The Lakes Condominium

Community Rules



Approved MARCH 2025

Preface

The Board of Directors consists of 6 individuals who are owners and are elected by their fellow owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's regular meetings. The Lakes Condominium Association By-laws require that regular meetings be held at least quarterly, with the Annual Meeting held in the second quarter of the year. The By-laws also require notice of the Annual Meeting be given to all owners.

In between regularly scheduled Board meetings, the Association relies on the Community Association Manager to carry out the Board's decisions and handle communications by and between the Association's owners, contractors, and vendors. If you have any questions or concerns about maintenance of the property, please direct the matter to the Community Association Manager in writing.

The Board requests and appreciates your cooperation in respecting that the Board members are not employees and should not be contacted directly on Association related matters outside of the Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Community Association Manager. Again, all other communications must be directed through the Community Association Manager to assure that your concerns and questions are properly addressed.

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The Lakes Condominium Association Rules
Approved MARCH 2025

1. Purpose – 4/13

These rules are established to supplement the detailed information found in the Condominium Declaration and By-laws under which The Lakes Condominium Association operates. These rules do not supersede the Declaration and By-laws and any contradiction will be governed by the Declaration and By-laws.

The rules are intended to create a community that is attractive and a harmonious place to live. All owners, residents and guests of The Lakes Condominium are expected to follow these rules.

2. Definitions- 4/13; 3/19

Adult - A person eighteen (18) years of age and older.

Child – A person seventeen (17) years of age and younger.

Board – The Lakes Condominium Association Board of Directors

Common Area – All property including parking lots, grassy areas, flower beds, streets, building foundations, exteriors and building structural components.

Front Limited Common Area – This area is defined as the front porch, steps, sidewalk, and driveway, which are visible from the roadway.

Rear Limited Common Area – This area is defined as patios, porches, and decks at the rear or side of each unit.

Owner – A person whose name appears on the deed of a condominium in the Lakes Condominiums.

Resident – A person residing in and receiving mail at a condominium located in the Lakes Condominiums, including lessee.

3. Rule Violation Complaints - effective 1/98 revised 10/09; 4/13; 3/19

Rule violation complaints shall be made using the attached complaint procedure. Complaints are to be submitted to the Community Association Manager

4. Enforcement of Condominium Rules – revised 4/13, 3/19, 3/25

Enforcement of these rules is the responsibility of the Association Board of Directors and will follow Ohio Revised Code 5311.081(C), as outlined in the attached complaint procedure.

5. Collection of Association Fees– effective 4/97; revised 2/99; 6/99; 4/13; 3/19; 3/25

Condominium Association fees will be collected pursuant to the Collection Policy found in the Procedures/Forms/Checklists section of this document.

6. Community Association Manager - 4/13; 3/19

The Board of Directors may hire a Community Association Manager to handle the affairs of the Association including, but not limited to, records maintenance, communications, building and grounds maintenance, financial records and payments, insurance, and complaints.

7. Building and Grounds Maintenance - effective 9/99, revised 4/13; 4/15; 3/19

7.1 Storm Doors

Approved storm doors are as follows:

a) Pella Select Series; full screen/full glass, #147635; white color, #251220; brass handle, #109510; Pella Montgomery roll screen-#65097; white w/brass handle.

b) Anderson 4000 Series; full screen; white w/brass handle; there is a choice of three types of clear glass with this model.

c) Anderson 3000 Series; self-storing; with clear glass, brass handle.

d) Larson model #146FV (Full glass w/convertible screen)

7.2 Garbage/Trash revised 2/19; 11/21

a) Trash containers shall be placed in each resident's garage at all times except on trash pickup day.
   - All trash must be secured in the unit owner's container except broken down boxes, lawncare waste, and bulk pick-up items.
   - All lawncare waste must be placed in paper lawn and refuse bags with the tops securely rolled.
   - Unit owners are responsible for any trash spillage from their containers.
   - Trash containers shall be placed at the end of the driveway rather than on the street side of the curb in order to allow easy passage of vehicles.

b) Trash will be picked up weekly on a schedule determined by the Board and the waste contractor except for the Holidays listed below. Containers shall not be placed out prior to **4:00 p.m**. on the day prior to the scheduled pick-up day and shall be removed no later than **10:00 p.m.** on the scheduled pick up day. Rumpke observes the following Holidays (when any of the above holidays falls on or before our collection day that week, service will be delayed one day. Regular service will resume the following week)
   - New Year's Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Christmas Day

c) Unit owners/residents are responsible for notifying the trash collection company of any bulk items being placed out for pick up by the trash collection company. Unit owners may be billed for pick up of bulk items.

Recycling is optional. Each owner who desires to have recycling service will contact the service provider and arrange for the service. Owners will be billed directly from the service provider for recycling services.

d) Recycling pickup will be per the calendar provided by the recycling service provider.

7.3 Snow Removal (Revised 3/25)

a) Streets and driveways will be plowed when there is snow accumulation that exceeds three (3) inches and melting is not expected soon. Salting will be done when icy conditions occur, and melting is not expected within 24 hours. Sidewalks and steps will be shoveled after the snow has stopped.

b) Only calcium chloride or ice melt shall be used on sidewalks and steps.

7.4 Garage Door (Effective 1/21)(Revised 1/25, 3/25)

a) Installation of a new garage door must be approved by the Board of Directors (must submit an ARC request through the EMS portal)
b) Installation of a new garage door must meet the following specifications:
   - Suggested vendor: Clopay 4050 Series Garage Door
   - 16' x 7' door with 8 panels across and 4 panels down
   - No windows in the door top section.
   - Prefinished gray that matches The Lakes gray trim color.

