

**FAIRWAY GREENS AT ANTIOCH GOLF CLUB  
CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

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## I. INTRODUCTION

Condominium owners are subject to restrictions not applicable to single-family dwelling owners. These restrictions are outlined in the **Fairway Greens at Antioch Golf Club Condominium Association Declaration**, which governs the use, occupancy, administration and maintenance of condominiums and townhouses for the mutual use, benefit and enjoyment of all residents.

There are 63 owners in **Fairway Greens**, each with different opinions and life styles living in close harmony to each other. In order to preserve harmony, there must be a balance between the individual's 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.

NOTE: For simplicity, all references to "he" or "his" are in the generic sense and are not meant to indicate a specific gender.

Whereas a conflict between the **Fairway Greens Declaration** and the **Fairway Green Rules and Regulations** occurs, the Rules and Regulations shall preside over the other.

### DEFINITIONS

Limited Common Elements: Limited common elements include all doors (front doors, patio doors, garage doors), all windows, sidelights, skylights, porches, decks and patios.

Common Elements: Common elements are everything not included in the above that are outside of the units.

## II. AUTHORITY

WHEREAS the Board of Directors of the **FAIRWAY GREENS AT ANTIOCH GOLF CLUB CONDOMINIUMS** has the power under Article V, Section 18 of the Association's Declaration of Condominium Ownership [*Article V, Section 2(d)(e)*] of the Association's by-laws to adopt and amend the rules and regulations from time to time regarding the use and enjoyment of the condominium property [*common elements*], and...

WHEREAS the Board of Directors has determined that the establishment of the following rules and regulations regarding the use and enjoyment of the condominium property [*common elements*] would be beneficial to the health, safety, welfare of the Unit Owners and Residents, as well as, to the administration, management and operation of the property,

NOW, THEREFORE, LET IT BE RESOLVED that the following rules and regulations be adopted:

### III. ARCHITECTURAL

Any alteration or addition to common elements or limited common elements is prohibited without prior written authorization from the Board of Directors.

Unit owners must submit requests for alterations or additions to the Board of Directors on an **Architectural Control Improvement Application** form provided by the managing agent at no charge. These include but are not limited to:

#### A. STORM DOORS / STORM WINDOWS

#### **WRITTEN BOARD APPROVAL IS REQUIRED PRIOR TO THE INSTALLATION OF ANY STORM DOORS OR WINDOWS.**

##### 1. STORM DOORS

- a. Regulations apply to new and replacement installations.
- b. Installation must be permanent.
- c. Must be metal with full panel glass and scallop edging. Although grills, trim and ornamentation are attractive, they are not permitted.
- d. Must match the color scheme of the building; tan, green or white. Multiple door installations on the same side of the building should be identical colors.
- e. Half panel doors are permitted only in consideration of safety regarding small children and/or large dogs.
- f. Once installed, maintenance and repair becomes the responsibility of the homeowner.

##### 2. STORM WINDOWS

- a. Installation must be permanent.
- b. Must be white metal.
- c. Installation of all exterior windows located on the unit must be done at the same time.
- d. Once installed, maintenance and repair becomes the responsibility of the homeowner.

##### 3. SCREENS

- a. All windows, without storm windows, must have screens in good repair.

## B. HOLIDAY RESTRICTIONS

### 1. TIME RESTRICTIONS

Holiday decorations are permitted during national holidays and must be removed within 14 days after the official holiday.

### 2. PLACEMENT RESTRICTIONS

Holiday decorations, other than lights, are not permitted on sidewalks, driveways or roofs.

### 3. HANGING / DISPLAYING RESTRICTIONS

Apparatus used for hanging and/or displaying decorations may not be permanently affixed to any exterior part of the building.

### 4. DAMAGE

Any damage caused by the hanging of decorations to the limited common element units shall be repaired by the unit owner responsible or by the Board with cost of such repair charged to such unit owner by the association.

## C. LAWN DECORATIONS

The Board of Directors must approve lawn decorations in the limited common areas before installation. They must not interfere in any way with providing maintenance to the common areas or limited common areas.

