Amended
Declaration of Conditions, Covenants, Restrictions and Easements

and

Restated Articles of Incorporation

and

By-Laws
of The Lake Park Homes Association, Inc.

and

Rules and Regulations
of The Lake Park Homes Association, Inc.

Compiled with the help of:
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3529 West Vliet Street
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April, 1979

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Reprinted February, 1996

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK HOMES

THIS AMENDMENT TO THE DECLARATION of the conditions, covenants, restrictions and easements regarding LAKE PARK HOMES, which original declaration was dated and acknowledged July 19,1971, and recorded July 29, 1971, in the office of the Register of Deeds of Washington County, Wisconsin, at 10:32 A.M. in Volume 501 of Records, pages 587 through 643 inclusive, as Document No.323649, by Germantown Development Company, Inc., a Wisconsin corporation, hereinafter called the developer, and as subsequently amended thereafter by amendments appearing of record,

WITNESSETH:

WHEREAS the provisions entitled "Amended By-Laws of The Lake Park Homes Association, Inc." as fully set forth and made a part of this Declaration, are herewith recorded as such and the same shall forthwith constitute the By-Laws under which Lake Park Homes Association is governed, and

WHEREAS, should subject "Amended By-Laws of The Lake Park Homes Association, Inc." as set forth to comply with the Condominium Ownership Act - Chapter 407, Laws of 1977, conflict in any way with the provisions of the "Declaration of Conditions, Covenants, Restrictions and Easements Regarding Lake Park Homes' and any amendments thereto, these By-Laws shall control,

NOW, THEREFORE, the Lake Park Homes Association, Inc. does herewith place on record the above referenced "Amended By-Laws of The Lake Park Homes Association, Inc.," and designates it as the primary and controlling document wherein any conflicts should appear as between said Amended By-Laws and to previous By-Laws and the "Declaration of Conditions, Covenants, Restrictions and Easements Regarding Lake Park Homes" and any amendment thereto.

Restated Articles of Incorporation
of
The Lake Park Homes Association, Inc.

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RESTATED ARTICLES OF INCORPORATION OF THE LAKE PARK HOMES ASSOCIATION, INC.

ARTICLE I

The name of the corporation is THE LAKE PARK HOMES ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association shall be the place designated on the current Certificate of Registered Agent, and the mailing address of the Association is P.O. Box 255.

ARTICLE III

The Registered Agent of the Association shall be the person designated on the current Certificate of Registered Agent.

ARTICLE IV

These Restated Articles of Incorporation hereby supersede and take the place of the heretofore existing Articles of Incorporation and any amendments thereto.

ARTICLE V
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property known and platted as Lake Park Homes East, and to promote the health, safety and welfare of the residents within the described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the certain Amended Declaration of Covenants, Conditions and Restrictions hereinafter called the "Declaration", and applicable to the property and recorded or to be recorded in the Office of Register of Deeds of Washington County, Wisconsin, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d) borrow money with the assent of two-thirds (2/3) of a quorum of voting members present at a meeting called for that purpose and/or to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership entitled to vote agreeing to such dedication, sale or transfer;

f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire membership entitled to vote;

g) assign particular portions of storage areas which shall include parking within the Common Areas for exclusive use by Owners of particular Units;

h) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Wisconsin Non-stock Corporation Law by law may now or hereafter have or exercise.

ARTICLE VI
Membership

A. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to an may not be separated from ownership of any Unit which is subject to assessment by the Association.

B. Members shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no

split vote. Prior to the time of any meeting at which a vote is to be taken each Unit having co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded.

ARTICLE VII
Board of Directors

The affairs of the Association shall be managed by a Board of Directors, who must be members of the Association. The number of Directors and the terms of each shall be fixed by the By-Laws of the Association.

ARTICLE VIII
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members eligible to vote. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
Duration

The corporation shall exist perpetually.

ARTICLE X
Amendments

Amendment of these Articles shall require the assent of a simple majority of the total membership eligible to vote, of the Association to be made at the annual meeting or any special meeting called for that purpose.

Amended By-Laws
Of
The Lake Park Homes Association, Inc.

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Amended By-Laws
of
The Lake Park Homes Association, Inc.

ARTICLE I
Form of Administration

Section 1. Name and Purpose

Pursuant to the Articles of Incorporation of the Lake Park Homes Association, Inc. (hereinafter the "Association") and the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Lake Park Homes and amendments thereto recorded in the Office of the Register of Deeds for Washington County, Wisconsin (hereinafter called the "Declaration"), The Lake Park Homes Association, Inc. is duly organized and existing under the Laws of the State of Wisconsin as a Without Stock and Not for Profit Corporation formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in Chapter 703 of the Wisconsin Statutes known as the Condominium Ownership Act and subject to the terms and conditions of the Declaration, By-Laws and Rules and Regulations of The Lake Park Homes Association, Inc.

These By-Laws shall be deemed covenants running with the land and shall be binding on unit owners, their heirs, administrators, executors, successors, and assigns.

Section 2. Voting Matters

Each owner of each unit shall have one (1) vote. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If the owners of a unit cannot agree on how to vote, such unit shall lose its vote for the particular item voted upon. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by the owner thereof at any time. There shall be no cumulative voting.