7.5 Windows (Effective 3/21)

a) Replace ALL windows on an individual unit façade. A **UNIT** being **ONE** of four in a building. A façade is to include both first and second floor windows (if applicable) and all windows within that individual unit that face north, south, east, or west, sometimes referred to as a specific elevation and include the garage windows if applicable.

b) Each replacement window is to be the same size and replicate the window it is replacing, ie single/double hung for single/double hung; casement for casement; slider for slider, etc. The single hung/double hung replacement windows are to be half screens only (included), servicing the lower half of the unit only. All other styles of windows are to include screens as well.

c) the suggested vendors are as follows:

Rosati Windows 614-777-4806 Half Screen Double Hung

Pella Windows 614-890-2000 Half Screen Double Hung 250 Series

MI Windows (Distributed by AIM Window & Door)

7.6 Insect and Rodent Removal (Effective 3/25)

The Association will be responsible for removing certain insects, rodents, and other wildlife from Association property only if they ***are causing damage to Association property***. Please refer to the addendum on page 30 of the community rulebook, which indicates the responsibility of the Association and the unit owner. If property damage is not involved, then the Board will make the decision whether the wildlife should be removed. Added decks, sunrooms and patios are not the Association's responsibility. Therefore, if wildlife gains access to any of these additions or it is determined that the wildlife has gained access to Association

property via one of these additions, it will be the homeowner's responsibility to have it removed.

8. EXTERIOR MODIFICATIONS - effective 4/97; revised 6/99; 11/06; 07/09; 4/13; 3/19

8.1 General Exterior Modification Rules and Requirements

a) All exterior modifications are required to be approved by The Lakes Condominium Association Board of Directors.

b) If a unit owner moves forward with any exterior alteration without Board approval, they are subject to an assessment and restoration to its original state at the expense of the unit owner.

c) Any and all contracts entered into by a Unit Owner and/or any other entity will conform to the specifications and will be subservient to the specifications.

d) Any and all disputes between parties, as to the quality of the work, whether the project meets the specifications at any time during the project, and/or any other dispute regarding the specifications and/or any Unit Owner, and/or any other entity, and/or any contractor hired to do work will be resolved by the Unit Owner, to the satisfaction of the Board of Directors.

e) The Board has the final word on whether or not the specifications have been properly followed and has full authority to enforce the specifications as the Board sees fit.

f) The Board may solicit comments about any proposed modification or alteration from other Unit Owners adjoining or adjacent to the proposed modification site.

g) All structural additions attached to the main building (room additions, three season rooms, screened porches and decks) are to be of wood frame construction and shall be architecturally consistent with the current structures.

h) Exterior siding shall be white vinyl and closely match the existing siding.

i) All exterior modifications must be reviewed by the Board, prior to submitting for permits (as needed), and final approval may need to be reviewed after permitting if the Building Departments find it necessary to request changes.

j) All exterior modifications will be available for inspection by the Board or a designated representative at any time during construction, to verify compliance.

k) Changes or modifications made during construction without prior review by the Board can result in a stop work order. Construction may not resume until modifications have been approved by the Board or are removed at the homeowner's expense.

l) Exterior trim shall be of the same weather resistant product family and shall match the current gray or white coloring. (Samples shall be provided.)

m) If brick is used, it shall be of the same color and size as that on the building and must be approved by the Board prior to installation. (Samples shall be provided.)

n) Decorative columns, newel posts and balusters shall replicate the product currently in place.

o) No modification may extend into the common area.

8.2 Rules for specific types of exterior modifications

The following Rules and Requirements apply to the following specific types of exterior modifications:

8.2.1 Attached Structural Additions (room additions, three season rooms, screened porches, and decks, including screening or enclosing existing rear porches (See also Declaration Amendment #6)

8.2.2 Detached Structural Additions (pergolas and other structures)

8.2.3 Adding or Extending Patios

8.2.4 Fencing

8.2.5 Landscaping Additions/Changes, including the Planting of Perennials and Shrubs

8.2.6 Outdoor Lighting

8.2.7 Irrigation Systems

8.2.1 Attached Structural Additions (room additions, three season rooms, screened porches and decks) including screening or enclosing existing rear porches:

a) All structural addition requests must include detailed structural drawings that have been prepared by contractor or architect.

b) Foundations will be approved for post type only. Full concrete or concrete block foundations are not allowed.

c) A clear distance of 18 inches shall be maintained around all sides of exterior air conditioner/heat pump units to maintain proper airflow per the manufacturer's recommendations.

d) All structures must comply with current building codes and be permitted when necessary and all inspections are to be completed with a copy of the signed inspection card supplied to the Board.

8.2.2 Detached Structural Additions (pergolas and other structures): (revised 3/25)

a) All structural additions that are not attached to the main building (pergolas and other structures) shall comply with standard building practices and must be architecturally consistent with the current structures.

b) All detached structures must not be affixed in any way to the building and must be installed at least one foot from the building's external walls and gutters to allow proper access for siding and other maintenance.

c) All pergolas must be constructed of white vinyl material. Footers and other parts in contact with ground must be constructed of pressure treated wood.

d) The height of pergolas is subject to Board approval but cannot exceed the height of the lowest point of the adjacent roof overhang.

e) All woods used in said structures that are at or below grade shall be chemically treated to withstand the elements, ground contact and subsoil installation.

