

# **LAKE BARRINGTON COMMUNITY HOMEOWNERS ASSOCIATION**



## **Rules & Regulations**

Adopted: February 12, 2020

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## **I. LAKE BARRINGTON COMMUNITY HOMEOWNERS ASSOCIATION ORGANIZATION**

The LAKE BARRINGTON COMMUNITY HOMEOWNERS ASSOCIATION (LBCHA) mission is to create a community for Residents which offers scenic surroundings, abundant sports, social, educational and recreational opportunities with few maintenance demands. The Association has always emphasized that outstanding owners are a key ingredient for success. Through the efforts of all owners, their families and the Management Staff, LBCHA has become a leader in condominium communities. In fact, the Community received the Illinois Chapter of the Community Associations Institute's (CAI) Community Association of the Year Award on several occasions, and is also a recipient of CAI's National Community Association of the Year Award.

The success of LBCHA is due to Unit Owners' willingness to live and participate in a common interest community. This willingness is exhibited through cooperation and outreach of its volunteers and its staff who administers and maintains a physical and social environment for the enjoyment of all. To ensure continued success and growth, it is important that Residents, who appreciate this style of community living, understand the LBCHA way of life and live in accordance with the LBCHA rules and regulations.

The Board of Directors of LBCHA meets monthly and holds its Annual Meeting for the LBCHA at the Lodge on the first Tuesday of June. Homeowners are encouraged to attend these meetings and to participate on condominium boards

and commissions. Regular meeting dates are posted in the Lodge, as well as LBCHA Media Outlets (currently Community Channel, Shorelines, Website, and Social Media).

- A. MASTER BOARD** - The Master Board of LBCHA is comprised of the Presidents of the 13 individual Condominium Associations, giving all homeowners representation. Board members may serve as long as they are Unit Owners in their Condominium Association. The Master Board has the responsibility for activities designated 18.5 and 18.6 of the Illinois Condominium Property Act, the Articles of Incorporation and Bylaws of the Condominium and those activities delegated to it by the individual Condominium Associations. The Master Board has jurisdiction over recreational facilities, community buildings, streets, property not within any individual Condominium Association, landscape maintenance, utilities (sewer, water and cable television) and Management.

The Master Board carries out its responsibilities through the LBCHA Management Office, the retained community Management Company and the volunteer Commissions. Unit Owners may volunteer to serve on Commission and Condominium Boards. The Master Board also has authority to establish advisory Commissions and Committees.

Board meetings are open to all Unit Owners, except for executive/close sessions authorized by law.

- B. CONDOMINIUM BOARDS** - Each Condominium Board is elected by the Unit Owners of the

Condominium Association to govern pursuant to the Illinois Condominium Property Act, Declaration of Condominium Ownership and the By-laws of the Condominium Association. The Condominium Board has jurisdiction over the buildings, common elements and limited common elements within its particular Association. Each Condominium Association is managed by up to 5 volunteer condominium Unit Owners elected for a one- or two-year term to oversee and proactively maintain the common elements, assist the Unit Owners as necessary, prepare and administer budgets for the fiscal year, enact and administer rules and regulations specific to Condominium needs and in accord with legal entities described above. The 5 person Board elects the officers consisting of President, Secretary, Treasurer and Vice-President(s).

- C. COMMISSIONS** - Commissions are formed and chartered by the Master Board to serve as advisory bodies in regard to special functions designated by their names. Each Condominium Board may select two of its Residents to represent its Condominium on each Commission. Each Condominium, however, has only one vote. Each Commission elects a Chairperson annually.

Unless specified otherwise in its charter, each Commission has the responsibility to:



- i. Review and make recommendations to the Master Board on chartered duties or make special requests from the Master Board and Condominium Boards.
- ii. Develop policies and procedures for these chartered responsibilities.
- iii. When appropriate, coordinate with all required Committees, Commissions and Management.
- iv. Obtain professional consultation as required.
- v. Prepare an annual budget including operational and capital reserve requirements.
- vi. Review and recommend monthly expenditures.
- vii. Conduct scheduled reviews of program responsibilities.
- viii. Maintain minutes of all meetings, consultant records, and program audits.
- ix. Distribute policies and procedures through LBCHA publications and audio-visual means.

### **Architectural Commission**

The Architectural Commission makes recommendations to the Master Board and to the thirteen individual Condo Boards on design standards for the Community including alterations and additions to building exteriors, common areas and limited common (exclusive use) areas. The Commission reviews individual Unit Owners' Applications for Architectural Review for deck and balcony repair and replacement, as well as for requests for variances from

established standards, and makes its recommendations to the appropriate Condo Board.

### **Finance Commission**

The Finance Commission has the responsibility of preparing the Annual Operating Budget and maintaining a Capital Reserve Plan. The Commission recommends the annual LBCHA assessment to the Master Board. It reviews the monthly financial statements and makes recommendations for implementation of expenditures to LBCHA. The Commission reviews all requests for items not budgeted in the approved budget. The Commission is responsible for the recommendation, selection and evaluation of a CPA firm, to conduct an Annual Certified Audit for LBCHA and the 13 Condominium Associations.

### **Insurance Commission**

The Insurance Commission reviews and makes recommendations to the LBCHA Master Board and the Condominium Boards relating to insurance coverage for the various entities making up the LBS Community. In conjunction with the LBS Community Management, the Commission prepares an annual insurance premium estimate for adequate and appropriate insurance coverage for LBCHA and each of the Condominium Associations.

### **Lake and Ponds Commission**

The Lake and Ponds Commission develops, implements,

administers and evaluates programs which maintain the lake and seven ponds in optimal condition, subject to approval by the Master Board, including water quality and levels, chemical application and harvesting for weed control, water maintenance, fish maintenance and shoreline erosion control. The Commission also monitors the wildlife population. The Landscape Manager is an ex-officio member of the Commission.

### **Landscape Commission**

The Landscape Commission, under the support of the Master Board and individual Condominium Boards, is responsible for developing, recommending and administering approved programs which preserve and, where appropriate, enhance the landscape environment of LBCHA. In developing such programs, the Commission considers all relevant factors, including, but not limited to, the aesthetic and functional purpose of plant materials, their effect on the well-being of other plant materials, on-going maintenance costs, and public safety. This encompasses all trees, plant growth, flowers and grass in all common areas including the Forest Preserve, lake buffer strip and natural habitat areas. The Commission representatives advise their Condominium Boards of all Unit Owner requests for variances involving removal, additions or location changes of plant materials and/or trees. The Landscape Manager is an ex-officio member of the Commission.

### **Community Affairs Commission**

This Commission works together with Management to develop, supervise, and administer those programs and activities which will establish, maintain and promote active interest in the well-being of LBCHA and foster a sense of harmony to enhance the lives of its Residents. The Commission enables the Community to be informed (through media, personal experience, etc.) of activities outside Lake Barrington Shores that do (or may) affect Residents. Certain nonpartisan events may be presented by Community Affairs at their discretion. This Commission handles the "New Resident" welcome program.

### **Public Works Commission**

The Commission is responsible for the preparation of an Annual Budget for the maintenance and upgrading of the water and sewer system, streets and roads, entrance and exit gates, street lights, service buildings, the maintenance and repair of the basic structure and exteriors of the Lodge and the Marina buildings and snow plowing. The Commission also assists individual Condominium Associations in maintaining items such as driveways, sidewalks, and lights, as requested.

The Commission recommends the engagement of a consulting engineer for Lake Barrington Shores. It meets with consultants and evaluates the operation and maintenance of the Public Works Department and makes its recommendations to the Master Board. The Public Works Director is an ex-officio member of the Commission.

### **Rules and Regulations Commission**

The Rules and Regulations Commission develops, reviews, evaluates and recommends the rules and regulations for the Community. The Commission, with approval of the Master Board, establishes operational guidelines applicable to all Condominium Associations and all Unit Owners. It recommends other guidelines that may be applicable to any Condominium Association or to the Unit Owners of that Condominium Association.

### **Social and Sports Commission**

The Commission is responsible for all Social and Sports activities. Additional responsibilities include reviewing and advising as to the use, operation and improvement of all recreation areas including Marina, Warming Hut, and the interior of the Lodge. The Commission, through the Lifestyle Director, organizes and schedules social functions, activities and sporting events.