The members of the Association shall consist of the unit owners who have record title in their names.

Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance. If only one of multiple owners of a unit is present at a meeting of the Association, the owner is entitled to cast the vote allocated to that unit. Proxies must be filed with the Secretary before the appointment time of each meeting.

"Majority of Owners" shall mean those owners holding more than one-half (1/2) of the votes. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of owners as defined above shall constitute a quorum.

Article II

Meeting of Members

Section 1. Annual Meeting

Annual meetings of the Association shall be held on the second Tuesday of April of each year.

Section 2. Special Meetings

Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all votes. Special meetings may be called at any time for any reason after proper notice is given to the members of the Association. Said special meeting may be called twice per year per specific purpose.

Section 3. Notice

No regular or special meeting of the Association members may be held except on at least ten (10) days written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

Article III

Mailing Address of Association

The mailing address of the Lake Park Homes Association, Inc. is P.O. Box 255, Germantown, Wisconsin 53022

Article IV

Election, Make-Up, and Term of Board of Directors

The condominium, property, the business, and all of the affairs of the Association shall be managed by a Board of Directors which shall consist of seven (7) members. The term of office of the two directors receiving the largest number of votes at the annual meeting of members shall be three (3) years, the two directors receiving the next highest number of votes shall be two (2) years, and the remaining three directors shall have a term of one (1) year. At the expiration of said terms of office of each respective Director, his successor shall be elected to serve a term of like duration.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association at a meeting of members or special meeting of members called for that purpose. In the event of death, resignation or removal of a director, his successor shall be selected by a vote of a majority of the Association members attending a special meeting called for that purpose and shall serve the unexpired term of his predecessor. No director shall receive compensation for any service rendered the Association in his capacity of Director, but reimbursement may be given for actual expenses incurred in the performance of his duties. Action can be taken by directors without a formal

meeting only if written approval of a majority of the Board is obtained for subject action. Nomination for election to the Board of Directors shall be made by submitting a letter of interest at least five (5) days prior to election meeting, or someone present at said meeting may be nominated or nominate himself prior to subject election. Election to the Board of Directors shall be by written ballot. The persons receiving the largest number of votes shall be elected. Parties absent from an election meeting may be nominated by themselves or another, but confirmation that said parties are willing to run must be obtained prior to actual voting; otherwise said parties shall be disqualified from running and their names withdrawn.

Article V
Meetings

Regular meetings of the Board of Directors shall be held monthly on the second Tuesday of the month. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a holiday. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three directors, after not less than two (2) days' notice unless an emergency exists, whereupon only one day or less notice is required. An emergency is defined as a situation wherein if not promptly alleviated great damage would be done to the detriment of the Association. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting or special meeting at which a quorum is present shall be regarded as the act of the Board. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

Article VI
Powers and Duties of the Board of Directors

The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of these By-Laws, the Articles of Incorporation, and the Declaration and more particularly the powers and duties of the Board of Directors are hereinafter set forth:

A. Powers. The Board of Directors shall have the power to:

(1) adopt and publish rules and regulations governing the use of the Common area, Limited Common area, parking areas, the facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(2) suspend the voting rights, right to use of the recreational facilities and/or right to have the grass cut and/or snow removed on the common areas directly adjacent to the property of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published Rules and Regulations;

(3) exercise for the Association all powers, duties and authority vested in or delegated to Lake Park Homes Association, Inc. and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(4) declare the office of a member of the board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the board of Directors without reasonable cause and without prior notice;

(5) the Board of Directors may require that some or all officers of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on any such bonds shall be paid by the Association;

(6) contract with an individual, independent contractor or other part as deemed necessary to carry out the affairs of the Association;

(a) said contracts must be in writing and signed and approved by a majority of the Board of Directors after presentation of same at a regular or special meeting of the Board of Directors.

(b) should an emergency repair and/or snow or ice removal situation arise and immediate action be deemed necessary, any Board member may agree to said emergency repair and/or snow or ice removal work as long as cost of said work will not exceed $300.00 with the written concurrence of the President, and should he be unavailable, with the written concurrence of any other Board member.

B. Duties. It shall be the duty of the Board of Directors to:

(1) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(2) cause the Common Area to be maintained subject to the funds available for that purpose and the other items for which funds may be reasonably expected to be expended;

(3) as more fully provided in the Declaration to:

(a) fix the amount of the annual assessment against each and every unit owner at least thirty (30) days in advance of each annual assessment period, such assessment to be up to but not to exceed ten percent (10%) over the previous year's assessment;

(b) send or deliver written notice of each assessment to each and every owner subject thereto at least thirty (30) days in advance of each annual assessment period indicating that full year's assessment is due and owing on the first of said year, but monthly payments are acceptable as long as one-twelfth (1/12) of the assessment is paid on or before the 5th of each and every month in said year;

(c) foreclose the lien against any property for which assessments are not paid within thirty-six (36) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the ensuing year and the amounts required by such budget shall be allocated among the members of the Association according to their respective percentages of ownership in the common areas as set forth in the Declaration;

