

**LAKWOOD CREEK  
HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**

Updated: 6/7/2016

# PREFACE

All Owners are responsible to be knowledgeable of the Lakewood Creek Homeowners Association Declaration of Covenants, Conditions and Restrictions ("Declaration") and the Lakewood Creek Homeowners Association By-Laws ("By-Laws").

The following Rules and Regulations are intended to make living in the Lakewood Creek Subdivision pleasant and comfortable for the members of the Association. An elected Board of Directors governs the Association. The Rules and Regulations adopted by the Board of Directors are for the mutual benefit of all. The cooperation and consideration of each member is vital.

These Rules and Regulations are provided as a guideline and are subordinate to the Declaration and the By-Laws.



## SECTION 1- INTRODUCTION

- 1.1 The following Rules and Regulations flow from and supplement provisions of the Declaration. It is not the intent of these Rules and Regulations to be a substitute for the Declaration or By-Laws.
- 1.2 Unless specifically defined in these Rules and Regulations, all terms shall have the same definitions as provided in the Declaration.
- 1.3 The headings in these Rules and Regulations are for reference and clarity only and are not intended to modify the language of the specific Rule provisions.

## SECTION 2- GENERAL RULES AND REGULATIONS

- 2.1 **Satellite Dish/Antennae.** An Owner may install a satellite dish and/or internet Antenna, not to exceed 39" (thirty-nine inches) in diameter (in accordance with current FCC rules\*). A satellite dish should be placed behind the home or on the rear roof, out of public view. If signal reception mandates that the satellite dish be placed in public view, the dish should be placed at the closest point to the home (where an adequate signal can be received). This dish should be hidden as much as possible by flowering plants or foliage.

(\*As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the Air Reception Device rule concerning governmental and nongovernmental restrictions on viewer's ability to receive video programming signals from direct broadcast satellites ("DBS"), multichannel multipoint distribution (wireless cable) providers ("MMDS"), and television broadcast stations ("TVBS").

The rule is cited as 47 C.F.R. Section 1.4000 and has been in effect since October 14, 1996. It prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39 37") in diameter, TV antennas, and wireless cable antennas.

The rule allows local governments, community associations and landlords to enforce restrictions that do not impair, as well as restrictions needed for safety or historic preservation. In addition, the rule does not apply to common areas that are owned by a landlord, a community association, or jointly by condominium or cooperative owners. Therefore, restrictions on antennas installed in common areas are enforceable.)

- 2.2 **Noise.** Being thoughtful of one's neighbors is important within the Lakewood Creek HOA. Loud noises from television, stereo equipment, musical instruments, annoying pets and other disturbances should be avoided at all times, especially between the hours of 10 p.m. on weekdays and 11 p.m. on weekends and 8 a.m. If a homeowner is disturbed by a loud noise, s/he should first attempt to notify the disturbing party, unless there is a feeling of an altercation arising as a result of speaking to them, in which case the local law enforcement agency should be contacted.
- 2.3 **Hazardous Activities.** Activities considered to be of a hazardous nature shall not be conducted in any part of the Common Area, and no improvements shall be constructed thereon which are or might be unsafe or hazardous. **No firearms shall be discharged,**

(including paint guns, pellet, air soft or any/all projectile expelling devices) no fireworks discharged, no open fires shall be lighted or permitted anywhere on the Common Area.

