

This binder has been furnished to all Unit Owners of record as of October 1, 2006 at no charge.

Amendments, Updates and Corrections which may be adopted by the Board of Directors from time to time, will be furnished to the Unit Owner of record for inclusion into this book. Unit Owners are required to provide this book, including any and all amendments, updates and corrections to any new Unit Owner. Replacement books will be available through the Property Management Company for a charge of \$50.00 each.

### Revision History

Revision Number	Comments	Page (s)	Publication Date	Adopted by Board
1.0	First Publication		October 1, 2006	December 6, 2006
1.1	Added "Page(s) column to revision table	1	May 2007	February 7, 2007
	9.05.(i) – changed "notification" to "written notification"	36		
	9.06 Edited to reflect changes to Village Building Department procedural changes that require ARC approval to be submitted along with permit application	37		
	Corrected total number of homeowners	6		
1.2	Changed 10.07.b.3 a and b to remove date restriction on portable basketball hoops and require storage inside when not in use.	47	May 2007	May 16, 2007
	Changed 10.18.b.2.i to clarify fence requirement for swimming pools	78		
1.3	changed definition of "Truck" to be more specific and not apply to passenger vehicles with "B" plates	10	April 2009	April 15, 2009
	Added definition for "Service Vehicle"			
1.4	Added \$25.00 ARC fee. Removed ARC updates on web	35-36 & 40	November 2009	November 10, 2009
	Added \$100.00 administrative fee for accounts referred to collection	12		
	Updated Appendix A with new management contact information	87 Appendix A		
1.5	Clarified temporary parking of recreational vehicles consistent with Declaration Article 8.13	13-14	November 2010	November 2, 2010
	Clarified definition for Swimming Pool. Added definition and requirements / exceptions for Kiddie Pool / Wading Pool	78-81		
	Corrected last sentence of 11.04.3.d to be grammatically correct	84		
1.6	Changed scheduling time for violation hearings to always follow the next regularly scheduled board meeting instead of within 30 days of request	82	April 2011	April 2011
1.7	Added \$25 fine for Garage Sale signs on Community property	26	June 2011	June 2011
1.7a	Adopted Amendment #1	88	March 2012	April 2012

**Revision History Continued**

Revision Number	Comments	Page (s)	Publication Date	Adopted by Board
1.8	Defined acceptable methods for submitting written requests for hearing	82	April 2013	April 2013
	Incorporated original quality standards and prohibited materials into Architectural Standards	41		
1.9	Modified Section VII Leasing of Units	27-28	November 2013	November 2013
	Added Exhibit C & D	90-91		

WHEREAS, The Board of Directors shall have the authority from time to time to adopt Community Association Rules and Regulations governing those aspects of the administration, maintenance, operation and use of the Developed Property and Community Areas consistent with and subject to the provisions of this Declaration and the authority of the Trust as provided in Article V of the Declaration; and

WHEREAS, the Board is charged with the enforcement of the covenants, conditions, restrictions, easements, reservations, charges and liens contained in the Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration"), the Trust Rules and Regulations, the Architectural Standards and the Community Association Rules and Regulations; and

WHEREAS, The Valley Lakes Trust shall have the powers, duties and responsibilities to adopt and enforce Architectural Standards as provided in Article VIII of the Declaration; and

WHEREAS, The Board of Directors has been empowered to act and to exercise such powers and discharge such duties and responsibilities of the Trust; and

WHEREAS, the affairs of The Valley Lakes Community Association, Inc. ("Community Association") are managed by its Board of Directors ("Board"); and

WHEREAS, the Board deems it to be in the best interests of the Community Association to adopt a comprehensive and complete set of Rules and Regulations including a uniform and systematic procedure for imposing fines for said violations and for the collection of those fines in a timely manner and a comprehensive and revised set of Architectural Standards;

NOW, THEREFORE, BE IT RESOLVED that the attached Community Association Rules and Regulations and Architectural Standards be adopted. These Rules and Regulations replace any and all previous Rules and Regulations and Architectural Standards in their entirety.

These Rules and Regulations and Architectural Standards shall be effective upon adoption.

Adopted by the Board on December 6, 2006

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John F. Flader, President

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Jennifer Williams, Treasurer

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John R. Gutknecht, Secretary

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## Article I. Introduction

The Board of Directors welcomes you to membership in the Valley Lakes Community Association, Inc. ("Community Association"). We sincerely extend our best wishes to you in your new home and hope you enjoy living in our community.

Community Association membership includes 1171 Unit Owners. Commonly referred to as the "Master Association" the Community Association membership consists of 968 single family homes and 203 townhomes. Owners of townhomes are also members of either the "Remington Trails Townhome Association" or the "Natures Cove at Valley Lakes Townhome Association." The Community Association owns approximately 400 acres of open space (known as "Community Areas" and is responsible for the landscaping and maintenance of those areas. The open space consists of a mix of landscaped areas (including the entrance areas and detention ponds) as well as natural or undisturbed wetland areas. (*The properties immediately surrounding each townhome building in both Natures Cove and Remington Trails neighborhoods are owned by the individual townhome associations and subject to separate rules and regulations as adopted by the individual associations.*) The Community Association is responsible for the enforcement and protection of the Declaration of Covenants, Conditions, Restrictions and Easements that is binding on all Unit Owners within Valley Lakes.

The Board of Directors hires a Property Management Company to handle the day-to-day operation and financial business of the Community Association. The Board of Directors is responsible for the conduct and performance of all maintenance and services contracted for and paid for through your Community Association.

For emergency problems, questions or other issues, please contact the Property Management Company. If you feel it is necessary to address the Board of Directors, please do so in writing via the Property Management Company. You may also contact members of the Board of Directors via e-mail by visiting the Community Associations website at [www.ValleyLakes.org](http://www.ValleyLakes.org)

We all wish to maintain an outstanding community and we feel sure you recognize the need for rules and regulations to keep things running smoothly and to ensure a pleasant, comfortable and enjoyable environment. The information contained in these Rules and Regulations is designed to achieve and maintain this goal as well as comply with the Community Association's Declaration of Covenants and By-laws.

The creation of the Rules and Regulations listed in this handbook were based on the following criteria:

- Compliance with and enforcement of the Declaration of Covenants
- Compliance with and enforcement of the By-laws

- Protection of property values
- Protection of the Community Areas
- Avoidance of unnecessary Community Association expense and services
- Avoidance of unnecessary physical risks
- Elimination of tangible annoyances
- Elimination of potential health risks
- Preservation of aesthetics
- Preservation of the environment
- Reinforcement of village/county ordinances
- Protection of Unit Owners investment and integrity
- Preservation of the architectural / engineering integrity
- Maintenance of the architectural character of the community

It is recommended that Unit Owners (and renters) thoroughly review the Declaration of Covenants, Conditions, Restrictions and Easement for the Valley Lakes Community Association and By-Laws of the Valley Lakes Community Association for additional information regarding rights and responsibility of ownership. Each resident was provided a copy of the Declaration and By-Laws prior to closing of each unit when purchased from one of the original builders. A copy of the Declaration, By-Laws and these Rules and Regulations must be provided to any new Unit Owner by the selling Unit Owner and by a Unit Owner to his/her tenants. Copies of all of these documents can be obtained from the Property Management Company for a fee set by contract, which covers printing and postage. Appendix A contains contact information for the Property Management Company. Copies are also available to download at no charge from the Community Association's web site at <http://www.ValleyLakes.Org>

As outlined in the Declaration of Covenants, Article IV, Section 3 paragraph 3 these Rules and Regulations are binding on all Unit Owners, renters, their families and guests.

All rules, regulations, restrictions and covenants contained in the Declaration of Covenants, Conditions, Restrictions and Easements for the Valley Lakes Community Association, Inc. are incorporated into these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-laws or Rules are Regulation are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws and the Rules and Regulations, in that order.

Additional rights, responsibilities and obligations apply to all Unit Owners who are also members of the "Remington Trails Townhome Association" or the "Natures Cove at Valley Lakes Townhome Association." These Unit Owners should refer to their individual townhome association's declaration of covenants, by-laws and rules and regulations for details. To the extent that the provisions of applicable law, the Community Association Declaration, By-laws and/or Rules and Regulation, and any sub-association declaration, by-laws and/or rules and regulations are in conflict, the

provisions of applicable law shall first control followed by the provisions of the Community Association Declaration, By-laws and Rules and Regulation, and any sub-association declaration, by-laws and rules and regulations, in that order.

If any Unit Owner, guest, family member or renter is found guilty of a violation of the Declaration, By-Laws or these Rules and Regulations and Architectural Standards, the Board will notify the Unit Owner, in writing, and a fine may be charged to the assessment account of the Unit Owner of the home in which the guilty person or persons reside and collected with the regular assessment. See Article XI Violations and Enforcement for procedures and details. Any fines or charges shall be charged to the Unit Owners assessment account and collected with the regular assessment.

These Rules and Regulations have been adopted by the Board of Directors as authorized by the Declaration. After initial approval of the Rules and Regulations, it shall take a majority vote by the Board of Directors to add, remove or amend any section or sub-section of the Rules and Regulations.

## Article II. Definitions

All definitions in Article I of the Declaration of Covenants, Conditions, Restrictions and Easements for the Valley Lakes Community Association, Inc., unless the context shall otherwise expressly require, shall apply equally to these Rules and Regulations.

When used in these Rules and Regulations, unless the context shall otherwise expressly require, the following words shall have the following respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms

- (a) "Architectural Standards" shall mean and refer to Article VIII through Article X (inclusive) of these Rules and Regulations including any future additions or amendments.
- (b) "Attached" shall mean and refer to any kind of connection between any object and something having a permanent location within the developed property. It shall not be limited to joined or physical connections but shall also include items that are sitting on, leaning against or otherwise adjacent, adjunct to or bordering something having a permanent location.
- (c) "Community Area" shall mean and refer to all property owned by the Valley Lakes Community Association, Inc.
- (d) "Community Association" shall mean and refer to the Valley Lakes Community Association, Inc.
- (e) "Declaration" or "Declaration of Covenants" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements for the Valley Lakes Community Association, Inc. as filed with the Lake County Records office.
- (f) "Leasing" shall mean and refer to regular, exclusive occupancy of a home by any person or persons other than the Unit Owner for which the Unit Owner may or may not receive any consideration or benefit, including, but not limited to a fee service, gratuity, or profit.
- (g) "Management Agent" shall mean and refer to the person or persons assigned by the Property Management Company, or the Board in lieu of a Property Management Company, to act as agent of record for the Community Association.
- (h) "Property Management Company" shall mean and refer to the agent, agents or company that is responsible for handling the day-to-day administrative and financial duties of the Community Association at the direction of the Board of Directors.

- (i) "Rules and Regulations" or "Rules" shall mean and refer to these Rules and Regulations including the Architectural Standards
- (j) "Service Vehicles" shall mean and refer to (without limitation) taxicabs, limousines, hearses, any type of vehicle having or carrying ladders, mechanical or construction equipment, or any vehicle carrying or having an attached sign, lettering or logo advertising a business or service.
- (k) "Truck" shall mean and refer to any vehicle having a gross vehicle weight of eight thousand one (8,001) pounds or greater, or bearing a license plate having a gross vehicle weight in pounds including vehicle and maximum load of eight thousand one (8,001) pounds or greater
- (l) "Unit Owner" shall mean and refer to the same as Record Owner as defined in Article I of the Declaration of Covenants.
- (m) "Valley Lakes" shall mean and refer to all property as legally described in Article II of the Declaration of Covenants including any amendments or additions.

## Article III. Assessments

### Section 3.01 ***Payment Schedule***

- (a) The annual Assessment shall be determined by the Board of Directors as outlined in the Declaration of Covenants Article VI.
- (b) The Board of Directors shall notify each Member in writing of the amount of the Annual Assessment for the next calendar year against the Member's Unit no later than December 15<sup>th</sup> of each year.
- (c) On or before January 1 of the ensuing calendar year, and the first day of each and every year thereafter or otherwise as provided by the Board of Directors, each Unit Owner shall be personally liable for and obligated to pay the Annual Assessment to the Community Association.
- (d) The Board of Directors shall establish a payment schedule for the upcoming calendar year for the collection of the Annual Assessment and notify all Unit Owners of the payment due dates no later than December 15<sup>th</sup> of each year.
  - (1) The payment of any dues, fees or assessments shall be in accordance with the declaration.
  - (2) There shall be one payment schedule established and it shall apply equally to all Unit Owners
  - (3) The payment collection schedule shall be no more frequent than monthly, and no less frequent than annually

### Section 3.02 ***Late Fees***

- (a) The delinquency date shall be;
  - (1) The tenth (10<sup>th</sup>) day of the billing month when billed monthly; or
  - (2) the twenty-first (21<sup>st</sup>) day of the first (1<sup>st</sup>) month of the billing quarter when billed quarterly; or
  - (3) the thirty-first (31<sup>st</sup>) day of the billing year when billed annually
- (b) Payment not received by the delinquency date shall be subject to a twenty-five dollar (\$25.00) late fee.
- (c) Late Fees shall not be waived without the approval of the Board of Directors
- (d) If any Assessment and any other sum owing to the Community Association is not paid within thirty (30) days after the Delinquency Date, the Assessment

and any such other sum shall bear interest from and after the Delinquency Date at the rate of ten (10%) percent per annum or the maximum rate of interest per annum permitted by the usury laws of the State of Illinois, whichever is less as outlined in the Declaration of Covenants, Article VI, Section 9, paragraph 2.

### Section 3.03 ***Delinquencies and Collections***

- (a) Accounts not paid in full within thirty (30) days of the delinquency date shall be considered past-due and will be subject to collection procedures as outlined in Section 6.9 of the Declaration of Covenants.
- (b) Unit Owners are responsible for all of the costs of collecting any past due Assessment and any other sum owing to the Community Association, including, but not limited to, attorneys' fees and title report costs and other costs associated with preparing and filing a complaint and maintaining and concluding such action.
  - (1) Any Unit Owner who is more than 90 days past due on any Assessment or installment payment may have their account referred to an attorney for collection proceedings
  - (2) Any Unit Owner account that has been referred to an attorney for collection shall be assessed a \$100.00 administrative fee to cover costs associated with preparing and filing the complaint. This fee is in addition to any attorney fees subsequently incurred in relation to collection.
- (c) Unit Owners who are delinquent in their Assessment may have their member voting rights temporarily suspended by the Board as allowed in the Declaration of Covenants Article IV, Section 4, Item (b)

## Article IV. Storage and Parking of Vehicles

### Section 4.01 *Parking and Vehicle Operation*

- (a) No boats, trucks, campers, trailers, tractors, motorcycles, mobile homes, service vehicles, snowmobiles, all-terrain vehicles, bicycles, jet skis, go-karts, other recreational vehicles, toys, lawn and landscape maintenance equipment and inoperable or non-used automobiles and other vehicles may be kept on any property, except in garages or other enclosed structures.
- (b) No inoperable or unlicensed automobiles shall be stored, and no repairs or maintenance to any vehicles shall be conducted outside any garage or enclosed structure on grounds containing Residence Buildings.
- (c) No vehicle may be parked on or block any portion of the sidewalk.
- (d) No vehicle may be parked on a lawn.
- (e) No vehicle may be brought in any Community Area unless authorized by the Board
- (f) Overnight parking on the street is not permitted.
  - i) Exceptions will be allowed for unusual circumstances such as overnight guests, street paving, driveway repair or resurfacing. Other than as specified in item (iii) below, advance notice to the Community Association is not required.
  - ii) Advance notification to the Round Lake Police Department is required for any occurrence and is the responsibility of the vehicle owner.
  - iii) If overnight parking is necessary for periods in excess of seven (7) consecutive days, advance notification shall be made to the Property Management Company.
  - iv) Overnight street parking of any one vehicle shall not exceed thirty (30) days in any twelve (12) month period.
- (g) Restricted vehicles described in Section 4.01(a) may be **temporarily parked** outside of a dwelling according to one of the following conditions:
  - i) The vehicle is necessary for or related to commercial or service work being done on the Unit Owner's property and is parked for no more than 8 hours at a time, but not overnight. OR;

- ii) The vehicle is a boat, camper, trailer, mobile home, snowmobile, all-terrain vehicle, jet ski, go-kart, or other recreational vehicles **and** is;
  - a. *Currently being prepared, loaded or unloaded for use in another location, **and**;*
  - b. *Parked for no more than 8 hours at a time but never overnight.*

#### Section 4.02 **Garages and Driveways**

- (a) Garages and driveways shall be maintained for parking. They shall not be enclosed, screened or used for habitation.
- (b) No permanent improvements may be made that prohibit the use of the garage for storage of at least two (2) automobiles.
- (c) Modifications, additions or other changes to the driveway are restricted as outlined in the Driveways and Walkways section of the Architectural Standards.