(e) order the maintenance and repair of any unit if such is not caused by normal wear and tear and if such maintenance and repair is necessary to protect the Association as a whole and/or the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof;

(f) issue or cause an appropriate officer to issue, upon demand by a unit owner, a certificate setting forth whether or not any assessment has been paid; a charge of $30.00 may be made by the Board for the issuance of these certificates. If a certificate states as assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) procure and maintain adequate liability and hazard and other insurance on property owned by the Association and present proof of specific coverage to any unit owner upon written demand for same, and a charge of $15.00 may be made by the Board for submission of subject proof of insurance coverage;

(h) suspend the voting rights and right to use of the recreational facilities and/or right to have grass cut and/or snow removed on the common areas directly adjacent to the property of a unit owner for any period during which any assessment against his unit remains unpaid; and for any infraction of its published Rules and Regulations.

Article VII
Officers

The principal officers of the Association shall be President, Vice President, Secretary and Treasurer to be elected annually by the Board of Directors. Upon affirmative vote of a majority of the members of the Board of Directors, an officer may be removed either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Officers shall at all times be members of the Board of Directors. Election of officers shall take place within one (1) month of the date of the annual meeting. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve. Any officer may be removed from office with or without cause by a majority vote of the rest of the Board. Any officer may resign at any time by giving written notice to the Board. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces. Only the offices of secretary and treasurer may be held by the same person.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, draft or other instruments on behalf of the Association in accordance with the provisions herein, and the power to appoint committees from among the owners from time to time as he may in his discretion decide appropriate to assist in the conduct of the affairs of the Association.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of such books and papers as the Board of Directors may direct and shall serve notice of meeting of the Board of Directors and of the members, keep appropriate current records showing the members of the Association together with their address, and shall, in general, perform all the duties incident to the office of Secretary.

The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account belonging to the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments and fines made by the Association and shall cause an annual review by an audit committee comprised of at least three (3) members of the Association who are not to be members of the Board of Directors at the completion of each fiscal year and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members. The Treasurer shall also present a monthly financial statement to the Board of Directors at the regular meeting.

ARTICLE VIII

Budget

The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the ensuing year. The Budget shall be prepared and determined by February 15 of each calendar year, and the amounts required by such budget shall be allocated equally among the members of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items including but not limited to taxes, the maintenance and repair of exterior walls, roofs, pipes and ducts on exterior walls, service and utility areas in common areas, recreation areas and facilities and parking areas; management, maintenance, and security personnel; administration costs; and any other expense items inuring to the benefit of all unit owners. The Board of Directors shall determine what sums, if any, will be required for improvements, capital expenditures, or other operations not included in the above which shall be included in the budget.

The budget may provide for two funds, one of which would be designated the "Operating Fund" and the other the "Emergency Fund." The operating fund would be used for all common expenses which occur with greater than annual frequency. The emergency fund would be used for emergencies, contingencies, and replacement expenses. In the event that the Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required would first be charged against the emergency fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Directors may levy a further assessment which shall be charged to each owner in his proportionate interest.

The emergency fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner has elected to sell or lease or whose property is being or is about to be foreclosed against. It may also be used to discharge construction liens or other encumbrances levied against the entire property, or any part thereof which may constitute a lien against the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specifically assessed for the full amount thereof.

The Directors may also use the emergency fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof.

The Association may borrow money but only after notice of intent to borrow money is published in the Association newsletter and details of such proposal are presented at a regular or special meeting of the members and such proposal is passed by a vote of two thirds (2/3) of a quorum of voting members present in person or by absentee ballot.

ARTICLE IX
Assessments

The estimate of charges to be paid during each year by each unit owner for the share of the common expenses in accordance with the provisions of the Declaration of Condominium shall be assessed against each unit owner, and the total yearly amount shall be due and payable on the first day of March of each year. Each unit owner shall be given the right to pay said amount on a monthly basis with one-twelfth (1/12) of said yearly assessment due and payable on the first of each and every month, but no later than the fifth (5th) of each month. Should any amount remain unpaid by the sixth (6th) of any month, then a late fee will be assessed at a rate not more than ten percent (10%) of the one-twelfth yearly assessment. Said late fee will be determined yearly by the Board of Directors, but in no case shall it be greater than ten percent (10%) of the one-twelfth yearly assessment. Should any unit owner become more than one month plus five (5) days delinquent in his assessment, that unit owner shall forthwith lose the right to pay said assessment on a monthly basis, and the total amount of the yearly assessment then remaining, plus late fee plus unpaid interest, shall immediately become due and payable and shall bear interest at the rate of twelve percent (12%) per annum from that date forward.

No unit owner who is more than one (1) month plus five (5) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners, nor shall such unit owner be entitled to use of the recreational facilities in and about the Association, nor to the right to have snow shoveled and/or removed from walkways appurtenant to his unit nor the grass cut, or landscaping completed appurtenant to his unit. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Directors must promptly therein cause legal action to be commenced and shall take other appropriate measures as allowed by law. The costs of collection, including actual attorney's fees, shall be borne by the defaulting unit owner.

