

9/22/05
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RULES AND REGULATIONS OF THE
VILLAS OF FAIRWAY HARBOR HOMEOWNERS ASSOCIATION

These Rules and Regulations have been adopted with the intent of providing the residents of THE VILLAS OF FAIRWAY HARBOR HOMEOWNERS ASSOCIATION ("Association") with practical plans and procedures for day to day living in the subdivision.

There are thirty (30) units in the Association, each with different opinions and lifestyles living in close proximity to each other. In order to preserve harmony, there must be a balance between the individual rights and the needs of the Complex. Therefore, more specific Rules and Regulations are required in an attempt to set guidelines to achieve this balance.

The following Rules and Regulations, as approved by the Board of Directors ("Board"), are intended to comply with the original Declarations on file with the County of Lake, State of Illinois.

The overall goal of the Board is to maintain the aesthetics and value of the community with the concerns of the whole community taking precedence over individual interests. The Board hopes to achieve the following goals by establishing the Rules and Regulations:

1. Maintain the Villas of Fairway Harbor as a first class property;
2. Maintain the uniform appearance of the property;
3. Provide the residents with specific information regarding the conduct, which is appropriate and expected of them on an on-going basis, and ultimately enhance the value of the property.

The authority for creating these Rules and Regulations is granted to the Board by the Declaration, By-Laws of the Association, and State Law.

Where a conflict between the Associations Declaration and By-Laws and these Rules and Regulations occurs, the Declaration and By-Laws shall take precedence over the Rules and Regulations.

Parking restrictions on all streets are the exclusive jurisdiction of the Antioch Community Golf Club Association and shall be exclusively enforced by that Association.

Any changes or additions to the outside of the properties must first be submitted to the Architectural committee for approval and they will forward this information to the Board for their approval.

ARTICLE ONE

GENERAL AND ARCHITECTURAL

1. It is the resident's responsibility to avoid interference with underground utilities, landscape and snow removal activities.
2. Constant awareness of the need for cleanliness and care in controlling the problem of pests is expected.
3. Any repairing, remodeling, or moving shall be done between the hours of 8:00 A.M. and 9:00 P.M. in consideration of other residents.
4. **FENCES.** No fences shall be allowed. Shrubbery may be used to enclose a patio for privacy purposes. The Landscape Committee and the Board of Directors as property Governor must approve this.
5. **STRUCTURES.** No trailer or tent, of any kind shall be used at any time for a residence, either permanent or temporary. No tents or other temporary structures shall be allowed.
6. Balconies, patios, and decks are not to be used for storage of furnishings, containers, or miscellaneous items such as boats, bicycles, brooms, mops, tires, etc. This is not intended to preclude regular porch furnishings and plantings year round.
7. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on the balconies, patios, porches, walkways, or decks.
8. The maintenance and repair of any deck is the responsibility of the unit owner and the owner assumes all responsibility for liability resulting from the deck.
9. **BUSINESS USE.** No business, occupation or profession shall be conducted in any unit. Nothing herein shall be construed in such a manner as to prohibit an owner from;
 - A. Maintaining his/her personal professional library therein; or
 - B. Keeping his personal business or professional records or accounts therein;
 - C. Handling his personal business or professional telephone calls or correspondence therefrom.
10. **AWNINGS.** A unit owner desirous of installing an awning must submit a detailed plan to the Architectural Committee including the manufacturer of the awning, the color, type, location, and time parameters for installation. The owner must also sign and submit an awning agreement to the Architectural Committee.

The maximum size and locations shall be:

- | | |
|---------------------------------|---------------|
| A. Over upstairs picture window | 10' W x 10' L |
| B. Over deck | 10' W x 10' L |
| C. Over patio and window | 12' W x 10' L |

The awnings must at a minimum have the following features:

- A. Completely retractable roll up type, with or without support legs, only.
- B. Protective hood to color match the building is required except when installed under the building overhang.
- C. Awning material must be fabric and correspond with the color of the building.
- D. Awning windup unit can be manual or motorized with or without wind/rain sensor.
- E. Motorized units: Motors and electrical hookups must be inconspicuous.
- F. All awnings must be attached to the vertical sides and/or overhangs of the buildings. Roof mounts are prohibited.

Care and Maintenance for awnings:

- A. Awnings must be kept clean, neat and operable at all times.
- B. Unit owner accepts full and complete responsibility for the maintenance and upkeep of the awnings and any damage to the building caused by the awning is the owners responsibility to repair.
- C. The Architectural Committee and Board of Directors must approve repairs.