## D. GARAGE DOORS

1. Garage doors are to be completely closed when garage area is not in use. Under no circumstances may garage doors be left open overnight. Garage doors are not to be left partially opened or in any way obstructed from closure.
2. Cars must not be backed into garages or left running or idling in the garages. This practice often leads to the dangerous buildup of carbon monoxide gases within the unit.

## E. BIRD FEEDERS

Bird feeders are permitted providing their height or weight does not present any potential damage to the trees or shrubs on which they are placed and does not interfere with landscape maintenance or proper plant growth.

F. EXTERIOR PLASTIC SHEETING

Plastic sheeting may not be affixed to any portion of the exterior of the building.

G. FENCES

Fences are not permitted.

H. ELECTRONIC BUG LIGHTS

Electronic bug lights are not permitted.

I. TELECOMMUNICATIONS

1. No television, satellite or other antennas are permitted on common elements. (Including, but not limited to, mounting on side of the building, on the roof, or on common area lawns.
2. All cable TV lines must be run through existing conduit.
3. Small satellite dishes will be allowed on limited common elements and certain common elements only after written consent from the Board of Directors, **prior to installation**. The Management Company will provide detailed instructions on professional installation specifications and require a waiver to be signed.

**FAILURE TO ADHERE TO THIS REGULATION WILL RESULT IN THE REMOVAL OF THE SATELLITE DISH AT THE HOMEOWNERS EXPENSE.**

J. LANDSCAPE

1. Planting/Landscaping (see also Section XIII)
  - a. No digging up of common areas for additional flowerbeds or vegetable gardens is permitted.
  - b. Plantings must not interfere with the landscape contractor's duties. The landscape contractor, with the consensus of the Board, has the authority to remove the plantings without financial restitution to the unit owner.
  - c. Planting must be properly maintained. If, in the opinion of the landscaper, the Board or the managing agent, plantings are improperly maintained, the landscaper will remove them without notice or financial restitution to the owner.

- d. Beds must be returned to their original condition by November 15<sup>th</sup> of each year. All dead debris must be removed by that time and be properly disposed of.
- e. All homeowners are responsible for the watering of the common area adjacent to their units. Homeowners will be reimbursed the difference between the average winter bill and summer bills for their water usage during these months. Recurrent replacement of lawn or landscaping due to unit owner's lack of proper seasonal watering may, at the discretion of the board, be charged back to the unit owner.

K. UNAUTHORIZED ALTERATIONS/ADDITIONS

**If any changes are made to the unit or property without the Board's written approval, the Association shall fine the owner and, upon reasonable notification to the unit owner, may restore the area or building to its original condition. All costs of the restoration will be the unit owner's responsibility.**



#### IV. ASSESSMENTS

##### A. DUE DATE

Monthly assessments are due the first of every month.

##### B. LATE FEES

Assessments dues that are not in the possession of the managing agent by the 30<sup>th</sup> of each month will be subject to an automatic late fee of \$10.00. One courtesy warning (First Notice of Violation) will be issued to a homeowner whose dues have not been received by the end of the month.

##### C. DELINQUENCIES

###### 1. 30 DAYS PAST DUE:

The unit owner will receive a warning from the managing agent with the \$10.00 late fee.

###### 2. 60 DAYS PAST DUE:

The Association attorney will issue the unit owner a thirty (30) day Notice and Demand letter.

###### 3. 90 DAYS PAST DUE:

The Association attorney will file a lien against the delinquent unit owner for total amount due plus any legal fees, unless other satisfactory arrangements have been made by the unit owner and approved by the Board.

###### 4. 120 DAYS PAST DUE:

The Association's attorney will file a forcible entry and detainer suit against the delinquent unit owner, unless unit owner has made other satisfactory arrangements and the board approves them.

##### D. LEGAL FEES

All legal fees applicable to the collection of past due assessments are the responsibility of the delinquent unit owner.

##### E. LIENS

If assessment fees (including any violation fines) are more than 90 days past due, the Management Company can place a lien on the homeowner's property until past due amount and all legal fees have been paid.