If the assessment proves inadequate, or excessive, the Board of Directors at any time may levy a further or different assessment to be payable in such reasonable manner as the Board of Directors directs.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use of enjoyment of any common element or by abandonment of the unit for which the assessments are made or by the Association failing to make exterior repairs and/or maintenance which the unit owner deems necessary.

ARTICLE X
Depositories

The funds of the Association shall be deposited in a bank or other depository designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the officers who shall be from time to time designated by the Board of Directors for that purpose. The Board of Directors may elect to require that all payment of charges imposed by the Board of Directors against unit owners be paid by such owners directly to a designated depository. The Board of Directors may elect to direct that checks of less than One Hundred Dollars ($100.00) for payment of the obligations of the Association bear only one signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

ARTICLE XI
Amendments

These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by the affirmative vote of a majority of unit owners having Sixty Seven percent (67%) or more of the votes present in person or by absentee ballot at a meeting duly called for said purpose after at least twenty (20) days written notice of intent to hold said meeting.

Article XII
Power of By-Laws

The administration of the Association shall be governed by By-Laws. Every unit owner shall comply strictly with the By-Laws and with the rules adopted under the By-Laws, as the By-Laws and/or rules are amended from time to time, and with the covenants, conditions and restrictions set forth in the Declaration or in the deed to the unit. Failure of unit owner and/or occupant of any unit to comply with any of the By-Laws, rules covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the Association or, in a proper case, by an aggrieved unit owner. An occupant of any unit in the Association may be held jointly and severally liable for any of the above-mentioned By-Laws, rules, covenants, conditions, or restrictions.

ARTICLE XIII

Obligation of the Owners

Section 1. Maintenance and Repair

A) Every owner must perform promptly all maintenance and repair work within his own unit and garage area and must especially perform promptly such maintenance and repair work which, if omitted, would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

B) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any general or unit common area and facility in any manner damaged by him or any occupant, guest, or other invitee of his unit.

C) Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than moveable furniture or decorative furniture or decorative pieces shall be placed on said limited common area, and permanent or moveable barbecue grills shall be placed thereon only after prior written consent by the Board of Directors and then only in accordance with applicable state and municipal fire regulations. Every unit owner shall have the right to decorate the limited common area appurtenant to his unit in a non-structural manner provided that decorations which are visible from the adjoining streets or other units shall have the prior written approval of the Board of Directors.

Section 2. Internal Changes

An owner shall not make an alteration of a structural nature to any load-bearing wall within his unit or allow an occupant to do same without previously notifying the Association in writing through the President and specifying in such notice the alteration proposed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean there is no objection to the proposed alteration.

Section 3. Right of Entry

A) Each owner grants the right of entry to his unit to any person authorized by the Board of Directors in the case of emergency whether the owner or occupant is present at the time or not, when such emergency is fire or flood that would affect the property of adjacent owners.

B) Each owner shall permit any person authorized by the Board of Directors in case of emergency when entry is immediately necessary as determined by a majority vote of the Board of Directors, to enter his unit for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner and when the owner is present.

Section 4. Prohibitions

A) No resident shall post any advertisements or posters of any kind in or on the condominium property, and no signs of any kind shall be displayed to the public view on any unit or the commons.

No unit owner, or anyone, shall be permitted to erect any sign for any purpose whatsoever upon the premises or upon his own unit other than a "For Sale" or "For Lease" upon his own individual unit. No signs shall be erected anywhere upon any common areas or exterior surface of units by any real estate brokers or other types of agents. No flags or other type of devices to promote sale or open houses shall be permitted to be erected upon any common area.

B) Residents shall exercise care about making noises and in the use of musical instruments, radios and the like that may disturb other residents and no noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

C) No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the commons, except that three (3) cats, three (3) dogs, or a combination of three (3) thereof may be kept in units, subject to the rules and regulations which may hereafter be adopted by the Association regarding same, and said animals may be kept only in accordance with Municipal sanitary regulations.

D) It is prohibited to throw garbage or trash outside the disposal receptacles.

E) No owner, resident or occupant, or anyone else, shall install wiring for electrical or telephone installations, television antennas, machines, etc., on the exterior of the property or that protrude through the walls or the roof of any building without the prior written consent of the Board of Directors.

F) Outside parking shall be restricted to licensed, single axle vehicles and shall be confined to the areas of the commons designated for parking.

G) Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Board of Directors.

H) There shall be no obstruction of the common areas and facilities, and nothing shall be stored therein without the prior consent of the Association.

I) Nothing shall be done or kept in any unit or the commons which will increase the rate of insurance on the commons without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be permitted in the commons.

J) No residential unit owner shall occupy or use his unit or the limited common areas appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.

K) Mobile homes, travel homes and towed vehicles of any kind may not be kept in the common parking areas.

ARTICLE XIV

Mortgages

An owner who mortgages his unit(s) shall notify the Association through the President, of the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units". The Association shall, at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit at a cost of $30.00, payable by the unit owner.

Article XV
Conflicts

These By-Laws are set forth to comply with the Condominium Ownership Act - Chapter 407, Laws of 1977. In case of any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the Statute will control, and that in case of conflict as between these By-Laws and the Declaration of Conditions, Covenants, Restrictions and Easements regarding Lake Park Homes, these By-Laws will control.