11. **UNDER DECK SCREEN ENCLOSURE.** Construction of screen enclosures is limited to the foot print of the balcony extending off the upper level dining area of the home. A detailed plan including specifications and material inventory has been approved by the Architectural Committee and the Board of Directors and may be utilized by unit owners interested in adding that component to their homes. Procedures for application are as follows:

- A. Unit owner must submit a written request for Board approval of a screen enclosure addition to their home utilizing the attached form. The Board of Directors will place the request on the agenda of the next scheduled Board of Directors Meeting and will communicate their decision to the unit owner within five (5) business days following the meeting.
- B. The request form must be accompanied by the approved set of plans. Any change to the above-mentioned plans, specifications or material inventory must be submitted to and will require approval of the Architectural Committee and the Board of Directors.
- C. Prior to start of construction, but after approval of the Board of Directors, the unit owner will obtain the appropriate building permit and submit a copy to the Architectural Committee and the Board of Directors for review. If the permit is in compliance with approved plans and specifications, no further action is necessary on the part of the Architectural Committee or Board of Directors.

- D. A unit owner may secure their own contractor to build the approved screen enclosure, but the contractor must have the appropriate approvals/licensure to build in Lake County; must strictly adhere to the design and specifications approved by the Board of Directors; must have appropriate Liability and Workers Compensation Insurance Coverage in force. The contractor must provide the unit owner with a certificate of coverage encompassing the dates of construction and listing the homeowner and the Villas of Fairway Harbor Homeowners Association, Inc. as additional insured, and as parties to be notified if coverage is cancelled or lapsed.

Use of Under Deck Screen Enclosure is limited as follows:

- A. Owners of under deck screen enclosures may not use any type of covering over screen areas; i.e. cloth, canvas, plastic, wood, etc.
1. Roll up sunshades are permitted inside of the enclosure.
- B. Owners of under deck screen enclosures may have an overhead fan/light and a floor and/or table lamp, which must be approved for use in damp locations. Electrical outlets must be installed in conduit with appropriate weather covers per electrical code inside the enclosure. Party lights, string lights or other detached or removable lighting mounted on the exterior of the screen enclosure is strictly prohibited.
- C. Seasonal storage in under deck screen enclosures is limited to patio furniture. Storage of water toys, floats, mats (unless kept in a storage chest that is part of the normal décor of room), additional outdoor furniture, boat covers, small water craft or water craft motors, shore station or pier parts, golf carts, etc. is strictly prohibited.

Care and Maintenance of Under Deck Screen Enclosure;

- A. Any homeowner constructing a screen enclosure will be required to sign a maintenance agreement prior to construction. Owners purchasing a unit with a under deck screen enclosure will be required to sign a maintenance agreement when they take ownership of the unit.
- B. Screens must be kept in place on a year round basis, therefore, must be durable enough to weather winter snow, ice, and wind.
- C. Screens showing any signs of disrepair must be repaired/replaced within five (5) working days
- D. Damage to the building caused by use of the screen enclosure or damage to the under deck screen enclosure is the sole responsibility of the homeowner. The Architectural Committee and Board of Directors must approve repairs to the building for any related damages.
- E. Homeowner agrees the color of the under deck screen enclosure and the deck under which the enclosure is constructed will both match the exact color of the building. Homeowner will be responsible for keeping both the deck and the enclosure free of chipping, flaking, or cracking paint and replacing cedar boards or other materials used in construction of the enclosure if necessary (i.e. become warped, cracked, break, rot, etc.).

Material Requirements and Specifications of Under Deck Enclosures. Materials and specifications for under deck screen enclosures are required to meet or exceed the following.

- A. Enclosure will be Constructed on a concrete or concrete paver patio that has been laid in accordance with already approved specifications for concrete patio extensions. No other base is permissible.**
- B. All wood framing material to be 2" x 4" pressure treated construction grade lumber on 16" centers.**
- C. Siding will be cedar lap and will match the existing building lap siding so that each board on the enclosure appears to be an extension of the main building.**
- D. Door openings are to be 6 feet wide with the following options available to the homeowner.**
 - 1. Two 3 ft. sliders with one fixed, or both sliding.**
 - 2. Two 3 ft. doors, one hinged and one fixed.**
 - 3. Two 3 ft. doors both hinged.**
- E. Enclosure will be attached only to the underside of existing deck and the concrete or concrete paver patio. No portion of the enclosure may be attached to the main building.**
- F. Under deck water drainage to be protected by installation of material used for the "roof" of the enclosure. "Dry Space" (available at Menards or other major lumber stores) or a product of equal or better grade and must match the color of the building as closely as possible.**
- G. A silhouette board will be attached to the enclosure and butt up to the building. A pliable caulk will be applied to seal the opening – both sides- , which must be clear or painted to match the building.**
- H. Weep holes will be put in the bottom plate to ensure proper water drainage.**
- I. Gutter to be installed on front side of the enclosure – per drawing.**
- J. All wood visible from the outside of enclosure must be the same color as the building.**
- K. Screens will be made from a fiberglass screening material (black) and will be removable for easy repair.**