#### Section 4.03 **Licensing**

- (a) Cars parked in driveways must be in operating condition and must have valid State license plates and any required Municipal registrations.

#### Section 4.04 **Driving**

- (a) Driving of vehicles in any area other than roadways or driveways is prohibited.

#### Section 4.05 **Other Vehicles**

- (a) The operation of snowmobiles, all-terrain vehicles, mini-bikes, go-karts and similar vehicles shall not be allowed anywhere within Valley Lakes.

## Article V. Community Association Property

### Section 5.01 *Use of Property*

- (a) All Valley Lakes residents and their guests are permitted to use, on a non-exclusive basis and in common with each other, certain areas designated as "Community Areas" in accordance with Article III of the declaration.
- (b) Community Areas include landscape buffer areas throughout and surrounding Valley Lakes, open areas including detention ponds and various wetlands within the boundaries of Valley Lakes as legally described in the Declaration.
  - i) Common areas in townhome neighborhoods including the areas immediately adjacent to and surrounding the townhome dwellings, are owned by either the "Remington Trails Townhome Association" or the "Natures Cove at Valley Lakes Townhome Association" and are not considered Community Areas or subject to these Rules and Regulations.
  - ii) Unit Owners of townhomes are advised to check with their individual townhome association for any rules and regulations regarding the use of their common property.
- (c) All use of Community Areas shall be subject to the following restrictions:
  - i) Any pets brought into a Community Area must be kept on a leash, and Unit Owners are required to clean up after their pets.
  - ii) No resident may convert Community Areas to their exclusive use. This prohibition shall include, but not be limited to, a prohibition against placing any Structure (e.g. a swing set, fence or deck) or furniture in any Community Area, and a prohibition against installing, maintaining or removing any landscaping or grass in any Community Area.
  - iii) No sports or recreational equipment may be set up or used in any Community Areas without prior written approval from the Board of Directors
  - iv) Landscape waste and debris may not be dumped or deposited in any Community Areas.
  - v) No resident shall feed any wildlife within any Community Areas including, but not limited to, ducks, geese, deer, minks, otters, and foxes.
- (d) It is forbidden for any Unit Owner, resident or guest to interfere with, harm or cause harm to come to any animal or plant life in any Community Area

## Section 5.02 ***Ponds***

- (a) The ponds throughout Valley Lakes are primarily for storm water management and serve as an aesthetic amenity only, and no other use thereof, including, and without limitation, fishing, skating, wading, swimming, boating, playing with personal flotation devices or recreational equipment shall be permitted
- (b) The Association shall not be responsible for any loss, damage, or injury to any person or premises arising out of the authorized or unauthorized use of any pond.
- (c) The ponds and wetlands are an integrated system that shall not be contaminated by anything. Items such as garbage (of any type), grease, motor oil, etc., are prohibited from being disposed of into the ponds. This includes discharge into any of the storm sewer inlets on streets and throughout Valley Lakes. If damage to the pond or waterway is caused by a Unit Owner, their guests, or their dependants, the Unit Owner will be charged any clean up expenses including any legal fees or penalties.
- (d) The maintenance, care and upkeep of all ponds and wetlands shall be the sole responsibility of the Association. No Unit Owner may perform or cause to have performed any work in or around the ponds or wetlands within Valley Lakes without the advance written permission of the Board of Directors.
- (e) No animal life shall be introduced into any pond.

## Article VI. General

### Section 6.01 *Maintenance*

- (a) It is each Unit Owner's responsibility to keep the exterior of their home and yard in good and clean condition and repair.

### Section 6.02 *Nuisances and Noise*

- (a) There shall be no unlawful, noxious, or offensive activity on any grounds containing residences, within any residence, or in any Community Areas which either willfully or negligently may become a nuisance or annoyance to any other resident.
- (b) No one shall operate any machines, appliances, accessories, or equipment in such a manner as to cause an unreasonable disturbance to others.
- (c) No portion of the Property shall be used, in whole or in part, for the storage of any premises or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the surrounding premises.
- (d) It shall be prohibited for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either unreasonably annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the limits of Valley Lakes.
- (e) Fireworks of any kind are strictly prohibited.

### Section 6.03 *Storage and Disposal of Garbage*

- (a) There shall be no dumping, storage, or disposal of trash, garbage, rubbish, debris, refuse piles, or other waste material on the grounds of any residence, except if kept in sanitary containers located in garages or in service yards which are visually screened from view
- (b) Unit Owners shall contract for garbage service as part of their water and sewer service with the Village of Round Lake or authorized agency.
- (c) All rubbish, trash, garbage, and yard waste including any and all garbage, recycling and yard waste containers shall be kept out of sight in the interior of the garage or behind an ARC approved fence or screen so that they are out of view from the front of the residence; until the permitted time to place it at the curb for pickup.

- (d) Garbage may not be burned anywhere within Valley Lakes.
- (e) Garbage containers, lawn refuse, and/or recycle bins should only be placed outside for collection at the designated curbside area only from 6:00 P.M. the night before pick-up until 6:00 A.M. the day after pick-up.
- (f) If pick up is required of oversized items (e.g. appliances, carpet, plywood) special arrangements will be required to be made with Waste Management. Unit Owners should contact the Village of Round Lake or Waste Management for details.
- (g) Unit Owners shall ensure that all garbage and/or recycling containers placed out for pick-up are securely closed and not over-filled.
- (h) Unit Owners are responsible for promptly removing and cleaning up any garbage and/or recycling material not removed by Waste Management.
- (i) Yard waste pickup is available for an extra charge by contacting Waste Management.
- (j) The dumping or disposal of oil, grease, paint or any other chemical, residual substances or any substance or particles from holding tanks of any type is not permitted anywhere within the property.
  - i) To properly dispose of hazardous waste materials, residents should contact the Solid Waste Agency of Lake County (SWALCO) at 847-336-9340 for more information.

#### Section 6.04 ***Home Business / Commercial Activity***

- (a) Valley Lakes is a residential community and all Property use must conform to the applicable Village of Round Lake zoning ordinances.
- (b) No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Areas without prior written approval from the Board of Directors.
- (c) Each home shall only be used as a residence; provided that no Unit Owner shall be precluded, with respect to their home, from conducting in-home businesses or business activity not otherwise prohibited by the ordinances of the Village of Round Lake or other applicable law.

#### Section 6.05 ***Home Sales and Moving Policies***

- (a) The Unit Owner shall provide to the Property Management Company a formal written letter of intent to sell including the proposed date of closing. This letter must include;
  - i) The name, address and phone number of the Unit Owner.
  - ii) The name, address and phone number any mortgage companies.
  - iii) The name, address and phone number of the attorney
  - iv) The name, address and phone number of the new Unit Owner
- (b) This information shall be provided at least 30 days prior to closing to enable a timely receipt of the paid assessment letter which is required by the purchaser's mortgage lender and Title Company
  - i) The Property Management Company may charge a small fee (as set by contract) for this service. The payment of this fee is the responsibility of the Unit Owner.
  - ii) All fines, assessments and other fees must be paid in full before a paid assessment letter will be issued.
  - iii) If the Unit Owner's assessment account is not paid in full, a letter will be issued stipulating the balance owed, which will be due and payable at the time of closing.
- (c) The seller must provide a copy of the Declaration, By-Laws and these Rules and Regulations to the buyer on any sale or transfer of property.

- (d) Upon request, the managing agent will supply the buyer with a copy of the Declaration, By-Laws and Rules and Regulations. There may be a charge for this service as set by contract.
- (e) In connection with the sale and/or refinancing of your home, you may be required to obtain a certificate of insurance, which demonstrates evidence of the master comprehensive coverage held by the Community Association. If you require a certificate of insurance, please contact the Property Management Company.
- (f) Excluding public roadways, and sidewalks, moving trucks, vehicles, crews and equipment may not enter into or use any portion of the Community Areas.
- (g) Moving trucks and vehicles shall not block any portion of any sidewalk or public roadway.
- (h) Moving trucks and vehicles shall not be stored on the property overnight without advance approval from the Board of Directors and the Village of Round Lake Police Department.
- (i) The use of temporary and/or mobile storage containers (such as PODS or Portable On Demand Storage) is permitted with the following limitations
  - i) Storage containers must be placed on the driveway or in the garage
  - ii) No storage container shall be placed in the street
  - iii) No storage container shall block any portion of a public sidewalk
  - iv) No storage container shall be placed in a driveway apron or within the Village right of way
  - v) No storage container shall be placed in a lawn
  - vi) Storage containers shall be kept closed and locked when not being loaded or unloaded
  - vii) The use of storage containers on any one property shall be limited to seven (7) consecutive days, or seven (7) total days within a twelve (12) month period, for any and all containers brought to or used on that property. This restriction is inclusive of all containers brought to or used on a site as a whole and shall not be applied to every individual unit or container separately.

## Section 6.06 ***Pets***

General Statement from the Board of Directors:

*Ownership of a pet is a responsibility not only to the care of the pet, but to the neighbors and commonly held property. This is particularly true in the relatively close confines of our community. Pet owners must accept that any animal, even their beloved household pet, is a potential threat to children, adults and the commonly maintained property. It is not the goal of this Board to restrict the rights of any pet owner, however in support of the requirements in the Declaration and to protect our community property and all residents the following regulations are set forth on all residents.*

- (a) No animals of any kind are permitted in the retention ponds, wetlands or non-landscaped portions of any Community Area.
- (b) No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be allowed in any other Community Area except for dogs which are kept as household pets and restrained as required below.
- (c) All dogs must be restrained by leash, cord or chain no more than eight (8) feet (excluding recoil leashes) in length and held by a person physically capable of controlling the animal anytime the animal is on Community Areas within Valley Lakes.
- (d) No dogs may be tethered, tied, or kept in any Community Area or tethered, tied or kept in a manner which allows them to access Community Areas.
- (e) Dogs are not allowed to soil, defile, defecate or deface Community Areas without immediate cleanup or repair.
  - i) All pet owners MUST carry a plastic bag and/or device to clean the defecated areas immediately. The cost of repairing any damage caused by the pet(s), including repair of the Community Areas, or the cost to remedy any problems related to the actions of a pet, shall be the responsibility of the Unit Owner.
- (f) Animals must be restrained by leash or cord when on private property unless enclosed in a secure fenced area.
- (g) Animals are not allowed to habitually snap, growl, snarl or otherwise threaten persons using the Community Areas or neighboring properties.
- (h) Animals are not allowed to howl, yelp, whine, meow, bark or make any such noise so far as to unreasonably disturb the peace of any Community Association member or their guests.

### **Section 6.07 *Non Permitted Acts***

Per the Declaration of Covenants, Article VIII, Section 17; No resident or guest shall be permitted:

- (a) to camp or place a tent or trailer or any type of camping device in a wetland.
- (b) to cut, break, injure, destroy, take or remove any trees, shrub, timber, flower, plant or other natural objects including rocks, soil, or water from a dedicated wetland: except that small quantities of such materials may be collected and removed for scientific or educational purposes by written permit from the Architectural Review Committee and except for management under supervision of its authorized agents.
- (c) to kill, cause to be killed, harass, pursue or take any mammal, bird, reptile, amphibian, or invertebrate or its nest or habitat in a dedicated wetland; except that small quantities of such materials may be collected and removed for scientific or educational purposes by written authorization from the Architectural Review Committee, and except for management purposes under the direct supervision of agents of the Architectural Review Committee.
- (d) to conduct scientific research in a dedicated nature preserve without written authorization from the Architectural Review Committee.
- (e) to possess a firearm, air gun, slingshot, bow and arrow, or any other weapon within the boundaries of any dedicated wetland, except authorized peace officers and as authorized for management and control measures for wildlife population control under the supervision of agents of the Architectural Review Committee.
- (f) to take, mutilate, deface, move or destroy any structure, improvement, work or sign, or any stone, soil, or other natural object or material in any dedicated wetland, except for management under the direct supervision of agents of the Architectural Review Committee.
- (g) to operate a motor vehicle or wheeled vehicle in any dedicated wetland other than on designated roadways or parking areas or to park a motor vehicle except in designated parking areas, except for maintenance and management vehicles operated by agents of the Architectural Review Committee.
- (h) to build or light any fire or willfully or carelessly permit any fire which has ignited or been caused to ignite or which is under his charge and care to spread or extend to or burn any part of a dedicated wetland, except for prescribed burning for vegetation management under the direct supervision of a designated agent of the Architectural Review Committee.
- (i) to discard rubbish of any kind in any dedicated wetland except in designated containers provided by duly authorized agents of the Architectural Review Committee.
- (j) to bring or allow to enter into a dedicated wetland any dog, cat or other animal or pet.

- (k) to engage in disorderly conduct within any dedicated wetland.
- (l) to engage in any sporting or athletic activity, including swimming, within the boundaries of any dedicated wetland.
- (m) to enter a dedicated wetland as a group of minors without adequate supervision. At least one responsible adult shall accompany each group of not more than fifteen (15) minors.
- (n) to plant or disperse any native or non-native plant species or their parts into any dedicated wetland without written approval of the Architectural Review Committee or its authorized agents.
- (o) to release or disperse any native or non-native animal species into any dedicated wetland without the written approval of the Architectural Review Committee or its authorized agents.
- (p) to spread fertilizer or herbicides within twenty-five (25) feet of the wetland. Herbicide may be used to control noxious weeds and non-native plant species only upon consultation with a qualified wetland specialist and a licensed herbicide applicator.

### Section 6.08 ***Landscape and Outdoor Water Use Restrictions***

In compliance with the Illinois Department of Transportation, Division of Water Resources, Lake Michigan Management and the Village of Round Lake, exterior water usage is restricted as follows:

- (a) The use of water from the municipal water system for use in sodded or seeded lawn irrigation from May 15th through September 15th of each year is prohibited between the hours of 12:01 pm (Noon) and 6 pm, Monday through Friday, except that newly sodded or seeded areas of lawns may be watered at any time for a two-week period following installation of such sod or planting of such seed.
- (1) At all other times from Monday through Friday, outside water use shall be further restricted, as follows:
  - a) Occupants with even-numbered residences or other structures will be permitted to water lawns and gardens, wash cars and vehicles and use water for outside use only on even-numbered days;
  - b) Occupants with odd- numbered residences or other structures will be permitted to water lawns and gardens, wash cars and vehicles and use water for outside use only on odd-numbered days.

Additional restrictions may be imposed by the Village of Round Lake as needed. Residents are encouraged to check with the Village to ensure compliance.

### Section 6.09 ***Mailboxes***

- (a) Leaflets, posters or flyers placed on the front door or garage door should be disposed of in a timely manner. Per the United States Postal Service, nothing is allowed to be attached or affixed to the mailboxes.
- (b) Mailboxes shall remain grouped in clusters of two, three or more as per the United States Postal Service and Village of Round Lake regulations.
- (c) Single Family Mailboxes are the property of the individual Unit Owners
  - i) When one (1) or more mailboxes share a post or set of posts, all Unit Owners shall share equal parts ownership of the post or posts.
  - ii) When one (1) or more mailboxes share a post or set of posts, the individual Unit Owners shall retain ownership of their individual mailboxes.