ARTICLE XVI
Fiscal Year

The fiscal year of the Association shall begin on the first day of March and end on the last day of February of every year.

ARTICLE XVII
Seal

There shall be a corporate seal, to be kept by the Secretary.

ARTICLE XVIII
Interpretation

In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners in conformity with the fact that the Association is a Not-For-Profit Corporation duly existing by and under the Laws of the State of Wisconsin.

ARTICLE XIX

Insurance Coverage

In case of total loss to a unit or units, the hazard insurance maintained by the Association shall cover all original permanent fixtures in said unit or units, including but not limited to the following: All doors, including storm doors, inside front and rear doors and interior room and closet doors; all windows, including patio windows; door jambs; screens; all woodwork; cabinets and countertops; sinks, bath tubs and showers; stoves, refrigerators; vent fans; dishwashers; washer and driers; furnaces; water heaters; air conditioners; carpeting, hardwood flooring, linoleum and tile flooring; ceramic tile; vanities; shelving; stair railings and lighting fixtures.

NOTE: THE ORIGINAL UNITS CAME WITH ITEMS SUCH AS DISHWASHERS, REFRIGERATORS, STOVES, WASHER, DRIERS, ETC. HOWEVER, OVER THE YEARS THESE UNITS WERE TAKEN BY THE SELLER WHEN SOLD AND THEREFORE, THESE ITEMS ARE NO LONGER CONSIDERED "ORIGINAL PERMANENT FIXTURES" AND ARE NOT COVERED BY THE HAZARD INSURANCE AS INDICATED ABOVE.

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Rules and Regulations
of
The Lake Park Homes Association, Inc.

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Rules and Regulations of
Lake Park Homes Association, Inc.

Motorcycles, Motor Bikes, Mopeds and Go-Carts

Operation of all two-wheeled and three-wheeled motor bikes, go-carts, mopeds and all other such motorized vehicles, regardless of size, is prohibited within the residential areas of Lake Park Homes, excluding the following:

1. Those vehicles properly licensed by the Department of Transportation, and
2. Those vehicles operated by individuals who are 16 years of age or over and who are properly licensed as operators thereof and properly attired according to law.

Use of two-wheeled and three-wheeled motorbikes, go-carts, mopeds and all other such motorized vehicles upon the premises of Lake Park Homes is limited only for the purpose of entering or leaving the premises in which the operator either resides or is visiting, and such use is to be in compliance with posted speed limits in the area. Use is limited to the roadways and riding on grassy areas or gravel paths is prohibited.

Bicycles

Operation of bicycles and other non-motorized vehicles is limited to sidewalks, paved roadways and gravel paths. Bicycles are not permitted on grassy areas.

Snowmobiles

Operation of snowmobiles is allowed in Lake Park Homes governed by the following:

1. Machines are to be run at 4 M.P.H. (walking speed).
2. Hours for operation at 10:00 a.m. to 8:00 p.m. Sunday through Thursday, and 10:00 a.m. to 10:00 p.m. on Friday and Saturday.
3. Machines may be run only upon paved roads. There may be no running of snowmobiles on grass areas or gravel paths.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

NOTE: By taking and reporting the license number of vehicles violating the above rules, residents may enable the Association to bring civil suit against violators.

Common Ground Activities

Golfing and ball playing on the common areas of Lake Park Homes is limited to the use of "nerf" balls, whiffle balls and other non-damaging equipment. Playing catch on the common grounds, other than roadways, will not be construed as meaning "playing ball". All ball playing is forbidden on roadways. Badminton is permitted, but equipment must be removed from the common area by sunset. Volleyball is permitted only on the volleyball court near the tot lot. Nets and volleyballs are to be furnished by the residents. The poles will be furnished by the Association.

Roller skating is allowed on common property during daylight hours only. Skateboarding, and skateboard ramps (used by both skateboarders and roller skaters) are expressly prohibited on Lake Park Homes property.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

Signs

No unit owner shall be permitted to erect any sign upon his unit with the exception of the following:

1. A "For Sale" or "For Lease" sign upon his own individual unit. No signs shall be erected anywhere upon any common areas or exterior surface of units by any real estate brokers or other types of agents. No flags or other types of devices to promote sale or open house shall be permitted to be erected upon any common area. For the purpose of erecting "For Sale" or "For Lease" signs by the unit owner, the word "unit" shall include the garage belonging to said individual unit and said sign shall be erected only upon the building unit and/or garage thereon.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

2. Signs for rummage sales, garage sales and/or sales of goods, pets, etc. may be erected after permission is received from the Rules Committee. Signs for rummage sales shall be limited to one sale per unit per month, not to exceed 48 hours in duration. Size of signs are not to exceed two feet square. Such signs must be removed within 48 hours after they have been erected, and they must be placed on the gate or fence of the unit having such sale. No flags or signs may be placed in the common area to promote the sale.

   No signs advertising a business or service are allowed.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

3. Signs indicating the family name of the unit owner may be placed on the gate, fence or front of unit, but if placed on the gate or fence, it must not extend above the fence line.