THE VILLAS OF FAIRWAY HARBOR

HOMEOWNERS ASSOCIATION, INC.

Under Deck Screen Enclosure
Application for Construction and Maintenance Agreement

Date: _____
To: Board of Directors _ Villas of Fairway Harbor Homeowners Association – Architectural Committee
From: _____

I, _____, owner of record of unit address _____, wish to construct an Under Deck Screen enclosure and request a copy of the approved plans and specifications. I agree to comply with all rules of construction, use, and maintenance of said enclosure and I understand that I will be subject to fines and or penalties up to and including removal of said enclosure at my own expense if I deviate in construction from the approved design or if I do not use or maintain my enclosure as detailed in the Rules and Regulations for Under Deck Screen Enclosures.

Violation(s) of approved construction specifications or violation(s) in use or maintenance of under deck screen enclosure will be subject to a 30 day warning from the Board of Directors to correct the violation(s), if the violation(s) are not corrected within the 30 day warning period, a \$25.00 per day fine will be imposed until violation(s) are corrected. If violation(s) are not corrected within 90 days from initial warning, unit owner will be required to remove the enclosure and everything associated with the enclosure's construction at unit owner's expense. If this occurs, the unit owner will be responsible to return the main building surface to the pre-construction Condition and repair concrete deck where holes were created in construction (or remove installed footing if room was not constructed on concrete pad).

I agree to the above terms and to the Rules and Regulations regarding construction, use and maintenance of an Under Deck Screen Enclosure – Addendum to Article One - General and Architectural, #11.

Unit owner Name

Unit Owner Address

Date: _____

ARTICLE TWO

ADVERTISING

1. **SIGNS.** No signs or billboards of any kind shall be erected, placed, or permitted except as follows:
 - A. Each unit shall be permitted one posted "For Sale" sign.
 - B. Decorative flags are permitted.
 - C. All sign should be removed within twenty-four (24) hours after the conclusion of the sale.
2. **SOLICITING:** No soliciting is permitted on the property without a permit from the County of Lake.

ARTICLE THREE

ANIMALS

1. Owners of pets are responsible for preventing their pets from creating disturbance or nuisance to other residents at all times.
2. Residents are immediately responsible for cleaning up after their pets.
3. Pets should be kept away from trees and shrubbery. It is required that all animals be leashed and in control of its owner when outside and off the owners property.
4. Residents are responsible for any damage caused by their pet or pets brought into the area by their guests.
5. The raising, breeding or maintaining of any livestock, poultry or animals on the property shall be prohibited: no more than two (2) dogs and/or cats may be kept in any unit in the Complex.
6. Any pet that has three or more violations of the above rules within six (6) months, shall be deemed a nuisance and subject to Article Eight Daily Penalties and Fines.

ARTICLE FOUR

GARBAGE

1. Trash cans, plastic bags, or other refuse may not be placed at curbside until the evening before or the morning of refuse pickup. Newspapers must be tied or bagged.
2. All trash cans or garbage receptacles must be stored out of sight, i.e. in the garage and not left in the front, side or back of the units no later than midnight of the day of pickup.

ARTICLE FIVE

VEHICLES AND PARKING

1. No boat, trailer, house trailer, motorized recreational vehicle, commercial vehicle or snowmobile shall be parked in excess of 72 hours in any calendar year in the open or on any driveway nor parked between the hours of midnight and 8:00 A.M. on a street. The term "commercial vehicle" shall include, but not be limited to, all automobiles, station wagons, trucks, or any vehicular equipment that bear signs referring to or having painted on their side reference to any commercial undertaking.
2. Except for emergency repair, washing and cleaning no form of vehicle maintenance is permitted on driveways.
3. At no time will a vehicle block building exits, sidewalks, fire hydrants, mailboxes, driveways or other parked vehicles.
4. Since the roadways are also fire lanes, they must be kept open for emergency vehicles at all times.
5. No parking shall be permitted on any street between the hours of midnight and 8 A.M. or whenever there is a snowfall of two (2) inches or more. This restriction shall continue until the snow is removed.
6. Speeding by residents, tenants, or guests is prohibited. The speed limit is 25 M.P.H.
7. Parking violations will be reported to the Antioch Community Golf Club Association, which will retain exclusive enforcement responsibility.

