be driven legally on the street. This includes unlicensed vehicles. Additionally, vehicles with flat tires, broken or missing windshields, or on jacks are not allowed to be stored in the driveway.

Each unit is limited to two (2) extension requests per calendar year for all items under Article 5 Section 5.2 Vehicle Parking and Storage. Each request will be limited to a maximum of two (2) additional days beyond the allotted timeframe of forty-eight (48) hours provided in Article 5 Section 5.2.

Any parked or stored vehicle, boat, or trailer must be removed from the driveway for a minimum of seven (7) days to reset the forty-eight (48) hour time frame.

MAILBOXES

Mailboxes must be installed in their original space. The box must be black but the post can be wood or metal. The replacement must have the same amount of mailboxes on them as the original that it is replacing. **SEE EXHIBIT E.** Replacement mailboxes must be approved by the ARC.

DOG RUNS AND PETS

Dog runs are not allowed on the property. This includes any enclosed area within an enclosed or fenced yard that is specifically used for a dog or pet **SEE EXHIBIT D** for examples. The Board has the discretion to determine whether an enclosure constitutes a dog/pet run.

Pets should always be on a leash while in common areas or public areas and cleanup of pet waste must be immediate. This includes all private property, common areas, sidewalks, and the bike path. Homeowners with dogs off leash will be fined (see enforcement of rules and fines) provided there is either photo or video evidence to prove the violation.

SHEDS AND STORAGE CONTAINERS

Storage buildings and sheds of all kinds shall be permitted on the Property provided each conforms to the standards set forth in Exhibit "D" in the Declaration (**EXHIBIT C** in the handbook), is approved by RC, and is consistent in color and materials with the home.

The height restriction is applied to the sidewall of the shed and is restricted to

86-3/8".

Storage containers located on the side of the home must be placed as far back as the lot allows. Storage containers may be purchased or built on your own with approval by the Architectural Review Committee.

All sheds must be painted/sided or replaced to be consistent in color and materials with the home when there is a complete siding or color change of the home within 60 days of the change. All home and shed requests must be approved by the Architectural Review Committee prior to any modifications.

Example of allowable storage container:



SWIMMING POOLS

In-ground swimming pools are allowed, however, above-ground swimming pools are prohibited unless such above-ground swimming pools are decked and skirted. Plans and specifications for both types of swimming pools shall follow the architectural approval process.

Above-ground swimming pools must be decked and skirted within sixty (60) days of swimming pool installation. Decking of above-ground swimming pools shall be at least 20% of the swimming pool's circumference. For example: A 20-foot swimming pool shall have a deck surrounding at least 12.6 feet of the swimming pool.

Decks shall be skirted. Examples such as these are acceptable:



UNSIGHTLY AND UNKEMPT PROPERTY

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit.

Unsightly or unkempt is considered to be any home with excessive weeds, long/unmowed grass, dead landscape material, household items stored on the exterior of the property, missing shutters, missing or damaged railings or siding, faded trim, faded exterior paint, mold or mildew, broken window or door screens, as well as unsealed driveways. Grills are not considered household items and can be stored outside.

ENFORCEMENT OF RULES & FINES

In the event of a violation of these Rules or any other provision of the Association's governing documents, including the Declaration and By-Laws, a homeowner who wishes to report such violation, the Lakewood Prairie Homeowners Association has adopted the Ombudsperson Act. A copy of the Act and homeowner report forms is located on the official website: www.lakewoodprairiehoa.com.

Homeowners will receive a courtesy warning for a violation, provided no prior fines have been issued for the same violation within the current calendar year. The calendar year resets on January 1.

Any homeowner found in violation of these Rules or the Association's governing will be notified via regular mail with an opportunity for a hearing and a deadline to cure the violation. After the deadline passes, if the violation remains, homeowners will be fined as follows:

Garbage Cans: 1st offense - \$50.00, 2nd and further offense - \$100.00.

Architectural Application Violations: \$100.00

Dogs off leash: \$100.00

Inappropriate Flags/Signs: \$100.00

Playset Maintenance \$100.00

5.2 Vehicle Parking and Storage: \$100.00

5.8 Lighting: \$50.00

- 5.9 Fences: \$150.00
- 5.10 Above-Ground Pools: \$250.00
- 5.11 Storage Buildings and Sheds: \$150.00
- 5.13 Dogs Runs: \$50.00
- 5.17 Signs: \$150.00
- 6.4 Unsightly or Unkempt Conditions: \$100.00

All expenses of the Board, including attorneys' fees and costs, in connection with any violations under these Rules and/or the Association's governing documents, shall be charged back to the offending Owner and shall be added to the Owner's assessment account.