## F. FORCIBLE ENTRY

If assessment fees (including any violation fines) are more than 120 days past due, the Management Company can file a forcible entry and detainer suit against the homeowner, eventually leading to foreclosure of unit if all past due amounts and legal fees have not been paid.

## V. GARBAGE DISPOSAL RESTRICTION

### A PLACEMENT

1. Scheduled pick-up day is based on individual unit owner's service contract: garbage must not be placed outside for pick-up prior to dusk of day before scheduled pick-up.
2. If a holiday occurs on or before scheduled pick-up day, pick-up will occur on the following morning; garbage must not be placed outside for pick-up prior to dusk of scheduled pick-up day.
3. Garbage and recycling containers must be stored back in the garage the day after garbage pick-up.

### B. CLEAN-UP

Any litter remaining on the grounds after the garbage pick-up is the unit owner's responsibility to remove. This includes any solicitations delivered to your unit.

## VI. INSURANCE

The association will insure the exterior and structural components of the building through the drywall and primer coat of paint. This coverage does not include windows, doors, interior contents, personal and real property of residents (whether inside or outside the unit) or damage to drywall due to leakage around skylights. All owners must report any loss in a timely manner or risk loss of coverage.

1. A \$2,500.00 deductible may be the homeowner's responsibility depending on determination of fault and the common elements involved in the claim. The Management Company will provide further details when the claim is reported.

## VII NOISE / DISTURBANCES

Unit owners are responsible for ensuring residents of the unit (including the unit owner) and/or guests do not create unusual noise or disturbances in or around the unit. This includes but is not limited to noise or disturbances created by individuals or groups of individuals, pets, motor vehicles, stereos, musical equipment, etc.

## VIII RECKLESS AND DISORDERLY CONDUCT

Although the association recognizes the potential for reckless or disorderly conduct between residents, it neither condones such actions nor assumes the responsibility for protecting residents from such actions.

Anyone suspecting or witnessing such activity should report it to the Lake County Sheriff.

If any resident is victimized by the fear of immediate bodily harm which may be a criminal assault or of unauthorized or offensive contact which may be criminal battery, they are encouraged to contact the Lake County Sheriff and file criminal charges.

## IX. VEHICLE RESTRICTIONS

### A. GENERAL RESTRICTIONS

1. All vehicles belonging within the fairway Greens complex must be fully operational and properly licensed.
2. Vehicles may not be left unattended or in a state of disrepair (including but not limited to flat tire(s) and/or hazardous condition).
3. All vehicles must be cleaned free of excessive mud, sand and stones before entering and parking on complex property.
4. Any vehicle that exceeds 6,000 lbs gross vehicle weight as designated by manufacturer's specifications or any vehicle exhibiting a license plate greater than a "B" designation or any vehicle that is designed for commercial activity, including but not limited to tow trucks, panel vans, semi-tractors, or any vehicles with permanently installed storage compartments or equipment racks for the purpose of storing or transporting work supplies or recreational equipment is prohibited from parking on the driveway, roadway or in visitor's parking areas. This regulation is not, however, intended to restrict vehicles servicing the complex; i.e., garbage trucks, landscapers, moving van, etc.
5. Any vehicle openly storing or transporting machinery, work materials, recreational items or equipment, etc. is prohibited from parking on driveways, the roadway and guest or overflow parking areas unless actively engaged in servicing the complex.
6. Any vehicle exhibiting a customized finish applied for the purpose of advertising a business or commercial activity is prohibited from parking on driveways, the roadway and guest or overflow parking areas.
7. Any vehicle or piece of equipment defined as recreational, including but not limited to boats, snowmobiles, personal watercraft, ATV's, golf carts, campers, motor homes, or trailers is prohibited from parking in guest or overflow parking areas or on unit owner's driveway, except for the purpose of being loaded or unloaded in preparation for travel or off-site storage. It is recommended that authorization for the temporary loading or unloading of recreational vehicles or recreational equipment requiring more than 2 days be obtained from the board of directors, any current board member or the property management group to prevent violation.
8. Trailers include both recreational (boat, motorcycle, snowmobile, etc.) and commercial vehicles including but not limited to, cement mixers, air compressors, etc.
9. No snowplows other than contracted by the Association are permitted on the streets or common property.