ARTICLE SIX

NOISE

1. Any noise regardless of its source (TV's, stereos, engines, radios, etc.) that unreasonably disturbs others is prohibited.

ARTICLE SEVEN

THE HARBOR

1. **GENERAL INFORMATION.** The Harbor located contiguous to each unit is owned jointly by all unit owners. The properties that border this Harbor are each individually owned and any incursion onto the property of another unit owner shall be considered an act of trespass unless permission is given by the unit owner for entry upon his property.
2. **ACTIVITIES.** No person (or pet where applicable) shall be permitted to perform any activity on the properties that border the Harbor unless permission is secured from the individual owner.
3. **HARBOR LITERING.** No unit owner or resident or his guest shall throw, discharge, dump, or deposit, in the Harbor or storm sewers, any garbage, refuse, trash, rubbish, waste, animal waste or any other pollutant.
4. **PIERS.** Each unit owner may install a "floating" pier the design and specifications of which will be prescribed by the Board of Directors as Property Governor. Any piers installed on the property are subject to the procedures and specifications as detailed in Article VII of the Association Declaration of Covenants.
5. **LIFT STATIONS.** The Developer prior to passage of these Rules approved installation of lift stations subject to the terms of certain Deviation Agreements. Lift stations installed prior to the turnover to the Association and approved by the property Governor pursuant to a Deviation Agreement will be grand fathered into these Rules and Regulations under the amendment. The term "grandfather" as used in both the Declaration of Covenants and the Rules and Regulations is used ONLY to transition lift stations from governance under the terms of a Deviation Agreement to governance under the terms of the Rules and Regulations and not to grant any special rights or privileges not otherwise allowed or enjoyed by owners of lift stations installed under the terms of the Rules and Regulations. Effective with the implementation of these Rules and Regulations, the Board of Directors as Property Governor shall have the authority by virtue of these Rules and Regulations to regulate the future installation and placement of lift stations as in their best judgment best suits the Complex. A unit owner may present application for a lift station through the Architectural Committee recognizing the following restrictions apply:
 - A. Lift station covers are prohibited.
 - B. Mounting lift stations to the seawall in any manor is prohibited.
 - C. In the event a lift station is to be uninstalled for replacement or to move to another location, unit owner must present application to reinstall said lift station through the Architectural Committee with final approval by the Board of Directors as Property Governor pursuant to Article VII of the Declaration.
 - D. Neither the lift station nor any part thereof may ever be stored or placed on any part of the homeowner's lot. A special penalty of \$100.00 per day will be charged to the violating homeowner as an additional assessment for each day of such storage or placement.

- E. Unit owner acknowledges that the lift station will present certain risks of injury to person and property and that weather conditions such as ice and wind present risks to the lift station. Owner accepts all such risks and agrees to indemnify, defend and hold the Association and Board of Directors as Property Governor harmless from all claims and losses, including reasonable attorney's fee, arising from all such damage or injury to person or property or the lift station.
6. **BOATS.** No boat in excess of twenty-five (25) feet in length or seven (7) feet in height above the water level shall be permitted to be upon the property, including Outlot A, at any time. Subject to the foregoing limitations, no more than three (3) boats shall be permitted on the pier serving the individual dwelling unit's lot. The individual or combined overall moored length of any boat shall not exceed twenty-five (25) feet per pier side.
7. **SEASONAL MOORING.** Only boats registered to dwelling residents or family as defined in the Declaration of Covenants for the Villas of Fairway Harbor will be allowed seasonal mooring use of any unit's pier in Outlot A. Guests, Invitees or Family Members of dwelling resident not included in the family definition, will be allowed restricted mooring not to exceed 72 hours in any 7-day period, and provided the overall length rule of Article 7, #6 is not exceeded. Mooring to another boat is strictly prohibited as is anchoring in Outlot A and mooring to the seawall.