- (d) Single Family Mailboxes which were originally provided by the builder or developer shall be maintained in the style, color and configuration as originally installed and used throughout the individual neighborhood.
  - i) Different styles exist in different neighborhoods and shall be maintained throughout that neighborhood on all posts and mailboxes..
- (e) In neighborhoods where the builder did not furnish a mailbox no style or color restrictions apply with the following exceptions;
  - a. The post or posts shall be securely installed in the ground;
  - b. The mailbox shall meet all US Postal Service Requirements.
- (f) To aid in the repair and replacement of mailboxes and posts, and to simplify the sharing of costs between Unit Owners, the Property Management Company shall offer, at the Unit Owners Request, a contracted service to repair and/or replace the mailbox per these Rules and Regulations.
  - i) This service will be sub-contracted by the Property Management Company.
  - ii) The Property Management Company will pay for the costs of this replacement and then divide that amount equally among all affected Unit Owners and include this on their next quarterly statement.
  - iii) Pre-paid service costs that are included in the quarterly statement will be subject to the same terms of payment as the regular assessment.
  - iv) If a Unit Owner fails to repair a broken or damaged mailbox or post within 10 days, the Property Management Company may have the mailbox repaired or replaced and charge any costs associated with the repair or replacement to the Unit Owners account.
  - v) To arrange a repair or replacement, please contact the Property Management Company. See Appendix A for contact information.

## Section 6.10 ***Signs***

- (a) Except for the entrance signs, signs for traffic control or safety or other Board approved signs, no signs, including political endorsements, or advertising devices of any kind may be erected, posted or displayed in any Community Area.
- (b) The following specific exemptions are allowed:
  - i) Three (3) "Open House" signs may be posted; one near a main entrance, and up to two internal directional signs.

- a. *This does not include signs on private property; however the signs may only be placed on the property at which the open house is being held unless the Unit Owner has obtained permission from another Unit Owner to post signs on their property.*
  - ii) “Open House” signs may be displayed between the hours of 11:00 a.m. to 5:00 p.m. on Saturday, 11:00 a.m. to 5:00 p.m. on Sunday and 9:00 a.m. to 3:00 p.m. on Monday through Friday.
  - iii) Any “Open House” signs placed on Community Areas in violation of the exemptions stated above will be removed and disposed of.
- (c) Any other signs placed on Community Areas will be removed and disposed of.
- (d) No signs of any kind may be placed in any Village of Round Lake or Lake County right of way or parkway. This includes parkways adjacent to Community Areas as well as private property.
- (e) No illuminated signs are permitted anywhere within the property except for the main entrance and directional signs on or along Wilson Rd., Nippersink Rd., Valley Lakes Blvd, or Prairie Trail Blvd.
- (f) Garage Sale signs shall ONLY be placed on private property either at the sale location or with permission from the property owner. Garage Sale signs must comply with all Village of Round Lake ordinances.
- (g) Garage Sale signs shall NOT be permitted in or attached to Community Association property, public right of ways or on Park District property. Any signs posted in these areas shall result in a daily fine of \$25.00 being assessed to the site Unit Owners account and any such signs may also be removed and disposed of without notice

## **Article VII. Leasing or Renting of Units**

### **Section 7.01 *Notice of Intent to Lease***

- (a) Any Unit Owner who wishes to lease his/her unit shall give to the Property Management Company not less than 30 days prior notice of his/her intent to lease said property.
- (b) Any Unit Owner who is leasing his/her Unit as of the date of adoption of these Rules and Regulations, and who has not already provided the Property Management Company with such notice, shall do so within thirty (30) days of the adoption date.

### **Section 7.02 *Required Unit Owner Information***

- (a) All Unit Owners who do not reside in their Unit must have a current Homeowner/Tenant Form (Exhibit C) on file with the Property Management Company.
  - i) Any expenses incurred by the Association in attempting to locate a Unit Owner who fails to provide such information shall be assessed to the Unit Owner's account.
  - ii) Except as otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice or failing to receive notice.

### **Section 7.03 *Required Tenant Information***

- (a) All Homeowner/Tenant Forms (Exhibit C) must be completed so that each occupant of a Unit is listed, including, children and the number and types of pets. All vehicles used by the tenants, including model, make and license plate number must also be listed.

### **Section 7.04 *Leases***

- (a) All leases shall be in writing and are subject to the terms and provisions of the Association's governing documents, including but not limited to, the Declaration, By-Laws and Rules and Regulations;
- (b) A Rider to Lease in the form of Exhibit D shall be added to the lease and shall be signed by all parties executing the lease. A copy of the Rider to Lease may be obtained from the Property Management Company;

- (c) No Owner may lease less than their entire Unit, nor may the Unit be leased for transient or hotel purposes;
- (d) No renter may sublet any portion of the unit nor allow occupancy by boarders;
- (e) All leases must be for a minimum of one (1) year;
- (f) The names of all persons and identity of all pets occupying a Unit must appear on the lease;
- (g) Copies of all lease renewals must be delivered to the Property Management Company not more than ten (10) days after the execution of the lease renewal;
- (h) The Unit Owner is responsible for providing the proposed lessee(s) with a copy of the current Declaration, By-Laws and Rules and Regulations for the Association. Copies are available on the Association's web site;
- (i) The Board of Directors of The Valley Lakes Community Association, Inc. shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party to the lease in the event of default, including but not limited to terminating the lease.

### Section 7.05 ***Violations***

- (a) Unit Owners are responsible for the conduct of their tenants, guests, invitees and all others occupying or visiting their Unit;
- (b) In addition to the authority to levy fines against a Unit Owner for violations of this Rule or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall also have all further rights and remedies set out in the Declaration and By-Laws, including but not limited to an action at law or in equity against the Unit Owner and/or tenant as well as the additional right to maintain an action to terminate the lease and seek possession of the Unit, under 735 ILCS 5/9 et, seq.
- (c) Any expenses incurred by the Association and/or the Board of Directors, including costs and reasonable attorney's fees, shall be charged back to the account of the defaulting Unit Owner.

### Section 7.06 ***Effective Date***

- (a) The effective date of this Rule shall be **November 14, 2013**. Those Units that are rented on the effective date of this Rule may continue to be rented in accordance with the terms of the prior version of this Section VII until said lease expires at which time they shall be subject to these updated provisions

## Article VIII. Buildings, Landscaping and Construction

### Section 8.01 *Construction and Improvements*

- (a) No construction or other work on new exterior building or landscaping improvements and no changes to the exterior of existing improvements may be commenced until such proposed new improvements, or proposed changes to existing improvements, are approved by the Architectural Review Committee in accordance with Article VIII of the Declaration, the Architectural Standards and Guidelines to Design Review.
- (b) An Improvement, as defined in the Declaration, is not limited to “major” construction projects but generally includes anything that is installed, located or used outside of the primary residence. In general if something is too large for one person to move or carry on their own and it is used or intended for use on a regular and consistent basis, it is subject to these Rules and Regulations and Architectural Standards.
- (c) Both permanent and seasonal Improvements, Additions, Structures and other changes require approval from the Architectural Review Committee. This includes, but is not limited to the following type of items: Decks, Patios, Porches, Sheds, Fences, Walkways, Pathways, Sidewalks, Retaining walls, Grade changes, Tree removal, Major landscaping changes, Screen rooms, Tents, Gazebos, Awnings, Flagpoles, Swimming pools, Hot tubs, Recreational equipment, Dog runs, Sports equipment, Play sets, Lawn or yard ornaments, Statuary, Fountains, Ponds, And others
- (d) Unit Owners are responsible for reviewing these Rules and Regulations and Architectural Standards to determine if ADVANCE approval is required.
- (e) Temporary items that would otherwise meet the definition of Improvement do not require advance approval if the item is used, displayed or otherwise installed for less than forty-eight (48) consecutive hours and no more than four hundred and eighty (480) total hours in any twelve (12) month period.
- (f) The lack of specific Architectural Standards to define any given Improvement does not waive the requirement for approval from the Architectural Review Committee or compliance with these Rules and Regulations. Any questions on the qualifications or requirements for anything not clearly defined should be directed to the Property Management Company.
- (g) Procedures for obtaining the required approvals for specific construction and Improvement projects is outlined in the Architectural Standards of these Rules and Regulations starting in Section 9.05

- (h) Members of the Remington Trails Townhome Association or the Natures Cove at Valley Lakes Townhome Association should consult the Rules and Regulations for their specific Associations for additional standards, requirements and limitations.
- (i) Improvements undertaken by either the Remington Trails Townhome Association or the Natures Cove at Valley Lakes Townhome Association are subject to these Rules and Regulations and Architectural Standards.
  - i) For review purposes the Board of Directors for each respective Association shall function as Unit Owner defined within.
  - ii) The Board of Directors for each respective Association shall retain all rights, responsibilities and obligations as Unit Owner defined within.
- (j) All construction projects shall be completed in a professional manner.
- (k) Worksites shall be maintained in a clean and professional manner with all work materials properly stored and secured during non-working hours.
- (l) No construction or work is to take place before the hour of 7 A.M.
- (m) No construction or work is to take place beyond sunset or 9 P.M. whichever is earlier.

## Article IX. Architectural Review Committee

### Section 9.01 *Mission Statement*

It is the mission of the Community Association Architectural Review Committee (ARC) to:

- (a) Comply with the requirements and obligations of the Declaration of Covenants.
- (b) Preserve the natural setting and aesthetic appearance of Valley Lakes wherever possible
- (c) Establish and preserve a harmonious and aesthetically-pleasing appearance within Valley Lakes
- (d) Protect the environment in and around Valley Lakes
- (e) Minimize soil erosion and other conditions and events which might negatively impact upon the environment within and abutting Valley Lakes
- (f) Protect and promote the value of all property within Valley Lakes
- (g) Enhance and maintain the Architectural Character of the community

### Section 9.02 *Committee Goals*

In an effort to fulfill the ARC mission the Committee will strive to:

- (a) Set standards (design guidelines) for implementation that are clear and concise
- (b) Modify and submit for approval by the Board of Directors revisions to these Architectural Standards to reflect the continuing development of Valley Lakes
- (c) Evaluate and act on requests for improvements or variances to the standards
- (d) Be fair and equitable when applying standards to requests for improvement
- (e) Process applications in an expedient and accurate manner
- (f) Keep accurate and up to date records of all committee business
- (g) When necessary, refer restriction violations to the Board of Directors for enforcement action

### Section 9.03 ***Committee Philosophy***

Each Valley Lakes neighborhood consists of homes that are in close proximity to each other. Thus, the action of any Unit Owner is likely to have an effect on his or her neighbor. In this light, it is paramount to consider the effect of all requests for improvements or variances as well as reported restriction violations on:

- (a) Their compliance with the Declaration of Covenants
- (b) Their effect on the health and safety of the neighbors and neighborhood
- (c) Their effect on the current and future property values of the neighbors and neighborhood
- (d) Their effect on the environment within and adjacent to the community
- (e) Their effect on the overall appearance of the neighborhood and community
- (f) Their effect on the ability of neighbors to enjoy their property and the community in a pleasant and tranquil setting.

Each Unit Owner is encouraged to work out concerns or differences with their neighbor(s) prior to contacting the Community Association. Additionally each member is encouraged to discuss any proposed improvements to their property with their neighbors and to document and share those conversations with the ARC where appropriate.

Unit Owners are encouraged to contact a member of the ARC prior to submitting an application for assistance in determining the appropriateness of their application.

Unit Owners who believe their application has not been treated in a fair and equitable manner are encouraged to bring their concerns to the Board of Directors.

### Section 9.04 ***Committee Structure and organization***

- (a) The Board of Directors, having assumed the role of the Valley Lakes Trust, shall serve as members of the Architectural Review Committee.
- (b) The President of the Village of Round Lake shall appoint one (1) individual to serve on the Architectural Review Committee
  - i) This individual shall serve on the committee at the discretion of the Village President.
  - ii) In the event that the Village President elects not to appoint an individual to serve on the committee, the Board shall reserve the right to make an appointment in his or her place.

- (c) If a member of the Board elects not to serve on the committee, he or she shall appoint an individual to serve in his or her place on the committee.
- (d) If a Board member chooses to appoint an individual to serve in their place on the Architectural Review Committee, that individual shall;
  - i) Remain accountable to the Board member; and
  - ii) Be a Unit Owner, in good standing
- (e) Any member of the Architectural Review Committee may be removed at any time, with or without cause, by a majority vote of the Board followed by written notice of such removal delivered to such Architectural Review Committee member.
- (f) The Architectural Review Committee shall elect a Chairman and a Vice Chairman, and the Chairman, or in the absence of the Chairman the Vice Chairman, shall be the presiding officer at meetings.
- (g) The Architectural Review Committee shall meet at least once every thirty (30) days, as well as upon call of the Chairman, and all meetings shall be held at such places as may be designated by the Chairman.
  - i) In an effort to protect the privacy of individual Unit Owners, regular meetings of the ARC are not open to the public.
  - ii) Unit Owners wishing to meet with members of the ARC to discuss their application may do so by requesting a meeting in advance of or at the time of submitting their application.
- (h) Meetings may be conducted by telephonic or electronic communications.
- (i) A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it.
- (j) The Architectural Review Committee shall administer the Architectural Standards and discharge its duties in its sole and absolute discretion, and, in so doing, the decisions of the Architectural Review Committee shall be final in all respects.
- (k) The committee shall make all decisions in good faith and treat all applications fairly, consistently and in a timely manner.
- (l) Design review requests will be evaluated based on the Rules that are in-place on the date the request, with all necessary documentation, is received by the committee

(m) The ARC shall keep accurate records of its activities including;

- i) Copies of all previous requests along with any decisions, comments and /or corrective actions;
- ii) Copies of newly submitted requests along with any decisions, comments and/or corrective actions;
- iii) Copies of Unit Owners correspondence;
- iv) Copies of results of periodic compliance inspections;
- v) Copies of violation reports and ARC findings / resolution;
- vi) Maintenance of a public record of current ARC request submissions that is available to all Unit Owners through the Property Management Company.

### Section 9.05 ***Design Review Process and Requirements***

The steps to follow for ALL improvement projects are as follows:

- (a) Review the Rules and Regulations including Architectural Standards for any applicable requirements or restrictions
- (b) Determine if prior ARC approval is required.
- (c) If prior approval is not required the improvement can be installed provided that;
  - i) The improvement is in compliance with the Rules and Regulations and Architectural Standards;
  - ii) The improvement is properly maintained
- (d) If prior ARC approval is required, the Unit Owner must submit, as a minimum, the following information **no less than 30 days in advance of the expected start date for construction or installation:**
  - (1) A signed and completed ORIGINAL "Design Review Application"
    - i) Faxed applications will not be accepted
    - ii) Applications may be obtained from the Property Management Company or on the Community Association website at [www.ValleyLakes.org](http://www.ValleyLakes.org)
  - (2) An application processing fee of \$25.00 by check or money order payable to the "Valley Lakes Community Association"
  - (3) All required supporting documentation as outlined in both:
    - i) The "Required Exhibits and Supporting Information" section of the Design Review Application, and;
    - ii) Any additional requirements listed in the "Required Submittals" section of the Architectural Standards.
- (e) Each application must contain a "good faith" time frame for the anticipated completion of the project.
- (f) The original application package including all required material should be mailed or delivered to the Property Management Company as indicated on the current application form.