## **D. PUBLIC SAFETY**

Public Safety Officers at the Main Gate on Barrington Road (Illinois Highway 59) monitor access to the community 24 hours a day. The laws and ordinances of the Village of Lake Barrington, Lake County, the State of Illinois and the U.S. Government are fully applicable within the confines of the LBS Community. Police protection is provided by the Lake County Sheriff's Department. If a crime has been committed, Residents should call 911 directly. For medical

emergencies and fires, call 911 first before calling the Public Safety Officer.

The principal duty of the Public Safety Officers is to control access to the LBS Community. At designated times there is also a roving patrol, which is in radio contact with the Public Safety Officer at the Main Gate. They assist Lifeguards, Management Office Employees and Residents in the case of an emergency or when individuals display unacceptable behavior.

Public Safety Officers are uniformed, but do not carry firearms. Public Safety Officers issue citations for speeding and parking violations. Radar is used to ascertain speed. Public Safety Officers can report offenders to the Lake County Sheriff. **Nevertheless, it is still incumbent upon all Residents to take personal responsibility for their own security and for their family, guests and property.** House doors, garage doors and vehicles should be kept locked and windows latched along with all other normal precautions one would take in living in any Residential area. Any complaints concerning the performance of the Public Safety Officers should be directed to the Management Office in writing.

## II. DEFINITION OF TERMS

- A. **Act** — The Condominium Property Act of the State of Illinois, as amended.
- B. **Property** — All the land, property and space comprising the parcel, all improvements and structures erected, constructed or contained

therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

- C. PUD (Planned Unit Development)** - The term Planned Unit Development (PUD) is used to describe a type of development and the regulatory process that permits a developer to meet overall community density and land use goals without being bound by existing zoning requirements. A PUD is planned and built as a unit thus fixing the type and location of uses and buildings over the entire project. Village of Lake Barrington Ordinance #72-0-3 is the ordinance approving the planned development of Lake Barrington Shores.
- D. Lake Barrington Community Homeowners Association (LBCHA)** — The not-for-profit organization established in the Articles of Incorporation to administer and operate the Property through its Board of Directors (Master Board).
- E. Condominium Association** — One of 13 Condominium Corporations, administered by a Board of Directors, which make up the Lake Barrington Community Homeowners Association.
- F. LBCHA and Condominium Association Instruments** - All documents and authorized amendments thereto recorded pursuant to the

- provisions of the Act, including the declaration, bylaws and plat.
- G. Unit** —A part of the property designed and intended for any type of independent use. Please refer to the Condominium Declaration for further explanation.
- H. Person** — A natural individual, corporation, partnership, trust or other entity capable of holding title of real property.
- I. Unit Owner** — The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.
- J. Authorized Agent** - Fiduciary relationship determined by contract between the 'agent' who is under the control of (is obligated to) LBCHA. The agent is authorized by LBCHA to perform certain acts, for and on behalf of LBCHA. LBCHA is bound by the acts of the agent, performed in carrying out entrusted duties and within the scope of agent's authority.
- K. Lake Barrington Community Homeowners Association** —(LBCHA) — Nonprofit corporation that through its recorded bylaws and condominium instruments exercises powers on behalf of the thirteen (13) Condominium Associations.
- L. Condominium Association** — The association of unit owners, acting pursuant to bylaws through its duly elected board of managers. .
- M. Resident** — An individual, who may or may not be a Unit Owner, that resides in a unit in the LBS



Community.

- N. Chartered Group** — A voluntary association specifically approved by the Master Board that has as its purpose to increase or promote the social, recreational or educational opportunities available to all LBS Unit Owners or Residents as well as meeting other requirements as determined by LBCHA. At least 75% of the members or participants must be current LBS Unit Owners or Residents.
- O. Common Elements** — In each Condominium, means all portions of the property except the units, including limited common elements unless otherwise specified.
- P. Limited or Exclusive Use Common Element** — In each Condominium, applies to detached garages, sidewalks, decks, patios, balconies and areas enclosed by a fence (courtyard) for the exclusive use of the Unit Owner.
- Q. Common Expense or Assessment** — Any amount which the Master Board and/or Condominium Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or other assessments which are levied pursuant to the LBCHA or Condominium Association Instruments.
- R. Community Management** — The person or entity which has been employed or engaged by LBCHA to manage the day-to-day administration of the Community in the manner directed by the

Master Board and individual Condominium Boards.

- S. **Landscaping** — Landscaping maintenance will be provided for all Common Property and Common Elements except courtyards and garden areas created through the variance process. This encompasses all trees, plant growth, flowers and grass in all common areas including the Forest Preserve, lake buffer strip and natural habitat areas.
- T. **Smoking** - Inhale and exhale the smoke of tobacco or substance. To emit smoke or visible vapor. Smoking of cannabis, marijuana or substances is prohibited in all common areas.
- U. **Recreational Facilities** - Defined as the recreation center (the Lodge), indoor/outdoor pool areas, Marina and beach, tennis courts, Warming Hut, paddle ball court, baseball field, forest preserves, open green spaces, children's playground and the sports courts; including parking areas and streets.

### III. RESIDENCY / GENERAL RULES

#### A. IDENTIFICATION CARDS

1. Numbered photo identification cards are issued at the Management Office to Unit Owners/Residents sixteen (16) years of age and older. These cards shall be used for identification when using the

recreational facilities, access to the Lodge and gate access.

2. Cards shall be used only by the individuals to whom they were issued. If the card is used by individuals other than the one to whom it was issued, it will be confiscated.
3. Cards shall be removed from the system when Unit Owners/Residents move from the LBS Community.
4. Lost, stolen or confiscated cards can be replaced or retrieved for a twenty-five-dollar (\$25.00) fee. Fee is subject to change without notice. Unit Owners/Residents are responsible for their visitors' and guests' actions while within the LBS Community.
5. A Special temporary ID Card may be issued to caregivers and baby sitters of Residents by the Management Office at the written request of the individual and with the approval of the individual's Condominium Association Board of Directors.
6. If a Unit Owner/Resident moves to a different LBS Condominium Association, they shall notify the Management Office and update the Resident contact information, as needed.
7. Unit Owners/Residents are required to keep their contact information up-to-date with the Management Office and complete a Census or other forms as requested by the Association.

## **B. VEHICLE REGISTRATION**

1. **Registration** - All motor vehicles of LBS Residents

must be registered with the Management Office. All vehicles must have a current State registration.

Either a transponder must be permanently affixed to the windshield or a Visitor Pass must be displayed on the dashboard of any vehicle when on the grounds of the LBS Community. If a vehicle has neither, it is subject to ticketing.

2. **Residency** - Only Unit Owners and Residents living with them and approved lessees may have a transponder. Residency must be verified by producing one of the following documents that show the name of the Resident and his/her address here in the LBS Community: driver's license, insurance card showing proof of insurance, State issued ID or State voter registration card. New Residents must fill out and return the required Registration Form for Transponders.
3. **Permitted Vehicles** - Permitted vehicles are non-commercial automobiles and vans, with standard suspensions and configurations of a size which fit into the Unit Owner's garage and are licensed as a passenger vehicle. Exceptions must be approved and documented by the respective Condominium Board.

## C. TRANSPONDERS

1. **Number of Transponders** - A unit with a one-car garage may be issued up to two transponders and have two cars on the premises only if there are permanent parking spaces for both vehicles; a unit

with a two-car garage may be issued up to four transponders and have four cars on the premises only if there are permanent parking spaces available for these vehicles. A permanent parking space is the space within the garage, driveway in front of garage, or space assigned in writing by the Condominium Association. Unit Owners may also purchase up to 2 Guest Transponders for frequent visitors. Please consult the “Guest Transponder Policy” found at the Management Office for details on this.