## B. PARKING RESTRICTIONS

1. No vehicle or combination of vehicles may be parked in a unit owner's driveway if the vehicle exceeds the length or width of the driveway assigned to the unit owner.
2. NO PARKING is permitted on roadways between the hours of midnight and 8:00 a.m. to ensure safe passage for emergency vehicles and other vehicular traffic. Roadway parking regulations and enforcement are the responsibility of the roadway owner, **Antioch Golf Club Community Association**.
3. NO PARKING is permitted on area roadways during the winter season whenever snow is predicted or present on the roadways to allow for plowing.
4. No vehicle of any type may be parked on the turf or over the curbing of any property.
5. Diagonal or horizontal parking on the driveway is not permitted.
6. Any and all vehicles temporarily parked on area roadways are not permitted within 25 feet of posted stop signs.
7. Commercial vehicles may not be parked on driveways, roadways or in overflow parking areas unless they are engaged in commercial activities.
8. Parking is not allowed around the island in the cul-de-sac at any time.

## C. OVERFLOW PARKING

1. Residents and their guests must utilize their garages primarily and driveways secondarily for parking before using guest or overflow parking areas and roadways within the complex.
2. Guests should use available guest and overflow parking spaces before parking on the roadway.
3. Guests parking multiple vehicles on the roadway should all park on one side of the roadway to insure passage for emergency vehicles.
4. To ensure these parking spaces are not used for vehicle storage, no vehicle may remain in (i.e. not removed from) guest or overflow parking area without written approval from the Board.

## D. FIRE LANES

1. Parking is not permitted at any time in the designated FIRE LANES.



## X. PERSONAL PROPERTY

### A. GENERAL RESTRICTIONS

1. All personal property, including but not limited to toys, baby carriages, bicycles, furniture and pools must not be left unattended on the common property.
2. No cloths, sheets, blankets, towels or laundry of any kind or other similar articles shall be hung out on any part of the common elements.
3. Common elements must be kept free and clear of all rubbish, debris or other unsightly materials.
4. Patio furniture, barbecue grills, firewood, etc. are not permitted on common elements.

### B. STORAGE RESTRICTIONS

#### 1. FRONT PORCHES

Nothing other than small chairs / tables, flowerpots, flower boxes or hanging planters may be stored on the front porch.

### C. PATIO UMBRELLAS

Patio umbrellas must be securely installed in a weighted stand manufactured for patio umbrellas.

### D. GRILLS / GRILLING

1. Grilling is to be confined to rear deck areas. Owners of units not specifically designed for the addition of a rear deck (A & D units) may grill on the common elements lawn area.
2. Grilling or grill placement on *limited* common elements other than rear decks (i.e. driveways, sidewalks, front porches etc.) is not permitted without prior board approval. Grilling is never allowed within garages.
3. Any operating grill must be kept at least 6 feet away from building. The preferred method for starting grills is an electric starter.
4. When not in use, grills may not be permanently stored or left unattended on common elements in any manner as to impede landscaping operations.
5. Repairs to buildings damaged by grilling are the responsibility of the unit owner.

## XI. PET RESTRICTIONS

### A. GENERAL RESTRICTIONS

1. No pet shall be allowed to create a nuisance or unreasonable disturbance. In accordance with Article 5, paragraph 6 of the Fairway Greens Condominium Declaration, any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board to the owner of the dwelling unit containing the pet, and the decision of the Board shall be final.
2. Pets must NOT be allowed to run free. Pets must be on a hand-held leash at all times when outside their owner's unit.

### B. CLEAN-UP

1. Pet owners must IMMEDIATELY pick up and properly dispose of their pet's defecation.

### C. TETHERING

1. No tethering of unattended pets will be allowed anywhere on the Association's property. Tethering is not allowed to trees, lampposts, etc.

### D. DAMAGE TO COMMON ELEMENTS CAUSED BY PETS

1. In addition to any fine the Board may levy for violation of these rules, any damage to common areas caused by a pet shall be repaired and/or replaced by the Association and billed back to the unit owner.