- (g) The Unit Owner should retain a copy all submitted documents for their records.
- (h) Unit Owners must allow members of the ARC free and unrestricted access to their properties for purposes of reviewing the application. When possible the ARC will visit the site without disturbing the Unit Owner or surrounding property. If access to the site is not possible without Unit Owner assistance the ARC will contact the Unit Owner to schedule a site visit.
  - i) Every effort will be taken to schedule these visits during times that are convenient to the Unit Owner.
  - ii) If after three (3) attempts the Unit Owner is unable to grant access to the property, the application will be rejected.
- (i) The Unit Owner will receive written notification of the ARC's decision **no more than 30 days** from the date the application is received by the Property Management Company.
- (1) A "Design Review Application" will be considered "received" when it and all supporting documentation are received by the Property Management Company.
  - i) All applications will be dated by the Property Management Company when they are received in the office.
  - ii) A notice of receipt will be sent to the Unit Owner which will include an application tracking number.
  - iii) If an application is found to be incomplete a request for further information will be sent to the Unit Owner by the Property Management Company.
    - a. *If any requested information is not received within 30 days, the application will be denied.*
    - b. *If an application is re-submitted for any reason, it is subject to a new 30 day review period.*
- (2) Please do not call the Property Management Company for updates on the status of an application packet.
  - a) Notification will be made to the Unit Owner within 1 business day of receiving status updates from the ARC.
- (j) A copy of the determination letter will be sent to the Village of Round Lake Building Department to assist in their permit review process.

- (k) The installation of the improvement shall be completed within 12 months of receiving approval
- (l) The improvement shall be properly maintained per the Rules and Regulations and Architectural Standards.
- (m) The ARC may inspect projects at various intervals as well as at the time of completion.
- (n) For Improvements not specifically defined in the Architectural Standards the Unit Owner should submit a completed "Design Review Application" along with a brief description of their project or consult with a member of the management or Architectural Review Committee to determine if prior approval is necessary.

Individual applications for improvement are considered private information and shared only with the ARC, Board of Directors and employees of the Property Management Company and the current and any future Unit Owners. Requests for access to other Unit Owner's applications or information regarding the application or any ARC decision or correspondence will not be granted without the express written permission of the applicant or Unit Owner of record.

### Section 9.06 ***Building Permits***

Unit Owners should be aware that when a building permit is required, the Village of Round Lake will require a copy of the written ARC approval to be submitted along with the permit application.

A copy of the ARC determination will be sent directly to the Village of Round Lake Building Department per 9.05 (i) above, however you are advised to submit a copy of the letter along with your permit application.

**You WILL NOT be able to apply for a building permit without valid ARC approval.**

**Unit Owners are advised to submit their ARC applications as far in advance as possible and no less than 30 days prior to the permit application or expected start date.**

*Village policies and procedures are subject to change at anytime. Residents are advised to consult with the Building Department to review their policies and procedures.*

## **Article X. Architectural Standards**

### **Section 10.01 *Introduction***

The purpose of these Architectural Standards is to define the criteria that will guide the evolution of Valley Lakes. Like any community, Valley Lakes will grow gradually over a period of years. Its ultimate form will reflect the numerous design decisions of builders and current and future Unit Owners. These standards are intended to provide the foundation upon which Valley Lakes will grow and evolve.

The Architectural Standards have been prepared to assist builders, planners, architects, engineers, landscape architects, contractors and Unit Owners to become active participants in the design process, and to assure long term community quality. They are not intended to limit development choices or design alternatives, but rather to encourage creativity, innovation, and architectural diversity, while creating a blend of home styles which will enhance the community environment. The ultimate result will be to heighten property values while creating a cohesive residential character and appeal.

All Improvements within Valley Lakes must conform to these Architectural Standards in addition to any local building codes, zoning ordinances, or other applicable law. See Section 8.01 "Construction and Improvements" of these Rules and Regulations for details on what is and what is not an "Improvement"

These Rules and Regulations including the Architectural Standards replace all previously published Architectural Standards.

### **Section 10.02 *Community Character and Design Theme***

Valley Lakes is designed with a coherent and orderly pattern of "neighborhoods", natural open space, and planned amenities that are designed to merge with the site's natural characteristics, beauty, and history.

Each Valley Lakes neighborhood was designed with an individual neighborhood theme to provide a sense of it being a special place highlighted with a landscaped monument.

All Improvements should be planned in support of this overall community character and individual neighborhood themes. Landscaping and exterior projects are encouraged to support the individual character of each neighborhood and the overall characteristics of Valley Lakes.

### Section 10.03 ***Pre-Existing Improvements and Variances***

Many improvements were made to Unit Owner properties prior to the Unit Owners assuming responsibility for the Community Association, Architectural Review Committee, Property Management Company and these Rules and Regulations. Unfortunately, the lack of proper record keeping or oversight prior to this time, resulted in Improvements receiving in-appropriate approvals from the prior ARC. While possibly not in keeping with the original or current Architectural Standards, the Board of Directors has granted a variance for all pre-existing projects that were in place prior to January 1, 2005 that received a valid approval from the prior ARC.

This variance approval is made only if the Unit Owner received and can substantiate an approval from the prior ARC, Valley Lakes Trust, or its management agents and the improvement is generally in harmony with the design scheme of Valley Lakes, the Property and the original Architectural Standards.

This variance does not set a precedent for the approval of similar variances on the same or other properties.

Any and all Improvements which do not have ARC approval are subject to the terms and conditions outlined in the section on Violations and the Declaration of Covenants up to and including abatement at Unit Owners expense.

## Section 10.04 **General Rules and Information**

- (a) These Architectural Standards replace any and all previous Architectural Standards
- (b) Approvals are granted for a specific improvement only
  - i) Improvements which incorporate multiple interdependent and required elements (e.g. a swimming pool and a fence) that must be constructed at the same time shall be submitted in a single Design Review Application package.
  - ii) Independent and separate Improvements (e.g. a fence and a shed), shall be submitted on separate and independent Design Review Applications. This requirement shall apply even if construction of the individual Improvements occurs simultaneously.
- (c) A new request must be submitted when any existing improvement is modified, removed or replaced.
- (d) There will be a \$25.00 fee for review of any request that is submitted and approved PRIOR to beginning construction of that improvement.
- (e) There will be a one-hundred dollar (\$100) fee for review of any improvement request, if construction of the improvement is begun PRIOR to approval by the ARC. The request will not be reviewed or approval issued until payment has been received.
- (f) No approvals will be issued for any improvements to Unit Owners who are past due on their assessments without prior approval from the board of directors. The Unit Owner is responsible for obtaining this approval from the board.
- (g) Unit Owners, who start or complete an improvement prior to ARC review, must bring the improvement into compliance with the findings of the ARC within 30 days of said action. This may involve modification or removal of an improvement at the Unit Owner's expense.
- (h) The Architectural Review Committee does not, under any circumstances, grant verbal approval for any improvement! No ARC member, Community Association Board member, Community Association staff member, Community Association representative, employee or consultant of any company retained by the association is empowered to give verbal approval to any request for improvement. The only valid approval of an improvement is the returned "Design Review Application" form which has been signed by the Unit Owner and stamped by the ARC along with a written letter of approval from the management company. Any Unit Owner who contracts for, or initiates

construction of any improvement without this written approval, does so solely at his/her own risk.

- (i) Approval by the ARC indicates the improvement meets the requirements of the Committee. Approval of a request does not ensure that the request meets the requirements of other organizations (e.g. village, county or state). Nor does it ensure that it meets other specific restrictions on the property (e.g. drainage or utility easements).
- (j) The ARC reserves the right to forward requests to the Village of Round Lake and/or other governmental agencies so that they can monitor the permitting and construction of the improvements.
- (k) The ARC is not responsible for reviewing any request on the basis of structural safety, engineering soundness, or conformance with building or other codes.

### Section 10.05 *Architectural Character and Style*

While dwellings and improvements in Valley Lakes are not restricted to a particular style, it is encouraged that a traditional character be established which is consistent with traditional Americana.

In support of this character, any new construction or improvements should be in harmony with the existing character of the neighborhood and follow the guidelines and quality standards originally established in the Architectural Standards used during the development of Valley Lakes and those defined herein.

#### Building Materials Prohibited

1. Roofing with less than a 25 year rated life
2. Plywood or asphalt-based siding
3. Aluminum framed windows (this does not prohibit wood windows clad with aluminum)
4. Wood or concrete block foundations
5. Aluminum siding of less than .024 inch gauge
6. Vinyl siding of less than .046 inch gauge

The following sections detail specific guidelines for a wide variety of projects typically built within Valley Lakes. Unit Owners should use this information as a reference for submitting plans and specifications to the Architectural Review Committee for review.

This list is not and cannot be all inclusive, nor can it set standards for projects which may be appropriate yet have no precedent within the community. All Improvements (as defined in the Declaration) are subject to review by the ARC. **Therefore any Unit Owner considering an Improvement to their property that is not listed within is encouraged to contact a member of the ARC prior to construction.**

The absence of specific standards or specifications for any given Improvement does not imply that ARC approval or review is not required.

## Section 10.06 ***Accessory Buildings and Gazebos***

### (a) General Information

- (1) No accessory Buildings regardless of type or function shall be erected, installed, or maintained on any grounds containing residence buildings except for: a storage building or shed, an enclosed or screened in porch, a gazebo, or a bath house in conjunction with an in-ground swimming pool. Accessory buildings of any other kind are prohibited.
- (2) Accessory buildings should be constructed to compliment the neighborhood and primary residence. Buildings should be located away from areas that are visible from the front of the home or the interior neighborhood roadways or screened with appropriate landscaping materials.
- (3) No more than one accessory building of each allowed type shall be built or maintained on any single property.

### (b) Standards and Specifications

- (1) Accessory structures must be constructed of material compatible with, and in an architectural style similar to the design of the associated residence.  
Therefore:
  - i) Sidewall construction must be of wood, brick, vinyl or stone similar to the residence
  - ii) Shingles are required and must be similar to the residential structure in type and color
  - iii) Additional features such as windows or doors should be similar to the residence
  - iv) Roof pitch and shape should be consistent with the residence
  - v) Metal, aluminum and vinyl or polymer buildings are considered incompatible and will NOT be approved or allowed.
- (2) Pre-fabricated or “kit” buildings that otherwise meet the criteria above will generally be approved.
- (3) Size and scale shall be appropriate to the site and consistent with the use and function of the building and main residence.
- (4) No accessory structures or use shall be permitted in any front yard

- (5) No part of any accessory structure shall be located closer than ten feet (10') to any principle structure unless it is attached to or forms part of such principle structure.
- (6) Accessory structures shall be set back at least 10 feet (10') from the rear lot line.
- (7) Accessory structures shall maintain the same side yard setback as is required for the principle structure located on the lot. This may be different from the actual setback.
- (8) No accessory buildings may exceed 120 gross square feet.
- (9) No accessory building shall be more than one story high.
- (10) No accessory structures are permitted in any drainage or utility easement.
- (11) No accessory structure shall interfere with the established drainage pattern over the Unit Owner's or any other property.
- (12) Detached buildings shall be located to prevent ground and roof runoff from impacting adjacent properties.
- (13) All construction must comply with all local building and zoning codes, including compliance with the 1996 BOCA National Building Code and the 1995 CABO One and Two Family Dwelling codes.
- (14) All electrical service(s) provided to an accessory building are subject to local building and zoning codes and the installation of such services must be shown on the application and plan.
- (15) Any Accessory structure that is attached to the primary residence shall be considered a home addition and shall be subject to the Rules and Regulations for Home Additions (see Section 10.17 "

Home Additions")

(c) Exemptions

- (1) Repainting, re-roofing or any other repairs or maintenance to existing and previously approved accessory structures with materials and colors matching that already in use does not require prior ARC approval.

(d) Required Submittals

- (1) Completed and signed "Design Review Application"
- (2) Two copies of the existing plat of survey
  - i) One copy shall be "as is"
  - ii) One copy shall be marked up to show the proposed accessory building footprint and distances from each side to the closest lot line and/or main residence.
    - a. *Any existing or proposed vegetation or screening should also be shown.*
    - b. *The plat and all markings, dimensions, references and drawings made to it must be legible*
    - c. *The drawings or markups need not be "to scale" but should attempt to show the proper proportions of the proposed structure to the existing residence and lot.*
- (3) A building floor plan, brochure, or specific description including style, profile and dimensions. This description shall also show specific building height.
- (4) Specific information showing type of sidewall construction, finish and color as well as roofing type, material and color shall be provided.
- (5) Samples of materials must be submitted upon request.

## Section 10.07 ***Athletic and Recreational Equipment***

### (a) General Information

- (1) Semi-permanent or permanent athletic, recreational and play equipment, which constitutes a Structure or is appurtenant to an existing Structure, requires prior ARC approval. Examples include, but are not limited to: swing sets, slides, playsets, forts, play houses, tree houses, rented inflatable play sets, basketball hoops, backboards, tennis courts, volleyball nets, netted goals, batting cages, badminton sets, trampolines or other such sports or recreational equipment.
- (2) Portable play or sports equipment set up and used for temporary purposes does not require prior approval of the ARC.
  - i) All such equipment must be stored inside a garage or house when not in use. Please be courteous to your neighbors and remove them when not in use for more than 48 hours.
  - ii) While the use of such recreational equipment is not limited in time or scope, consideration should be given to the impact such use has upon neighbors. Rules and Regulations on Nuisance and Noise will apply.
  - iii) It is suggested that the use of such equipment be limited to daytime hours.
  - iv) All equipment with the exception of basketball hoops should be placed in the rear yard so as not to be highly visible from the front of the house.
  - v) All equipment is to be maintained in proper fashion.
  - vi) All temporary and portable recreational or sports equipment shall be stored inside when not in use.
  - vii) No sports or recreational equipment may be set up or used in any public street or parkway (between the sidewalk and the curb including the driveway apron).
  - viii) Temporary seasonal outdoor sports equipment may be displayed and used from April 15th through October 15th.
  - ix) No temporary or seasonal sports equipment shall be left outside between October 15th and April 15th (off season).
- (3) If any recreational equipment or related items you are considering using are not listed herein, please contact a member of the ARC for help and clarification.

(b) Standards and Specifications

(1) General

- i) Athletic, recreational and play equipment, which constitutes a Structure or is appurtenant to an existing Structure must not be placed where it will interfere with the established drainage pattern over the Unit Owner's or any other property. All equipment shall be located to prevent runoff from impacting adjacent properties.
- ii) With the exception of basketball hoops, all athletic, recreational or play equipment and Structures shall be placed in the rear yard so as not to be highly visible from the front of the house.

(2) Playscapes, Swing-sets and slides

- i) Prior ARC approval is NOT required for the installation of a play or swing-set provided that the installation complies with the following guidelines
- ii) The size of the structure should be appropriate for a residential lot and in proportion with the available space
- iii) Playscapes or playsets are to be constructed predominantly of wood and shall be finished in a manner consistent with the community at large.
- iv) Swing-sets may be constructed of wood, metal or plastic.
  - a. *If it is made of metal it should be painted or galvanized and kept in a rust free condition.*
  - b. *The design, color and material should allow the structure to blend with its surroundings.*
- v) Play equipment should be located as far as possible from property lines.
- vi) No play equipment shall be closer than 10 feet to any property line.
- vii) Platform height of playscapes is limited to provide privacy to neighbors.
  - a. *Platforms on Playscapes, swing sets and other recreational equipment shall be no greater than 6 feet from grade*
- viii) All playsets are to be installed on level surfaces and constructed using generally accepted construction methods.
- ix) Playsets, swing-sets and the like shall be removed when no longer in regular use.

### (3) Basketball Goals and Backboards

- i) Backboards may be attached to homes or garages.
- ii) A single backboard mounted to the home does not require prior approval.
- iii) Freestanding (mobile) posts or permanently installed posts to support backboards are limited to one of either type.
- iv) Portable basketball hoops do not require prior ARC approval under the following conditions:
  - a. *Portable basketball hoops shall be stored inside and out of view when not in use.*
  - b. *Portable basketball hoops shall only be allowed when kept upright and in an operable and usable condition.*
  - c. *Portable basketball hoops must be located and used within 25 feet of the house.*
  - d. *Goals may not be located, even temporarily, in any street, the Village right of way (between the sidewalk and the street) or at the edge of any Valley Lakes street or Community Area.*
  - e. *Basketball Goals may be located in the front of the main residence, but may be no closer than 10 feet from the nearest curb. Basketball playing on or within any Valley Lakes street or Village parkway / sidewalk is prohibited.*
- v) Permanently installed posts and backboards require prior ARC approval.
- vi) Basketball goals and nets must be properly maintained.