2. Numbered transponders are issued and installed by the Management Office staff only onto vehicles registered on the appropriate form.
3. The transponders shall be permanently attached to the inside lower driver’s side of the windshield of the vehicle to which they have been registered. Other attachment places may be authorized by the Authorized Agent.
4. When a Unit Owner/Resident acquires a different vehicle, the transponder from the formerly-owned vehicle shall be removed by the Resident and returned to the Management Office for deactivation. Proof of ownership and showing the date of acquiring the vehicle, i.e., either the State vehicle registration form or purchase contract for the vehicle, shall accompany any request for a new or replacement transponder.
5. LBCHA charges a fee for installing each transponder issued to any Resident or authorized guest. Please consult management office for current fee.
6. An appointment must be made by the Resident with

the Management Office to install or replace transponders.

7. If a transponder is removed from the windshield and used as a handheld device or given to anyone other than the registered Resident, the transponder shall be confiscated and/or deactivated. Lost, stolen, unattached, confiscated or deactivated transponders can be replaced or retrieved with payment of the following fees:
  - a. One hundred dollars (\$100.00) for a confiscated, unattached, or deactivated transponder.
  - b. Thirty-five dollars (\$35.00) for a lost or stolen transponder.
8. Residents who move to another condominium within the LBS Community shall notify the Management Office of their new address.

#### **D. GUEST / VISITOR ACCESS**

1. Guests/visitors are defined as individuals not owning or residing within the LBS Community and spending a limited amount of time with a Unit Owner / Resident.
2. Regularly scheduled or periodic guests/visitors may be identified in writing in the LBS permanent visitor access list or online at [www.lakebarringtonshores.org](http://www.lakebarringtonshores.org).
3. All guests/visitors are required to follow all LBCHA and Condominium Association rules and regulations while within the LBS Community and any penalties or fines logged against a guest/visitor will be charged to the hosting Unit Owner/Resident.

4. The Village of Lake Barrington prohibits Airbnb activities. LBCHA does not allow short term rental or short term lodging of any Unit Owner's residence. A short term rental or short term lodging is defined as any period of less than twelve (12) months.
5. See other guest/visitor related requirements in Sections "LODGE", "RECREATION, ACTIVITIES/SPORTS" and "MOTOR VEHICLES" governing guest/visitor privileges and behavior.
6. LBCHA reserves the right to deny, limit, or terminate access to a guest/visitor on reasonable grounds and with good cause. Examples include, but are not limited to, repeated traffic violations, posing a danger, repeated damage to property, illegal activity while on the premises, etc.

#### **E. RESIDENT DIRECTORY USE**

1. On a periodic basis, the Lake Barrington Community Homeowners Association, (hereinafter called the Association) publishes, posts and distributes a directory of Unit Owner/Resident contact information to the Association Unit Owners and Residents.
2. That directory contact information shall be used for communicating with Unit Owners/Residents only for a purpose that relates to the Association.
3. That contact information shall not be shared with third parties or used for any commercial, business, political or advocacy group purposes, including, but not limited to, sending unsolicited emails or postal mails advertising or promoting services or products sold, supported or

promoted by any Unit Owner/Resident or that Unit Owner/Resident's business, organization, or employer.

4. Misuse of the Resident Directory as stated shall constitute a violation of the Association Rules and Regulations. Fines/penalties may be imposed by the Master Board after the offending Unit Owner/Resident has had notice and the opportunity for a hearing. (See Section on "Enforcement Procedure").
5. The Resident Directory is considered valuable property owned by the LBCHA.

## **F. OTHER RESIDENCY RULES**

### **1. Signs and Open House Signage**

- a. Signs for any purpose are not permitted on any building, vehicle in common elements, or on common property except for signs placed by LBCHA or Condominium Associations.
- b. Real estate company "for sale" signs may be placed on Sundays only, between 1:00 p.m. and 4:00 p.m. One open house sign may be located directly in front of a unit for sale. Limited directional signage may be located at street intersections.
- c. In both cases above, signs shall not exceed 3' x 3' in size.
- d. Flags, banners, pennants or other advertising appurtenances are prohibited.
- e. Real estate sales people shall remove all their signs before leaving the area. LBS staff shall remove and dispose of any signs still in place



the following day.

**2. Concealed Carry**

- a. Pursuant to Section 65 (a-10) of the Illinois Firearm Concealed Carry Act, [Section 18.4(h) of the Illinois Condominium Property Act] and Article X of the Amended-By-Laws of the Lake Barrington Community Homeowners Association; (hereinafter called the “Association”) the following rules, are effective immediately:
- b. Except as expressly exempt by statute, no loaded or unloaded firearm may be carried either partially or wholly concealed on a person or in/on/ through the common recreational facilities of the Association.
- c. This rule does not apply to law enforcement or other governmental personnel who are authorized and required to carry firearms on property, including the Associations’ premises.

## **IV. MOTOR VEHICLE REGULATIONS**

### **A. OPERATING MOTOR VEHICLES**

1. No vehicle shall be driven within the LBSCHA unless it is either licensed by or recognized under Illinois law to be a lawful means of transportation on public roads and highways within the State of Illinois, except for motorized scooters used by handicapped persons. The Master Board is empowered to grant exemptions to an individual owner or resident basis for good cause.
2. All motor-driven vehicles driven on LBCHA streets shall be driven by licensed drivers, except for motorized scooters used by handicapped persons.
3. All vehicles (including bicycles) must observe all speed and traffic regulations.
4. Vehicles with abnormally loud exhaust systems of 95 dB or more, such as motorcycles, shall be driven in such a manner as to not disturb others.
5. Workers engaged by individual unit owners, including moving companies, are permitted only to work Monday through Friday between 7:00 a.m. and 7:00 p.m. and Saturday and Sunday between 7:00 a.m. and 3:00 p.m. so that neighbors are not disturbed by the noise. Emergency repairs by utility companies (electric, telephone, sewer, and water) may be performed at any time. Trucks are not to be left unattended and idling.

### **B. VEHICLE MOVING VIOLATIONS**

1. The speed limit within the LBS Community, as posted, is 20 mph. Any Resident, guest or vendor cited by a Patrol Officer or Radar with Photo/Video while operating a motor vehicle at speeds greater than the posted speed limit is subject to being fined.
2. In addition, any Resident, guest or vendor cited by a Patrol Officer or Radar with Photo/Video for other offenses listed below is subject to being fined.
3. The LBCHA streets are designed and intended to be safely used primarily by vehicles that are recognized as lawful means for transportation on streets and roads. All rules and regulations relating to the use of LBCHA streets shall be interpreted consistent with that intention for the safe use of the streets.

Lake Barrington Community Homeowners Association Rules and Regulations  
Amendment to Rules – Approved at 5-11-22 Board of Directors Meeting

4. The fines for all moving violations are as follows:

**Incomplete stop at a Stop Sign**

Not making a complete stop at a stop sign. (A complete stop is when there is no forward momentum and the speedometer is at 0.

- Each Offense per Unit = \$100 Fine

**1-5 mph over the speed limit**

- 1st Offense per Unit = Warning
- 2nd Offense per Unit = Warning
- 3rd Offense per Unit and thereafter = \$100.00 Fine

Escalating violations reset on January 1 annually.

**6-10 mph over the speed limit**

- Each Offense per Unit = \$120.00 Fine

**11-15 mph over the speed limit**

- Each Offense per Unit = \$160.00 Fine

**Greater than 16 mph over the speed limit**

- Each offense per Unit = \$300.00 Fine

**Tailgating At Entry Gates**

- Each offense per Unit = \$100 Fine. Tailgating is defined as to drive closely behind another vehicle and so entering through the gate without an active vehicle transponder.

**Gate Strike**

- Each offense per Unit = \$50 Fine. A gate strike is defined as a Unit owner's (or their residents or guests) vehicle strike the entry gates.
- The cost to repair any damage to the gate arm may also be charged back to the Unit owner (or their residents or guests).

All collected fines are the property of the LBCHA.

5. If a violator is a guest of a Resident, the Resident will be notified immediately.
6. If the violator is a vendor, contractor, service provider, delivery service, or taxi service (hereinafter "provider") of a unit owner the citation will not be charged to the unit owner.