8.2.3 Adding or Extending Patios:

a) Paved patios shall be confined to the limited common area.

b) Acceptable products for patios shall be concrete slabs, concrete pavers, clay pavers or flagstone consistent in color with the current color scheme:

- Concrete shall be gray, tan or color stained to match the red brick of the main structure.
- Pavers, (clay or brick), shall be red, gray, or tan in color, closely matching the trim or brick of the main structure.
- Flagstone shall be natural coloring either gray or tan.

c) Samples shall be provided with the Exterior Modification Application.

d) Proper base and foundations shall be supplied for all patios. A complete description of construction shall be provided prior to approval.

e) Maintaining current grades and elevations is imperative and failure to do so may result in removal at the homeowner's expense.

f) No awnings are permitted in the limited common areas of any units. Use of umbrellas is permitted.

8.2.4 Fencing revised 9/22.

a) Fencing surrounding the limited common areas of each unit is considered common area; as such, any additions, modifications, and removal shall be strictly prohibited without prior approval by the Board.

b) The placement of additional perimeter or privacy fencing is limited to areas bordering the limited common area of a unit. (See also section 12.7)

c) All fencing must be comparable in materials, design and height of other perimeter and privacy fencing installed throughout the complex.

d) All fencing additions and modifications must be reviewed and approved by the Board.

e) **Temporary Fence Provision**. In order to facilitate the need to contain a family pet for a limited amount of time it would be acceptable to install a temporary fence with the following restrictions:

1) A Modification Request needs to be submitted. Accompanying that request needs to be pictures of the proposed product, installation instructions, a detailed map of the installation location.
2) The proposed addition should have a gate access, be no higher than 36", be well-kept and in good-repair, matching the aesthetics of the exterior of the building in style and color, absolutely no wire fencing whatsoever, it cannot be attached to the permanent structure or the existing fence, must be

completely removable with little effort, and of such material that it will not become an eyesore over a matter of time.

3) All maintenance of the proposed addition is to be the homeowner's responsibility as is the immediate removal when no longer in use.
4) If the pet in question is no longer with the homeowner, then the Temporary Fence is to be immediately removed. If the homeowner decides to replace the pet, then the homeowner is required to submit a new Modification Request.
5) No matter what, the Temporary Fence is to be removed when the homeowner moves from the community. There will be no "Grandfather" exceptions to this provision. A Temporary Fence is just that, temporary.
6) All other provisions of 8.2.4 Fencing will apply. The Board will have complete and autonomous control as referenced according to Declaration [Article III, Section 2 (O)] of our current bylaws as it concerns the acceptance of the homeowner's request.
7) As is the nature of this Temporary Fence Provision, all rules concerning **12. Pets** –will be strictly adhered to. Please review the rules contained in the bylaws pertaining to Pets as the Temporary Fence Provision only concerns the temporary containment of a pet and is not meant to allow the Limited Common Area to become a kennel or "Dog Run".

8.2.5 Landscaping Additions/Changes:

a) Establishing new mulched areas, enlarging existing mulched areas, and planting or removing perennials, trees, and shrubs require prior review and approval by the Board.
b) Residents may plant annuals (flowers) and perennial flowers in existing planting beds without Board approval.
c) Unit owners and their contractors are responsible for damage to the Common and/or Limited Common Areas. Dumping material onto the asphalt and/or using a front-end loader to scoop it up are not allowed.
d) Trucking landscaping material across unprotected lawns is prohibited.
e) After planting, maintenance is the responsibility of the unit owner.
f) All landscaping projects must be approved by the Board.
g) Deviations from the approved landscaping plan require additional approval by the Board.

8.2.6 Outdoor Lighting:

a) All plans for additional outdoor lighting and modifications to existing lighting must be submitted to the Board for approval.
b) No spot, flood, or high voltage (120-volt AC) lights are permitted in the limited common areas and they cannot be attached to unit structure. (Note: This does not apply to lighting inside of an enclosed porch or room under a roof.)
c) Landscape lighting is restricted to the area inside of the limited common area designated for use by the owner.
d) Rear limited common area landscape lighting must be placed no closer than 12 inches from the exterior walls and fencing to provide access for routine maintenance.

e) See Exterior Decorations, Section 9, for rules for holiday lighting.

The Board reserves the right to specify the placement of landscaping lights.

8.2.7 Irrigation Systems:

Due to issues involved with irrigation systems, owners are not permitted to install any permanent underground irrigation or sprinkler systems.

8.3 Exterior Modification Approval Process: (revised 3/25)

a) The unit owner desiring approval for Landscape modification or alteration shall submit an "Application for Landscape Modification" (form available on the portal or page 23 of this rulebook) to the Board for approval. Additional information can be found on the form. Please allow up to 30 days for a decision.

b) The unit owner desiring approval for structural modifications must submit an ARC request through the EMS Portal, complete the form on page 24 of this rulebook. Please be aware that a $20.00 processing, administration, and record keeping fee will be applied to the resident's account. Additional information can be found on the portal. Please allow up to 30 days for a decision.

c) The unit owner will be notified, in writing, of the approval or denial of an application for the exterior modification.

d) Reasons for the Board to deny approval of a submitted plan for modification and/or alteration include, but are not limited to, the following:

- The proposed modification and/or alteration would interfere with Common Area; or
- The proposed modification and/or alteration would not be aesthetically appropriate in that its appearance, color, character, or materials would conflict with the character of the community.

9. Exterior Decorations – effective 4/97; revised 4/13; 3/19; 3/25

9.1 Holiday/Observance Decorations

A display of lights/decorations not causing permanent damage to the building, gutters, or siding may be displayed during holidays or observances.