### (c) Exemptions

- (1) If the equipment is comparable to lawn furniture or toys and can easily be carried by one person and is intended for temporary use and will be removed when not in use, no approval is necessary.
- (2) Playsets or swing-sets in compliance with the guidelines herein do not require advance approval.
- (3) Portable basketball hoops in compliance with the guidelines herein do not require advance approval.
- (4) If the equipment is to be set up, used and removed within 24 hours no prior approval is necessary.

- i) This applies to rented inflatable party equipment and other such items.
  - ii) Such items must observe the minimum setbacks as required for the main residence.
- (5) In the case of a “block party” or other joint event, temporary equipment may be setup and used on or across property lines if all affected Unit Owners agree. In such cases the 10 foot minimum setback does not apply.
- (d) Required Submittals
  - (1) Completed and signed "Design Review Application"
  - (2) Two copies of the existing plat of survey
    - i) One copy shall show the lot “as is”
    - ii) One copy shall be marked up to show the location of the proposed equipment with measurements from it to each nearest property line and/or the main residence.
  - (3) Information on the material and construction of the proposed equipment including overall dimensions, height and colors.

## Section 10.08 ***DBS Television dishes, Towers, and other Antennas***

### (a) Direct Broadcast Satellite Antenna

- (1) Federal Communications Commission (FCC) rules give each Unit Owner the right to receive television through Direct Satellite Broadcast (DBS) systems. The goal of the ARC is not to prohibit satellite dishes or the reception of a satellite signal. The goal is to maintain our architectural standards by making these dishes as unobtrusive as possible, while ensuring that the Unit Owner receives a quality satellite signal.
- (2) The FCC specifically allows Homeowners' Associations to establish preferential locations for DBS Antennas, so long as these rules do not impose unreasonable delay or expense or preclude reception of an acceptable quality signal. To meet this requirement:
  - i) Delay: Prior ARC approval is not required
  - ii) Cost: There should be no unreasonable cost to the Unit Owner to utilize a preferred location, as the providers basic installation includes up to 120 feet of coaxial cable.
  - iii) Reception: The Unit Owner is not restricted from receiving the satellite signal. However he/she must use the location least visible from the street to receive the signal.
- (3) Each DBS dish shall be placed in a location that is the least visible from the front of the residence. The specific location for this dish will vary based on the orientation of the home in respect to the DBS satellite. The preferred locations are (in order of priority/ preference):
  - i) On the back or back corner of the home
  - ii) On the side of the home behind the center line of the home
  - iii) On the back side of the roof
  - iv) On the roof as far from the front of the residence as possible.
  - v) Any other location that is least visible from the front of the residence
- (4) The "basic" installation package from major DBS providers (Direct TV and Dish Network) includes a minimum of 120 feet of coaxial cable. Thus the Unit Owner should be able to have the dish located and cable neatly dressed at one of the above preferred locations without any additional installation expense.

- (5) Other locations forward of the center-line of the home are NOT preferred locations and may be utilized only if the Unit Owner can demonstrate, in writing and in fact, that the satellite signal cannot be received by a dish in one of the preferred locations. **In all cases, the location least visible from the front of the home that allows reception of the satellite signal must be used.**
- (6) Prior approval of DBS Dish installations is NOT required.
  - i) Unit Owners must install the dish in a “preferred location” as described above or be able to demonstrate, in writing and in fact, that the satellite signal cannot be received from a “preferred location.”
  - ii) A Unit Owner may be required, at his/her expense, to relocate a DBS Dish that is installed in a “non-preferred location” if the DBS signal can be received from a “preferred location”
- (7) Antenna feed lines must be neatly dressed and located or painted to minimize visibility.
- (8) The ARC will, upon request of the Unit Owner, provide architectural review of any proposed satellite location and/or provide a written approval of such location. This consultation and/or approval is not required by the Association.

**IMPORTANT UNIT OWNER’S NOTE:** Direct Broadcast Satellite (DBS) installation contractors are typically paid a “flat rate” to install systems. In many cases, unless otherwise instructed by the Unit Owner, they minimize their installation costs (cable and labor) by installing the dish directly above the existing Cable TV entrance point or closest to the point of end use. In almost all cases, this entrance point is on the side of the home near the front of the building. ARCHITECTURALLY, THIS IS NOT A PREFERRED / ACCEPABLE LOCATION FOR A SATELLITE DISH.

The DBS dish must point directly at the satellite. However, the required elevation of primary satellites allows significant flexibility in the location of the DBS Dish.

The basic installation package from satellite providers, Direct TV and Dish Network, includes, at least 120 feet of RG6 cable. **It is your responsibility as a Unit Owner to insist that the dish be located in an approved location and that cables be neatly routed and dressed. This cost is included by both companies as part of their basic installation package and MUST be provided upon request with no additional charge to the Unit Owner.**

(b) Television Broadcast and other antennas

- (1) Per Article 8 Section 10 of the Valley Lakes Declaration of Covenants, exterior radio and television antennas are prohibited on all residences and grounds.

- (2) If a Television Broadcast Antenna is desired, it must be installed in the attic space of the residence. FCC regulations allow for such restrictions unless the Unit Owner can demonstrate, in writing and in fact, that a usable broadcast signal cannot be received by the antenna installed in an interior location.
- (3) Antennas for Amateur Radio use are also restricted by Article 8 Section 10 of the Valley Lakes Declaration of Covenants and are not affected by FCC "Amateur Radio Preemption, 101 FCC2d 952 (1985)."
  - i) Unit Owners wishing to set up and operate an amateur radio antenna must seek a variance to this requirement from the Board of Directors of the Community Association.
  - ii) Such variance may be granted in compliance with Article 8 Section 3.b of the Declaration to allow the use of such antennas.
  - iii) If a variance is granted, for such antennas it must be of a type and size that is installed and maintained in a mutually agreed upon manner.
  - iv) Said variance is null and void when the antenna is removed and/or the property changes hands.

## Section 10.09 ***Decks, Patios, Patio Covers***

### (a) General Information

- i) Decks, porches and patios should be designed and located so as to be harmonious with, and enhance the architecture of the house and mitigate the impact of its presence or use on neighboring properties.
- ii) Decks, porches and patios should be constructed so as to appear to be part of the primary residence, rather than "tacked on" to the existing structure.
- iii) The term deck and porch are used interchangeably and for purposes of these Architectural Standards is defined as: An elevated and uncovered platform attached to or separate from a house.
- iv) For purposes of these Architectural Standards, the term patio is defined as any flat structure of one or more levels with a base elevation of no more than 6 inches above nearest grade.
- v) Screened in or covered porches as well as gazebo designs that incorporate new or existing decks are subject to applicable specifications here as well as any separate specifications defined for those structures.
- vi) Seasonal, temporary and permanent patio covers, including but not limited to awnings, arbors, pergolas and the like are subject to these standards and require advance approval
- vii) Trellis, arbor, lattice or similar structures may be incorporated into the design of the deck.
  - a. *If this incorporation is done as part of the original construction, it should be indicated on the application for Design Review.*
  - b. *If the structures are added to an existing deck, then a separate and new application for Design Review shall be required.*
- viii) Free-standing shade structures such as patio or table umbrellas which are less than 10 feet in diameter are considered patio furniture and do not require advance approval.

### (b) Standards and Specifications

#### (1) Location

- i) Decks and patios should be located in rear yards.

- ii) No portion may be constructed within the utility easement or within the building setback line as defined on the plat of survey for each residence.

(2) Scale and Style

- i) The scale shall be compatible with the scale of the house as sited on the lot.
- ii) Decks, particularly elevated decks, should be of a scale and style which are compatible with the home to which attached, adjacent homes and the environmental surroundings.
- iii) "Stepping" the deck by dividing it into more than one level will help minimize it's height above ground.
- iv) Adding landscape around the perimeter of the deck may also help soften its appearance and integrate the structure into its surroundings and is highly recommended.

(3) Material

- i) Any Deck or porch is to be constructed using high quality pressure treated lumber, Western Red Cedar or a combination of the two materials.
- ii) The use of wood & plastic composite materials (such as Trex ®) for deck flooring is allowed provided the color is compatible to that of the other deck materials and finishes.
  - a. *Such material may also be used for railings if the approved design and materials dimensions are maintained and local code requirements are satisfied.*
  - b. *Such material may not be used for structural elements.*
- iii) All nails and fasteners shall be galvanized, stainless steel or other corrosion resistant material.
- iv) The use of screws to fasten deck boards is recommended.
- v) Patios may be constructed from natural colored stone, brick or concrete.
  - a. *Concrete may be formed and/or stamped and colored to look like stone or brick.*
  - b. *The use of natural colored stains is preferred*

- vi) Patios should be located in the rear yard and be sized in proportion to the house and yard.

(4) Color

- i) The finish to all wood surfaces throughout the deck should be consistent, uniform and properly maintained.
- ii) Wood may be left to weather naturally, sealed with a clear or transparent waterproofing, or painted / stained white or a natural wood tone color that harmonizes with the exterior of the house.
- iii) When using wood & plastic composite materials for decking and/or railings, all exposed wood surfaces should be stained or painted to match (as closely as possible) the color of the composite material.
- iv) Stone, brick or concrete shall be of a natural color.

(5) Railings and stairs

- i) Railings and stairs are to be constructed as required in compliance with all current building codes.
- ii) All stairs must comply with current local building code regarding min/max rise and run ratios.
- iii) Stairs should be configured parallel or perpendicular to the edge of the deck or set immediately adjacent to the deck in a U or L shaped configuration with no run of stairs perpendicular to the deck extending more than 6 risers out from the deck.
- iv) All railing pickets shall be vertical. The use of decorative railings such as "sunbursts", "herringbone", or other patterns is not allowed because they are not able to withstand the design loads and are considered unsafe because they can be used as ladders to climb over the railing.
- v) In all cases materials and colors should be consistent with the other material used throughout the deck.

(6) Under deck Groundcover / Lattice

- i) Removal of existing vegetation and installation of landscape fabric and gravel is recommended for decks less than 5 feet in elevation.
- ii) The area under a deck can have negative visual impact on adjoining neighbors, particularly when used as in informal storage space. Storage of any items under a deck that is not screened to provide at least 50% opacity is not permitted.

- iii) The use of screening for decks less than 5 feet in elevation is strongly recommended. Screening can be of lattice that is painted or stained to be consistent with the rest of the deck, or landscaping materials properly installed and maintained so as to provide an effective visual screen.
- iv) For decks with less than 5 feet of clearance, the type of screening (if any) to be used should be noted on the application.
- v) If screening is proposed it should be consistent with the architecture of the house and deck and limited to decks with less than 5 feet clearance above grade and properly recessed with all cut edges framed.
- vi) Patios may only be installed under decks that have minimum clearance of 7 feet from grade.
- vii) The installation of a patio area under any deck requires a separate application regardless of the time of the installation.

(7) General Construction

- i) Decks, porches and patios shall be constructed in compliance with all Village of Round Lake Building codes.

(8) Additional Information

- i) If built-in benches are proposed, they should be simple backless benches or located behind and no higher than the railing without altering the outward visual appearance.
- ii) If permanent planters or flower boxes are proposed they should be visually integrated into the design of the deck.
- iii) For additional information regarding privacy screens, hot tubs, fences, trellises or arbors please see the appropriate sections of the Design Guidelines.

(c) Exemptions

- i) None

(d) Required Submittals

(1) Completed and signed "Design Review Application"

(2) Two copies of the existing plat of survey

- i) One copy shall show the lot "as is"

- ii) One copy shall be marked up to show the location of the proposed deck with measurements from it to each nearest property line and the corners of the main residence. This plat should also show any proposed landscaping or screening.
- (3) The specific dimensions of the deck or patio, including its height above the ground
- (4) Detailed drawings of any steps, benches, planters, railing, or other features
- (5) Specifications on the color and material to be used.

## Section 10.10 ***Driveways and Walkways***

### (a) General Information

- (1) ARC approval is required prior to the installation of new or the modification of existing driveways or walkways.

### (b) Standards and Specifications

- (1) Driveways shall be made of asphalt, brick or concrete
- (2) Total driveway width shall not exceed 20'
- (3) Turn-about, extra parking and other substantial additions to driveways are not allowed
- (4) Driveways may flair out to provide access to overhead garage doors, but not to provide additional parking area.
- (5) No portion of any driveway shall be located on any utility easement
- (6) No portion of any driveway or addition may extend beyond the side setbacks required for the main residence.
- (7) Walkways may be constructed from a variety of high quality materials. Excessive walkway construction is discouraged
- (8) Extensions of existing paved areas should be constructed of the same material
- (9) Contrasting material in borders (such as brick or paving stone) may be used for its decorative value
- (10) See Walkways and paths as outlined in Section 10.15 for additional information.

### (c) Exemptions

- (1) Seal-coating and routine maintenance on any existing drive or walk does not require prior ARC approval.

### (d) Required Submittals

- (1) Completed and signed "Design Review Application"
- (2) Two copies of the existing plat of survey

- i) One copy shall show the lot “as is”
  - ii) One copy shall be marked up to show the proposed changes or additions including dimensions and distances to all property lines.
- (3) Information regarding the color and specifications for all materials to be used.

## Section 10.11 ***Exterior Finishes, Doors, Windows, and Roofing***

### (a) General Information

- (1) Color and exterior finish schemes were developed and approved during the construction of Valley Lakes with consideration for variety and compatibility within each neighborhood as well as throughout the entire community.

### (b) Standards and Specifications

- (1) Any proposed colors or materials must conform to the color and material scheme originally used in the subject neighborhood.
- (2) The color and material palette may be based on the colors and materials historically used within a neighborhood or Valley Lakes at large.
- (3) Adherence to the monotony rules as defined in the original development agreements is required.
  - i) No two adjacent homes shall use the same color scheme
  - ii) No two homes which directly face each other on a common street shall use the same color scheme.
- (4) Complementary trim and siding colors should be used with slight variations in contrast to enhance appearance.
- (5) Subtle third color accents should be in keeping with neighborhood character and house style.
- (6) Materials inconsistent with the character of Valley Lakes as originally developed such as, but not limited to, stucco, corrugated metal, hanging glass walls or adobe will not be permitted.
- (7) To be considered by the ARC, any proposed color or material change to any exterior feature of the house such as but not limited to; siding, trim, porch, porch flooring, front door, roofing, brick etc. must use the style, coloring, and material consistent with that of Valley Lakes as originally constructed.
- (8) Changes in material design and improvements on existing technologies should be incorporated into this standard as building materials and technology evolve and improve. These changes should be visually consistent with that established by the original construction of Valley Lakes.
- (9) ARC approval is required prior to changing the color or material of exterior elements of the house such as but not limited to; siding, trim, doors, roof,

brickwork, etc... if the proposed color or material is substantially different from that of the original color or material scheme of the house.

- (10) The selection and installation of doors and windows must be compatible in style and character with the architecture of the house. Additionally the selection of new or replacement elements such as doors or windows should be done so as to provide a consistent appearance throughout the house.
- (11) Door styles and colors should be used in such a way to emphasize the front entry and de-emphasize the garage and service doors. Wood, insulated metal and quality hardboard materials are acceptable.
- (12) For new doors and or windows the location and size must be architecturally appropriate and compatible with the overall architecture of the house.
- (13) Window grids (muntins or mullions) must be installed and maintained on all windows facing the front of the structure and on any rear or side windows which directly face a street. The style of such grids should be consistent with the architecture character of the house. Removal of original window grids is prohibited and original grid styles and arrangements must be maintained on any replacement windows.
- (14) ARC approval is required for the installation of any new doors or windows of any type regardless of location, purpose or function.