Lake Barrington Community Homeowners Association Rules and Regulations  
Amendment to Rules – Approved at 5-11-22 Board of Directors Meeting

Instead Public Safety will

- a. Attempt to contact the provider and notify them of the citation.
  - b. Citation will be tracked by license plate number. Public Safety will alert provider of outstanding citation at next entry.
  - c. Provider will be required to pay citation.
  - d. Next offense or next offense and failure to pay citation will result in denial of entry.
7. If the Unit Owner believes no violation has occurred, within twenty-one days of receipt of the citation, the Unit Owner must submit, in writing, a request for hearing concerning the citation.
  8. If citations remain unpaid for a period of 60 days or longer, the transponders associated with the Unit may be deactivated.
  9. If a Resident or guest receives a third or subsequent citation, the violator will be required to appear before the Master Board or its designated body for a hearing to determine what additional action may be called for to address the vehicle moving violations. The date and time of appearance will be determined by the Master Board. If a Resident fails to appear or show cause, the Master Board may take action deemed necessary to ensure conformance with the traffic rules, including, but not limited to, deactivation of the Resident's vehicle transponder, suspension of driving and/or other privileges at LBS, and greatly increased fines. For guests, future access to LBS may be restricted.
  10. Any person stopped for a moving traffic violation who (i) then drives away / flees (ii) refuses to show proper identification after the stop shall incur an additional violation which will be considered a separate offense and will have a ticket issued in addition to the initial violation.

**C. LBCHA PARKING AND PARKING VIOLATIONS**

1. Citations for parking violations shall be issued in areas where parking is prohibited by current rules and regulations. The Management Office will be informed of the citation.
2. Resident and guest parking is permitted on the streets, and other LBCHA areas with the following restrictions:

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- a. Park only on one side of a street, observing all “No Parking This Side” and other restrictive signs, where posted. Never park on both sides of a street so that access of emergency vehicles would be limited or blocked.
  - b. Always park in the direction of traffic flow.
  - c. Do not park on the grass—all wheels must be on the pavement. (Warning tickets only, unless a serious or multiple violations)
3. Overnight parking, 2:00 a.m. to 6:00 a.m., is not permitted on any street, or at the Marina, Ballfield, Miller Lots and Lodge parking lots without prior authorization from the Management **or, if after business hours, Public Safety.**
4. Management may issue temporary permit to Residents for overnight parking at the, Ballfield, Lodge, and Miller lots.
5. Temporary permits must be for one vehicle per unit for no more than 7 consecutive days. Temporary permits are not for use as permanent parking space.
6. A permanent parking space is defined as the space within the garage, driveway in front of garage, or space assigned in writing by the Condominium Association.
7. Permits will be refused if it is deemed by Management, Public Safety, or the Board that temporary permits or vehicle parking at the Marina, Ballfield, Lodge or Miller Lots are being used to replace permanent parking.
8. Leased Parking Space is available at the Miller lot for non-commercial vehicles, please contact management for details.
9. Unit Owners are responsible for parking compliance of their guests or the trades’ people servicing their unit.
10. Guests arriving in recreational vehicles, trucks or cars may park overnight at the LBCHA lot just west of the Miller Gate, if space is available, and if it is approved in advance by the Management Office. This parking is for a temporary period approved in advance and not to exceed 7 days. No one is allowed to live in recreational vehicles while on LBCHA premises or Unit driveways.
11. Recreational and commercial vehicles, trailers, campers, boats, motorcycles and trucks of any kind shall not be parked on streets at any time. The sole exception shall be commercial vehicles

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temporarily parked by trades' people serving residential needs.

Owners of the offending vehicles or boats will be ticketed.

"Recreational vehicles" shall be defined as any vehicle bearing a valid recreational license plate.

12. Any vehicle on the streets, on driveways, or in an LBCHA parking lot which is wrecked, burned, partially dismantled or in a state of disrepair rendering it incapable of being driven in its present condition is subject to being ticketed and must be removed within 7 days. If not removed by the owner, the association will arrange for removal, the cost of which will be charged to the Unit Owner's account.

13. Parking violation fines are as follows:

- Each Offense (each day in violation) — \$25.00 fine
- Handicap parking violation — \$100 fine

All collected fines are the property of the LBCHA.

## **V. LODGE**

The Lodge is a multi-purpose building housing diverse recreational activities as well as the Management Office. Its hours of operation are posted at the Lodge. For recreational activities, weekend is defined as meaning Saturday and Sunday only. Children under the age of 16 must be accompanied by an adult at all times.

Disorderly conduct in any recreational area will not be tolerated. Individuals reported for such behavior and not removing themselves in an orderly manner will be reported to the Lake County Sheriff's Department for appropriate action. No unlawful, immoral, obnoxious or offensive activities shall be carried on in the Lodge or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance, or which shall be, in the judgment of the Board, a cause of unreasonable noise or disturbance to others.

The facilities for recreational activities are available for use by Unit Owners and Residents, as outlined below. Fee schedules are available at the Management Office.

The Unit Owner / Resident shall check with the Management Office for insurance requirements if alcohol is to be served at an event.

Note: Wherever the term "party" is used, it refers to either a party or an event.

**A. Private Party**

A Private Party is defined as a social gathering for a unit owner, a resident, or an organized group for which a Lodge facility reservation is requested. The Unit Owner must make the arrangements for the private party and be in attendance with the guests throughout the party. The Fireside Lounge, Club Room, and Ballroom are available for private parties for a fee.

**B. Chartered Group Party**

A Chartered Group Party is defined as an authorized function for Unit Owners and guests of a Chartered



Group. Groups granted a charter by LBCHA are afforded the use of LBCHA facilities and access to the LBCHA media outlets. A Unit Owner / Chartered Member must make the arrangements for the party and a Unit Owner must be in attendance with the guests throughout the party. The Chartered Group does not have to pay a rental fee for the use of the Fireside Lounge, Club Room, Ballroom or Warming Hut when it is a function of that Chartered Group; however, it will be billed for damages or unplanned cleanup costs.

#### **C. Scheduling of Parties**

All parties, regardless of the type, must be scheduled through the Management Office. For all types of parties (except Chartered Groups), a deposit is required. Please see Management Office for amount. The deposit will be used towards any damages or unplanned cleanup costs.

#### **D. Rental of Fireside Lounge, Club Room and Ballroom**

Rental schedules are maintained at the Management Office and are reviewed periodically. Fees are subject to change without notice. Special arrangements can be made for use of the balcony, but it must be in conjunction with a reservation of the Fireside Lounge and/or the Ballroom. When the entire upper level of The Lodge is used for a party, the lower level will be available for other Unit Owners and their guests to use.

#### **E. Use of Conference Room**

Commissions, Chartered Groups or Boards may reserve these rooms for meetings or programs organized by the Lifestyle Director.

## **F. Smoking**

Smoking is prohibited inside the Lodge, balcony, and pool areas. Tobacco Smoking only is permitted outside in the designated area under the portico. Smoking or consumption of cannabis, marijuana or illegal controlled substances is not permitted in any common area throughout the property.

# **VI. RECREATION ACTIVITIES / SPORTS**

## **A. LODGE**

### **1. Swimming Pools**

The following Rules and Regulations are for the protection and benefit of all to ensure safe and sanitary operation of the pool facilities. Parents are responsible for their children at all times. Children are defined as any person under the age of 16. Parents must instruct their children to observe all Rules and Regulations and to respect and obey instructions from Lifeguards and Authorized Agents. All regulations pertain to the indoor, outdoor and kiddie pool except where noted.

### **2. Admission and General Rules**

The following rules are established to insure compliance with State of Illinois Public Health statutes and guidelines, help protect the pool equipment and water quality, and limit access to current LBS Residents and their invited guests. Please do not ask Lifeguards and or pool attendants to make exceptions as they are instructed to follow LBS policies.