## XII. SIGNS

### A. GENERAL RESTRICTIONS

1. Residents are allowed to display "FOR SALE" signs in one or two windows of their homes. The signs are not to exceed 20"x 24". "FOR SALE" signs are not to be displayed on the homeowner's lawn or in any other common area including the decks.
2. One "OPEN HOUSE" sign is permitted in front of the unit being sold and, if necessary, one at the entrance to the cul-de-sac leading to the unit and one at the front entrance of the subdivision. Such signs may be in place only on Saturdays or Sundays between the hours of 10:00am and 5:00pm. The signs are not to exceed 30" X 36".

### XIII. VIOLATIONS

#### A. CONDITIONS OF ISSUING A VIOLATION NOTICE

Violation notices are issued by the managing agent when one or more of the following occurs:

1. The Association receives a signed witness statement or complaint letter from a resident.
2. A Board member or the managing agent issues a complaint regarding an owner/occupant/guest based on his/her observations.
3. A Board member or managing agent confirms a verbal complaint.

#### B. FINES

Any violation of the Fairway Greens Homeowners Declaration or Association Rules and Regulations will result in the following fines. Any expenses incurred by the Association because of a violation(s) will be charged to the unit owner in violation.

First Notice of Violation	No Charge (warning)
Second Notice of Violation	\$25.00
Third Notice of Violation	\$50.00
Subsequent Notices	\$100.00

1. If fines are not paid on a timely basis (according to the rules of assessment Payments) a lien will be issued against owner until full amount due is paid. All costs involved in collecting the debt will be the owner's financial responsibility.

#### C. VIOLATION NOTICE RETENTION PERIOD – UNIT OWNER FILE

1. Each violation is retained for a one (1) year period.
2. Any other like violations issued within this period are subject to the four-step table of fines listed above.
3. If corrective measure is taken, and no other like violations are issued within a one (1) year period, any previous violation(s) will not be considered on subsequent infractions of the rules and regulations.

#### D. CONTESTING A VIOLATION

1. The person charged with a violation may request a hearing within 21 days after receiving written notice of the complaint. The Board or managing agent will inform the unit owner of the time and place where the Board of Directors will conduct a hearing to review the complaint. At that time, the unit owner will have an opportunity to defend himself. All hearings will proceed with or without the presence of the accused owner, so long as notice has been sent in advance. If the unit owner chooses not to appear at the hearing, he will be found to be in violation by default. The findings of the hearing from the Board will be announced at its next regularly scheduled meeting.
2. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the owner of the unit in which the guilty person resides and collected with the monthly assessments.
3. In the event of any violation of the Rules and Regulations, Declaration 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, including attorney fees shall be assessed back to the account of the offending owner at the time they are incurred.

#### XIV. HOMEOWNER LANDSCAPING GUIDELINES

##### A. COMMON AREAS (see also Section III, Sub-section J)

Certain areas have been designated as Landscape Areas and will be maintained as required by the association. The Board of Directors, however, encourages homeowners assist in the maintenance of the landscape areas by beautifying their immediate landscape areas to their individual tastes and preferences. Along with this assumed responsibility, however, go certain requirements for attention.

##### B. TREES AND SHRUBS

Replacement of trees, shrubs, ground covers, perennials, grasses and vines in existing beds shall take into account their mature growth and be a reasonable distance from the foundation walls. Plants found on the Prohibited List cannot be installed.

1. After careful consideration of many factors, it is determined the following trees and ornamentals are **prohibited**:

<u>Common Name</u>	<u>Botanic Name</u>
Apple	Malus Pumila
Osage Orange	Maclura Pomifera
Black Walnut	Juglans Nigra
Pin Oak	Quercus Palustris
Box Elder	Acer Negundo
Popular Aspen	Populus Species
Catalpa	Catalpa Speciosa
Russian Olive	Elaeagnus Angustifolia
Common Buckthorn	Rhamnus Cathartica
Silver Maple	Acer Saccharnum
Cottonwood	Populus Deltoides
Silver White Poplar	Populus Alban Nives
Elms*	Ulmus Species
Tree of Heaven	Ailanthus Altissima
Female Ginkgo	Ginkgo Biloba (female)
Glossy Buckthorn	Rhamnus Frangula
London Plane Tree	Platanus Acerifolia
Mulberry	Morus Species