9.2 Christmas/Hanukkah Decorations- revised 3/25

Christmas/Hanukkah decorations may be put up starting November 15th and must be Removed on or before January 15th.

9.3 Other Holiday/Observance Decorations

Decorations may be displayed for 15 days, commencing 7 days prior to the holiday/observance and 7 days following. Examples of holidays or observances include Fourth of July, Memorial Day, Halloween, Easter, and Thanksgiving.

10. OWNER RESPONSIBILITES – effective 4/97; revised 4/13; 4/15; 3/19

10.1 Stereos/Music/Noise

Volume levels on stereos, televisions and other audio equipment shall be kept at a level as to not cause an annoyance to neighbors.

10.2 Damage

Unit owners are responsible for the maintenance and repair resulting from damage to the common areas caused by any negligent or intentional act by the unit owner, residents of a unit, or guest of any unit owner or resident.

10.3 Personal Property

a) All personal property, such as lawn chairs, bicycles, tables, etc. must be kept inside the limited common area or in the owner's garage. Television, CB or radio antennae, or any other device may not be placed upon the exterior walls, doors, fences, or roof.

b) The parking of bicycles, wagons, toys, vehicles, benches or chairs on any part of the common area by residents or visitors is prohibited except when there is an official gathering of the residents.

10.4 Ponds

a) Persons 14 years of age or younger are not permitted to play unsupervised near the ponds. The supervising adult must be in close proximity to those being supervised.

b) No person is allowed to stand on the cement structure which contains the outlet drains for the ponds.

10.5 Signs within the Community

No signs/banners are permitted, except as follows:

a) One professional prepared For Sale sign may be placed in a window.

b) No real estate signs are permitted in any common areas. Five (5) open house directional signs are permitted, for a reasonable period of time, on the day of the open house.

10.6 Personal Hose Reels/Hoses

Personal hose reels and hoses must be stored in the garage or in the rear limited common area when not in use and not in view of visitors/residents

10.7 Solicitation and Garage Sales

Solicitation by commercial enterprises is prohibited at The Lakes Condominium community. Garage sales and tag sales are specifically prohibited, unless approved by The Lakes Condominium Association as a community wide activity

10.8 Parties, Private Gatherings, Outdoor Picnics and Cookouts (Revised 5/21)

a) All outdoor cookouts and picnics shall be held in the rear limited common area. Grills are to be properly stored and maintained in your patio area.

b) Grills should be operated a minimum of ten (10) feet from any combustible material. Operating grills shall be supervised by an adult at all times.

c) No portable open flame appliances of any kind are allowed inside the "footprint" of the homeowner's unit (garage). Open flame means wood or gas grills, fire pits, kerosene fueled heaters or any other form of combustible apparatus that involves an open flame.

d) No form of open wood burning fire pits or chimineas are permitted in the limited common area.

e) Neighborhood gatherings are permitted in the common area and shall not exceed past 11:00 pm Monday through Sunday. Any neighborhood gathering must have an adult homeowner resident present. Clean up of the area must be done as soon as possible after the gathering has dispersed.

f) Open wood burning fire pits are ONLY allowed in the Common Area and must maintain a 25 foot distance from any combustible material. ALL open wood burning fire pits must be contained in a removable metal ring no larger than three feet wide and a flame no higher than two feet per the Ohio EPA Guidelines.

g) A fire extinguisher must be present for emergency purposes. All debris from an open flame fire must be properly extinguished immediately before leaving. All debris in the common area must be removed within 12 hours or sooner after being extinguished.

h) Damages to the Common Area caused by the gathering shall be the responsibility of the resident host. Repairs or reimbursements will be made to the Association's satisfaction.

10.9 Satellite Dishes: (revised 3/25)

a) The owner shall notify the Board of satellite dish installation.

b) Dishes diameter shall meet FCC regulations.

c) The dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer's specifications. Specifically, dishes shall be properly grounded according to applicable codes and manufacturer's specifications, for safety purposes.

d) All cables and wires shall be routed in a manner such that they are not easily visible from neighboring units or from the street.

e) Dishes shall be installed on a post set in the ground within the rear limited common area.

f) The dish shall not be attached to a side of the unit, roof of the unit, the roof of the garage, or the chimney, or any other area that is defined as common area in the Declaration.

g) Installation shall not damage the vinyl siding.

h) Satellite dishes are to be removed by the homeowner, when no longer in use, and/or upon moving.

11. Parking – effective 4/97; revised 6/99; 8/99; 2/00; 4/13; 3/19

11.1 Street Parking

a) Genoa Township has declared all streets in the condominium area as fire & emergency lanes.

b) All cars or other vehicles found parked on the streets may be ticketed by law enforcement and may be towed.

c) If towed, any charges and/or damages are NOT the responsibility of The Lakes Condominium Association.

11.2 Guest Parking Area

a) Residents are not permitted to park in guest parking areas. If a resident's vehicle is found/reported parked in such areas, the owner will be subject to the Association Violations Procedure and the vehicle will be towed at the owner's expense.

b) If a resident has a guest in visitor parking for an extended visit (more than 48 hours), the unit owner or resident shall notify the Community Association Manager.

11.3 Vehicles for Sale

Posting for sale signs on vehicles and leaving same in the driveway is not permitted, nor may a vehicle be repaired in the driveway or parking area.

11.4 Disabled Vehicles

All vehicles shall have current license plates and shall not be left out, for extended periods, in a non-operable condition. Such vehicles are subject to towing at the owner's expense.