- a. SWIMMING IS AT YOUR OWN RISK.
- b. All Residents are required to leave their own LBS ID Card with the Lifeguard on duty and sign the register for himself/herself, and for any accompanying minors and guests, prior to using pool facilities. Professional sitters, 16 years of age and older, are permitted to accompany no more than four children to the pools.
- c. In accordance with Illinois Department of Public Health Statute, "Persons under the age of 16 must be accompanied by a parent, guardian or other responsible person who is at least 16 years of age."
- d. Lifeguards or an Authorized Agent shall have authority to eject anyone from the pool for rules violations.
- e. All swimmers are encouraged to take a soap shower before entering the pools and after the use of suntan oils and lotions before entering the pools. Anyone having an infectious disease, excessive sunburn, open sore, or bandage shall not enter the pools.
- f. All swimmers shall wear swim suits (no cutoffs or non-swim apparel). Only proper swimwear is permitted. All children who are not toilet-trained shall wear tight-fitting swimming diapers, rubber or plastic pants (in accordance with the Illinois Department of Public Health).
- g. Smoking is prohibited in outdoor and indoor pool areas. Foods, gum, drinks including alcoholic beverages are not permitted in pool areas (outdoor pool—inside fence; indoor pool—inside room). Littering and glass containers are prohibited. Water

in plastic or metal bottles is permitted—users must remove container.

- h. Only personal audio devices using earphones are permitted in the pool areas. No other electrical appliances are allowed.
- i. Sunbathers must use towels to protect furniture from suntan oils and lotions.
- j. Bathing suits and bare feet are permitted only in the pool areas and locker rooms
- k. There is a limit of four guests per unit who may accompany the Unit Owner / Resident host to the pool at any one time. If bringing more than four guests, yearly guest passes must be utilized. Each unit will receive ten passes per calendar year for those occasions. Residents must have their LBS ID cards with them and stay with their guests the entire time. Lifeguards will collect LBS ID cards when they are on duty.

### **3. Pool and Poolside Conduct Rules**

Pool users are expected to behave responsibly and be considerate of others to create a safe and enjoyable environment for all. Lifeguards are instructed to enforce these rules without exception and are authorized to eject and/or call LBS Public Safety or the Lake County Sheriff to remove those not complying with their requests to obey these rules.

- a. No running is permitted on the pool deck.
- b. Diving, doing cannonballs, and running jumps into the pools are strictly prohibited.

- c. No shoulder stands or throwing of children from the shoulders is allowed.
- d. Use of tire tubes, air mattresses, beach balls, and all other flotation devices are prohibited except for noodle-type flotation devices.
- e. Children's personal flotation devices may be used with the supervision of an adult. It is recommended that these flotation devices are U.S. Coast Guard Approved.
- f. Toys (including balls) are permitted in the outdoor pool. Diving toys are permitted at all times. Articles shall not be thrown at or over other swimmers.
- g. Lap lanes are for continuous swimming only by a maximum of two swimmers at a time in each lane. Please limit use to 30 minutes when another swimmer is waiting. The use of kick boards and swimming fins are allowed for swimmers using the lap lanes.
- h. Hanging or sitting on lane lines is prohibited.

#### **4. Indoor Pool Parties for Children**

- a. There is no charge for actual use of the pool. Pool parties are limited to 8 children, under the age of 16, and 2 adults. At least one of the adults must be in swimming attire. If no Lifeguard is on duty, both adults must be in swimming attire.
- b. There is no eating within the indoor pool area.
- c. All children's pool parties require a deposit of \$100 at the time of reservation. The pool parties will not exceed 2 hours in duration. Only 1 pool party is allowed per day.

**5. Locker Rooms**

A limited number of lockers are available for Residents and their guests. They are not to be locked except while using the facility. Users must supply their own locks. Personal belongings and locks left overnight shall be removed by management and unclaimed items will be disposed of after six weeks.

**6. Saunas**

Sauna baths are provided in the men's and women's locker rooms. Persons 16 years of age and older are permitted to use the saunas. It is not advisable to spend more than 10 minutes in the sauna at any one time. Showers are required before entering the pool and after using the sauna. You must wear a bathing suit or towel when using the sauna. Instructions for the use of the sauna are posted by each door.

**7. Whirlpool**

Only individuals 16 years of age and older are permitted to use or be around the whirlpool. Instructions for the use of the whirlpool are posted nearby.

**8. Fitness Center**

- a. The use of the fitness center equipment is at the user's own risk.
- b. Only persons 16 years of age or older are

permitted in the fitness center.

- c. The fitness center room equipment includes strength, circuit, free weights and cardio equipment available to the Residents. Athletic shoes must be worn. No open toe shoes are permitted in the exercise room.
- d. CAUTION! One should always check with one's doctor before using exercise equipment or before beginning an exercise program.

## **9. Game Room**

Billiards Table and Darts have been provided for the use of Residents and their guests. Keys to the billiard equipment are available at the Management Office. Residents must leave their LBS ID cards at the Management Office to obtain the keys. Limit time of play to one hour if others are waiting. Return all equipment to the locked cabinet or Management Office.

## **10. Guests**

Guests must be accompanied by their Unit Owner /Resident host or hostess at all times.

## **B. OUTDOOR AREAS**

- 1. **Marina** - All laws of the State of Illinois which pertain to boating and fishing will be enforced. Boats, except for rowboats and kayaks, are available for use when the Marina is open and weather permits. Marina and

Beach users must abide by all posted signs and notices.

**a. Boating Rules**

1. Only Residents and guests 16 years of age and older shall be permitted to use any watercraft without adult supervision.
2. Only watercraft owned by the LBCHA is permitted on the lake. A valid LBS ID must be presented to the Authorized Agent every time a watercraft is checked out.
3. Lifeguards are periodically on duty at the beach and Marina. Residents assume responsibility for any accompanying guest or minor 16 years or younger when using any watercraft. An adult Resident 18 yrs or older must be on the beach or Marina while guests are using boats or swimming.
4. Rowboats and kayaks are available to Residents starting at sunrise. Keys are available at the Main Gate from sunrise until the Marina opens; after that, they are available from the Marina. All watercraft must be returned to the Marina no later than sunset.
5. As a courtesy to fellow Residents, row boats and kayaks must be used within one hour of check-out from the main gate and the key returned within one hour after use.
6. There is a two-hour limit for using all boats with the exception of row boats.
7. Sailboats and paddleboards must remain in view of the Marina.
8. Watercraft shall not be landed or tied up other than



at the Marina. Users of watercraft are responsible for returning watercraft in the same condition as when initially used and to the correct slip, tying the watercraft securely, locking it up and returning oars, keys and life jackets to the location where they were picked up and trash removed from watercraft.

9. Each person in the watercraft will be provided with a U.S. Coast Guard approved life vest. It is recommended that life vests be properly worn at all times on watercraft and in compliance with State law.
10. Sailboat users must rig and unrig sailboats on the beach before and after use.
11. Only electric motors, paddles or oars shall be used on watercraft.
12. Alcoholic beverages are not permitted in any watercraft except on the pontoon boat.
13. Intentional tipping, ramming or other misuse of watercraft is not permitted.
14. Authorized Agents of LBCHA have the authority to enforce rules as established by the Master Board. When, in the judgment of the Authorized Agents, an individual(s) is a hazard to themselves or others due to unacceptable behavior, the Authorized Agent shall refuse to allow such individual(s) to check out any watercraft or be a passenger on the pontoon boat.
15. Swimming from watercraft is not permitted.
16. Safety rules require that a maximum of two (2) people are allowed in a sailboat.
17. The pontoon boat shall only be operated by Authorized Agents of LBCHA. The pontoon boat is

available to Residents and their accompanying guests for regularly scheduled rides. Residents may also rent the pontoon boat for one hour at a time, with a maximum of two hours. Hourly fees and schedules are available at the Management Office. Refunds will not be made for cancellations, unless the reservation is cancelled by the Management Office.

18. Red Cross guidelines, Lake County Public Health, and IL Department of Public Health rules apply.

#### **b. Beach Rules**

1. SWIMMING IS AT YOUR OWN RISK.
2. Swimming in the lake is limited to the designated areas of the beach.
3. Children under 16 years of age are to be accompanied by a Resident or babysitter 16 years of age or older.
4. Each swimmer assumes responsibility for himself/herself and for any accompanying minor.
5. Jumping or diving from the Marina building or docks is not permitted.
6. Trespassing, fishing, jumping or diving from the Marina concrete barrier is prohibited.
7. Personal belongings cannot be stored at the Marina, except in Marina lockers.
8. Authorized Agents of LBCHA have the authority to remove anyone from the beach and Marina for rule violations or inappropriate behavior.