(c) Exemptions

- (1) Repainting or refinishing of a structure's exterior, in a color or material that closely matches the original builders color or material for that structure, or repairs to siding, brick or stonework using replacement material which closely match those originally installed is specifically permitted without prior approval of the Architectural Review Committee.
- (2) Replacement of one or more original doors and/or windows with units of the same or similar style, material and color is expressly approved without prior ARC approval.
- (3) Installation of a storm or screen door of a type, style or color that is the same as or consistent with the main entry is expressly approved without prior ARC approval.
  - i) Excessive ornamentation is discouraged
  - ii) The use of high quality metal doors is highly recommended
  - iii) Townhomes may have additional restrictions and/or requirements on storm doors, Unit Owners are advised to refer to their townhome association rules for more details.

- a. *When any such additional requirements exists, Unit Owners should follow the procedures for their individual townhome association. Additional application to the ARC is not required*
- b. *If no such further requirements, restrictions or review process exist, then the Unit Owner may proceed with installation in compliance with the Rules and Regulations and Architectural Standards within.*

(d) Required Submittals

- (1) Completed and signed "Design Review Application"
- (2) Specific information and sample showing type of exterior finish, material and color.
- (3) Photos of the structure showing original or existing color scheme
- (4) Photos of neighboring houses (either side and across the street)
- (5) For a new door or window, plan view elevations or photographs showing the proposed location of the new door or window.
- (6) For any new doors or windows two copies of the plat of survey
  - i) One copy dimensionally locating the door on the existing residence.
  - ii) One copy "as is"

## Section 10.12 ***Fences and Privacy Screens***

In order to provide a cohesive, well planned fencing program throughout the entire community, fence styles for use in Valley Lakes have been pre-determined. The following rules apply to the installation of fences within Valley Lakes:

### (a) Rules Applicable to All Fences

- (1) "Fences" means fences, rails, posts, or other freestanding walls, regardless of location or function, including (but not limited to) perimeter fences such as those on, along or around rear, side or front yards, as well as internal fences such as those on, along or around pools, hot tubs, patios, decks, porches, dog runs, driveways, and walkways.
- (2) "Specified Roadways" means and includes Nippersink Road, Wilson Road, Valley Lakes Boulevard and Prairie Trail Drive.
- (3) All fences shall comply with these rules, and the installation of new or the removal or replacement of any existing fence(s) requires advance approval from the ARC. The ARC may require review of such plans, specifications, drawings or other information as it deems reasonably necessary to the approval process.
- (4) Fences shall be installed to comply with all local codes.
- (5) All fences shall be constructed of Western Red Cedar using non-corroding fasteners and hardware.
- (6) All fence boards or panels shall be finished S1S2E (smooth one side, 2 edges) or rough. All lumber should be Select #1 grade or better (except for Post and Rail Style).
- (7) All fences shall be left natural or stained with a color approved in advance by the ARC.
- (8) All fence posts are to be installed in concrete to a minimum depth of 36" below grade or as required by local code.
- (9) Fences installed in drainage easements must maintain a two (2) inch clearance above the finished grade.
- (10) All fences shall be maintained in good repair and overall good condition at all times. Any damage, decay, vandalism or other state of disrepair (the cause notwithstanding) shall be remedied within a reasonable amount time.

- (11) Fences shall be installed so that the structural framing faces the property of the Unit Owner installing the fence, unless otherwise agreed to in writing by the Unit Owners of all properties abutting the fence. Where a fence will abut a roadway, open space, Community Area, landscape buffer, or detention area, it must be installed so that the structural framing faces the property of the Unit Owner installing the fence.
- (12) Replacement fences are subject to all rules as outlined herein regardless of the type of fence removed or prior ARC approval(s).
- (13) The Unit Owner or licensed contractor must call J.U.L.I.E. 1-800-892-0123 prior to digging any post holes. This may be completed by a licensed contractor, however the Unit Owner shall ensure this is completed and all utilities are marked before any construction may begin.

(b) Rules Applicable to Privacy and Screening Fences

- (1) Fences which serve as visual barriers in side yards for the purposes of screening garbage containers and/or utilities shall be of one of the approved standard designs as illustrated on page 66 herein, except that:
  - i) If the fence stands alone and does not connect to a front, rear or side yard fence, the height of the screening fence may be of any height not to exceed 6 feet that is sufficient to provide the necessary visual screening.
  - ii) If the fence stands alone and does not connect to a front, rear or side yard fence, subject to ARC approval, the screening fence may be of any style or design that is aesthetically compatible with the house architecture and overall traditional theme of Valley Lakes.
  - iii) If the fence stands alone and does not connect to a front, rear or side yard fence, the screening fence may be installed at any location in the service yard but must be at least 1 foot back from the front corner of the subject house.
- (2) All other privacy and screening fences, with the exception of those defined in Section 10.12(b)(1) above, shall be of one of the approved standard designs as illustrated on page 66 herein
- (3) All other privacy and screening fences, with the exception of those defined in section Section 10.12(b)(1) above, must maintain the same side yard setbacks as established by the primary residence on the subject property.
- (4) Privacy or screening fences may be installed in utility easements but are subject to removal at the Unit Owner's expense if required by a utility company in order to perform work in the area. Any fence removed (by any party) for utility work, must be replaced within 30 days of completion of work at the Unit Owner's expense.

(c) Rules Applicable to Front Yard Fences

- (1) "Front Yard" means the yard space between the road in front of the subject house and a line fifteen (15) feet behind the front corner of the subject house most distant from that road. Provided, however, that if the front corner of the immediately adjacent house is further from the road than that of the subject house, then said line shall be located 15 feet behind the corner of the adjacent house.
- (2) In the case of a corner lot, "Front Yard" shall also mean any side or rear side yard that is directly adjacent to a Front Yard or any portion of a yard that is adjacent to a roadway and within the 25 foot building setback line.
- (3) Front yard fences shall measure no more than three (3) feet in height at their highest point, as measured perpendicular to the ground at that point.
- (4) It is strongly recommended that front yard fences be of the standard picket style with appropriate changes to height and scale. However, subject to ARC approval, front yard fences may be of any style or design that is aesthetically compatible with the house architecture and overall traditional theme of Valley Lakes.

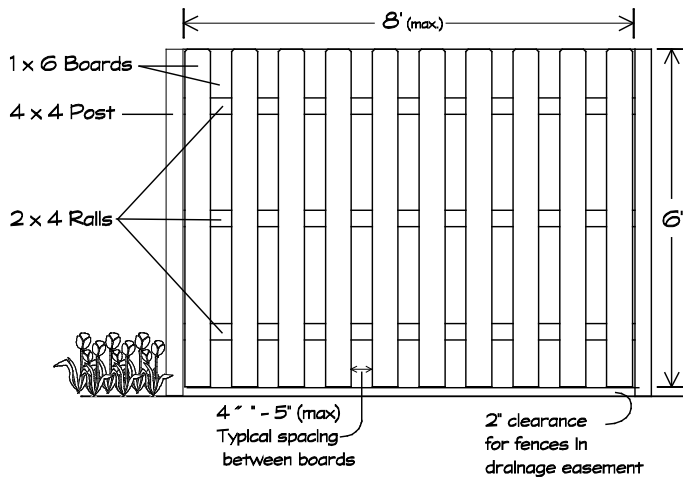
(d) Rules Applicable to Side and Rear Yard Fences

- (1) Side yard and rear yard fences shall be installed along lot lines.
- (2) No fence shall be installed so as to hinder access to any utility access points.
- (3) Utility access points shall be enclosed within the fenced area unless the access points lies on or across a property line.
- (4) When necessary to install a fence around a utility access point or on the lot side of a utility access point, appropriate gates or removable panels shall be provided to allow free access.
- (5) Fences may be installed in utility easements but are subject to removal at the Unit Owner's expense if required by a utility company in order to perform work in the area. Any fence removed (by any party) for utility work, must be replaced within 30 days of completion of work at the Unit Owner's expense. If the removed fence or section of fence is any part of an enclosure around a swimming pool installation, the Unit Owner shall provide temporary protective measures to prevent access to the pool during the time the fence is removed, and shall immediately replace the fence at their expense upon completion of the work.
- (6) Fencing between houses as viewed from the front of the subject house must be installed starting at least 15 feet back from the front corner of the subject

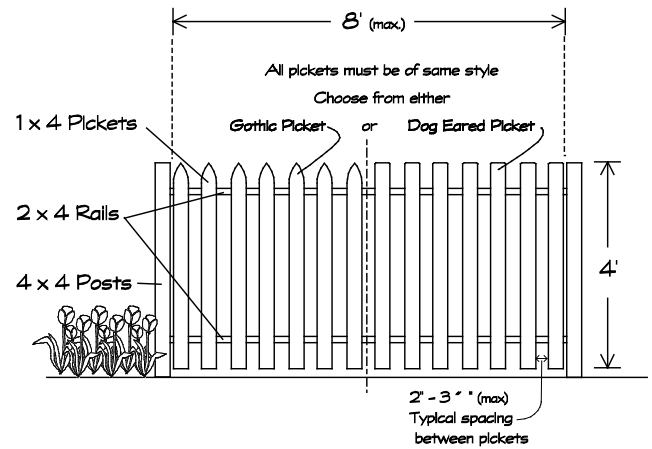
house, or 15 feet back from the front corner of the adjacent house if that corner is further from the road.

- (7) Minimum setback requirements as outlined in Section 4. Section 10.12(d)(6) may be modified by the ARC due to unique property design, home layout and/or topographical features. Such situations shall be considered on a case by case basis and in no case shall said setback be less than one (1) foot.
- (8) Side and rear yard fences shall measure in height as shown on the illustrations on page 66 at their highest point, as measured perpendicular to the ground at that point.
- (9) Fences along side or rear lot lines shall be of one of the approved standard designs as illustrated on page 66 herein, except that:
  - i) When fencing is desired where the subject lot line directly abuts an open space, Community Area, landscape buffer or detention area that abuts a Specified Roadway and is less than five hundred (500) feet from the nearest Specified Roadway (as measured perpendicular to the Specified Roadway at the nearest point), the Standard Type A fence design illustrated on page 66 herein is required.
  - ii) Subject to rule Section 10.12(d)(9)i) above, when fencing is desired where the subject lot line directly abuts an open space, Community Area, landscape buffer or detention area the Standard Type A fence, Picket fence or Post and Rail fence as illustrated on page 66 is required.

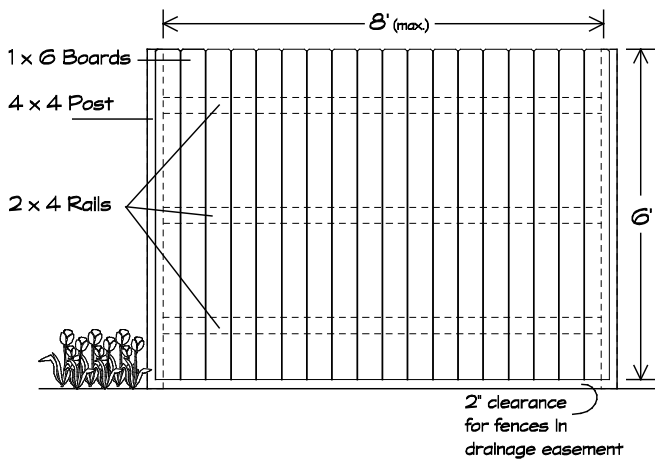
(e) Illustrated Approved Fence Styles



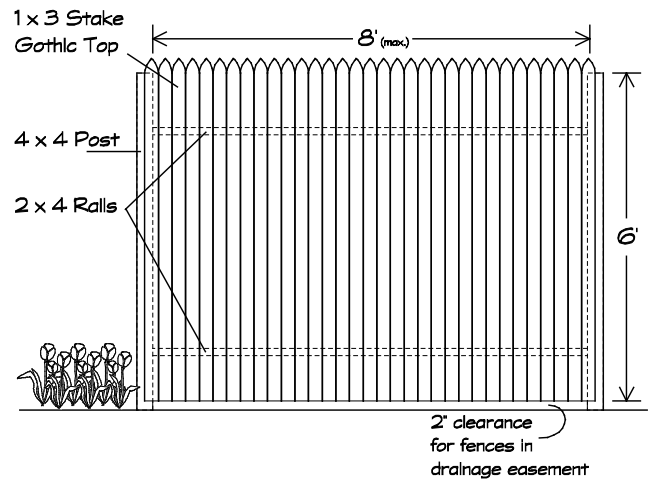
Type "A" Board on Board



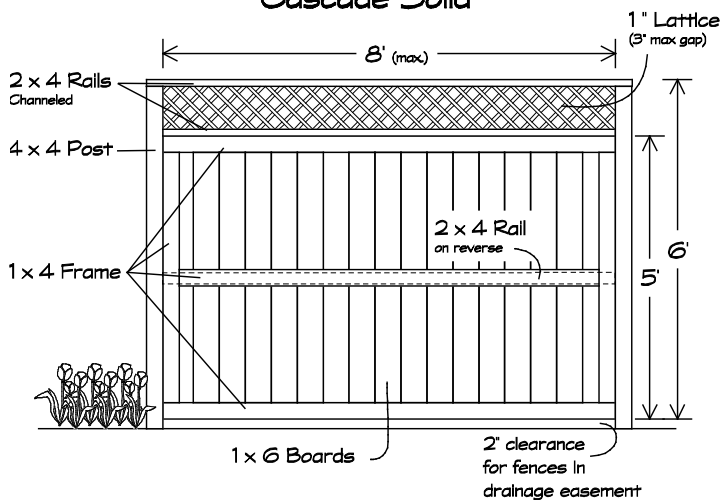
Picket



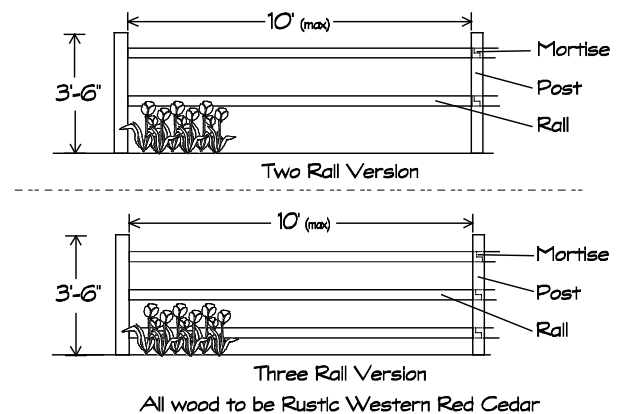
Cascade Solid



Stockade



Framed Solid



Post and Rail

## Section 10.13 **Flagpoles**

### (a) General Information

- (1) The purpose of this standard is to select and locate flags and decorative banners so that they compliment the architecture of the house and enhance the appearance of the neighborhood.
- (2) As allowed under applicable laws the ARC reserves the right to control the height and placement of any permanent flagpoles so as to protect the appearance of the community and limit their impact on neighboring homes.
- (3) The proper display of the United States and Illinois State Flags is encouraged.
- (4) Display and use of the United States flag shall be in compliance with United States Code Title 4 Section 1: "The Flag" and any other applicable law.
- (5) The temporary display of other small flags such as University or seasonal flags or pennants is permitted; so long as the flag or pennant is in good-taste and shall not reflect a design that may be offensive to other residents.