- 2.4 **Lights, and Sounds.** No exterior lighting shall be installed on any part of a Unit that is unreasonably bright or causes unreasonable glare. Each Owner may install exterior lighting that is indirect or has a controlled focus and intensity so that it doesn't disturb residences in adjoining Unit. Exterior lighting is subject to regulation of the Association. No sounds shall be emitted which are unreasonably loud and annoying (e.g excessive or continual "home or car alarms") to the extent such sounds are audible on any part of the Common Area.
- 2.5 **Trash/Recyclables.** Trash and recycle containers and yard waste should not be placed at the curb before Dusk or 7:00 pm, whichever is earlier, on the day prior to pick up. All containers must be stored inside the garage by the end of trash collection day.
- 2.6 **Unsightly Conditions**
- a. Resident/Owner must keep their lawns mowed no higher than 3 inches and free of weeds and dead plant material.
  - b. Resident/Owner must keep their house in good condition including, but not limited to, the siding, soffit, fascia, exterior trim, doors, windows, screens, roof, outside light fixtures and mailboxes.
  - c. Residents/Owners who have wood burning fireplaces must keep their firewood either on the back half of the Unit on the garage side or in the rear of the Unit and stacked no more than forty-eight inches (48") high.
  - d. In order to prevent driveways from developing into an unclean, unsightly and/or unkempt condition, each Resident/Owner shall sealcoat his/her driveway at least every three (3) years, or sooner if excessive stains occur before then.
- 2.7 **Pets**
- a. Pets must remain within the Owner's unit except when in the presence of the Owner and on a leash.
  - b. Pet owners must clean up the excrement of their pets on their own Units as well as when walking their pets, including upon the Common Area.
- 2.8 **Signs**
- a. Only one (1) "for sale" sign of not more than three (3) square feet is allowed on each Unit. Signs cannot be located between the sidewalk and street. Signs are only permitted in yards and may not be affixed to any part of a home.
  - b. No vehicles may be parked in the clubhouse parking lots with "for sale" signs.
  - c. Political signs in the Common Areas may be posted twenty-four (24) hours prior to Election Day and removed within twenty-four (24) hours after Election Day and must meet voting/polling guidelines.
- 2.9 **Holiday Decorations.** Exterior items of a primarily decorative nature visible from public right of way and associated with the celebration of events or holidays shall be displayed no earlier than two (2) weeks prior to and removed no later than one (1) week after the event or holiday. Provided, however, that decorative items may also be displayed between the day after Thanksgiving and the end of January (weather permitting), but decorative lights may only be displayed between December 1<sup>st</sup> and January 10<sup>th</sup>, as provided in the Declaration. Gutter light hooks may be left attached to gutters and are not in violation, but lights may not be left attached to gutters and must be removed.

2.10 **Parking/Vehicles**

- a. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, boat trailers and unlicensed or inoperable motor vehicles shall be parked and stored on Units only within garages with the doors thereto closed except when the parked or stored vehicle, boat or trailer is being moved in or out within a forty-eight (48) hour time frame. As used in this Section, the term "commercial vehicles" does not include two (2) axle vehicles which are not larger than minivans or pick-up trucks.
- b. Operable, licensed motor vehicles, including motorcycles, shall be parked only within garages or on the driveway or driveway apron. Operable, licensed motor vehicles, including motorcycles, shall not be parked on the lawn or on any other areas of outdoor open space within any Unit.
- c. Parking on the streets and alleyways that have been dedicated to the County or Township is subject to County and Township ordinance and enforcement.

- 2.11 **Architectural Review.** Plans for any modification to the exterior of any home must be submitted to the Architectural Review Committee for approval prior to the modification being made. For the purpose of this article "modifications" shall include: 1) additions; 2) changes to the facade of the home, including color changes; 3) fencing and/or garden walls; 4) patios and/or decks; 5) sidewalks; 6) landscape and hardscape changes, including, but not limited to, the replacement of lawns; 7) pools and/or hot tubs; 8) recreational equipment of either permanent or temporary nature; 9) other alterations which change the exterior appearance of the home and or/landscape.

Failure to submit plans required by this Section or to obtain written approval of the ARC prior to commencing work may result in a fine in the amount of \$250.00 being charged to the Owner's assessment account.

Portable recreational and play equipment, including inflatable wading pools for children, do not require architectural review, but must be removed and stored indoors when not in use.

Permanent and portable basketball hoops are permitted, provided that they are mounted on free-standing poles. Portable basketball hoops must be upright and may not be grounded with sandbags or other unsightly items. Permanent and portable basketball hoops must be kept in good condition. No basketball hoops, permanent play sets or jungle gyms are permitted in the parkway.

The replacement of lawns requires the prior written approval of the Architectural Review Committee, as provided above. Provided, however, that no artificial turf or artificial grass shall be permitted as a replacement of a grass lawn.

