The Lakewood Condominiums Association

Rules And Regulations

The Lakewood Condominium Association Rules and Regulations

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INTRODUCTION

The Association welcomes you to Lakewood. We sincerely extend our best wishes to you in your new home and hope you will enjoy living in our community.

Lakewood consists of 478 Condominium units in 52 separate buildings on more than 33 acres of land. Because of the size of our community, rules and regulations are needed to keep things running smoothly and to ensure pleasant, comfortable and enjoyable living in our community.

The information and rules and regulations contained in this booklet are for the purpose of achieving and maintaining this goal, as well as to comply with the Lakewood Condominium Association Declaration and By-Laws and the Illinois Condominium Property Act.

The rules and regulations apply to all Unit Owners, occupants, tenants and their guests.

I. THE ASSOCIATION

A. Board of Managers-

Composition of the Board -

- a. Our Association's Board of Managers is comprised of nine members elected at the annual meeting(s) of members. Each director is elected for a two-year term. The Board elects its own officers. A quorum of the Board consists of five members. At least four open meetings are held in the Lakewood Clubhouse at 700 Waterford Road, Schaumburg, Illinois, each year. The date and time of each meeting is agreed upon by the Board and posted in each of the 52 buildings at least forty-eight (48) hours prior to the meeting.
- b. A Board member may only be removed from his/her position in the following manner. If 20% of the Unit Owners sign a petition requesting the impeachment of the Board member, a meeting will be held within thirty (30) days of the receipt of the petition for the purpose of voting on the removal of the Board member. If 66-2/3%

of the total vote of the Association members vote to remove the director, the Board member will be removed from office.

c. A Board member may be suspended by a 2/3rds majority of the Board of official misconduct, including delinquency, conflict of interest, conduct unbecoming a director, etc. In order to suspend a director, the director is entitled to notice and a hearing.

Election to the Board-

- a. The election of Board members takes place at the annual meeting, which is usually held in December of each year at the Clubhouse. Each Board member is elected to serve a two-year term, and may run again when his/her term expires. The members are elected in staggered terms, with five people elected during odd-numbered years and four people elected during even-numbered years. In the event a Board member resigns his/her position, the Board will choose his/her replacement by a 2/3rds vote and that person will serve until the next annual meeting and then may run for reelection.
- b. The officers of the Association consists of a President, Vice President, Secretary and Treasurer, and are elected by the Board of Managers. Officers are elected for a one-year term and may choose to run again for office provided they remain on the Board and are in good standing.
- c. All candidates for election must be an Owner in good standing. Good standing requires being current in the payment of all common expenses and have no pending matters regarding violations.

3. Responsibilities of the Board-

a. The Board of Managers is charged with the responsibility of the direction and administration of the property. If you are interested in serving as a Board member, you should first volunteer to serve on a committee. In order to obtain valuable training. When you receive the notice of election, you may wish to submit your name to be placed on the ballot.

- If serving on the Board does not interest you, you might be interested in serving on one or more of Lakewood's various committees. Please inquire at the Management Office.
- 4. Communication with the Board- All communication with the Board should be done via a <u>written</u> note or letter. If you feel something needs to be brought to the Board's attention or need the Board to give its approval for a change you are planning (see "General Maintenance" and "Decorating"), please drop off your <u>written</u> request at the Management Office and the Management will make sure the Board receives your request.

B. <u>Common Elements</u>-

- Common Elements include those portions of the property which are accessible to all, such as streets, stairwells, hallways, laundry rooms and bike rooms, and those that are not accessible to all, such as roofs, boiler rooms, meter rooms, etc. Certain portions of the Common Elements are defined as Limited Common Elements, which exclusively serve a single Unit.
- 2. Because Condominium ownership is a form of home ownership, the maintenance of all items within your unit is your own responsibility. In general, you own your unit from the paint in; the Association maintains the common Elements from the primer out. You also are responsible to maintain, repair and replace the front door serving your unit and its lock (s), your windows, patio doors and screens. Screens and doors must be kept in proper working order. These are all considered "Limited Common Elements." The Board has the right to repair or replace any Limited Common Elements, including any door, screen or window in a state of disrepair, and assess the cost back to the Owner.

C. <u>Management</u>-

 It is up to the Board to determine whether or not the property should be self-managed, or if it should use the services of an outside management company. Currently we are self-managed. In general, the Board sets the policy and

- Management implements it while also handling all of the routine operations on the property.
- 2. Lakewood's office hours are from 9:00 a.m. to 5:00 p.m. on Monday, Tuesday, Thursday and Friday and 11:00 a.m. to 7:00 p.m. on Wednesdays. Our telephone number is (847) 895-3153. We suggest calling first. Proper decorum is expected in the Management Office and all official Board functions. Foul and obscene language will not be tolerated and violators will be fined.
- 3. If it is after business hours and you have a buildingthreatening emergency, such as a burst pipe, please call the number above and you will be given instructions. If it is determined that you have called our emergency number with a non-emergency, you may be fined.

II. ANNOYANCE AND DISTURBANCES:

- A. No Owner, resident and/or their guest shall make or permit any disturbing noises in the building or in any of the Common Elements at any time which will interfere with the rights, comforts or convenience of other Owners and residents of the building and/or complex. The following are examples of annoying or offensive behavior:
 - Excessive or disturbing volume of television sets, radios and stereos, live or recorded music/voices, including that from cars driven on Lakewood property.
 - Use of power tools, hammering, horn honking, vacuuming before 8:00 a.m. (9:00 a.m. on weekends) or after 10:00 p.m.
 - Use of laundry facilities anywhere in the building before 7:00a.m. and after 10:00 p.m.
 - Pet noises and odors, cooking odors and all other types of noxious odors and/or fumes.
 - 5. Hanging any type of laundry items in the Common Elements.
 - 6. Rubbish, debris and other unsightly materials which are in view of the Common Elements.
 - 7. Entering/Exiting Building- Whenever entering or leaving the

building (particularly before 9:00 a.m. and after 7:00 p.m.), please do so as quietly as possible out of consideration and respect for your neighbors, taking special care not to let any doors slam.