ARTICLE EIGHT

VIOLATIONS AND FINES POLICY

1. In accordance with Section 18.5©(7) of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an Owner, the property manager, a resident or a member of the Board of Directors. Owners are responsible for the conduct of all residents and guests occupying or visiting their unit. A written complaint prescribed by the Board shall be sent to the Board of Directors/Property Governor.
2. The owner charged with the violation will be given written notice of the complaint, informing him of the alleged violation and:
- A. Will be given a warning not to repeat the conduct alleged or;
 - B. Of a time and place where the Board of Directors or its duly authorized representative will conduct a hearing to review the complaint.

3. At the hearing, the owner will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the charged owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors for disposition at its next regularly scheduled meeting. The Board of Directors may at its discretion, call a special closed meeting to review a case that involves remedial action and may require a fine.
4. The hearing will proceed based upon witness complaints and/or witness testimony. The Board/Representative will weigh all evidence prior to rendering a finding. All hearings shall be closed.
5. If any owner is found in violation whether specifically or on behalf of a resident, tenant, guest or invitee of their unit, the Board/Representative will notify the owner in writing and a fine may be charged to the assessment account of the owner of the unit and collected with the monthly assessments.
6. There will be only a warning for the first violation. Violations not acted upon within 30 days of initial notice of violation will incur a daily fine of \$25.00 per day commencing on day 31 from initial receipt of notice.

7. In the event of any violation of the Rules and Regulations, Declarations or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney fees shall be assessed back to the account of the owner found in violation at the time they are incurred.

VILLAS OF FAIRWAY HARBOR HOMEOWNERS ASSOCIATION

VIOLATION COMPLAINT – WITNESS STATEMENT

PLEASE NOTE: A Violation Complaint must be completely filled out or the complaint will not be considered valid by the Board/Representative. After the report has been filed, it may be necessary for you to appear at a hearing. The charged Owner will also be asked to attend this meeting. After hearing this case, the Board/Representative will determine if a violation occurred and if a fine should be levied.

Charged Owners Name: _____

Address: _____

Violation _____

Location: _____

Date of Violation: _____ Approx. Time: _____

VIOLATION(S): _____

Were any Photographs taken? Yes No

If so, by whom: _____

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, and the name's of anyone else who was present.

Report submitted by: _____

Phone: _____

Address: _____

I have made the above statements based upon my personal knowledge. I will cooperate with the Association and it's Representative and /or attorneys to provide additional statements or affidavits, and in the event of a hearing or trial, I will appear to testify as a witness.

Signature: _____

Date: _____

Do not give this form to a member of the Board of Directors.

Mail this form to : **President of VOFH Homeowners Association**
 P.O. Box 605
 Lake Villa. IL 60046

VILLAS OF FAIRWAY HARBOR HOMEOWNERS ASSOCIATION

NOTICE OF VIOLATION

Date: _____

TO: Unit Owner _____

You are hereby notified, as the owner of the above referenced Unit address, that a Violation Complaint form has been filled out charging you with a violation of the Associations Declaration, By-Laws or Rules and Regulations regarding:

(Violation)

This was allegedly violated by: _____

The Representative/Board of Directors will review the violation(s) at their next regularly scheduled Board Meeting on _____, 20__ at approximately _____ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Representative/Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The meeting will proceed on the afore stated date with or without your presence.

Very truly yours,

Representative on behalf of
Villas of Fairway Harbor Homeowners Association
Board of Directors

VILLAS OF FAIRWAY HARBOR HOMEOWNERS ASSOCIATION

NOTICE OF DETERMINATION REGARDING VIOLATION

Date: _____

To: Unit Owner _____

On this _____ day of _____, 20____, the Board found:

- you were not in violation;
- you were in violation;

Of the declaration, By-Laws or Rules and Regulations of the Association regarding:

Violation: _____

This was violated by: _____

The Representative/Board has taken the following action:

- This is a WARNING!**
- The Board has determined that no violation occurred. However, should this conduct or any other violation be reported again, a fine or other action may be warranted.**
- The Board has voted that you are not found in violation or that there are extenuating circumstances, and no further action will be taken.**
- The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$ _____ have been assessed against your unit and are now due.**
- The Board has voted to levy a fine of \$ _____ per day until the violation is corrected.**
- Damages, expenses, and administrative charges in the total amount of \$ _____ have occurred and are now due.**
- Legal expenses in the amount of \$ _____ have been incurred by the Association and are now due.**
- Damages have occurred or an architectural violation exists as charged in the complaint, and you are hereby notified to have the damages or violation corrected or repaired at your expense.**
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.**

Very truly yours,

**Representative on behalf
Villas of Fairway Harbor Homeowners Association
Board of Directors**