9. Pets are not allowed at the Marina, Beach or other recreational areas.
10. Private beach parties for groups of 10 or more require a reservation, with a maximum number of 35 people. Only one (1) beach party per day is allowed. Beach parties may use a maximum of one grill and half of the tables. The Resident sponsoring the party must be present at all times and is responsible for cleanup afterwards.
11. Music must cease by 9:00pm.
12. The following are prohibited: smoking, littering, using glass containers, and fishing on the beach. Bonfires are only allowed during events sponsored by LBCHA.

**c. Fishing Rules**

1. All laws of the State of Illinois pertain to anyone fishing in the LBS Community. Individuals 16 years of age and older need a State of Illinois fishing license. Anglers under 16 years of age and persons declared legally disabled or blind may fish without a license.
2. All game fish (bass, walleye and northern pike) are to be released regardless of size. Pan fish (crappie, perch, blue gill) do not apply to this rule. There are no creel or length limits on pan fish.
3. The use of minnows and/or leeches as bait is not permitted.
4. Fishing gear is limited to two hand-held fishing

rods at one time per person.

5. Ice fishing is not permitted anywhere in LBS.

**d. Marina Rooftop Rules**

1. Only LBCHA, Condo Associations, Chartered Groups, or Commissions may host events on the Marina rooftop. The Marina is not available for private Resident parties.
2. Music must cease by 9:00 pm.
3. Smoking is prohibited on the Marina rooftop and other recreational areas.

**e. Lake, Ponds and Natural Areas**

1. Swimming, fishing or boating is not permitted in any pond, with the exception of Hidden Lake where fishing is permitted.
2. Ice skating is not permitted anywhere on the lake and ponds.
3. Natural marsh areas can be dangerous and should be avoided.
4. Residents are not to litter the lake, ponds and natural areas. Please pick up any litter.

**2. Tennis Courts**

Tennis courts are open daily from dawn to dusk, during the tennis season. In the absence of a court reservation system, please follow the procedures

below:

- a. When others are waiting to play, limit playing time to one hour for both doubles and singles.
- b. Guests must be accompanied by their Resident / Unit Owner Host at all times.
- c. Food and drinks, except for water, shall not be consumed on the courts.
- d. The tennis courts shall not be used for any activity other than tennis with the exception of those courts designated for pickle ball.
- e. Proper tennis attire is required. Proper footwear is required.

### **3. Platform Tennis Courts**

The platform tennis courts are for use by Unit Owners / Residents and their guests. Courts are used on a first come - first served basis with the exception of the days/times designated and published by the Platform Tennis Chartered Group for member play.

- a. Guests must be accompanied by their Resident / Unit Owner Host at all times.
- b. Only official Platform Tennis equipment is permitted on the courts.
- c. Snow will be shoveled off courts by players using the courts.
- d. Use heaters to melt the remaining snow only after shoveling the snow and ice. Heaters shall not be used to provide warmth.
- e. Only use lights intended for your court. Turn off lights when not in use.

#### **4. Softball Field, Basketball, Bocce Ball, Pickle Ball and Volleyball Courts**

These facilities are provided for use by the Unit Owners /Residents and their guests and are open from dawn to dusk. After using the facilities, the users must clean up all debris.

- a. Guests must be accompanied by their Resident / Unit Owner Host at all times.
- b. Keys for bocce ball and pickle ball supplies are available at the LBS Management Office.
- c. An LBS ID shall be shown to management to check out keys. Keys shall be returned to the Management Office after play.
- d. Play is limited to 1 hour while others are waiting for courts.
- e. Organized league play may only occur through a charter.

#### **5. Warming Hut**

The Warming Hut is a multifunctional facility for the recreational use by Unit Owners/Residents and their guests. The Warming Hut has appliances, supplies and utensils for limited food service activities.

- a. All rules and regulations applying to the Lodge also apply to the Warming Hut.
- b. An LBS ID card is required to gain entry to the

Warming Hut.

- c. The Warming Hut may only be reserved by Chartered Groups, Commissions or Condo Boards for meetings, programs or scheduled play, on a first come-first serve basis.

## **6. Outdoor Recreational Facilities**

- a. The outdoor recreation facilities are for Residents / Unit Owners and their guests only.
- b. Guests shall be accompanied by their Resident/Unit Owner Host. These facilities are not available for sponsored groups and cannot be reserved.
- c. Cooking at the beach is only permitted on grills provided.
- d. Parking is permitted in designated areas. No overnight parking is permitted in outdoor recreational areas.
- e. Overnight camping is not permitted.
- f. Any activity considered to be dangerous or damaging to the facilities, grounds or surrounding units and their occupants is prohibited.

## **7. Forest Preserve**

The following are prohibited: picking or transplanting flowers, campfires, motorized vehicles, camping, hunting or trapping of any animals, removal of rocks, wood or logs, building of tree houses, play houses, caves or other construction.

## **8. Walking Path**

A walking path circles the lake and passes through the Forest Preserve. Motorized vehicles are prohibited except for any electrical vehicle used to assist the disabled. Walking on this path is at the individual's risk.

## **9. Ponds**

Certain ponds have direct water flow to the lake; therefore, only liquid fertilizer shall be used on turf grass, landscape beds, or naturalized areas within 50 feet of those ponds.

The pond buffer strips shall be defined as an area 10 feet from the shoreline.

# **VII. MAINTENANCE OF UNITS**

## **A. SEWER/DRAIN BACK-UPS AND WATER LEAKS**

1. If experiencing a plumbing back-up or a clogged sink and/or toilet that cannot be cleared by a Resident, the Resident should immediately call the Management Office or Public Safety. If this occurs during office hours for the Lodge, call 847-382-1660 and the person in the office will contact Public Works for you. If the plumbing back-up happens when the Lodge is closed, call Public Safety at 381-6515 and they will contact Public Works. The LBS maintenance person on call will either come to your unit or contact a pre-qualified plumbing contractor to come out and remedy the situation.
2. If experiencing a water leak, the Resident should attempt to immediately turn off the water supply. If



the water leak can be attributed to any item the resident is responsible for, the Resident should proceed to call their own plumber to correct the problem and all costs shall be the responsibility of the Resident. If the water leak cannot be attributed to any item the Resident is responsible for or the Resident is uncertain, the Resident should contact the Management Office and open a work order request. If the water supply cannot be stopped and immediate assistance is needed to turn off the source of the water leak, the Resident should contact the Management Office, or Public Safety if after hours. The LBS maintenance person on call will be contacted. If such water shut-off is not an emergency, the Resident shall provide at least 24 hours advance notice to the Management Office of the need to have Public Works shut off the water supply.

3. During normal business hours, a Resident should contact the Management Office at 847-382-1660 and provide their name, address, brief description of the issue and advise if same day service is required. If after normal business hours, when the Lodge is closed, a Resident should contact Public Safety at 847-381-6515 and provide their name, address, brief description of the issue and indicate that immediate attention is required. IF YOU CALL A PLUMBER DIRECTLY, ANY COST WILL BE YOUR RESPONSIBILITY.
4. If the back-up is reported on the plumbing contractor's invoice as being caused by a Resident, the cost of the service call will be paid by LBCHA and charged back to the individual Condominium

Association. Likewise, in the case of a water leak outside the main supply shut-off valve servicing the Unit, the cost of the repair will be paid by LBCHA and charged back to the individual Condominium Association. Any bill back to the Unit Owner by the Condominium Association will be determined in accordance with that individual Condominium Association's policy.

## **B. SUMP PUMPS**

Sump pumps are installed to discharge water from lower levels onto the ground outside the building to prevent or reduce damage to property within the building. Discharges from water softeners, appliances and other equipment are to be connected to the sanitary sewer system and not to the sump pump pit. It is always advisable to have a battery-operated back-up to a sump pump.

All sump pumps are considered Common Elements. Residents who have sump pumps within their Units must ensure the sump pump is always accessible to Public Works and in working order. If there is any question as to the condition of the sump pump, a Resident shall contact the Management Office and open a work order request for an inspection by Public Works.

LBCHA shall be responsible for replacing common sump pumps that are unmodified as originally installed.