- Fireworks- Fireworks, firework displays and firecrackers are strictly prohibited by Village of Schaumburg ordinances.
- Playing/Loitering in Common Elements- Playing or loitering is not permitted in the hallways, stairways, foyer or on inside or outside steps of the buildings. No dirt, garbage or other refuse shall be deposited in the common hall area.
- Smoking- Smoking is not permitted in the Common Elements, including the hallways, entrances and laundry rooms of the buildings.
- B. The Board of Managers reserves the right to establish additional criteria to define "nuisance" for purposes of this Section.

III. ASSESSMENTS:

- A. Monthly assessments are due on the first day of each month. Payments received after the tenth (10th) of each month in which they are due will be assessed a late charge of \$50.00.
- B. If assessments are more than thirty (30) days late and the delinquent owner(s) has/have not met with Management to arrange for payment during those thirty days, the account may be turned over to the Association's attorney for collection. Any costs incurred by the Association, including legal fees, will be assessed back to the owner's account. Any Unit Owner who is more than thirty (30) days in arrears will lose voting privileges, will not be eligible to be on the Board and shall not be a member in good standing. They shall forfeit their right to use the recreational facilities until their account is paid in full.
- IV. BALCONIES AND PATIOS: Balconies and patios are Limited Common Elements and are to be kept neat, clean and free of clutter.

A. Only the following items are permitted on balconies and patios:

- Lawn or porch furniture.
- Window boxes and flower pots.
- Covered cooking grills and/or self-contained gas grills. (It is

recommended you close your balcony/patio door while barbecuing to prevent interior damage. An accessible portable chemical fire extinguisher is also recommended when the grill is in use. In order to prevent damage to your unit and to keep smoke from entering the unit above your unit, barbecue grills should be place at the closed end of the patio/balcony.) The use of accelerants to prohibited.

- B. Do not shake dust mops, rugs or other items over balconies/patios or out of windows. No debris shall be disposed of over the balconies/patios.
- C. No drying or airing of clothing, carpeting or laundry or hanging of clotheslines is permitted.
- D. No planting is permitted on the Common Elements adjacent to patios without the written consent of the Board.
- E. Please do not hold conversations which could disturb others or yell across the community from the balconies/patios.
- F. With the exception of the disposal of live Christmas trees during the scheduled dates, do not throw anything over the balcony railing at any time.
- G. If any damage or discoloration occurs to the bricks or outside premises (Common Elements) due to negligence of the unit occupants and/or Unit Owner, the cost of repair shall be charged to the Unit Owner. Residents must provide access to the unit and to the balcony/patio associated with the unit in order to allow the Association to make any inspections and/or necessary repairs when, in the determination of the Association, such access is necessary.
- H. The Association is not responsible for items damaged, lost or stolen from balconies/patios.

V. BICYCLES AND BUGGIES:

- A. The bike and buggy rooms, located on the first floor of each building (underneath the laundry room), are solely for the storage of bikes and buggies. Other items must be stored inside of the individual unit.
- B. The Association is not responsible for items damaged, lost or stolen from bike and buggy room.

VI. BIRDS:

- A. Many birds nest around the lake and residents have grown to enjoy them as part of our natural surroundings. The birds need to be confined to the lake area for their safety and the upkeep of the grounds.
- B. Due to the overpopulation of birds at Lakewood, feeding the birds is strictly prohibited.
- C. Lakewood also enjoys a wide variety of smaller birds who can be heard merrily chirping throughout the day. Unfortunately, these birds sometimes get into homeowners' vents and chimneys and can cause problems. If you are having troubles due to birds, please call the Management Office and we will try our best to assist you in solving this problem.

VII. COMMON ELEMENTS-INTERIOR/EXTERIOR:

- A. <u>Damage-</u> Each Unit Owner is responsible for any damage to Common Elements caused by themselves, their tenants or their guest as a result of negligence, carelessness or misuse. All costs for repair or replacement, along with costs of enforcement, if appropriate, will be billed to the Unit Owner.
- B. <u>Deliveries</u>- Please take in any newspapers, deliveries, etc. promptly to minimize the possibility of accidents or theft. Please put newspapers delivered to the outside of the building inside the foyer as a courtesy to your neighbors. Direct junk mail is your own responsibility to discard. Please do not leave it on the mailbox ledge.
- C. Furnace/Air Conditioner- It is recommended that you change your furnace filters monthly. If your unit has its original furnace, the size of the filter is 12" x 24" x 1". You should find that changing your filters often will reduce your heating and air conditioning bill and it should also cut down on the accumulation of dust in your home.
- D. Landscaping- The Association wishes to preserve and improve the landscaping of the grounds. It is important to have your cooperation in keeping the grounds free of debris. Unattended bicycles, toys and any other equipment are not to be left on the Common Elements. Partying, sports activities and loitering on the lawn areas are prohibited. Each Unit Owner and/or lessee is responsible for all damages, including sod replacement.
- E. Storage in Hallways- For the safety of all residents and also to comply

with the Village of Schaumburg's fire codes, articles such as toys, bicycles, wagons, carts, etc. will not be permitted in the hallways, entrances or on or under the stairs at any time. Boots, boot trays, umbrellas, shoes; doormats and any other obstructions are also prohibited in the hallways or at the unit entrance doors in the hallways or building. Any such item found in the above mentioned areas may be confiscated.

VIII. DECORATING-INTERIOR/EXTERIOR:

- A. No alteration, addition or improvements to any Common Elements shall be made by any Unit Owner, resident and/or lessee without written authorization from the Board of Managers.
- B. Each Unit Owner/lessee is responsible for any alterations, additions or improvements within his/her unit. Licensed and bonded contractors and certificates of insurance, along with proper building permits, must be obtained before making any changes. Such alterations, additions and/or improvements which affect the structural integrity of the building and/or increase the insurance liability of that structure are strictly prohibited.
- C. Absolutely no changes may be made to any exterior surface without written authorization from the Board. Alterations, additions or improvements to the interior of a unit which are permanent in nature and extend beyond the wall(s) of the unit must be approved by the Board prior to installation.
- Unit Owners will be responsible for any damages and removal costs resulting from non-adherence to the rules stated above.
- IX. EXTERMINATION SERVICE: For the benefit of all Unit Owners, Lakewood has retained an exterminator to periodically check the property and spray the Common Elements as needed and individual units upon request, to keep our bug population down. Should you have a "critter" problem, please contact Management so a visit from the exterminator can be arranged. Remember, this service is part of your Association fee, so don't be bashful!