- 2.12 **Skateboarding/Loitering.** No skateboarding, bike riding or basketball playing is allowed on the tennis courts or walkways around the clubhouse area. Loitering is not permitted near the clubhouse during periods that the pool is closed. Owners renting the clubhouse during these times may use the outside front porch for their guests only.
- 2.13 **Clubhouse/Pool/Tennis Court Use.** Owners who are delinquent by more than thirty (30) days on the payment of any assessments or other charges or amounts owed to the Association shall be prohibited from using the clubhouse, pool and tennis court on the Property until all such sums due and owing to the Association are paid in full. Owners who are found to be in violation of

the Declaration, By-Laws or these Rules and Regulations shall be prohibited from using the clubhouse, pool and tennis court on the Property until the violation is corrected as directed by the Board.

There is no alcohol allowed. There is no smoking (including e-cigarettes) in the pool area; smoking is permitted near the ashtray at least 15 feet from the front doors of the clubhouse. Glass containers are not allowed in the pool area. Other rules may be posted at the pool.

**2.14 Guest Usage of the Pool.** Owners may bring guests to use the pool. The following rules are hereby promulgated:

1. Only four (4) guests per household are permitted.
2. In order to assure the safety of all pool users and recognizing that children under a certain age tend to not be as proficient or confident in the pool as older, more-experienced swimmers, an adult Owner, or a member of an Owner's family or household who is sixteen (16) years of age or older, must accompany children fifteen (15) years of age and under.
3. Children that are sixteen (16) or seventeen (17) years of age may come to the pool without an adult, but may not bring guests.
4. All Owners must sign in with lifeguards.
5. Lifeguards are present for emergency purposes.
6. Children shall be supervised at all times. Owners are responsible for the acts and actions of their children and the children that reside in their homes.
7. Children that are five (5) years of age or younger must be accompanied when using the restroom facilities. Children that are six (6) years of age or older must use gender appropriate restroom facilities.

**2.15 Above Ground Pools.** Any pool exceeding thirty-six inches (36") in water depth is considered a swimming pool and must adhere to the requirements for above ground pools. All above ground pools must be decked and skirted. All Installations must be granted prior approval by the ARC and follow all Village of Montgomery ordinances, rules and regulations, including, but not limited to, the Village requirement that all pools that have the capacity to hold twenty-four inches (24") or more of water depth are required to have a permit issued by the Village, and all Owners wishing to install such pools must provide the Village permit to the ARC. Temporary/seasonal pools which are thirty-six inches (36") or less in water depth must be placed in the rear yard and may not be set up earlier than one week before Memorial Day and must be removed one week after Labor Day. These pools do not need to be decked or skirted, but must comply with all Village ordinances, rules and regulations.

**2.16 Pool Passes.** Anyone desiring to use the pool must have an Association issued photo ID and his/her Swipe card in order to use the pool. Association ID cards will be issued to the Owner(s) as shown in the records of the Kendall County Recorder of Deeds. Children under the age of sixteen (16) will have their names listed on the reverse side of the photo ID. Children who are sixteen (16) or seventeen (17) that reside at the home may be issued an ID card but MAY NOT bring guests. Renters may be issued Association ID cards and have the use of the pool only if given written permission from the Owner that they are renting from. If Owners have family or anyone living with them other than a spouse (or partner via civil union) or children, those individuals may only use the pool as a guest of the Owner, and may not come to the pool on their own without being accompanied by the Owner.

2.17 **Sex Offenders and Sexual Predators.** In keeping with the public policy of the State of Illinois, and to protect the health and safety of families residing within the Property, no individual who is a "sexual predator", as that term is defined by the Illinois State Police, or who is required to register as a sex offender in any State shall be permitted to come upon or use, in any fashion whatsoever, any of the Association's Common Areas and Common Facilities. The Association's Common Areas and Common Facilities include, but are not limited to, the Recreation Areas, Recreation Facilities, Clubhouse, and Open Spaces. The Association's swimming pool and all of the parks located within the Property are included within the definitions of these prohibited areas.

The Association assumes no duty to undertake or engage in any independent efforts to determine whether a particular user of the Common Areas and Common Facilities is a convicted sex offender or sexual predator. Further, the Association assumes no duty to warn or protect any users of the Common Areas or Common Facilities from a convicted sex offender or sexual predator.

2.18 **Home Businesses.** No commercial business may be operated from a home. A commercial business is defined as one that involves retail traffic, including, but not limited to, customers or clients coming onto the Property.

2.19 **Staining of Decks/Fences.** Staining is not required. No white or colored paints are permitted.