### (b) Standards and Specifications

- (1) There is to be only one freestanding permanent flagpole per unit.
- (2) Stand-alone flagpoles should be set away from neighboring property lines and in a location that complements the overall composition of the property.
- (3) Flagpoles shall not be placed in any utility easement.
- (4) Stand-alone flag poles shall not exceed 25 feet in height.
- (5) The primary purpose of a stand alone flag pole shall be for the display of the United States flag.
- (6) Flagpoles regardless of type or function not in regular use must be removed within 30 days.
- (7) The display of commercial or advertising flags or banners of any kind is prohibited.
- (8) Flagpoles mounted to the house or other Structure should be less than 8 feet in length, be of high quality material and mounted securely to prevent damage during heavy winds.
- (9) For building mounted flagpoles:

- i) No flag shall exceed 15 square feet (3' x 5 ') in size.
  - ii) Holiday and /or seasonal flags shall be displayed and used in accordance with the guidelines for exterior decoration in Section 10.14 starting on page 69
- (10) For freestanding flagpoles
  - i) The recommended size for U.S. Flags is 3' x 5'
  - ii) No flags larger than 24 square feet (4'x6') will be permitted.
  - iii) No more than two flags per pole will be permitted
- (11) All flagpoles, flags, pennants and banners must be properly maintained and kept in good condition at all times.
- (c) Exemptions
  - (1) Installation of a building mounted flag pole not exceeding 8 feet in length to display a flag not exceeding 15 square feet in compliance with the standards and specifications herein is expressly permitted without prior ARC approval.
  - (2) Model home sites in active sales centers are exempt from these requirements and restrictions
- (d) Required Submittals
  - (1) Completed and signed "Design Review Application"
  - (2) Two copies of the existing plat of survey
    - i) One copy showing the house, property lines, the proposed location of the flagpole.
    - ii) One copy "as is"
  - (3) Information regarding the height, type, color and material of the flag pole.
  - (4) Information regarding any lighting and/or landscaping to be installed in conjunction with the flagpole.

**Section 10.14 *Holiday Lights and exterior decorative objects*****(a) General Information**

- (1) Holiday lights and exterior decorations include decorations of any kind that are not part of the permanent landscaping or Structure of the house.
- (2) External decorative items that are of a “seasonal” nature shall be limited in display to the season with which they are associated
  - i) Decorations for the Christmas holiday season may be displayed the Saturday before Thanksgiving until January 15th, at which time all decorations must be completely removed, unless weather prohibits removal. In that case the Unit Owner must notify the Board in writing of such instance and give a reasonable timeframe for removal.
  - ii) Decorations for all other holidays may be displayed no sooner than three weeks prior to the holiday and shall be removed no later than one week after the holiday.
  - iii) All decorations must be in good taste and are subject to the section on Nuisance.
- (3) Decorations such as yard art, bird baths, fountains and statues or other non-seasonal and non-holiday related exterior decorative items shall meet the following guidelines:
  - i) All such outdoor decoration shall be designed to compliment the neighborhood and the residence.
  - ii) All such decorations shall be in good taste
  - iii) Excessive decoration is discouraged
  - iv) Decorations shall not be offensive to other residents.
- (4) Advance approval from the ARC is not required for the use and display of holiday, seasonal or other decorative objects.

## **Section 10.15 *Landscaping, Retaining Walls, Yards, and Decorations***

### **(a) General Information**

- (1) In general, a design review application is not required for minor landscape improvements, such as mulch, bed edging, or installation of landscape timbers or other elements that comply with these Rules and Regulations unless otherwise noted.

### **(b) Standards and Specifications**

#### **(1) General**

- i) Approval is required for plantings intended to form a hedge or natural screen and which will attain a mature height of more than four (4) feet and combined length or width of more than twenty-five (25) feet.
- ii) Removal of any vegetation is subject restrictions as outlined in the "Tree and Vegetation Disturbance and Removal" Section 10.16 of this document
- iii) A proposed improvement which is of such a scale and type as to be inconsistent with the existing design features of the home, adjacent units, and the surrounding area will require prior ARC approval.
- iv) Areas of bare soil are not permitted with the exception of vegetable gardens in active use.
- v) All ground surfaces of all properties must be covered with turf, vegetation, or an approved bark, mulch or soil erosion control device to prevent soil erosion.

#### **(2) Landscape Timbers and Bed Edging.**

- i) The use of railroad ties containing creosote is prohibited

#### **(3) Retaining Walls, Walkways and Steps**

- i) All walls, retaining walls, walkways, and steps shall be constructed of materials that are compatible in structure and color with the primary residence.
- ii) All walls, retaining walls, walkways and steps, shall be constructed of high quality naturally occurring materials in compliance with all local codes.

- iii) Walkways, paths and steps should be simply configured and easy to negotiate, and should follow (and be set into) the natural contours of the ground.
- iv) Walkways, paths and steps should be securely constructed of durable materials that are compatible in color and appearance with one another and with their natural and architectural environment.
- v) No wall, retaining wall, walkway, path or step may be constructed that interferes with the established drainage on the Property or adjacent Properties including Community Areas, wetlands and neighboring communities or homes.
- vi) Any walls greater than eighteen (18) inches shall require ARC approval

#### (4) Re-grading

- i) Re-grading which alters the existing flow of water must not detrimentally affect neighboring properties or compromise the health of existing trees or vegetation.
- ii) Any type of surface re-grading in excess of 12" in height or in excess of six hundred (600) square feet requires the advance approval of the Architectural Review Committee and may be subject to review by the Village of Round Lake.
- iii) An application is required for:
  - a. *Any re-grading resulting in an elevation change of twelve (12) inches or greater.*
  - b. *Any re-grading of an area in excess of six hundred (600) square feet*

#### (5) Garden Structures and Decoration

- i) Significant structural elements related to landscaping such as, but not limited to, trellis, arbors, pergolas, or gazebos require review by the ARC and are subject to any Architectural Standards defined for that particular type of Structure.
- ii) Minor and simple elements related to landscaping such as, but not limited to, benches, fountains, lanterns, bird feeders and the like are not subject to review by the ARC however they must be in compliance with Section 10.14 "

Holiday Lights and exterior decorative objects”

(c) Exemptions

- (1) The Architectural Review Committee does not consider small landscaping-related elements (such as bird feeders, bird baths, stepping stones, wind chimes, a reasonable number of small decorative garden ornaments, removable plant support structures, planters, etc..) to be reviewable items and does not require advance approval for such.

(d) Required Submittals

- (1) Completed and signed "Design Review Application"
- (2) Two copies of the existing plat of survey
  - i) One copy showing the house, property lines, and the proposed location of the Improvement.
  - ii) One copy “as is”
- (3) Information regarding the Improvement project in as many details as are required to clearly convey the scope of the project.
- (4) Any additional information as may be required by the ARC.

## Section 10.16 ***Tree and Vegetation Disturbance and Removal***

### (a) General Information

- i) These guidelines have been established to protect and maintain the habitat in all areas of the Property without compromising the property rights or safety of any Unit Owner, resident, or guest.

### (b) Standards and Specifications

#### (1) Tree Removal

- i) Removal, planting, or maintenance of trees, living or dead, on Association property shall be the sole responsibility of the Association in all respects irrespective of tree type, size or condition.
- ii) Removal of trees, living or dead, on Village of Round Lake Right of Ways (parkways) shall not be permitted without the express written permission of the Village or Round Lake or authorized representative.
  - a. *Maintenance of said trees remains the individual Unit Owner's responsibility.*
- iii) No trees, living or dead, on any property within Valley Lakes with a diameter in excess of eight (8) inches, measured thirty-six (36) inches above the ground shall be removed without the prior approval of the Architectural Review Committee.

#### (2) Vegetation Removal

- i) The care of and any addition and/or removal of vegetation, living or dead, situated on Association Community Area, shall be the sole responsibility of the Association irrespective of type, size, or other condition.

#### (3) Remedy for Unauthorized Removal of Trees and/or Vegetation.

- i) Unauthorized tree removal will require that the Unit Owner replant new trees of the same or similar type and with equivalent diameters as those cut, or with the number of trees whose arithmetic sum of diameters is equivalent to the diameters of the trees removed.
- ii) If unauthorized removal of trees or vegetation, either living or dead, has occurred as the result of Unit Owner activity, and if it is no longer possible to determine the exact extent of disturbance, the Architectural Review Committee may require the Unit Owner, at the Unit Owner's

expense, to restore the affected area to the general extent affected, according to the following specifications:

- a. *For every 200 square feet of affected area, the Unit Owner shall be required to plant either one one-inch caliper tree or two bushes where the height or spread of these bushes shall be a minimum of eighteen inches (18 ").*
- b. *The Unit Owner shall complete the required work by the end of the next full growing season following the decision of the Architectural Review Committee.*
- iii) Unit Owners found in violation of these Rules and Regulations may also be subject to additional fines and penalties as outlined in the section on Violations and Enforcement.

(c) Exemptions

- i) Any party including Unit Owners, municipal employees or emergency service workers are granted authority to remove any tree or vegetation regardless of size or location when said tree or vegetation poses an immediate risk to the life or safety of any individual.

(d) Required Submittals

- i) Completed and signed "Design Review Application"
- ii) A copy of the existing plat of survey or development plan
- iii) A landscaping plan which shows the landscaping then existing on the land and specifically locates all trees greater than eight (8) inches in diameter measured at a height of thirty-six inches (36") above the ground together with an overlay or outline of all areas which the Unit Owner intends to clear. The landscaping plan shall also reflect any proposed landscaping which the Unit Owner proposes on the Property
- iv) Information regarding the number and species of any trees or vegetation to be removed.
- v) Information regarding the number and species of any replacement trees or vegetation.
- vi) Any additional information which may be reasonably required by the Architectural Review Committee.

## Section 10.17 **Home Additions**

### (a) General Information

- (1) Home Additions shall be defined as and include any Structure that is directly attached to or adjacent to the primary residence. This shall include both heated and unheated spaces including, but not limited to; sunrooms, three season rooms, screen porches, room additions, garages, and any other room or living space.
- (2) Additions should be constructed to compliment the neighborhood and primary residence.
- (3) Additions should be designed to appear as part of the original structure of the home, not “tacked on”
- (4) Additions should be in the rear or side of the home, additions to the front of the home which change the home’s appearance are discouraged.
- (5) No more than one addition shall be allowed on any residence.

### (b) Standards and Specifications

- (1) Any addition that has a roof as part of its structure shall be designed by a state certified architect or engineering firm.
- (2) Any addition that has a roof as part of its structure shall require foundation walls of a minimum four (4) foot depth or otherwise as required by local building codes or other applicable law.
- (3) Additions must be constructed of material compatible with, and in an architectural style similar to the design of the associated residence.  
Therefore:
  - i) Sidewall construction must be of wood, brick, vinyl or stone similar to the residence
  - ii) Shingles are required and must be similar to the residential structure in type and color
  - iii) Additional features such as windows or doors should be similar to the residence
  - iv) Roof pitch and shape should be consistent with the residence
  - v) Metal, aluminum and vinyl or polymer buildings are considered incompatible and will NOT be approved or allowed.

- (4) Pre-fabricated or “kit” buildings that meet the criteria above will generally be approved.
- (5) Size and scale shall be appropriate to the site and consistent with the use and function of the addition and main residence.
- (6) Additions may not exceed the existing height of the primary residence
- (7) No portion of the structure is permitted in any drainage or utility easement.
- (8) Exterior finish materials shall be consistent with the main residence.
- (9) No portion of an addition may extend beyond the front, side or rear building setback lines established for that property.
- (10) The total footprint of the addition shall be no greater than 20% of the total square footage of the primary residence.
- (11) No structure shall interfere with the established drainage pattern over the Unit Owner’s or any other property.
- (12) All construction must comply with all local building and zoning codes, including compliance with the 1996 BOCA National Building Code and the 1995 CABO One and Two Family Dwelling codes.
- (13) All electrical service(s) provided to the addition are subject to local building and zoning codes and the installation of such services must be shown on the application and plan.

(c) Exemptions

- (1) none

(d) Required Submittals

- (1) Completed and signed "Design Review Application"
- (2) Two copies of the existing plat of survey
  - i) One copy shall be “as is”
  - ii) One copy shall be marked up to show the proposed addition footprint and distances from each side to the closest lot line and/or main residence.
  - iii) The plat and all markings, dimensions, references and drawings made to it must be legible

- iv) The drawing need not be “to scale” but should attempt to show the proper proportions of the proposed structure to the existing residence and lot.
- (3) A building floor plan, brochure, or specific description including style, profile and dimensions. This description shall also show specific building height.
  - a. *Any addition which incorporates a roof as part of its plan must include a full set of certified architect’s plans or review and approval by a certified structural engineer.*
- (4) Specific information showing type of sidewall construction, finish and color as well as roofing type, material and color shall be provided.
- (5) Samples of materials must be submitted upon request.

## Section 10.18 ***Swimming Pools, Hot Tubs, Ponds and other Water Features***

### (a) General Information

- (1) Swimming Pool shall be defined as any Structure, both temporary and permanent, intended for swimming, recreational bathing or other similar use capable of holding water, This includes, but is not limited to; above ground pools, inflatable or soft sided pools, in-ground pools, hot tubs and spas.
- (2) Wading Pools / Kiddie Pools shall be defined as a basin of any material designed to be filled with water for wading or sitting with a maximum side wall depth of 18".
- (3) Water Feature shall be defined as any decorative or other use of water in the landscape other than to water vegetation or turf. This includes, but is not limited to; ponds, fountains, waterfalls, cascades, and streams. It does not include items such as bird baths, lawn sprinklers, or temporary water toys.

### (b) Standards and Specifications

#### (1) General

- i) All Swimming Pools and Water Features are to be located in the rear yard.
- ii) The use of Wading Pools and Kiddie Pools that meet the definition provided in paragraph (2) above is expressly exempt from ARC approval and all requirements that apply to Swimming Pools (including fencing) provided that they are not left unattended AND are emptied of water and stored out of sight every night and when not in use.

#### (2) Swimming Pools, spas and hot tubs

- i) Swimming pools shall only be permitted when the rear yards is completely surrounded by a 6 foot tall wooden fence that conforms to the styles for fences as specified in Section 10.12 starting on page 62
  - a. *Fencing must also comply with municipal codes for safety including self locking latches and child-proof gates.*
  - b. *Exceptions are allowed for hot tub or spa installations, please see section (c)*
- ii) Equipment, including but not limited to; pumps, filters, heaters, plumbing and electrical services shall be screened from view by privacy screening or vegetation.

- iii) All installations must be completed by a licensed and certified contractor. A copy of the installer's certificate of insurance is required.
- iv) Construction, use and operation must conform to all Village of Round Lake codes and regulations including conformance with;
  - a. *The 1996 BOCA National Building Code Section 421.10*
  - b. *The 1999 National Electrical Code; and*
  - c. *Any Village ordinances on Swimming Pools where not in conflict with these Rules and Regulations.*

(3) Ponds and Water Features

- i) Ponds and water features should be appropriate in size, design and configuration for their location, constructed in a workmanlike manner of durable materials, and appropriately landscaped to integrate the feature visually into its environment.
- ii) Any feature requiring electrical service for the operation of any pumps, filters, lights or other equipment must have a dedicated GFCI circuit installed in an approved location by a licensed electrician.
- iii) Ponds or water features that are greater than eighteen (18) inches in average depth are subject to fencing regulations as required for a swimming pool.
- iv) No pond or water feature shall be constructed that interferes with the established drainage on the property or adjacent properties including; Community Areas, wetlands and neighboring communities or homes
- v) Ponds and water features shall be maintained in good fashion at all times
- vi) Ponds shall be constructed with water tight liners
- vii) Ponds should include water recirculation devices and overflow provisions.

(c) Exemptions

- (1) Hot tubs or spas that are enclosed in an accessory structure that has a locking door(s) which prevent unauthorized access to the hot tub do not require the installation of a 6' privacy fence.