X. FIREPLACE/CHIMNEYS/FURNACES:

- A. All of the top story units at Lakewood are equipped with a fireplace. The chimneys and chimney stacks for these fireplaces are considered Limited Common Elements. The Owners are responsible to maintain, repair and replace the Limited Common Elements serving their unit.
- B. A dirty chimney is a fire hazard. Lakewood requires all top floor Unit

Owners to have their chimneys cleaned once every three years. a copy of the invoice for this work must be submitted to the Management Office.

- C. Lakewood requires all Owners to have their furnaces cleaned and checked annually. A copy of the invoice must be provided to the Management Office. Only Association-approved contractors may perform work on your furnace. A list of approved contractors is available through the Management Office.
- D. Failure to comply with the above inspections may result in a fine. In addition, Lakewood reserves the right to have this work performed and billed to the Unit Owner. This amount will act as a lien against the unit until paid in full.

XI. GARBAGE DISPOSAL:

- A. All garbage must be deposited <u>inside</u> of the dumpsters surrounding the perimeters of the property. Garbage should be placed in a plastic bag and sealed.
- B. Lakewood has regular garbage pickup three times a week (Monday, Wednesday and Friday) and recyclable garbage pickup once a week (Wednesday). The dumpsters are for the use of residents only. If you see anyone you suspect may not live on the property using one of the dumpsters, please write down the license plate number of their vehicle and call the Management Office with the information during business hours.
- C. <u>Disposal of Christmas Trees</u>- If live trees are used for any decorative purposes, they must be disposed in accordance with State and Village laws. A law regarding the disposal of lawn waste, which includes Christmas trees, went into effect July 1, 1990. The specifics for disposing of Christmas trees will be posted in each building at the holiday season, and it will also be included in Lakewood's newsletter. Failure to dispose of a Christmas tree in the proper manner may result in a fine. Trees should be removed through balconies and patios. Trees may not be removed through the hallways.

XII. GENERAL MAINTENANCE:

A. Each Unit Owner is responsible for all maintenance, repairs and replacements within his/her unit, including windows and doors. The Board of Managers mandated, at its April 4, 2001 Board meeting, that all owners must replace all original windows and sliding glass doors, by January 1, 2004. Only Board approved contractors may perform this work. A list of

- approved contractors is available from the Management Office. Also included in items each unit owner is responsible for are all personal property, furnishings and additions and improvements to each unit.
- B. Charges for damages to a unit that are directly attributable to another unit, such as a dishwasher flood, toilet seal breaking, overflowing bathtub, etc., will be charged to the Unit Owner whose unit caused the damages. The Association will not pay for repairs to the Common Elements caused by an individual Owner or their agent.
- C. Repairs on heating/air conditioning appliances, plumbing (faucets, toilets, shower heads and other plumbing fixtures) located within the unit are also the Unit Owner's responsibility. Only association approved contractors may work on an air conditioner or furnace.
- D. Any major repair work requires an accredited contractor and any damage as a result of such repair work will be billed to the Unit Owner.
- E. All major remodeling work must have a building permit from the Village of Schaumburg and also must have <u>written permission</u> from the Board.
- F. The following areas are strictly off limits to all Unit Owners, tenants, guest and contractors without the express written permission of Management-roofs, boiler rooms, meter rooms, main pipes, water heaters, intercom system and antennas common to a building. Only Ameritech and AT&T, or any company who may purchase these companies, will be granted permission to access the telephone equipment within the building. Anyone found guilty of trespassing or tampering with any of the above mentioned items will be subject to pay all damages incurred and may also be subject to a fine.
- G. Any maintenance or repair work done by a privately-hired contractor or Unit Owner that is likely to disturb another resident should not begin before 8:00 a.m. (9:00 a.m. on weekends) and should conclude by 10:00 p.m.

XIII. INSURANCE

- A. <u>Common Elements</u>- All Common Elements will be covered for fire and other hazards by the carrier selected by the Board of Managers. Premiums will be paid out of the Common Expenses.
- B. <u>Personal Property</u>- Each Unit Owner is responsible for his/her own insurance on the contents of his/her own unit. This includes all personal property, furnishings, property stored elsewhere on the property

- (i.e., bikes and buggies) and also the appliances, furnace, air conditioning unit, kitchen fixtures, bathroom fixtures, windows, window frames, carpeting, etc. Each Unit Owner is also responsible for any damages caused to another unit that are directly attributed to the Unit Owner's unit, and not from the Common Elements. The Association strongly recommends Unit Owners purchase condominium insurance which should cover all of the above. The Association also suggests that tenants purchase renter's insurance which would cover their own belongings. All homeowners must provide copies of their homeowners and renter's policies to the Management Office, annually, 10 days prior to the beginning date of the policy.
- XIV. KEYS: All Unit Owners are requested to provide the Management Office with a set of keys to their unit(s). Management will keep the keys under lock and key. They will only be used in case of emergency, when it is necessary to gain access to a unit to make repairs to the Common Elements or when Management deems necessary. Management will attempt to provide reasonable notice prior to entering the unit, unless it is an emergency. Unit Owners will be responsible for any damage and/or repairs should entry be needed and keys are not available. "Emergency or necessary" repairs consists of any condition which threatens the structural integrity or condition of the building, the Common Elements or another unit. Management reserves the right to determine what constitutes an emergency or necessary repair.

XV. LAKE AND PLAYGROUND AREAS:

- A. The lake area is for scenic and water retention purposes only. It is not intended for recreational use. Absolutely no boating, fishing, swimming or skating is allowed.
- B. Adult supervision is required for all residents or guests under the age of seven years at the playground area, as well as the grounds of Lakewood. Playground hours are from 8:00 a.m. to 9:00 p.m.
- C. The village of Schaumburg has set a curfew of 11:00 p.m., Sunday through Thursday, for children under 18 and 12:00 a.m. on Friday and Saturday. Lakewood adheres to the curfews as set by the Village.