Additionally, where the Resident has modified the original installation, plumbing or access to the sump pit, LBCHA shall provide and install the common sump pump only and shall

assume no liability or financial responsibility for Unit Owner/Resident modifications. In the event a Resident has made any modification, or contracted with their own plumber to replace a common sump pump without supervision by Public Works, LBCHA will reimburse the Resident or Unit Owner the equivalent amount LBCHA would have paid for the cost of the unmodified sump pump only had it been afforded the opportunity to handle the work. Reimbursement will be approved only after Public Works has completed an inspection of the installed pump and verified that it meets the same standards of pumps currently installed by LBCHA. The reimbursement amount will not exceed the then current price of the standard sump pump used by LBCHA and will not include reimbursement for any labor costs. To the extent allowed by law, LBCHA will not be responsible for any damage as a result of the sump pump failure.

The addition of a battery back-up sump pump is not necessarily considered a modification, but is not serviced by Public Works. Repair and/or replacement service and costs for the battery back-up sump pump will be the responsibility of the Unit Owner.

### **C. OUTDOOR WATER SILL COCKS**

Before the first frost, all Unit Owners must disconnect their hoses, and, if possible, open the outside faucet and turn off the internal feed valve to all external sill cocks. All Units should have frost-proof sill cocks with an anti-siphon device. This device (or vacuum breaker) is required by the Village of Lake Barrington building codes and by LBCHA.

Repair or replacement of existing sill cocks should be requested by submitting a work order by either calling the Management Office 847-382-1660 or via the Lake Barrington Shores website at [www.lakebarringtonshores.org](http://www.lakebarringtonshores.org).

Access to sill cocks which are located both inside or outside of a Unit must be provided by the Unit Owner, and any cost associated with such access shall be the Unit Owner's responsibility. For accessible sill cocks, a Public Works representative will inspect and, if possible, repair the sill cock. If necessary, an approved contractor will be used to perform the service and the costs for the service will be paid by LBCHA. If a Resident chooses to contact their own vendor for repair or replacement of any sill cock, the cost of such service shall be the responsibility of the Resident.

#### **D. INDOOR MAIN SHUT OFF**

All Units shall have fully functional ball valves for the main valve. Any Unit still having the original gate valves should have them inspected and replaced with new ball valves. The responsibility for repair or replacement is that of the Unit Owner and should be contracted and paid for by the Resident. The repair or replacement service must be coordinated with the Management Office by opening a work order request with at least 24-hours prior notice to ensure that the main supply at the building ("B-Box") is shut off by Public Works prior to any service.

## **VIII. ANIMAL CONTROL**

### **A. FEEDING WILDLIFE**

1. Feeding of all waterfowl and other wildlife (deer, squirrels, rabbits, etc.) is strictly prohibited with the

exception of feeders for birds.

## **B. ANIMAL RESTRICTIONS**

1. All dogs and cats must have a valid registration with Lake County. All dogs and cats must be registered with the Management Office. Unit Owners bringing an animal into the LBS Community must register it within 15 days of ownership.
2. At all times animals shall be kept under control on a leash and are not allowed to run free or be a nuisance to other Residents.
3. Animal owners have the responsibility for picking up immediately after their animal in all areas and in all seasons.
4. Animals are not allowed to be tied up or left unattended outdoors.
5. Animals are not permitted in recreation facilities including, but not limited to, the Lodge, pool areas, sport courts, playground, Marina and beach area with the exception of assistance animals.
6. It is prohibited to keep or maintain any animal which habitually barks or cries so as to disturb the public peace.
7. If a Resident's animal shows aggressive behavior toward another Resident and/or their animal, LBCHA may require the aggressive animal to be muzzled when outdoors. LBCHA reserves the right to request removal from the community of any animal that continues to exhibit aggressive behavior.
8. A Unit Owner is responsible for the actions of animals of anyone residing in or visiting his/her unit. The costs of repairing any damage caused by an animal to the common elements shall be charged to

the Unit Owner responsible and may be subject to fines.

9. Please consult Condominium Rules & Regulations for other restrictions.

## **IX. LANDSCAPING/LAKE AND PONDS**

### **A. RESPONSIBILITY FOR LANDSCAPED AREAS**

Maintenance of and improvements to landscaped Common Areas is the responsibility of the LBCHA Landscape Manager and carried out by landscape contractors under maintenance contracts approved by the LBCHA Board of Directors.

Residents shall not give instructions to any landscape maintenance Employees.

Maintenance of landscaped areas in private courtyards is the responsibility of the Unit Owner.

### **B. CHANGES TO LANDSCAPED AREAS**

All landscaped areas and grounds throughout Lake Barrington Shores are Common Area property and not the property of any Unit Owner. Landscape alterations are defined as any changes to any Common Area landscape including:

- Planting or removal of live plants (turf, groundcovers, perennials, shrubs or trees)
- Enlarging existing planting beds or creating a new planting bed
- Changes in topography or drainage

- Pruning of, removal of, or vandalism to any shrub or tree.

Unit Owners must obtain prior written approval before making any alterations to Common Area landscape. Unit Owners will be held accountable if landscape alterations are made by themselves, their tenants or contractors without prior permission, and any or all of the following remedies may be imposed:

- Restore Common Area to its prior condition at Unit Owner Expense
- Additional fines

### **C. TREES AND NATURAL AREAS**

Detailed and technical rules regarding trees and natural areas have been adopted by LBCHA which reflect the community's commitment both to the preservation of these invaluable resources and compliance with state and local ordinances.

No alterations by a Unit Owner or Resident (or by persons operating under the direction of the Unit Owner) to trees or natural areas are permitted without prior written consent from the Landscape Manager. Replacement costs and fines will be assessed to Unit Owners who make unauthorized alterations to trees and/or natural areas.

These costs and fines are significant and much higher than those for other unauthorized alterations to landscape.

**D. PERMITTED ALTERATIONS TO LANDSCAPED AREAS**

When a Unit Owner wishes to effect any Common Area landscape alterations, a Landscape Variance Application (LVA) must be completed. Forms can be obtained on the LBS website or from the Management Office; the form includes instructions for completion.

The installation cost of landscape alterations approved under a Landscape Variance Application is the responsibility of the Unit Owner. The Unit Owner also agrees to assume responsibility during the first two years after installation for maintenance of the altered landscape, including providing sufficient water.

A Landscape Variance Application does not need to be approved for the planting of annual flowers in existing planting beds (annual flowers are those which live for only one growing season).

Unit Owners who wish to refresh perennial plantings in an existing planting bed by adding, transplanting, or dividing perennial plants when the intent is to maintain the appearance of an existing planting bed may do so after consulting with and obtaining the consent of the Landscape Representative for their Condominium Association without submitting a Landscape Variance Application. Significant renovations of perennial plantings within existing planting beds are alterations which do require an approved Landscape Variance Application.



## **E. LANDSCAPING IN PRIVATE COURTYARDS**

Landscaped areas located within the private courtyard adjacent to a unit are defined as Limited Common Area. Unit Owners may alter plant material in these courtyards without obtaining prior permission, although Unit Owners are encouraged to seek the advice of the LBCHA Landscape Manager to ensure that plantings are suitable with respect to climate conditions and size.

Modifications to or installation of decks, patios, sidewalks and other hardscape improvements require Unit Owners to obtain prior permission by means of a Landscape Variance Application or an Application for Architectural Review. A building permit from the Village of Lake Barrington may also be required for such projects.

All contractors working in LBS must be bonded and insured, and licensed with the Village of Lake Barrington.

## **X. ARCHITECTURE**

### **A. CHANGES AND DAMAGE TO BUILDINGS EXTERIORS AND ELEMENTS**

Unit Owners own the interior of their units and attached garages from the wall and ceiling paint in and from the floor finish in, but everything else in the building in which the unit is located is common property controlled by the individual Condo Association. Unit exterior and structural elements are the common property of the individual Condo Association, including the roof, siding and trim.

Any changes, however minor or temporary, to the exterior of the building must be pre-approved by the individual condo

board. These include, but are not limited to:

- Installation of fans, dryer and soffit vents.
- Removal of or addition to any part of the siding or trim.
- Piercing of the roof or chimney.
- Changing the color of siding or trim in any area.
- Drilling through siding or foundation wall.
- Attachment of any appurtenance that protrudes off a deck, balcony or side of the buildings into the common areas.