- a) Accessory Buildings and Gazebos are subject to the Architectural Standards starting on page 42
  - b) A separate design review application will be required for any such accessory structure.
- (2) Hot tubs or spas that feature a locking cover that prevents unauthorized access do not require the installation of a 6' privacy fence provided that;
  - a) The hot tub or spa is screened from neighboring houses by landscaping or privacy screening.
  - b) Any such privacy screening shall conform to the requirements in Section 10.12 starting on page 62
  - c) Landscape screening shall provide enough cover so that the hot tub or spa is at least 50% obscured from view of neighboring properties.
- (3) Small ponds and water features that meet ALL of the following requirements do NOT require prior ARC approval:
  - a) It is to be located in a rear yard; and.
  - b) The pond or water feature will be no closer than ten (10) feet to any property line; and
    - i. The average water depth is no greater than eighteen (18) inches; and
    - ii. The maximum surface area will be no greater than twenty-four (24) square feet (6'x4' or equivalent); and
    - iii. There will be a maximum of one small fountain or cascade; and
    - iv. There is to be no integrated lighting or electrical service; and
    - v. The pond or water feature is landscaped and screened so as to be integrated into its environment.
- (4) All other pools, hot tubs, spas, ponds and other water features require prior ARC approval.
- (d) Required Submittals
  - (1) Completed and signed "Design Review Application"
  - (2) Two copies of the existing plat of survey
    - i) One copy shall be "as is"

- ii) One copy shall be marked up to show the proposed swimming pool or water feature including distances from each side to the closest lot line and/or main residence.
  - iii) The plat and all markings, dimensions, references and drawings made to it must be legible
  - iv) The drawing need not be “to scale” but should attempt to show the proper proportions of the proposed structure to the existing residence and lot.
- (3) Details on any existing or proposed vegetation or screening
- (4) Information on the color, finish and material for the pool or water feature and all accessory equipment.
- i) A brochure or photo is acceptable
  - ii) Be sure to include detailed dimensions on width, depth and height.
- (5) Swimming pool installations that include integrated patios, decks, or other construction shall include the specifications for those structures as well. Specific information showing type of construction, finish and color should be provided.
- (6) For Swimming Pools, hot tubs and spas a copy of the installer’s certificate of insurance is required at the time of application.
- (7) Samples of materials must be submitted upon request.

## Article XI. Violations and Enforcement

### Section 11.01 **General**

- (a) The Association Board and owners have the right to enforce, by proceedings at law or equity, all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Declaration, Bylaws and Rules and Regulations. The failure of the Board to enforce any provisions of the Declaration, Bylaws and Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter.

### Section 11.02 **Complaints**

- (1) If someone is believed to be in violation of any of the provisions of the Declaration, Bylaws or Rules and Regulations, a signed, written complaint must be prepared by an owner, the Managing Agent, a resident or a member of the Board of Directors and sent to the Property Management Company.
- (2) Anonymously made charges shall not be pursued
- (3) Random inspections of the Developed Property may be performed by the Managing Agent or the Board as a means to check for violations.

### Section 11.03 **Enforcement**

- (1) Any person charged with a violation will receive written notice of the complaint informing him or her of the alleged violation and the resulting fines or penalties.
  - a) Any Unit Owner who feels they have been wrongfully or unjustly charged with a violation may demand a hearing before the Board of Directors or its authorized committee by submitting the "Request for Hearing" (Exhibit "A") within three (3) business days after receipt of such notice. Responses to official notices must be in writing and tangible in form, mailed or physically delivered to the attention of the Board at the management office. Email or other electronic form of delivery will not be accepted.
    - i. A hearing will then be scheduled and the owner notified of the date and time of that hearing.
    - ii. Hearings shall be scheduled to occur following the next regularly scheduled Board meeting.
    - iii. Notification of the hearing date and time shall be delivered to the Unit Owner no less than five (5) days before the scheduled date
  - b) At such hearing, the accused will have the opportunity to defend himself or herself and the Board shall hear and consider all arguments, evidence and statements regarding the alleged violation.

- i. If the accused will be having a lawyer appear with him or her at the hearing, the Board must be notified not less than five (5) business days in advance to allow the Board to determine whether or not to arrange for the Association's attorney to attend the hearing to assist the Board.
  - ii. All scheduled hearings will proceed with or without the presence of the accused person or Unit Owner except as it may be necessary to arrange for legal counsel for the Board.
- c) The results of the hearing will be reported to the Unit Owner using the Ruling on Violation Report (Exhibit "B") or some other method of written communication.
- d) The decision by the Board or its committee shall be final and binding.
- (2) Payment and charges made under this policy shall not become due until the Board or its committee has completed it's hearing and made a final decision.
- (3) Should no protest be filed within the stated period, the allegations in the written notice of violation shall be considered accurate and complete. Any fines, penalties or other charges shall become due and payable at that time.
- (4) All required notices to the Unit Owner shall be directed to address listed in the Association's records for said Unit Owner by regular mail, certified mail (return receipt requested) or by such other means as the Board determines to be reasonable.
- (5) Notice to the Association must be directed to the Association's Property Management Company, or if no Property Management Company, to the President or Secretary of the Board of Directors.
  - a) All notices shall be supported by reasonable proof of delivery.
  - b) Notification to the Unit Owner before enforcement efforts in non-emergency situations shall be a reasonable time of not less than five (5) days.
- (6) Nothing herein stated shall be deemed to preclude the Board from automatically scheduling a hearing in the absence of a hearing request from the Unit Owner. In the event that the Board schedules a hearing in this manner, the Association shall deliver to the Unit Owner notice of the violation hearing.

### Section 11.04 ***Violation Charges***

- (1) If anyone is found guilty of a violation, the Board will notify the person charged with the violation (or the Unit Owner if the person charged with the violation is a family member, guest, invitee or occupant of the Unit Owner's Unit) in writing and a fine may be charged by the Board to the assessment account of the Unit Owner of the Unit in which the guilty person resides or is/was a guest.
- (2) Fines are to be collected with the assessments and shall constitute a lien against the Unit.
- (3) Fines shall be made according to the following schedule:
  - a) First occurrence of a violation: a warning letter and no fine.
  - b) Second occurrence of the same violation within 12 months: \$50.00
  - c) Third occurrence of the same violation within 12 months: \$100.00
  - d) Fourth occurrence of the same violation within 12 months: Daily fines shall be assessed at the rate of \$5.00 per day for the first ten days and \$10.00 per day for each day thereafter until the violation is corrected. May also be turned over to the association attorney for additional legal action.
  - e) For violations creating a hazard to the health, safety and welfare of the Unit Owners and residents of the property, the Board may dispense with the warning letter and impose a fine not to exceed \$100.00 for each violation.
- (4) In addition to the procedures set forth above, the following remedies may apply:
  - a) In the event of any violation of the Declaration, By-Laws, the Trust Rules and Regulations, and the Community Association Rules and Regulations and Architectural Standards, the Board retains the right to pursue any and all remedies, both legal and equitable, to compel enforcement. Under those circumstances, the warning letter shall not be required.
  - b) For violations involving motor vehicles, towing or removal of a vehicle may be a remedy available to the Board. Under those circumstances, the warning letter shall not be required.

### Section 11.05 ***Legal Fees***

- (1) The Unit Owner shall pay the amount of legal fees and costs (including, without limitation, court costs, title company charges and management company charges) incurred by the Association in connection with the violation and all costs, damages, expenses and other charges attributable to or resulting from the violation or enforcement efforts.

### Section 11.06 ***Damages***

- a) In the event of damage sustained as a result of action or inaction by a Unit Owner (or a family member, guest, invitee or occupant of the Unit Owner's Unit), all repair, replacement or maintenance costs incurred shall be assessed back to the account of the responsible Unit Owner at the time they are incurred. Under those circumstances, the warning letter shall not be required.

## **Article XII. Exhibits and Appendices**

Appendix A

Contact Information for the Management Company

Exhibit A

Request for Hearing

Exhibit B

Ruling on Violation Report

REQUEST FOR HEARING



Date: \_\_\_\_\_

To : The Valley Lakes Community Association, Inc.  
c/o Premier Residential Management Company  
4180 Route 83, Suite 14  
Long Grove, IL 60047

In response to the Notice of Violation, I contest or do not admit the allegations and seek a hearing before the Board on this matter. I understand that this request must be submitted within three (3) business days of the date of the Notice of Violation.

I ☐ will or ☐ will not have an attorney appear with me at the hearing.

I am aware that if I do not now notify the Board (or subsequently at least five (5) business days in advance of the hearing date) as to whether or not I will have an attorney appear with me so that the Board can determine whether or not to arrange for the Association's attorney to attend to assist the Board, the Board may continue the hearing to another date in its sole discretion. I understand that unless otherwise notified, the Board will presume that I will not be having an attorney appear with me.

I understand the Board will proceed with the hearing on the stated date whether or not I attend except as it may be necessary to arrange for legal counsel for the Board.

I further understand that after hearing the case, the Board will determine if a violation occurred and if a fine should be levied or other sanction imposed.

Signed: \_\_\_\_\_

\_\_\_\_\_  
*Print Name*

Address: \_\_\_\_\_  
\_\_\_\_\_

*A hearing will be scheduled within 30 days of receipt of your request. You will receive notice of the hearing date and time no less than 5 days prior.*

*MAIL THIS FORM TO: Valley Lakes Community Association  
4180 Route 83, Suite 14  
Long Grove, IL 60047*



RULING ON VIOLATION REPORT



Date: \_\_\_\_\_

To : \_\_\_\_\_

Address: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, The Board conducted a hearing / made a determination about your alleged violation of the following section(s) of the Declaration, Community Association Rules and Regulations or Architectural Standards:

\_\_\_\_\_

This allegedly was violated by:

\_\_\_\_\_

\_\_\_\_\_

The Board has taken the following action:

- ☐ The Board has determined that no violation occurred.
- ☐ The Board has determined that a violation occurred. Since this is the first violation in a twelve-month period, this warning letter is being issued instead of a fine.
- ☐ The Board has determined that a violation occurred and that this is the second such violation within a twelve-month period. Accordingly, a fine in the amount of Fifty (\$50.00) Dollars has been assessed against your unit account.
- ☐ The Board has determined that a subsequent violation within a twelve-month period has occurred. Accordingly a fine in the amount of One Hundred (\$100.00) Dollars has been assessed to your unit account.
- ☐ The Board has determined that a violation creating a hazard to the health, safety and welfare of the Unit Owners and residents in the property has occurred and a fine of One Hundred (\$100.00) Dollars has been assessed to your unit account.
- ☐ The Board has determined that a violation of a continuing nature has occurred and a daily fine of \$5.00 per day for the first ten days and \$10.00 per day for each day thereafter has been assessed to your unit account.



- ☐ The Board determined that a violation involving a motor vehicle has occurred and towing or removal of the vehicle has been ordered.
- ☐ The Board determined that a violation of the Architectural Standards has occurred and removal or abatement of the contrary condition at your expense is required. Your failure to do so on or before \_\_\_\_\_, 20\_\_\_\_ shall result in the Association doing so at your expense.
- ☐ The Board determined that a violation of your Unit maintenance, cleaning repair and replacement obligations has occurred. Your failure to complete the work within seven (7) days or to commence the work within such time if it is not capable of being completed within that time and to proceed diligently to completion shall result in the Association doing so at your expense.
- ☐ The Board has determined that damage has been caused by you or by a family member, guest, invitee or occupant of your Unit. All repair replacement or maintenance cost incurred as a result of such damage shall be assessed back to your account at the time they are incurred.
- ☐ As a result of the violation, costs and/or legal fees in the amount of \$\_\_\_\_\_ have been incurred by the Association and these expenses are being charged against your unit.
- ☐ As a result of the violation the Board has determined to suspend your right to vote on matters brought before the Members until \_\_\_\_\_, 20\_\_\_\_ or until the violation has been cured to the Association's satisfaction.
- ☐ Legal proceedings may be instituted if further violations occur

The Valley Lakes Community Association, Inc.  
Board of Directors



## Appendix A

As of the date of adoption of these Rules and Regulations, the Property Management Agent for the Valley Lakes Community Association, Inc. is:

UNTIL December 31, 2009:

Summit Management Specialists, Inc.

175 E. Hawthorne Parkway, Suite 235

Vernon Hills, IL 60061

Phone: 847-918-0000

Fax: 847-918-0002

AFTER January 1, 2010

Premier Residential Management Company

4180 Route 83, Suite 14

Long Grove, IL 60047

Phone: 847-415-2540

Fax: 847-415-2541

E-mail: [customerservice@premierresmgt.com](mailto:customerservice@premierresmgt.com)

**THE VALLEY LAKES COMMUNITY ASSOCIATION, INC.  
VILLAGE OF ROUND LAKE, ILLINOIS**

**AMENDMENT TO RULES AND REGULATIONS**

**RESOLUTION**

The Board of Directors of The Valley Lakes Community Association, Inc. hereby adopts the following Amendment to Rules and Regulations. This Amendment to Rules and Regulations shall be effective immediately.

Approved this 17th day of April 2012.

John F. Flader

President

ATTEST:

John R. Gutknecht

Secretary

**CERTIFICATION**

I, John R. Gutknecht, Secretary of The Valley Lakes Community Association, Inc., certify that the foregoing resolution was approved and adopted by the Board of Managers of the The Valley Lakes Community Association, Inc. at a duly called and held Board meeting on 17 April, 2012.

John R. Gutknecht

Secretary

Original signatures on file

**THE VALLEY LAKES COMMUNITY ASSOCIATION, INC.  
VILLAGE OF ROUND LAKE, ILLINOIS**

**AMENDMENT TO RULES AND REGULATIONS**

*PREAMBLE*

*The Valley Lakes Community Association, Inc. ("Association") exists pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for The Valley Lakes Community as amended from time to time ("Declaration"). The Association is responsible for the administration and operation of the property ("Property"). The Association's Board of Directors ("Board") is authorized to adopt and enforce rules and regulations pursuant to the Declaration.*

*The Board hereby adopts the following Amendment to Rules and Regulations ("Amendment"). This Amendment shall be binding upon all unit owners and their grantees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Property. This Amendment supersedes any previously adopted rules and regulations addressing the same subject matter.*

**The Association's Rules and Regulations are modified by adding the following Rule:**

**In the event the Association incurs any fees or costs, including but not limited to attorneys' fees, court costs and management fees, in an effort to protect its interests in and/or monitor the progress of a mortgage foreclosure or other legal proceeding, whether administrative or before a court of law, all such fees and costs shall be the responsibility of the Unit Owner of the Unit in which the Association's interests are at issue and such fees and costs shall be charged to such Unit as a common expense.**

**EXHIBIT C - HOMEOWNER/TENANT INFORMATION CARD**

Number of adults that will occupy the unit: \_\_\_\_\_

Number of children (under 18) that will occupy the unit: \_\_\_\_\_

List each person residing in the unit *(use additional sheet if necessary)*:

*Full legal name*

*age*

*gender*


Home or primary phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or secondary: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Emergency Contact and phone** *(someone with KEYS and access to unit):*

--

Number and types of pets in unit: \_\_\_\_\_ Dogs \_\_\_\_\_ Cats \_\_\_\_\_ Other (list)

List all vehicles *(use additional sheet if necessary)*:

*Make*

*Color*

*Year*

*License Plate No.*


This information must be kept current at all times. Please update the office immediately if any of this information changes. Information will be kept confidential and used for official purposes only.

EXHIBIT D

RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of The Valley Lakes Community Association, Inc. By this Rider the undersigned parties to said lease expressly acknowledge that this lease shall be subject in all aspects to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for The Valley Lakes Community as well as the By-Laws and Rules and Regulations of the Association and any failure by either party to comply with the terms thereof shall be a default under the lease.

The Board of Directors for The Valley Lakes Community Association, Inc. (the "Board") shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default, including seeking to terminate the lease and the lessee's right of possession thereunder. No rights of the Board shall be deemed to have been waived or abrogated by reason of any failure to enforce same.

\_\_\_\_\_  
Lessor (Landlord)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Landlord)

\_\_\_\_\_  
Lessee (Tenant)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_