11.5 Commercial Vehicles

The length of commercial vehicles is limited to a "fixed box" of 30 feet. Moving vans can be "fixed", as stated above, or tractor-trailer units using 26-foot trailers. All other moving vans or delivery trucks in excess of the above are prohibited. If there are special needs, they shall be arranged through the Community Association Manager.

11.6 Recreational Vehicles

Parking of campers, motor homes, trailered recreational vehicles, and travel trailers in the community is limited to 24 hours. Extended hours, not to exceed 48 hours, may be permitted upon contacting the Community Association Manager.

12. Pets - effective 4/97, revised 2/03; 10/09; 4/13; 3/19

12.1 Allowable Pets

a) Article III Section 2(l) of the Declaration, as amended, outlines allowable and prohibited pets and animals

b) A unit owner may have and keep up to two dogs.

c) A unit owner, in addition to two dogs, may have two other permitted pets as outlined in Article III section 2 (l) of the Declaration, as amended.

12.2 Cleanup of Pet Waste

Each condominium owner/resident/visitor is responsible for the immediate cleanup of pet waste, in all areas.

12.3 Kenneling, Breeding and Boarding

Breeding and boarding of animals for commercial purposes is strictly prohibited. No animal pens or houses are permitted on patios, porches or in a common area.

12.4 Ponds

Pets are not allowed to swim in either of the two ponds located at the front of the development.

12.5 Pet Damage

The cost of repairing any damage done to Association property by an animal will be an assessment to the Unit Owner responsible for that animal.

12.6 Control of Dogs

All dogs shall be on a leash and under control of the owner/resident/visitor when in the common area. Dogs are not allowed to be walked in the limited common area of other residents.

12.7 Tethering Pets

Pets are not allowed to be tethered in or out of the resident's limited common area. No pet(s) shall be left unattended in a fenced limited common area. Pet owners are also responsible for the level of noise created by their pets whether the pet is inside the owner's residence or outside, in the owner's limited common area. Invisible fences are not allowed.

12.8 Liability

Neither the Association nor the Community Association Manager is responsible for injuries to resident(s) and/or guest(s) due to pet activities. The unit owner is solely responsible for any property damage or physical injury caused by an owner's, a resident's or a guest's pet.

13. Sale, Lease/Rental of a Condominium Unit- effective 4/97; revised 2/98; 9/09; 4/13; 4/15; 3/19

13.1 Sale of Condominium

a) It is the current owner's responsibility to notify the Association's property manager of the sale of the condominium and provide the name of the new owner.

b) At or by closing, the selling owner is to notify the Community Association Manager of ownership change.

c) The Community Association Manager will provide the new owner(s) with a paper copy of the rules within 30 days of closing.

13.2 Lease/Rental of Condominium

a) Lease/rental of a unit, by the unit owner, shall follow the provisions of Article III, Section 2(g) of the Declaration (Code of Regulation), as amended, for the Lakes Condominium Association.

b) The notification to Board of Directors of any lease/rental required in Article III, Section 2(g) of the Declaration, as amended, shall be made to the Community Association Manager.

14. Use of Common Areas – effective 4/97; revised 8/98; 1/01; 5/01; 10/09; 5/10; 4/13; 4/15; 3/19

14.1 Front Limited Common Area

a) A clear pathway shall be maintained, from driveway up the sidewalk to the front door, of at least 30" wide. This includes steps.

b) The lawn care service contract provides limited weeding in established planting beds.

c) One flag is permitted per unit. It shall be mounted on the front porch pillar with adequate mounting. No oversize or offensive flags are permitted.

d) Only furniture meant for outdoor use shall be placed on patios and porches (wrought iron, resin, plastic, etc.). Indoor furniture (such as upholstered or stuffed furniture) is not permitted in outdoor areas.

e) Only furniture that is used on the front porch shall be kept on the front porch.

f) All grass areas shall be kept clear for safe mowing.

g) Decorations and ornaments may be placed in the front limited common area. Some examples of these items include:

- A statue
- A flower pot
- A wind chime
- A seasonal door decoration
- A wall hanging, that does not damage the siding, including holes for mounting
- A cane or ceramic basket

h) The following items are prohibited in the front limited common areas:

- swings suspended from porch ceilings;
- trellises;
- birdbaths;
- windsocks;
- permanent spotlights (spotlights used for holiday decorating are permitted);
- carpeting
- porch ceiling fans

i) All mulch shall match the mulch used by the contracted landscaping company.

j) Security system decals may be placed in the window and/or a small post designed for that purpose may be put in the garden bed area closest to the front door.

14.2 Rear Limited Common Area

a) Unit owners are responsible for the rear limited common area.

b) Outdoor furniture may be stored in the rear limited common area during winter months.

c) All residents are responsible for weeding the planting beds in the rear limited common areas of their units and for clearing away all dead vegetation.

d) Tiki torches and other similar party decorations shall be removed when not in use and shall be used only when attended by adults.

e) Ornamental items may not be hung on or attached to vinyl picket or privacy fencing. Any resident using nails/screws or items to attach ornamental items to fencing will be required to pay an assessment and be required to pay for repair or replacement of the damaged fence.

f) Toys shall be put away at the end of the day.

g) All grass areas shall be kept clear for safe mowing.

h) Only furniture meant for outdoor use shall be placed on patios and porches (wrought iron, resin, plastic, etc.). Indoor furniture (such as upholstered or stuffed furniture) is not permitted on outdoor areas.

i) All mulch shall match the mulch used by the contracted landscaping company.

j) Only items such as grills, patio furniture, a hose, small patio storage chest and other such items considered patio items are permitted in the patio area.