2.20 **ATV's, Go-carts, Snow Mobiles and Motorized/Battery Vehicles.** ATV's, go-carts, snowmobiles, motor or battery driven bikes, scooters, etc. **may not** be driven on any part of the Common Area including, but not limited to, the pond area.

2.21 **SHEDS.** Storage buildings and sheds of all kinds shall not be installed on the Property.

2.22 **Pond/Common Area.** Owners who border the pond area are prohibited from mowing two feet (2') or further beyond the property line of their Unit. Anyone mowing into the prairie area will be fined one hundred dollars (\$100) per occurrence and the costs of repairing any and all damage to such area occurring as a result of the Owner's actions will be charged back to the Owner. No structure of any kind is permitted in the pond area.

2.23 **Mailboxes.** There are now different styles of mailboxes permitted in the Association. These include the traditional cedar mailbox, as well as various Rubbermaid styles as pictured in the enclosed attachment. Please refer to the attachment for descriptions of styles of permissible mailboxes.

2.24 **Use of Recreational Areas and Facilities.** As per Section 2.4 of the Declaration, any Owner may delegate its right of enjoyment to the Recreation Areas and Recreation Facilities to tenants, subject to the same rules and regulations on usage applicable to Owners. In doing so, it is understood that the Owner then relinquishes their right of usage of the Recreation Areas and Recreation Facilities for so long as such right is delegated to the Owner's tenants, as "delegate" means "to give or commit to another".

2.25 **Leasing of Homes.** As per Section 15.7 of the Declaration, no home may be leased or rented for a period of less than six (6) months, and all leases must be in writing. All tenants leasing a home shall be subject to the Declaration, By-Laws and these Rules and Regulations. Additionally, any Owner leasing his or her home shall deliver a copy of the lease to the Association not later



than the date of occupancy of the home or ten (10) days after the lease is signed, whichever occurs first.

### SECTION 3. ENFORCEMENT PROVISIONS FOR VIOLATIONS:

#### A. Intent

The purpose of the enforcement section of these Rules and Regulations is to provide a governing mechanism that establishes a set of procedures that will enable the Board to reach decisions which will promote the common good of the Association. The Board reserves the right to consider mitigating circumstances when enforcing the Declaration, By-Laws or these Rules and Regulations. Such exceptions shall not constitute a waiver of the Association's right to enforce the Declaration, Bylaws and the Rules and Regulations in their entirety in the future. Unless the Board is notified of rule infractions by the Owners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners, each Owner's cooperation and participation is encouraged. Please note that the Board can only enforce violations of the Association's Declarations, By-Laws and Rules and Regulations. Any violations of governmental code or law must be referred to the appropriate governing body.

**Please note:** These "Association Rules & Regulations" constitute only a portion of the complete covenants, by-laws and rules of the Association. The remedies provided in these Rules and Regulations are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations thereof or of these Rules and Regulations of the Association. Additionally, in the event the Board determines a violation to be of an exceptional nature, the Board reserves the right to forego the remedies provided in these Rules and Regulations and to instead pursue any and all rights and remedies provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations of these Rules and Regulations.

#### B. Fines

The Board of Directors has set up a fining structure for violations. The fining structure shall be as follows:

##### **FINING SCHEDULE**

**1<sup>st</sup> offense- written warning**

**2<sup>nd</sup> offense- \$50.00 fine**

**3<sup>rd</sup> offense- \$100.00 fine**

**4<sup>th</sup> and subsequent offense- fined daily@ \$50 per day**

#### C. Notice and Hearing Procedure

1. Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Violation Complaint attached hereto as Exhibit A. Such complaint shall be sent to the Board.

At a minimum, the complaint shall set forth:

- a. The name, address and phone number of the complaining witness;

b. The Owner's name, Unit number or address of the Unit where the person or resident complained of resides;

c. The specific details or description of the violation, including the date, time and location where the violation occurred;

d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary; and

e. The signature and address of the complaining witness and the date on which the complaint is made.

When a complaint is made pursuant to the above, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B (hereafter "Notice of Violation").

In the event the alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action and forego the procedures set forth in these Rules and Regulations.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

2. If any Owner charged with violation believes either that no violation has occurred or that he or she has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:

a. Within thirty (30) days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form (Exhibit C), which is attached to the Notice of Violation, and by returning it to the Board.

b. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board at the next regularly scheduled Board meeting or by special arrangement with the Board.

c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote of the Board, whose decision shall be final and binding on the Owners and the Association.