XVI. <u>LAUNDRY:</u>

A. Laundry in your own building may be done anytime between the hours of 7:00 a.m. and 10:00 p.m. The washers run approximately 40 minutes per cycle and dryers run approximately 45 minutes per cycle. Residents are responsible for removing their clothes from the machines promptly. In the

- event residents fail to do so, the next resident may remove the clothes from the machine(s). The Association is not responsible for any losses or damages incurred by residents.
- B. Do not overload the machines. This is the number one cause of malfunctioning equipment. If you notice a machine is not working properly, please call the 800 number listed on the machine. Repairs are not available on the weekends. Do not insert foreign coins into the laundry equipment; this is the second leading cause of malfunctioning equipment.
 - C. Whenever you are not in the laundry room, the doors must be kept closed at all times. It is a safety hazard not to do so. As a consideration to your neighbors, do not let the laundry room doors, hallway (fire) doors or the door to your unit slam.
 - D. Whenever you are finished with a machine, please check to make sure it is clean. Clean the lint traps, turn off the lights and leave both the washer and dryer doors <u>open</u>. If you spill laundry detergent, please wipe it up immediately.
- E. Smoking is not permitted in the laundry room. Only laundry-related, i.e., lint from the dryer and empty detergent bottles, may be deposited in the waste basket in the laundry room.
- F. Absolutely NO DYE, TINTING OR OTHER COLORING materials are permitted in the washers or dryers. Heavily-soiled work clothes, large rugs, bedspreads and/or other oversized articles should not be washed in the machines. Please take them to a commercial laundry.
- XVII. CRIME-FREE MULTI-HOUSING PROGRAM REQUIREMENTS: The Lakewood Condominium Association is a member of the Village of Schaumburg Crime Free Multi Housing Program (CFMH). As a requirement of belonging to this program, the Lakewood Condominium Association has implemented and agreed to actively enforce the following:
- Owner must notify perspective tenants that Lakewood Condominium is a member of the Village of Schaumburg's Crime Free Multi Housing Program.
- B. Owners must present prospective tenants the Crime Free Lease Addendum and the Rules and Regulations and explain to the tenant that tenant must sign the agreement and the Rules and Regulations prior to finalizing any lease with Owner and receiving possession and keys to the owners unit for rent.

- C. Owner must obtain a rental application from prospective tenant and immediately submit it to the management for approval.
- D. Owner must have a background/criminal check performed on all (juvenile and adult) prospective tenants. The association has the right to verify all of the information submitted, and if found to be false or misleading, will demand immediate eviction of the tenant (s). In such a case, upon notice and opportunity to be heard, if cause is found, a \$500.00 fine will be assessed every 10 days until the tenant(s) are evicted.
- E. Owner must have the Crime Free Lease Addendum signed by any new tenants and must make it a part of the lease. The Owner is also required to submit a Crime Free Addendum with an executed copy of the lease to the Management Offices with 10 days of leasing their premises along with the Prospective Tenants form, stating the number and name of all occupants who will be residing at their unit, and a copy of the Lease agreement.
- F. Owners cannot rent their condominium to any person or persons who have been convicted of any criminal offense in the last five years, or who have ever pled guilty or no-contest to, or been convicted of a felony that involved drugs, weapons, gangs, theft, violence or endangered the health, safety or welfare of others. (Any questions regarding specifics please call the Management Office).
- G. The Rules and Regulations of Lakewood Condominiums as amended.

SHOULD ANY OWNER FAIL TO COMPLY WITH ANY OF THE ABOVE LISTED RULES, THEY WILL BE GIVEN NOTICE AND AN OPPORTUNITY TO BE HEARD ON THE MATTER. SHOULD THE VIOLATION ALLEGATION BE SUPPORTED, A FINE MAY BE IMPOSED IN ANY AMOUNT.

Activities on the property such as, but not limited to: disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness, disorderly conduct, domestic violence, child abuse, assault, burglary, party out of control, theft, possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property, after notice and opportunity to be heard on the matter may result in the assessment of fines.

These rules become effective immediately upon adoption by the Board of directors.

In regards to the Crime Free Lease Addendum, all lease agreements signed prior to this day will be grand fathered through the term of the lease, or for six months from the effective date of these rules, whichever comes first. This means that if your lease renews prior to six months from the effective date you must then provide Lakewood Condominiums, within ten days of the renewal date, a signed copy of the Crime Free Lease Addendum and a copy of the new lease agreement or removal agreement. If your present lease expires later than six months from the above date, you must provide Lakewood Condominiums, within six months of the policy date, a signed copy of the Crime Free Lease Addendum and a copy of a new lease agreement. Owners are responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at Lakewood Condominiums-Each year, a new Crime Free Lease Addendum must be completed, regardless of whether the lease expires or not.

XVIII. <u>LEASING OR SELLING:</u> See page 16, Moving, for move-in, move-out fees and fines.

A. <u>Leasing-</u>

- 1. "For Rent" and "For Lease" signs are not allowed anywhere on the property.
- Owners hiring another person/firm to manage their account with Lakewood must also provide Lakewood with their own personal address and home and business telephone numbers.
- Owners should inform management if their Unit will be vacant for more than 30 days.
- 4. Per the Illinois condominium Property Act, Owners must present Management with a copy of all new leases at least ten days prior to tenant occupancy or the date the lease is signed, whichever occurs first.
- A copy of all renewed leases shall be provided to the Management Office within ten days of signature.
- 6. No unit may be rented for transient or hotel purposes. All leases must be of at least twelve (12)months' duration. A lessee may not sublet to a third party or rent out less than the entire unit.
- 7. With the sole exception of family members, no Unit Owner may lease a unit other than on a written form of lease, which must include a provision prohibiting tenants from keeping a dog in the unit. Any Unit Owner allowing a family member to live in his/her

unit without the benefit of a lease must provide the Management Office with a written agreement and have said family member provide management with a signed and notarized <u>original</u> copy of the "Prospective Tenant Agreement" form, which may be obtained from the Management Office.

- 8. Investor-owners must provide the tenant with a current copy of the Lakewood condominium Association's Rules and Regulations. All Tenants are required to adhere all of the rules and regulations at Lakewood. Fines for infractions committed by tenants will be charged to the Unit Owner.
- All tenants are required to have proper nameplates and parking stickers. There is a fee to provide the same. Nameplates may be ordered in the Management Office.
- 10. Each Unit Owner was provided with one recreation pass at the time of purchase of his/her unit. It is up to the Owner to determine whether or not to give this pass to the tenant. There is a fee for duplicate passes. Annual information will be sent out relative to pool passes.