14.3 Prohibited Items in All Common Areas and Limited Common Areas (Revised 6/22)

The following items are strictly prohibited at The Lakes Condominiums in any common or limited common area:

a) Trash receptacles (except on day of refuse pickup during designated hours).

b) Artificial flowers, except front exterior door decor.

c) Mounted hose reels, except those mounted inside the garage.

d) Swing sets, laundry poles, or clotheslines.

e) Laundry (swimsuits, towels, rugs, etc.) hung over any fence.

f) Personal property visible above a fence, with the exception of patio umbrellas, chair backs and bird feeder poles/posts.

g) Any object that does not meet with Board approval.

h) For purposes of avoiding injury, frightening our pets, property damage and disputes among residents, discharging of any **fireworks** within association property is strictly prohibited.

14.4 Bird Feeders/Houses (Revised 7/22; 9/22)

a) All bird feeders and bird baths must be within the homeowner's limited common area as stated by our current bylaws and rules.

b) All bird feeders must be "squirrel proof".

c) All bird feed must contain "Red Hot Chili Peppers" or other products to deter or repel squirrels and other varmints.

d) If at any time the building/unit reports a problem with any type of varmint issue. All bird feeders must be removed from that building/unit until it is determined the problem is resolved.

e) If, at any time, the community becomes infested by squirrels or other varmints, a moratorium on bird feeders will be reinstated until the problem is resolved.

f) The feeding or baiting of all other wild animal is strictly prohibited.

14.5 Dumpster policy (effective 1/21)

Unit owners must get Board approval before having a dumpster delivered and placed onto the common elements (driveway).

a) All dumpsters must be of a size that fits in the driveway of the owner doing the remodel. Dumpsters cannot exceed 16 cubic yards and must have a minimum of ¾" plywood support under the rollers and other portions where it comes in contact with the driveway.

b) The dumpster can remain on the property for a maximum of 30 days. Any exceptions to this time limit must be approved in advance by the Board of Directors.

c) All debris must be inside the dumpster and not the surrounding areas.

d) Any asphalt damage caused by the dumpster, will be the responsibility of the homeowner, who will be required to have it repaired to the satisfaction of the Board of Directors.

The Lakes Condominium Association Rules
Approved MARCH 2025

Complaint Procedure
Revised 3/19

Rules and regulations cannot be enforced unless they are reported. The enforcement is a shared responsibility between **ALL** residents and the Community Association Manager.

- An allegation of a violation of the Rules and Regulations or a complaint should be reported by the complainant, to the Community Association Manager either by:
  - ☎ By phone
  - 📧 By mail via letter

- The report should include:
  - ☑ Name and address of the person(s) committing the violation/complaint.
  - ☑ A description of the violation/complaint
  - ☑ Name and address of person making the report.

- Upon receipt of the report the Community Association Manager will send a letter to the person(s) committing the violation/complaint that states:
  - ☑ What the violation/complaint is
  - ☑ What is expected to remedy the violation/complaint?
  - ☑ What to do if they feel the violation/complaint is incorrect
  - ☑ The required language that states, 'there MAY be an assessment of up to $50 if the violation continues'.

- The person reporting the violation/complaint will also receive a letter from the Community Association Manager indicating:
  - ☑ The violation
  - ☑ The remedy
  - ☑ The expected time frame to remedy the problem.

- If violation/complaint has not been rectified within the set timeframe, it is the responsibility of the person making the initial report to notify the Community Association Manager that the violation/complaint continues.

If the violation remains uncorrected, steps will be taken as set forth in the Condominium Declaration and Bylaws.

Rules Violation Complaint Form

(Please print)

I am notifying the Board of Directors about a violation of the Lakes Condominium Association rules, which I have described below. I understand that in response to my claim, you will pursue enforcement of this rule. If the Association needs testimony at any point in the enforcement process, I agree to testify to the facts of my claim, as I have stated them below. I understand this information will remain confidential unless necessary to resolve the issue.

Rule violated:

_____

_____

_____

Date and time of violation _____ _____ ☐ a.m. ☐ p.m.

If known, who violated the rule _____

Address of violator_____

Describe the Violation _____

_____

_____

Did you make any attempt to resolve this problem? ☐ Yes ☐ No

If yes, what were the results? _____

Can the violation be verified? ☐ Yes ☐ No

If the violation involved an act, did anyone else witness the act? ☐ Yes ☐ No

Name of witness: _____

Signed: _____

Print name: _____

Address: _____

Phone Number: _____ E-mail address: _____

Return form to Property Management Company

Revised 7/1/24

REQUEST FOR HEARING

(Please print)

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the accompanying correspondence is received by the Board within ten (10) days, the Board may proceed with enforcement assessment without hearing and you will have waived your right to a hearing. If you want to request a hearing this completed form must be received within ten (10) days by the Property Manager.

I , _____ request to be scheduled for a hearing in front of the Board of Directors of the Lake Condominium Association at the next scheduled meeting, or sooner. I will be given at least ten (10) days' notice of the date and time of the meeting.