Architectural Control

No change may be made to any building exterior, fence or other structure or to any common area without first submitting plans for such change to the Architectural Control Committee. Such plans should show the nature, size, shape and location of the proposed change. After the request is approved by the Architectural Control Committee, it will be presented to the Board of Directors for final approval.

The landscaping and additions to the individual, fenced-in back yards are left to the discretion of the homeowner, but any objects showing above the fence line must be approved by the Architectural Control Committee. The following are exceptions to this rule:

1. Junk storage in yards will not be permitted.
2. Permanent clotheslines will not be permitted. Hanging Laundry and/or towels over fences or decks is not permitted.
3. Exterior antennas shall not be placed on any home.

Permanent plans for all patios outside the fenced-in back yard areas shall be submitted to the Architectural Control Committee.

Changes and additions as outlined above which are installed without permission of the Architectural Control Committee will result in a fine of $200.00 to the unit owner. This fine is non-negotiable. Additionally, these changes and additions as outlined above that are installed without permission will be removed by the Association, the cost of which will be charged to the homeowner.

The following will not be permitted:

- Window type air conditioners
- Awnings of any type
- Basketball hoops, backboards, or similar articles
- Gas grills may not be installed outside fenced-in areas
- Exterior seasonal decorations shall be removed no later than two weeks after the close of the holiday.
- Hanging laundry and/or towels over fences or decks is not permitted.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

Additions or removal of plants and/or shrubbery outside of the fenced-in back yards shall require prior approval of the Architectural Control Committee. Minor planting in good taste, shall be left to the homeowners' discretion. Maintenance of homeowner-installed plants or shrubbery shall be borne by the homeowner unless placed in common areas and approved by the Committee.

Bicycles and other play equipment must be removed from the common areas by sunset.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

The Association shall not reimburse any unit owner for any alterations and/or maintenance of the fenced-in areas behind each unit unless that owner submits a written request to the Architectural Control Committee and the Board of Directors and receives written approval prior to the work being done.

Please note: All yards were originally equipped with a sidewalk and grassy area. Any other improvements were done by previous homeowners and are the sole responsibly, including cause and effect of improvement of the implementing homeowner and/or any future homeowner.

Parking

The Association shall assign two parking places per unit. These spaces will be marked with the building and unit number. The exception to this rule would be the units on Royal Court. The designated parking spaces for units on Royal Court shall be behind the individual unit's garage.

Only one motor vehicle is permitted in each marked parking space. Tandem parking or "piggy-back" parking is not permitted.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

"Visitor Only" parking spaces will be provided for each area and will be properly marked as such.

Unit owners, occupants and guests shall not be allowed overnight parking in "Visitor Only" parking areas without specific permission from the Association Office. Such permission must be given in writing.

Unit owners must report any visitor's vehicle that remains in visitor parking overnight.

All motor vehicles are restricted to the streets and parking areas. No parking will be allowed on the grass.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

"Rental" spots for automobiles, if available, can be rented from the Association for the fee of $10.00 per month. Identifying tags will be issued to Homeowner's who are paying for a Rental spot. Tags must be hung from rear view mirror to identify their spot. Tags must be returned to the office when the Rental spot is no longer needed. Homeowners will be charged for the space until the tag is returned.

"Rental" spots will not be available for tenants of a rental unit.

Cars illegally parked in a "Rental" spot will be ticketed by the Germantown Police Department under Village Ordinances.

The parking of motor homes and towed recreational vehicles such as campers, boats, and trailers is not permitted in the parking areas of Lake Park Homes. The use of present parking areas in front of and around buildings will be prohibited for these recreational vehicles with the following exceptions:

1. Unit owners preparing their recreational vehicles for travel, storage, etc. may be permitted to have such vehicles remain in the common parking area for a period of 24 hours upon receiving permission from the Rules Committee.

2. Unit owners with guests owning recreational vehicles may park those vehicles in paved guest parking areas for a maximum of one week upon receipt of permission from the Rules Committee and upon payment of a $10.00 charge.

Permission for parking under the above special conditions may be obtained from the Association Office. Permission must be given in writing.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

Double axle and multiple axle vehicles are not permitted in the common parking areas. The exception to this rule is delivery and moving vans which will be permitted for a period of not more than 24 hours. (Any extenuating circumstances should be presented to the Board of Directors).

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

At no time will junk cars or junk vehicles be allowed in the parking areas. Junk vehicles are defined as vehicles not licensed or are inoperable. Junk vehicles will be reported to the Police Department, ticketed, and towed away at the owner's expense.

Unauthorized vehicles parked in assigned common area parking facilities are subject to fine by the police department.

All vehicles must be moved in a timely fashion to allow for snow removal. If your vehicle is not moved, you will be subject to a fine and you are responsible for shoveling out the area.

Fine: $25.00 first occurrence; $50.00 for second occurrence: $200.00 for each additional occurrence

Pets

No horses are allowed on common grounds at any time.

No animals except dogs, cats, or other common household pets may be kept. No pet may be kept, bred, or maintained for any commercial purpose.

No more than three dogs or three cats or a combination of three thereof shall be allowed per unit.

Pets must be leashed at all times when not in fenced-in back yards.