B. Selling-

- "For Sale" and "Open House" signs are not permitted on the property.
- Please notify Management as soon as you have placed your unit on the market. The Management Office will provide you with an information packet which you will need in order to self.
- Prior to closing, Management will need to put together a status letter for the mortgagee indicating the status of your Lakewood account, waiving the Association's right of first refusal, etc. There is a fee for this service. Before we issue this letter, however, we will need a copy of the sales contract and a signed and notarized original copy of the "Prospective Buyer Agreement" from the buyer, indicating he/she has read the Rules and Regulations and agrees never to have a dog on Lakewood's property or inside of their unit. The form for this statement will be included in the information packet.
- 4. The Unit Owner is responsible for giving the new buyer a copy of the Declaration and By-Laws. If you would like Management to do this, there will be a charge for this 490-page, legal size document.

- 5. It is the seller's responsibility to provide the buyer with keys to the bike and buggy room and to the furnace room. Any owner who needs these keys must contact the Management Office. A fee may be charged for this service.
- 6. The Management Office charges a \$100.00 fee for the paperwork required for a sale.
- C. <u>Refinancing</u>- The Management Office charges a \$25.00 fee for the paperwork required for refinancing, second mortgages and/or home equity loans.

XIX. LOST AND FOUND: If you find any item, please bring it to the Management Office located inside the clubhouse. A lost and found department has been established there and items will be kept for a maximum of seven (7) days before being discarded.

XX. MOVING:

- A. Anyone moving into Lakewood must pay a \$100.00 move in fee. Anyone moving out of Lakewood must pay a \$150.00 move out fee. Status letters, required for closings, will not be released until these fees are paid. Failure to pay any of these fees will result in a \$500.00 fine. These fees must be paid in Cashiers Check or Money Order, 10 days prior to the occupant vacating/moving in.
- B. All persons moving in or out of the building must not damage any of the Common Elements or another's unit. Owners are responsible for any damages to the walls, wall surfaces, carpeting and doors, and will be responsible for making restitution for any damages caused by themselves, their families, visitors and/or tenants.
- C. All moves must be from the curb and never from the fire lanes or the lawn. Furniture may not be moved through the patio doors, with the exception of first floor units.
- XXI. NAMEPLATES: All units are required to have engraved name plates on both the intercom and mailbox. These nameplates must be ordered from the Management Office. There is a minimal fee for this service. Nameplates not obtained from the Management Office are not acceptable. New residents of Lakewood will receive nameplates and vehicle stickers at no cost, providing they order them at move in.

XXII. NUMBER OF OCCUPANTS IN UNIT: The number of people occupying any unit at Lakewood shall conform to any and all codes of the Village of Schaumburg. This is two people per 100 square feet of bedroom space.

XXIII. PARKING, MAINTENANCE AND TRAFFIC:

- A. Speed Limit- A speed limit of fifteen (15) miles per hour has been established for all driveway areas.
 - Driving a vehicle anywhere on the property at an excess rate of speed is prohibited. Violators may be subject to fines or other legal action.
 - All residents are responsible for the conduct of their guests, including the abuse of the Association's traffic rules, speed limits and parking restrictions.
- B. Parking- The cooperation of all is required to control parking. Certain basic guidelines apply:
 - At no time should <u>fire hydrants</u> or <u>fire lanes</u> be blocked.
 - 2. All vehicles must display a numbered parking sticker which corresponds to the number of the parking space in which the vehicle is being parked, have current license plates and a Village municipal sticker. The Lakewood parking sticker must be placed on the rear window of the driver's side. To obtain additional stickers, please contact the Management Office.
 - All residents must have current vehicle registration forms on file with the Management Office.

C. Abandoned Vehicle

1. Any vehicle which is in a state of disrepair rendering it in capable of being driven in its present condition and presents an immediate danger to health and safety; or which has not been used or moved for seven (7) consecutive days or more; or which does not have a current, valid vehicle license plate and municipal sticker, if required; or which is such that the acts of the vehicle clearly indicate it has been abandoned, are not allowed to be kept in the development and will be deemed to be a non permitted vehicle (see below).

2. After the vehicle is ticketed by the Association, the owner of the vehicle will be given seven (7) days to correct the violation, or the vehicle will be towed at the owner's expense.

D. Permitted Vehicles-

- Passenger type automobiles, and those commonly referred to as mini vans and SUV's, having no more that four entry doors, which are used for personal purpose and displaying a valid parking sticker.
- 2. Motor bikes and motorcycles that are registered and licensed to be ridden on Illinois roads and highways, and displaying a valid parking sticker. Motor bikes and motorcycles may not be parked on balconies, patios or any grassy area. Motorcycles may not be used to reserve a space for any vehicle.
- Boats, campers and other recreational vehicles may be parked in the restricted areas on the property located on the far south side for less than seventy-two (72) hours. No vehicle of this type may be parked for more than seventy-two (72) hours.

E. Non-Permitted Vehicles-

- Any car, truck, van or other vehicle not in working condition or deemed to be abandoned.
- Any camper, trailer or boat (except as permitted under Section D.3 above.
- Any vehicle not currently licensed by the State of Illinois.
- Any vehicle requiring a "C" license plate.
- Tractor cabs and trailers.
- 6. Any vehicle that is not used by an Owner on a weekly basis. This includes, but is not limited to, secondary or pleasure vehicles, including motorcycles, that are owned by a resident as a hobby car.
- Non-street-legal dirt bikes.

F. General Parking Rules-

 Permitted vehicles may park pursuant to Association rules and regulations. No non-permitted vehicle is permitted to park on the

- property except for commercial vehicles when doing business with a resident during normal business hours.
- Vehicles may not be parked so as to obstruct passage, ingress or egress or other vehicles or persons on the property. All vehicles shall be parked within permitted limits or within designated areas.
- All vehicles are restricted to paved surfaces and there shall be no parking on routes of passage, lawn areas and/or sidewalks.
- 4. If any vehicle is obstructing passage, the owner will be contacted. If no contact can be made or if the identity of the owner cannot be determined, the vehicle may be towed at the owner's expense.
- Repairs, except for emergencies such as flat tires, are not permitted. In addition, washing of vehicles is prohibited.
- All vehicles shall be moved or relocated at the request of the Board or Management when necessary to facilitate snow removal.
- 7. Parking directly in front of the entrance to any building or in a designated fire lane is not permitted.