I believe the enforcement assessment should not be imposed because:

_____

_____

_____

_____

_____

_____

_____

SIGNATURE_____ DATE _____

PRINTED NAME _____

SIGNATURE (IF MORE THAN ONE) _____ DATE _____

PRINTED NAME _____

CURRENT ADDRESS_____CITY _____ STATE_____ZIP_____

PHONE NUMBER _____ _____
(LANDLINE) (MOBILE)

Return form to Property Management Company

Date Request Received

The Lakes Condominium Association

APPLICATION FOR LANDSCAPE
MODIFICATION

Your Landscape Modification application must be submitted and APPROVED before you begin your project. We cannot approve any application submitted without adequate information and it will be returned without review and approval. Your application must include: plans, drawings, pictures of existing and proposed trees, shrubs and plants. **Please allow up to 30 days for reviews to be completed.**

Submit this application to:
BOARD OF DIRECTORS
lakes92hoa@gmail.com

NAME _____ DAYTIME PHONE _____

ADDRESS _____

TYPE OF LANDSCAPE ALTERATION / MODIFICATION REQUESTED:

Estimated completion date for project(s) _____
(must be completed within 30 days of approval)

Your application for Landscape Alteration / Modification has been:

_____ Approved as submitted **_____ Denied as submitted**

_____ _____
(Signature of Association Board Director) **(Date)**

Comments:

_____

_____

REQUEST FOR ARCHITECTURAL APPROVAL through EMS

Exterior improvements or modifications require prior approval from the Association. Installation prior to proper approval is not in accordance with the Association's Covenants, Conditions, and Restrictions and may result in violations against your property.

Approval by the Association/Architectural Review Committee (ARC) does not in any way guarantee approvals by the City, County, or any other such agencies. Such approvals or permits are the responsibility of the applicant.

The ARC reserves the right to request more information to clarify this application prior to making a decision on your request.

All ARC submissions will incur a **$2**0.00 processing, administration and record keeping fee and will be applied to the resident's annual assessment.

The ARC has 30 days from receipt to respond to your request, unless otherwise outlined in your Association's Covenants. The review period does not begin until all required documents are received by the ARC.

I. Owner Information

Association: The Lakes at Highland Lakes Condominium

Homeowner: _____Property Address:_____

City _____ State _____ Zip Code _____

Email Address_____ Date Submitted: _____

II. Requested Change

*.lf you are submitting a request for more than one improvement, each request must be submitted on a separate form so the ARC can make a determination on your requests independently.

Type of Improvement: (check):

___Driveway/Concrete ___Fence

___Deck/Patio ___Garage Door Replacement

___Satellite ___Window replacement

___Pool/ Hot tub ___Other _____

III. Specific Description of Improvement:

Location (on property) _____

Size/Dimensions:_____

Color: _____

Materials: _____

Contractor Name & Number (if applicable) _____

Estimated Installment/Work Date: Start _____ Completion _____

*Start date must be at least 30 days after submitting application (Start) (Completion) to allow adequate time for review

IV. Required Attachments

*NOTE: DOCUMENTS BELOW MUST BE ATTACHED FOR APPLICATION TO BE CONSIDERED COMPLETE. INCOMPLETE APPLICATIONS WILL BE RETURNED AND WILL NOT BE FORWARDED FOR ARC REVIEW UNTIL ALL REQUIRED INFORMATION IS PROVIDED.

1. Actual COPY of recorded property survey (or GIS map):

   This document must show your property lines as well as the improvement with exact dimensions. It MUST SHOW the location of your improvement with reference to your property lines.

2. Photos or samples of structure requested (hand drawings NOT acceptable)

You may submit your completed application via:

MAIL: Elite Management Services PO BOX 26366 Charlotte, NC 28221

EMAIL: arc@emspm.com

FAX: 937-281-0157

PORTAL: Request> ARC Request

Please allow 3-4 weeks for a response. Questions, concerns, submissions, and follow-ups can be sent to Elite Management Services via ARC@emspm.com.

The Lakes Condominium

Collection Policy

(Revised November 21, 2024)

One of the many advantages of living in a community association is sharing with other members the costs of certain maintenance, repairs, and amenities that are often too expensive for a single-family homeowner. All the Lakes at Highland Lakes members are legally bound to share those costs.

WE'RE IN THIS TOGETHER

To properly maintain The Lakes at Highland Lakes common areas, it's imperative that all assessments, whether regular or special, be paid in full and on time. Delinquencies throw the association's entire budget off course and negatively affect all members' property values and lifestyles.

KEEPING UP OUR END OF THE BARGAIN

To adequately maintain our community, state statutes and our governing documents give The Lakes at Highland Lakes Board of Directors the authority to impose and collect assessments and other allowable charges from members. In fact, the Board owes a duty to all members to make sure everyone pays. The Board has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

1. COMMON EXPENSES

The term "common expense" refers to any amount a member must pay to The Lakes at Highland Lakes. Among the charges it includes are regular annual assessments, special assessments, rules violation fines, late fees, common area repairs, and any other fees, interest, or charges imposed under this policy.

2. WHERE TO SEND PAYMENT

Send all payments to the Community Association Manager's office:

The Lakes at Highland Lakes Condominium Association c/o Elite Management Services (EMS)

PO BOX 52351

Phoenix, AZ 85072

***Checks must include identification number: 4550 442 (__ __ __ __ __ five digit number assigned by EMS)**

3. WHEN COMMON EXPENSES ARE DUE

Annual assessments (Condo Fees) are due the first day of the month. Unless otherwise stated, other common expenses are due on the first day of the month following notice of members' obligation to pay. If a member does not pay in full any common expense by its due date, that payment is delinquent.