Dogs that bark 15 minutes consecutively and are deemed a nuisance by the Rules Committee shall be reported to the Village for disciplinary action.

Pets must not be left unattended outside or staked out unattended in common areas under any circumstances.

Infraction of these rules shall result in the following:

First Violation:	***$25.00 fines from the Rules Committee***
Second Violation:	***$50.00 fine from the Rules Committee and warning from the Board of Directors.***
Third Violation:	***$200.00 fine and warning from Board of Directors with a copy to the Germantown Police Department advising pet owner that any further violation will result in legal action being taken to remove the pet from Lake Park Homes as a public nuisance.***
Fourth Violation:	***Legal action to remove the pet as a public nuisance. Any costs incurred by the Association as a result of this legal action will be borne by the pet owner.***

Pick-up and removal of pet waste on common grounds and/or private yards is the responsibility of the pet owner. Any owner who fails to pick up and remove pet waste from such grounds will be fined. Pet owners must supply their own bags for immediate removal of all waste matter and deposit the bags in your own garbage receptacle.

Infraction of this rule shall result in the following:

First Violation:	***$25.00 fine for private yards that are too full of animal waste to cut the grass.***
Second Violation:	***Another fine of $50.00, and the homeowner will lose the benefit of having their grass cut for the remainder of the season. It will then be the homeowner's responsibility to maintain their grass, or they will be fined additionally.***

As of December 8, 2015, renters are not allowed to have pets residing in their units at any time. Pet as of December 8, 2015 will be grandfathered. Once that pet is no longer residing with the tenant, they may not replace that pet.

Infraction of this rule shall result in the following:

$25.00 fine for the first day, $50.00 fine for the second day and $200 for each day thereafter.

Feeding Wildlife

No feeding of wildlife (birds included) on common areas. You will be limited to the use of two (2) bird feeders, wet or dry in your private yards.

Your first violation will be a written warning, and your second violation will result in a $25.00 fine, $50.00 for a third violation and a $200 fine for any additional violations.

Swimming Pool

The swimming pool is open to Lake Park Homes' residents and their guests and residents of Lake Park East Extension and their guests only. This pool is not open to the public.

Guests shall not be allowed in the pool unless accompanied by a resident of Lake Park Homes Association or Lake Park East Extension unless prior arrangements are made with the lifeguard and/or pool attendant by an adult resident.

No more than two (2) guests per family under the age of 18 may be allowed in the pool unless accompanied by an adult resident.

Children under the age of 12 years must be accompanied by an adult or by a responsible person over 14 years of age with written permission of the parent or guardian of the child under 12 years of age. Such written permission must be on file with the Directors in charge of the pool.

No pets are allowed in the pool area.

No bicycles or toys are allowed in the pool area except water toys. Water toys may be limited by the lifeguard and/or pool attendant when the pool is deemed by such lifeguard and/or pool attendant to be too crowded for the same.

No running, pushing or general horseplay in the pool or pool area is allowed. Violation of this rule is subject to removal of the offender from the pool by the lifeguard and/or pool attendant. Continuous violations shall be brought to the attention of the Rules Committee and Board of Directors resulting in loss of pool privilege. Persons continuing to use the pool after loss of pool privilege will be subject to a fine in the amount of $50.00.

Posted at the pool are other rules pertaining to activities and attire which shall be enforced by the lifeguard and/or pool attendant. Persons violating pool rules are subject to loss of pool privileges.

Destruction of Common Grounds

> ***Fine for deliberate destruction of common grounds and amenities is $50.00 for first offense, and $100.00 for each additional offense plus cost of repairs.***

A $25.00 reward will be paid to any person over the age of 18 who furnishes information leading to the arrest and conviction of any person committing vandalism to the common grounds of Lake Park Homes.

Grills and other Fire or Heat Producing Appliances

Grills must be 10 feet away from the dwelling while in use. No fire or heat producing appliances on any decks or catwalks.

Woodburning Fire Pits

Wood-burning fire pits are not allowed. Any resident using a wood-burning fire pit will be subject to a fine of:

> ***Fine: $500.00 first occurrence; and $1,000.00 for each additional occurrence***

Gas fire pits are still permitted, provided they are used safely and attended at all times.

Grills are still allowed for the sole purpose of cooking food. When using any fire burning implements, please ensure that a hose or buckets of water are readily available in case of emergency.

Monetary Penalties

The fines and monetary penalties for Lake Park Homes rules infractions are approved by the Board of Directors for incorporation into the Rules and Regulations. Fines are payable to Lake Park Homes Association, Inc., and if not paid will constitute a lien against the home for collection and will be strictly enforced. Any individual may make an appeal to the Board of Directors. Hearing on fines assessed will be held at the first regular Board of Directors meeting held after issuance of the fine.

Payment of Monthly Membership Dues

The total yearly amount of homeowner's dues shall be payable on the 1st day of March of each year. Each unit owner shall be given the right to pay said amount on a monthly basis with 1/12 of the yearly assessment due and payable on the first of each month, but no later than the 5th of each month. Should any amount remain unpaid by the sixth of any month, the amount unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the due date. Should any unit owner become more than one month plus five (5) days delinquent in their assessment, that owner shall lose the right to pay said assessment on a monthly basis, and the total amount of the yearly assessment then remaining shall immediately become due and payable and shall bear interest at the rate of twelve percent (12%) per annum from that date forward. A lien will be filed for non-payment of assessments on any unit of Lake Park Homes whose assessments are one month plus five (5) past due, at which time a foreclosure action can be brought against the unit, in addition, a small claims action can be brought against any unit owner who is over one month plus five (5) days behind in paying his assessment.