G. <u>Enforcement</u>-

- In the event of a violation of these rules, Management may issue a ticket to the vehicle and/or send a notice of violation to the resident or merely issue a warning. Any violation notice may also include a notice of violation and a hearing for the purpose of levying a fine. The notice shall provide the date, time and place of the hearing. Hearings will be conducted in accordance with these rules.
- The Board or Management will notify the Association's designated towing company to remove any vehicle in violation. All costs will be charged back to the Unit Owner, whether it is the Unit Owner's, tenant's or guest's vehicle.

XXIV. PETS:

- A. Pets shall be limited to those species considered usual household pets, however, <u>dogs are not allowed</u>. Licensing and quantity of pets shall be as required by the Village of Schaumburg ordinances. Other pets can be kept provided:
 - They are not kept, bred or maintained for any commercial purpose.

- They are not causing or creating a nuisance or unreasonable disturbance.
- 3. They are kept inside of the Owner's/lessee's unit, except when the pet is being transported to a vehicle, at which time they must be transported either in a cage or in the Owner's arms. This means the animal will not touch the ground in the hallways, stairs, sidewalks, grass, streets or any other Common Elements at Lakewood. The animal may not be allowed on any balconies or patios.
- The pet weighs less than twenty (20) pounds.
- They are not of such a breed, species or type that poses a threat of harm to any Association resident or guest.
- XXV. RECREATIONAL FACILITIES: The recreational facilities at Lakewood are intended for the use and enjoyment of all Owners, lessees and their guests who are in good standing with the Association. "Good standing" is defined as being current in all regular and special assessments, as well as being in compliance with all rules and regulations. The use of the pool, clubhouse, game room and tennis courts is a privilege to those who use and preserve these amenities.

A. Clubhouse-

- The clubhouse is available for private functions. You will need to make reservations through the Management Office. The Association has established specific rules and contract forms for this arrangement which are available in the Management Office. Reservation of the clubhouse does not include the use of the swimming pool or upper deck.
- 2. Children under the age of 18 are not permitted to use the clubhouse without supervision. The business office is located in the clubhouse and strict decorum must be maintained at all times. While there are washrooms and a drinking fountain in the clubhouse, this is not a public building. All residents are expected to use the restroom facilities at their own homes, except when using the swimming pool.

B. Swimming Pool

- 1. Your pool pass requires annual validation. You must be a member in good standing to use the swimming pool. Anyone who is behind on his/her assessment fees or owes any monies to the Association will not have his/her pass validated until those accounts have paid in full. Renters can obtain a pass from their landlord. If at any time an Owner's account becomes delinquent, Lakewood employees will be instructed to deny them permission to use the facilities, and may confiscate the pass until the account is cleared up with Management. Lakewood residents must use the recreation pass assigned to their own unit. If a resident does not have a pass, he/she may not use Lakewood's recreational facilities as a guest of another resident/Owner.
- 2. There is absolutely no swimming after hours. Swimming is allowed only when lifeguards are on duty.
- Lifeguards have the authority to remove any person or confiscate their pass in the event the person fails to abide by the rules.
- 4. All guests must be accompanied by an Owner or resident adult. Only two guests per Owner are allowed at any one time. If you desire to bring in more than two guests, you must first obtain permission from the head lifeguard or clubhouse attendant on duty.
- Children 12 years and younger must be supervised by an adult.
- Lakewood's lifeguards and clubhouse attendants are not babysitters. Adults must supervise their children at all times when they are in or around the swimming pool area. No more than three (3) children may be watched by one adult.
- Any child who cannot swim without the benefit of a flotation device must have an adult accompany him/her whenever in the water. No exceptions will be made.
- Everyone must take a shower before entering the swimming pool and after applying lotions.
- 9. No glass objects, food or drinks are permitted on the pool deck or in the swimming pool. Drinking from sealed plastic sports/water bottles on the deck area is permitted. The upper deck level is provided for eating and drinking. No one under the age of 21 may consume any alcoholic beverages.

- 10. Absolutely no smoking is allowed on the pool deck or stairs. No one under the age of 18 will be allowed to smoke in the pool area and/or clubhouse.
- Running, fighting, pushing, splashing, dunking or abusive language will not be tolerated.
- In order not to disturb anyone else, Lakewood requires the use of headphones when using a radio or tape deck.
- Proper swimming attire is required. Swim attire is not allowed in the clubhouse. Thong-style swim wear is strictly prohibited.
- Children who are not toilet trained must wear a diaper and plastic pants when in the swimming pool.
- Anyone with an open sore or skin disease is not permitted in the swimming pool.
- 16. No rafts, inner tubes or oversized playthings are allowed in the swimming pool unless authorized by the lifeguard.
- 17. Street shoes are not allowed on the pool deck. Buggies are allowed at the lifeguard's discretion.
- Hair below the ears must be either tied back or covered with a swim cap.
- 19. Management reserves the right to restrict swimming privileges of those who abuse the rules.

C. Tennis Courts-

- The tennis courts are for the use of Lakewood Owners and lessees and their accompanied guests only.
- Play on all courts shall be limited to one hour when others are waiting to play. After 6:00 p.m., at least one adult resident must be present on the tennis courts.
- 3. Common rules of tennis etiquette should prevail at all times

XXVI. SECURITY AND FIRE SAFETY:

A. <u>Security</u>

- 1. Building security is of great importance to all of the residents at Lakewood. Security and safety must be the individual responsibility of each Owner/resident. If you notice anything out of the ordinary, telephone the police (911) at once.
- In case of emergency, after calling the proper authorities, please make sure you notify the Management office at (847) 895-3153. The authorities may need some information or assistance that only Management can provide. Management will do everything it can to help in time of emergency need. Please remember the Association is not a police department and is limited in its authority.
- 3. Do not activate door buzzers or otherwise permit entry to any strangers without first using the intercom to verify who you are admitting to the building. Do not leave your patio doors or windows unlocked. Solicitors are prohibited from entering the buildings. Should one disturb you, call the police at once. Never prop open an exit door as it reduces security and invites vandalism.
- Do not leave the door to your unit open. This is also a fire hazard and is a fineable offense.
- If you notice any of the lights in or around your building have burned out, please notify Management.