ELECTRONIC VOTING

The Board has discretion to conduct elections electronically if they so choose. If the Board decides to conduct elections electronically, the following rules shall apply:

1. Owners may not vote by proxy in elections held electronically.
2. The Board shall use a third-party vendor to store and calculate the ballots that are submitted.
3. An Owner must opt in to vote electronically. Each Owner who chooses to vote electronically must create an account with the third-party vendor.
4. The Board shall provide all Owners with instructions on how to vote at the election not less than ten (10) and not more than thirty (30) days before the election.
5. The Instruction notice shall include the names of all candidates who have given the Board written notice of their intentions to run for the Board.
6. Each electronic ballot will allow Owners to vote for candidates who do not appear on the ballot.
7. Any Owner may choose to opt out of electronic voting and instead vote in person during the election. Any vote cast in person will void any previously submitted electronic vote.

EXHIBIT A

LAKEWOOD PRAIRIE HOMEOWNERS ASSOCIATION ARCHITECTURAL IMPROVEMENT APPLICATION AND REVIEW FORM

Date of Application: _____

Homeowner: _____

Address: _____

Phone: _____ Email: _____

Nature of Improvement: _____

Location: _____

Dimension (if applicable): _____

Construction Material (if applicable): _____

Installer/Contractor: _____

A REPRESENTATIVE DRAWING OF ALL PROPOSED IMPROVEMENTS MUST BE DRAWN ON THE PLAT OF SURVEY WITH LOCATION AND DIMENSIONS. As of the approval date of this alteration, I accept full responsibility for all upkeep of the altered area and agree to maintain it in a safe condition.

Signed: _____ Date: _____

Application will not be valid unless signed

Sketch of improvement is attached: YES NO

Plat of survey is attached: YES NO

Received By: _____ Date: _____

Approved By: _____ Date: _____

Reason for Disapproval: _____

Please submit your application along with the proper documents to:

Submit the completed form to:

Lakewood Prairie Homeowners Association

c/o Retro Community Management

3755 E. Main Street, Suite 130, St. Charles, IL 60174

or email: customercare@retrocmweb.com

EXHIBIT B

FOUR AND SIX-FOOT FENCES

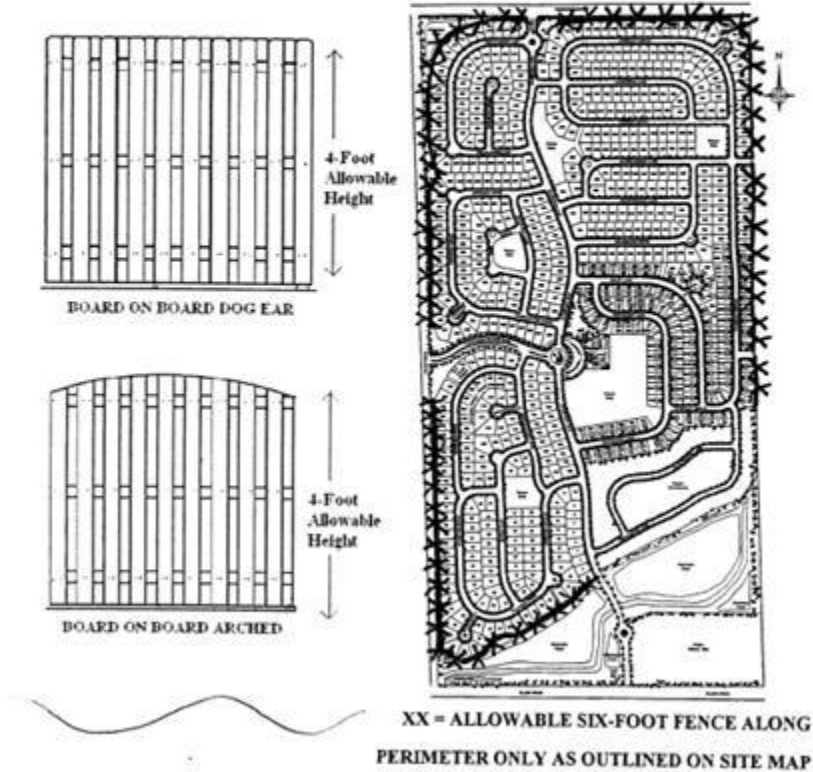


EXHIBIT C

STORAGE BUILDINGS AND SHEDS



The Woodbridge

- *Nominal Size - 10' X 8'
- square Feet- 80
- Exterior Width - 118-3116"
- Exterior Depth - 97-3/4"
- *Height - 86-3/8"

EXHIBIT D



EXHIBIT E