All dues are payable to Lake Park Homes Association, Inc. and are to be mailed to the Association depository. Mailing envelopes are available from the Treasurer.

Late Fee

In conjunction with the amended By-Laws as stated in Article IX, "Assessments", a late fee will be assessed each homeowner if dues are not paid by the fifth day of the month. This late fee will be determined by the Board of Directors and will not exceed 10% of the one-twelfth yearly assessment. The late fee was set at ten percent (10%) of the one-twelfth yearly assessment and stands until changed by the Board of Directors.

Selling Your Unit

A status of account with proper satisfaction must be presented at your closing. A letter from you, your Realtor or lending agency must be received by the Association requesting such status of account. Upon receipt of this request, a check will be made of the exterior of you unit and common grounds surrounding the same for any negligent damage done by the unit owner. Should such damage be found, an assessment will be made against the unit owner for repair of same. A letter will then be sent to the Realtor or lending institution advising of any assessment for damages and status of account for dues and fines. You must turn in your certificate of membership in the Homeowners Association and give the name of the person or persons to whom the new certificate of membership should be issued. There is a $30.00 transfer of membership fee payable by the seller at closing, and the Association must be advised of the closing date.

Rental Unit Guidelines

A rental unit is defined as a unit which is not owner occupied.

An owner wishing to rent his unit must contact the Association with the name or names of renters and date of occupancy. The Association shall transfer the privileges of use of facilities to the new tenant.

To cover costs involved, the Association shall collect a $25.00 transfer fee. Such fee shall be payable on the first day of occupancy of the unit by the tenant. No tenant shall be allowed access to the facilities until such fee has been paid and the proper identification cards issued.

There shall be a $25.00 fee for entering each ensuing new tenant into the Association.

Landlords must furnish tenants with a copy of the Rules and Regulations of the Association and forward to the Association a signed affidavit that the rules have been furnished to said tenant. All tenants must abide by the rules and regulations of the Association at all times.

All landlords forfeit their privileges to use of the amenities.

A deposit in the amount of $1,500.00 shall be made with the Association by the landlord upon rental of a unit. This amount will be held in an interest-bearing escrow account until the tenant vacates the unit, at which time the deposit shall be returned to the landlord after deducting any and all expenses for damages to exterior of the unit and common area. This deposit must be made for each new tenant occupying a unit.

Proof of commercial lines insurance that covers your unit now to be rental unit and proof of renter's insurance from your tenant must be provided to the Association.

A letter from your mortgage company stating that they are aware that it is being used as rental property.

You must furnish the Association with a completed tenant information sheet

When dealing with your tenants, we request that your tenant contact you with concerns or requests and you contact Lake Park Homes Association unless it is an emergency situation.

Rental or visitor parking are not for personal use by a renter at any time. Extra rental spots are not available to renters.

Renters are not allowed to have pets residing in their units at any time. As of December 8, 2015, the pets on record will be grandfathered. Once that pet is no longer residing with the tenant they may not replace that pet.

If your tenant or any of their guests violate LPH By-Laws or Rules and Regulations, you (the homeowner) will be fined. You will not receive warnings of any type before fines are given. You will be issued a late fee if the fine is not paid and your account will be considered in arrears in the fine remains unpaid for 35 days or more. If your account falls into arrears your privileges and services will be revoked and liens will be filed.

You, the homeowner are at all times responsible for your tenant's (or their guests) behavior and will be held responsible for all the actions of your tenant.

If any of these conditions are not met, you will be subject to a fine for each day you are in violation of these rules.

***These guidelines were approved at a meeting held on January 8, 2014 & December 8, 2015.*

Fine Structure

Violation of By-Law:

Violations of any part of the By-Laws of Lake Park Homes Association will result in a fine of $200.00 for the first offense and $500 for any subsequent offenses of the same By-Law.

Violation of Rules and Regulations:

Violation of a Lake Park Homes Association Rule and Regulations will result in a $25 fine for a first offense: $50.00 fine for a second offence, and $200.00 any subsequent offense of the same rule.

This fine structure will supersede any other fines stated throughout this document with the exception of:

Architectural Control:	Changes and additions without written permission of the Architectural Control committee will result in a $200.00 fine.
Pool:	Persons continuing to use the pool after the loss of pool Privileges will be subject to a fine of $50.00.
Destruction of Common Grounds:	Fines for deliberate destruction of common grounds and Amenities is $50.00 for the first offense, and $100.00 for each additional offense plus the cost of repairs.

Note: If the infraction is listed under both the By-Laws and the Rules and Regulations or if there is any other discrepancies in the fines it will be to the discretion of the Board of Directors as to which fine structure to use.

**This fine structure was approved at a meeting held on January 8, 2014 and updated in June of 2026.*