B. Fire Safety-

- Hand operated fire extinguishers are located on each floor of every building. If you need to use an extinguisher, please call the Schaumburg Fire Department before you leave the unit to get the extinguisher.
- 2. There are operating instructions on each extinguisher. All residents are advised to read them and familiarize themselves with the exits of their respective building. It is also advisable to have possible escape routes in mind to exit your building in case of an emergency. If you use a hallway extinguisher, please notify the Management Office so that the used extinguisher can be recharged.
- Unit Owners shall comply with all Schaumburg safety ordinances

and other ordinance requirements with respect to fire safety devices for their units. The doors at the end of the hallways on each floor and the door to your unit are fire doors. They are to be kept shut at all times. The Association reserves the right to charge any Owner the replacement costs for any fire door broken by the Owner, or his or her family, guests or tenants.

C. Neighborhood Watch Program- Lakewood residents should IMMEDIATELY report any suspicious persons, acts of violence to people or animals or any acts of vandalism to the Schaumburg Police Department (911). Reports should also be called into the Management Office (847) 895-3153 during business hours. Your cooperation with the police will make our community a much safer place in which to live.

XXVII. SIGNAGE:

- A. No "For Sale," "For Rent" or "Open House" signs, advertising or other displays shall be allowed on any part of the property, including private vehicles parked on Lakewood's property. Announcements of general or specific concerns of the community should be forwarded to the Board and/or Management for permission to post. This includes, but is not limited to, "Lost and Found" notes:
- B. Signage for specific religious, cultural and national events/holidays must conform to Village of Schaumburg electrical and fire ordinances. These signs must be removed within two weeks following the event.
- C. Signs are prohibited on unit doors and windows, or on the exterior of the building without the written consent of the Board of Managers and/or Management. Any sign placed on the property without the consent of the Board or Management will be removed by the Board and/ or Management. The Owner may be subject to a fine.
- XXVIII. <u>SMOKE DETECTORS</u>: The Village of Schaumburg legally requires Unit Owners to install one, preferably two, smoke detectors in the unit and to check them regularly to make sure they are in working order. Lakewood also suggests the installation of one carbon monoxide detector per unit.

XXIX. TV/CABLE TV:

A. Each unit is equipped with one 300 ohm master antenna receptacle. This provides connection with a master antenna to receive TV/FM/AM signals. Television sets, radios and stereos may be connected to the master antenna system by the Unit Owner/lessee.

- B. Any alterations or modifications to this receptacle, without written authorization from the Board, is strictly prohibited.
- C. Lakewood is also wired for cable television via an agreement between the Village of Schaumburg, AT&T, and Americast. Connections to cable television must be done through AT&T, and Americast.
- Tampering with the cable boxes on the property is prohibited.
- E. Each unit has been wired with one cable entry (living room wall). Second entries are not allowed. all wiring for additional outlets must be within the walls of the condominium.
- F. When changing telephone or cable television companies, or arranging for the initial install of these items, please note that your telephone or cable provider may need to access the meter rooms of the building. Please make sure to arrange your appointment for a time when they can stop in the Management Office to borrow a passkey.

XXX. WINDOWS/WINDOW COVERINGS:

- A. The window/patio door panes and frames are the responsibility of each Unit Owner. Temporary window coverings consisting of newspaper bed sheets, etc. should be removed and replaced with permanent window coverings within fourteen (14) days of a Unit Owner/lessee moving into a unit. Window coverings such as shades, blinds, curtains and draperies are considered permanent window coverings.
- B. No permanent structures may be affixed to the exterior portion of any unit without written authorization from the Board. Such structures include, but are not limited to, replacement windows and replacement doors. Storm doors and windows are not allowed.
- C. The Board of Managers mandated, at its April 4, 2001 Board meeting, that all owners must replace all original windows and sliding glass doors, by January 1, 2004. Only board approved contractors may perform this work. Unit owners must supply the Management Office with copies of the receipts for this work, by January 1, 2004.
- VIOLATIONS AND FINES: ENFORCEMENT OF RULES AND REGULATIONS: Unless otherwise stated, the following policy will be in effect for any violation of any rule or regulation mentioned herein.
- A. Provision for Making a complaint-You must put your complaint IN

<u>WRITING</u> and submit it to the Management Office. Your complaint should include the nature of the violation, the date of the violation, the time of day the violation occurred, the person or persons who committed the violation (if known) and your name and telephone number. (Official forms for this are attached and additional forms can be obtained at the clubhouse or can be delivered to you). It will greatly assist the committee if you submit a photograph of the violation along with the violation form, if possible.

- B. <u>Notification</u>- Upon receipt of a written complaint, Management will notify the Unit Owner and/or lessee. The notice will include the nature of the offense, and fine, if applicable. The notice will also include provisions for the accused to request, in writing, a hearing with the Board appointed Hearing Committee. The Unit Owner and/or lessee will be given a specified deadline to request a hearing and/or pay the fine.
- C. Continuation of Offense- In the event of a continuing offense, the Board and/or Management will again notify the offending party in writing. Each continuing offense will result in escalating or daily fines. Continuing offenses may be forwarded to the Association's attorney for appropriate legal action. Any and all fees incurred for these actions will be charged to the offending Unit Owner's account. See the following section for costs.

D. <u>Fines/Repeated Offenses-</u>

- 1. Fines assessed for the first time an offense is committed will be in the amount of \$100.00 and will be charged against the Unit Owner's account. The fines for repeated offenses will increase in \$50.00 increments; first repeat offense \$150.00, second repeat \$200.00 etc.
- 2. If a lessee commits the violation, the charge will still be applied against the Unit Owner's account. It shall be the Unit Owner's responsibility to collect from his/her tenant. The costs of any repairs to the Common Elements will be in addition to the fines.
- 3. If at any time while a tenant resides at Lakewood they, their family or guests are found guilty of three (3) violations, their lease <u>may not be renewed</u>. The Unit Owner may be asked to evict the unit occupants in such a case and will be expected to cooperate fully. All violations are subject to the Crime Free Leasing Addendum. If the Unit Owner fails to do so, the Board may proceed with an eviction action to remove the tenant. Any costs incurred by the Board, including attorneys fees will be the responsibility of the Unit Owner. These costs will act as a lien against the Unit Owner's unit until paid in full.

Policy adopted April 5, 2006 by Lakewood Condominiums Board of Managers

Policy for Sound barrier and hard wood flooring.

SECOND AND THIRD FLOOR, SOUND BARRIER REQUIRED

Lakewood requires the use of a sound barrier in all locations to be treated with hard wood flooring.