Unit Owners / Residents will be held accountable for any changes or damage to the Condo Association's common property and will be required to restore it to its original condition at their own expense.

## **B. PROJECTS REQUIRING LBS ARCHITECTURAL APPLICATION PROCESS**

Changes to or installation of any of the following projects requires an LBS Application for Architectural Review to be completed in full, with required documents attached. This must be submitted first to the Management Office for review and then to the individual condo board for final approval. Specific LBS requirements for each project are included in the relevant application packets, available in the Management Office or online at [lakebarringtonshores.org](http://lakebarringtonshores.org).

- Antennas
- Awnings
- Decks, Patios and Balconies (Patio improvements also require Landscape Approval)

- All Exterior Doors:
  - Front Entry Doors
  - Patio Doors
  - Storm and Screen Doors
  - Garage Overhead Doors
  - Garage Service Doors
- Fences, Privacy Walls and Gates
- Hot Tubs
- Lighting Fixtures and Power Receptacles
- Radon Mitigation Equipment
- Satellite Dishes
- Security Cameras
- Skylights
- Solar Panels
- Windows

Each individual Condo Association has a list of approved stain colors and/or design requirements for front entry doors. Unit Owners should consult their Community Manager in the Management Office or their individual condominium Architectural Commission representative for information. *(Community managers keep these requirements on file; Unit Owners are instructed to consult them for details. Not all condos mandate specific colors).*

All contractors working in LBS performing structural, electrical or plumbing related activities must be bonded, insured and licensed with the Village of Lake Barrington.

### **C. DECKS, BALCONIES, WINDOWS AND PATIO DOORS**

Unit Owners are responsible for the maintenance, repair and

replacement of limited common elements attached to their units, including decks, patios, balconies, windows and patio doors. Damage caused by lack of maintenance to all condo association property will be paid for by the Unit Owner.

Before any work begins, a completed Application for Architectural Review must be submitted to the Management Office, including required attachments, and following the instructions for the specific project requirements being planned. Final written approval from the individual condo board is required to proceed. Except for minor repairs, a building permit from the Village of Lake Barrington is also required before work can begin. Failure to secure a required building permit will result in being fined by the Village.

A deck, patio or balcony expansion application cannot be completed until the lease or license request has been approved by individual condominium board and the fee paid.

## **XI. ENFORCEMENT PROCEDURE**

While we encourage neighbors to attempt to resolve their differences amicably between themselves, if a Unit Owner wishes to file a complaint concerning a violation of these Rules and Regulations, the following procedures shall be followed. The person filing a complaint must be willing to be identified as the complainant and to cooperate with the Lake Barrington Community Homeowners Association (LBCHA)

Board in processing the complaint.

## **A. COMPLAINTS**

Any complaint which alleges a violation of the LBCHA Instruments and/or Rules and Regulations shall be made in writing using the VIOLATION COMPLAINT – WITNESS STATEMENT FORM, obtained from and submitted to, the Management Office at 64 Old Barn Road, Lake Barrington, IL 60010.

Please note that if your complaint involves a violation of the Instruments or Rules and Regulations of an individual Condominium Association; not LBCHA, the complaint will be directed to the applicable Condominium Board where the alleged violation took place.

The complaint shall set forth:

1. The name, address and phone number of the complaining witness.
2. The alleged violator Unit Owner's and/or Resident's name; address of the Unit where the subject of the complaint resides.
3. The specific details or description of the violation, including the date, time and location where the violation occurred.
4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings or hearings which may be necessary.
5. The signature of the complaining witness and the date on which the complaint is made.

**B. NOTIFICATION**

When a complaint is filed pursuant to the above, the Unit Owner shall be notified of the alleged violation by the LBCHA Board or its duly Authorized Agents. If the complaint is based on conduct of the Unit Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by LBCHA.

**C. HEARINGS**

If any Unit Owner, Resident, or Guest of Unit Owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the Unit Owner shall proceed as follows:

1. Within twenty-one days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, that Unit Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for Hearing form.
2. If a request for a hearing is filed within twenty-one days, a hearing on the complaint shall be held before the LBCHA Board, meeting as a Panel of Inquiry, at their next regularly scheduled meeting.
3. The LBCHA Board Panel of Inquiry shall not include any Unit Owner presenting evidence in the hearing.
4. At any such hearing, the LBCHA Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any

witnesses on his/her behalf. The LBCHA and Unit Owner's attorneys may be present and participate in the hearing. The hearing need not be conducted in conformity with judicial rules of procedure or evidence. A record shall be kept which identifies all persons participating in the hearing. Upon request of the Unit Owner, one continuance will be granted for good cause shown. The LBCHA Board may also reschedule the hearing to accommodate the scheduling needs of its Members.

5. Following a hearing and due consideration, the LBCHA Board shall issue its determination in writing regarding the alleged violation. The decision shall be final and binding on the Unit Owner and LBCHA.
6. If no request for a hearing is filed within twenty-one days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed by the LBCHA Board. The alleged violator shall be notified in writing of the determination in the same manner as if a hearing had been conducted by the LBCHA Board.
7. Complainants may reference the LBCHA Board minutes for the outcome of violation complaints.

#### **D. ACTIONS TO BE TAKEN**

If a Unit Owner or the Owner's Resident or guest is found liable for a violation of any of the provisions of the LBCHA Instruments and/or Rules and Regulations, the following shall occur:

1. If found to be guilty of a first violation of a given provision of the LBCHA Instruments and/or Rules and Regulations, the Unit Owner shall be notified of the finding by the LBCHA Board or its duly Authorized Agents that a first violation has occurred. The first violation, at the discretion of the LBCHA Board, may be considered a warning.
2. If found to be guilty of a second or continuing violation of the same provision of the LBCHA Instruments and/or Rules and Regulations, the Unit Owner shall be notified of the finding by the LBCHA Board or its duly Authorized Agents. The Unit Owner may be assessed a fine.
3. If found to be guilty of any violation, including a first violation, the notice of determination shall require the Unit Owner to pay for any damage or any unauthorized condition on the Property for which the Unit Owner and/or Resident or Guest has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the LBCHA Board, and/or to pay any legal expenses and costs incurred as a result of the violation or rule enforcement. Any damage to the Common Property or Common Elements which has been repaired by the Unit Owner must be inspected by the LBCHA Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Unit Owner.
4. Where a fine is imposed, unless expressly provided or otherwise stated in another Section of these Rules and Regulations or the Lake Barrington Community



Homeowners Association Landscape Policies, it shall be in the following amounts:

1. Warning notice, no fine.
  2. First violation notice, \$25.
  3. Second violation notice, \$50.
  4. Third violation notice, \$100.
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5. The LBCHA board may impose a daily fine for violations of a continuing nature.
  6. Violations Creating a Hazard to the Health, Safety and Welfare of the Owners and Residents: The LBCHA Board may impose fines not to exceed \$300.00 for each violation.
  7. Vandalism and/or Intentional/Reckless Destruction of Common Areas: \$200.00 plus repair costs.
  8. Unauthorized changes to buildings and grounds \$300: The LBCHA Board may also require that the area of change be returned to its original condition.

#### **E. COLLECTION OF CHARGE**

Payment of all fines and charges are the responsibility of the Unit Owner. Any Unit Owner assessed hereunder shall pay any charges imposed within thirty days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to fines and cost of all legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

## **F. DELIVERY OF NOTICES**

Time is of the essence for this policy. Notices are deemed served either:

1. At the time of delivery if a personal delivery;
2. Or on the second business day after deposit in the United States Mail, provided that the notice has been sent by regular first class or certified mail to the Unit Owner at the Unit address (or to such other address if applicable). For Units held in trust, the notices shall be sent either to the address of the trustee or to such address as has been provided to LBCHA by the trustee or the beneficial owner of the trust.

## **G. OTHER ACTIONS**

The remedies hereunder are not exclusive and the LBCHA Board may take any action provided at law, in equity, or in the LBCHA Instruments to punish, prevent or eliminate violations of these Rules and Regulations.