- d. Payment of any violations assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has made its determination. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit D.
3. If no request for a hearing is filed within Thirty (30) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate remedies shall be implemented. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.

D. Remedies

If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the following shall occur: If found to have committed a violation of a given provision of the Declaration, By-Laws or Rules and Regulations, the Owner shall be notified of the finding by the Association or its duly authorized agents that a violation has occurred and notified of the amount of the fine, if any, that will be charged to the Owner as set forth in these Rules and Regulations. In addition, any legal expenses and costs incurred by the Association or any actual damages incurred at the Association's expense may be charged back to the Owner.

Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. All charges imposed hereunder shall be charged the Owner's account and shall be collectible in the same manner as any regular or special assessment against the Owner, as provided in the Declaration. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof.

Failure to rectify a violation can result in legal action and/or action by the Board to correct the violation, and all expenses incurred by the Association, including but not limited to attorneys' fees and court costs, in connection with any violations of the Declaration, By-laws, or these Rules and Regulations and/or the enforcement thereof shall be charged to the responsible Owner's account.

Lakewood Creek Homeowners Association  
VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all known information, if unknown, so state. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION:

Witness's Name                      Address                      Unit No.                      Phone No.

Names, Addresses, Unit #'s & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR:

Violator's Name                      Address                      Unit No.                      Phone No.

Name, Addresses, Unit # and Phone # of Unit Owner, if different

INFORMATION CONCERNING VIOLATION:

Violation Date      Time              Location

Section(s) of Declaration, By-Laws or Rules & Regulations violated

Witness' Observations:

Were any photographs or sound recordings made? Yes No By whom?

Include all tapes of photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO BE. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEY TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_, 20 \_\_\_\_\_

NOTICE OF VIOLATION

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ TIME: \_\_\_\_\_

SEND: CERTIFIED MAIL RETURN RECEIPT REQUESTED

Re: Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner of the Unit at \_\_\_\_\_, \_\_\_\_\_, Illinois that you are charged with a violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions which caused this complaint occurred on or about \_\_\_\_\_, 20\_\_\_\_, and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_

The Association is governed by the Declaration, By-Laws and various Rules and Regulations which you are charged with violating. You must take the action explained in the Association's Policy and Procedures section in the Rules and Regulations if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN THIRTY (30) DAYS OR FAIL TO APPEAR AT A HEARING (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND TO HAVE COMMITTED THE VIOLATION(S) BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT. ADDITIONALLY, IF YOU REQUEST A HEARING AND FAIL TO APPEAR, THE HEARING MAY PROCEED WITHOUT YOU.

IF A VIOLATION EXISTS WHICH HAS RESULTED IN DAMAGE TO ANY COMMON AREA OR HAS RESULTED IN ANY DAMAGE OR ANY UNAUTHORIZED CONDITION ON THE PROPERTY AND IT IS DETERMINED THAT YOU ARE RESPONSIBLE FOR SUCH DAMAGE, THE ASSOCIATION MAY CORRECT THE VIOLATION AND ANY SUCH DAMAGE AT YOUR EXPENSE. Please consult the Association's Declaration and Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address listed below. The request MUST be received within thirty (30) days.

Lakewood Creek Homeowners Association

BY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

cc: Regular Mail

REQUEST FOR A HEARING

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_\_\_, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Lakewood Creek Homeowners Association.

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Owners Printed Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Phone Date

NOTICE OF DETERMINATION REGARDING VIOLATION

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. Pursuant to the Association rules:

- A hearing was held at your request; OR
- You have admitted to the violation by DEFAULT and waived you right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:  

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- You were found not to have committed the alleged violation and no action will be taken.
- A \_\_\_\_\_ violation of the Association's Declaration, (1st, 2nd, etc.) By-Laws or Rules and Regulations has occurred and a fine in the amount of \$ \_\_\_\_\_ is now due.
- Damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have been incurred and are now due.
- Legal expenses in the amount of \$ \_\_\_\_\_ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- As a result of a second or subsequent violation, we have instructed the Association's attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Lakewood Creek Homeowners Association

BY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_