4. LATE PAYMENTS

Once a common expense is delinquent, The Lakes at Highland Lakes may take any or all of the following actions:

a. Accelerate the balance for the rest of the year. If payment is not received by the due date, The Lakes at Highland Lakes will send a written delinquency notice to the member within 10 days of the due date. If the Lakes at Highland Lakes does not receive full payment of the amount owed within 30 days of the date on that notice, the delinquent member will have to pay the entire remaining balance of the annual assessment immediately.

a) Late fees and interest. If the Lakes at Highland Lakes does not receive payment for any common expense in full on or before the **15th day** after it becomes due, the delinquent member shall pay a late fee of **$ 30.00** for The Lakes at Highland Lakes time, inconvenience, and overhead in collecting the late payment. These charges will be treated as common expenses and will be added to the balance of your account. A past due statement will be mailed to the homeowner.

c. Returned check fees and bank charges. In addition to any late fee that may be applicable, for each check to The Lakes at Highland Lakes that is returned by a bank for any reason, the member who wrote the check shall pay any related bank charges that The Lakes at Highland Lakes incurs because of the returned check. These charges will be treated as common expenses.

d. Suspend privileges. If an account contains delinquencies voting privileges will be suspended until full payment is received.

e. Account referred to an attorney. The Lakes at Highland Lakes may, in its sole discretion, refer a delinquent account to an attorney for further action. The attorney may do any or all the following:

i. File a lien against the unit in accordance with state law and The Lakes at Highland Lakes governing documents.

ii. File a lawsuit to collect the amount owed.

iii. Foreclose on the property.

iv. Take all other appropriate legal action.

f. Attorney's fees and costs of collection: the delinquent member shall be responsible for all of The Lakes at Highland Lakes attorney's fees and costs of collection, including court costs. These charges will be treated as common expenses.

5. CREDITING LATE PAYMENTS

All delinquent accounts remain delinquent until paid in full. No partial payments will waive The Lakes at Highland Lakes right to pursue full payment and/or to enforce the provisions of this policy. The Lakes at Highland Lakes will apply partial payments to the outstanding balance in the following order:

Fines, late fees, and interest
■ Court costs, attorney's fees, and other costs of collection.

■ Special assessments; and

■ Regular assessments, with payment being applied to the oldest balance first

6. NOTICES, PAYMENTS, AND CONSEQUENCES OF NONPAYMENT

Unless otherwise required by law, all notices will be sent by first-class mail, postage prepaid, to the delinquent member's address as shown in The Lakes at Highland Lakes books and records on the date the notice goes out. All amounts due must be paid in full before the notice period expires. If the notice period expires without full payment, the consequences set forth in the notice and/or in this policy shall apply.

I acknowledge as a board member of The Lakes at Highland Lakes Condominium that after a demand letter has been sent & expired and the account is still in delinquency on the homeowner property, we as the Board are giving approval for the Property Manager of Elite Management Services to move forward with the law office collections such as Intent to Lien/Filing Lien on property. The Property Manager will notify you of what properties have been sent to the law office of Kaman & Cusimano, LLC.

Regarding Foreclosures on a property, a Board must give, in writing, the Property Manager authorization to move forward with the Foreclosure.

President: Frank Zura Date: 01-23-2025

Secretary: Kate Lewicki Date: 01-23-2025

Property Manager: Missy Zeigler (EMS) Date: 01-23-2025

The Lakes Condominium Association Rules
Approved MARCH 2025

CHECKLIST OF MAINTENANCE RESPONSIBILITES

Description	***Unit Owner***	***Condo Assoc***
Chimneys (vents, dampers within units)	X	
Doors (weather stripping, storms, and screens)	X	
Doors (garage, entry, storm) routine painting	X	
Fences (for patio screening) including lattice	X	
Heating and air conditioning systems	X	
Limited common area landscaping: care and replacement of patio, shrubbery and plants	X	
Limited common area patio; maintenance and replacement	X	
Service lines that service one unit (gas, water, sewer)	X	
Service lines that service more than one unit (gas, water, sewer)		X
Plumbing (toilets, sump pump, disposal)	X	
Property damage within a unit	X	
Walls (interior maintenance)	X	
Windows (frames, glass, screens and storms)	X	
Wiring (electrical and telephone servicing one unit)	X	
Chimneys (exterior siding, exposed flue, flashing)		X
Foundation walls and footing drains		X
Garages (structural maintenance, siding, trim)		X
Interior damage caused by roof leak, etc. (drywall, etc.)	X	
Common area landscaping, care of lawn, shrubbery, trees		X
Exterior unit lighting and bulbs	X	
Painting of exterior, including color selection		X
Roads and parking area surfaces		X
Roofs (shingles, flashing, gutters downspouts)		X
Snow removal (roads, driveways walks, stoops) *		X
Walks (sidewalks)		X
Walls (exterior structural maintenance)		X

*** See rule 7.3**

Revised 3/19

The Lakes Condominium Association Rules
Approved MARCH 2025

INSECT AND RODENT PROBLEMS

Problem	***Unit Owner***	***Condo Assoc***
Ants: Carpenter; honey; pavement; pharaoh	X	
Bees: honey; wood		X
Centipedes	X	
Chimney Varmints	X	
Earwigs	X	
Fleas	X	
Groundhogs *		X
Hornets		X
Indian Meal Moths	X	
Mice	X	
Millipedes	X	
Opossums *		X
Rabbits	X	
Raccoons *		X
Rats (chipmunks)	X	
Roaches	X	
Silverfish	X	
Skunks *		X
Squirrels *		X
Termites		X
Ticks	X	
Wasps		X
Woodpeckers		X

See Rule 7.6

***The Condominium Association will only pay for removal of this wildlife if it is causing damage to Condominium Association property.**

Revised 3/19, 3/25