Hard wood flooring products vary, as do sound barriers available for use.

Lakewood requires, prior to contracting for the installation of a hardwood floor, that you provide the management office with a copy of the contract, spelling out what sound barriers are to be installed, and detailing the qualities of that product.

Those wishing to install their own hardwood floor, must supply the manufacturers documentation, stating that they are using the proper sound barrier recommended for the selected product, and must call the maintenance department after installation of the sound barrier, and prior to the installation of the flooring, for an inspection.

Failure to follow this policy may result in the Board requiring you to remove the flooring.

FIRST FLOOR, MOISTURE BARRIER REQUIRED.

Those wishing to install a hardwood floor in their 1st floor units must install a moisture barrier.

Hard wood flooring products vary as do moisture barriers available for use.

Lakewood requires, prior to contracting for the installation of a hardwood floor, that you provide the management office with a copy of the contract, spelling out what moisture barriers are to be installed, and detailing the qualities of that product.

Those wishing to install their own hardwood floor, must supply the manufacturers documentation, stating that they are using the proper moisture barrier, recommended for the selected product, and must call the maintenance department after installation of the moisture barrier, and prior to the installation of the flooring, for an inspection

Failure to follow this policy may result in the Board requiring you to remove the flooring.

Dear Lakewood Residents,

As a part of our ongoing gas conservation efforts, the Board of Managers set the following new policies at its April 5, 2006 Board Meeting:

- All owners must replace any original furnace prior to December 31, 2007 and
 deliver a receipt showing said work has been performed to the management office
 by that date. Board approved contractors must be used for furnace replacement.
 Owners are not required to have their furnace cleaned during the same year it was
 replaced, but must turn in a receipt showing replacement was performed. Owners
 of condominiums with original furnaces will be fined \$100.00 per month
 beginning January 2008.
- All owners must install a programmable thermostat, if not previously done, by December 31, 2006. Board approved contractors must do this work, and will note it on your annual furnace cleaning receipt which you turn into the management office. Owners who have not installed a programmable thermostat by December 31, 2006 will be fined \$100.00 per month beginning January 2007.

Additional new policies:

- All owners wishing to install a hard wood floor should call the Management
 Office and request a copy of the hardwood flooring policy prior to installation.
- All owners wishing to install a satellite dish should call the Management Office and request a copy of the satellite dish policy.

Please insert this page into your copy of the Lakewood Rules and Regulations.

Very truly yours,

Joanne Mamo Property Manager Lakewood Condominiums

Rules and Regulations regarding the installation of Satellite Dishes in Lakewood Condominiums. Adopted April 5, 2006

In order to keep the aesthetic appearance of the Association in a good and orderly manner, the Board has adopted the following rules and regulations:

 Any owner interested in installing a satellite dish one meter or less in diameter must notify the Board and obtain instructions for installation within seven days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited. Only one dish may be installed for any one unit.

2. Satellite dishes may only be installed on portions of the property within the owner's exclusive use or control. The Board is requiring satellite dishes to be installed on the deck of the balcony. No deviations from this policy will be

considered in compliance

3. To protect the health, safety and welfare of the residents, all satellite dishes must be professionally installed. The unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires and moldings.

4. In order 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 satellite dish. The cost of this inspection may be assessed back to the

owner installing the dish.

5. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board 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.

6. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the

dish.

- 7. The owner shall be responsible to fund the cost of any maintenance, repair or replacement 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.
- 8. The owner hereby indemnifies and holds harmless the Board of Managers, the Association, it's agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting there from. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish, owner must execute the attached hold harmless agreement.
- Upon transference of the ownership or occupancy of the unit, 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. 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.
- 10. All satellite dishes shall be constructed in <u>strict</u> compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Board of Managers my result in the dismantling and removal of the satellite dish by the Association WITHOUT NOTICE. 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 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 approved guidelines for fines.

Satellite Dish Agreement

This agreement is entered into this	day of	, 200	_, by and between
	(Owner) and	d the Lakev	wood Condominium
Association, an Illinois not for profit co	orporation (Asse	ociation).	
The following recitals of fact are a mat	terial part of this	Agreemen	ıt:
1. The owner resides at			Illinois,
and is the owner of the property	y within the Ass	ociation co	mmonly known as
 Pursuant to the Declaration of Owner may install a satellite di 			
the Associations Board of Man	272 273	ty without	the written approval of

- 3. Section 207 of the Telecommunications Act of 1996 titled *Restrictions on over* the air reception devices (FCC Regulations) prohibits the Board members from restricting an Owner from placing a satellite dish that is one meter or less in diameter on portions of the property in which the owner has a direct or indirect ownership interest and where the owner has exclusive use and control.
- 4. FCC regulations do permit the Board the right to adopt rules governing the placement, screening, color, etc. of these dishes, provided that the rules do not: a) substantially increase the cost of installation, maintenance or use of the dish, b) unreasonably delay the installation of the dish and c) precludes reception of an acceptable quality signal.
- 5. The owner desires to install one satellite dish on the property one (1) meter or less in diameter, and to comply with all other requirements of the Declaration and policies adopted by the Associations Board of Managers.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it hereby is agreed as follows:

- The owner agrees to submit to the Board of Managers a completed Satellite Dish installation application (a copy attached hereto and made a part hereof as Exhibit A).
- 2. All satellite dishes shall be constructed in <u>strict</u> compliance with the approved rules and regulations. Any deviation from the approved rules and regulations without written consent of the Board of Managers may result in the dismantling and removal of the satellite dish by the Association <u>without notice</u>. All costs of removal and restoration shall be borne by owner. The association reserves the right to levy a continuing and daily fine for each and every day an unauthorized 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 Managers in accordance with approved guidelines for fines.

- 3. The owner hereby indemnifies and holds harmless the Board of Managers, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting there from. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.
- 4. Upon transference of the ownership or occupancy of the unit, the owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of this agreement and the obligations set forth herein. All obligations herein shall pass to any successor in interest, or the satellite dish must be removed by the owner and the property must be restored to its original condition.
- 5. Time is of the essence of this agreement.
- 6. This agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have signed this document on the date set forth above.

Lakewood Condominium Association	Owner	
Ву:		
It's President	Owner	
ATTEST:		
Ву:		
It's Property Manager		