\*While the Elms are a prohibited family of trees, several species and varieties are permitted: Permitted varieties are: Lacebark Elm – *Ulmus Parvifolia*, Smoothleaf Elm – *Ulmuscarpinifolia* varieties (Homestead, Pioneer, Horizon, and Regal)

2. If a homeowner does not replace a tree after removal, the tree stump must be removed and the area restored with turf.
3. Landscape materials shall meet the following minimum size requirements when planted:

Shade trees – 2” caliper minimum  
 Flowering ornamental deciduous trees – 3’ height minimum  
 Evergreen trees – 3’ height minimum  
 Deciduous and evergreen shrubs – 1-gallon minimum

C. GROUND COVER

1. Ground cover including annuals, perennials, shrubs, vines, grasses, etc, will be allowed or disallowed at the discretion of the association board.
2. After careful consideration of many factors, it is determined the following plants, vines, ground covers, shrubs and grasses are **prohibited**:

<u>Common Name</u>	<u>Botanic Name</u>
American Bittersweet	Celastrus Scandens
Leafy Spurge (Wolf’s Milk)	Euphorbia Esula
Amur Honeysuckle	Lonicera Maackii
Mile-A-Minute Vine	Polygonum Perfoliatum
Asiatic (Oriental Bittersweet)	Celastrus Orbiculatus
Multiflora Rose	Rosa Multiflora
Bishop’s Goutweed	Aegopodium Podagraria
Porcelain Ivy	Ampelopsis Brevipadunculata
Creeping Jenny	Lysimachia Nummularia
Purple Loosestrife	Lythrum Salicaria
Crown Vetch	Coronilla Varia
Bachelors Buttons	Centaurea Maculosa
Curly Pondweed	Potamogeton Crispus
Tansy (Golden Buttons)	Tanacetum Vulgare
Japanese Honeysuckle	Lonicera Japonica
Tatarian Honeysuckle	Lonicera Tatarica
Japanese Knotweed	Polygonum Cuspidatum
Varigated Yellow Archangel	Lamistrum Galcobdolon
Japanese Silt Grass	Microstegium Vimineum
Water Chestnut	Trapa Ratans
Korean Barberry	Berberis Koreana

3. There are no minimum sizes required for ground cover, vines and grasses.

#### D. INERT MATERIAL FOR ROCK/STONE AND MULCH

1. Inert material cannot be used to spell out names, nicknames, names of states, city athletic teams, slogans, emblems, geometric patterns or any other communication.
2. Stones/rocks cannot be used as a bed-edging material without the expressed written consent of the board of directors and are not permitted in turf areas.
3. The board of directors' reserves the right to limit the number of stones or boulders used as decoration in a landscape.
4. Simulated rocks and stones are prohibited except to conceal dish reception devices.

#### E. DECORATIVE ROCK MATERIAL

1. Decorative rock is not permitted as ground cover. Stone mulch may be used providing it adheres to the following standards:
  - a. The minimum size rock/stone cannot be less than ¾-inch diameter.
  - b. The maximum size rock/stone cannot exceed 1-1/2 inch diameter.
  - c. Colors must be earth tone only, i.e. buff, beige, charcoal, brown or black.
2. Decorative boulders are approved as follows:
  - a. Moss Rock, Tan Limestone, Tan Sandstone and Granite

#### F. MULCH/BARK

1. It is important to purchase mulch from a reputable landscape provider to insure mulch is cleaned and free from insect infestation and disease.
2. Dark hardwood shredded mulch shall be used as inert ground cover.
3. Compost may be used on perennial and annual planting beds.
4. Other types of mulches as well as colored mulches require Board of Directors approval.

#### G. VEGETABLE GARDENS AND SEASONAL FLOWERS

1. Vegetable gardens are prohibited.
2. Seasonal flowers are exempt from approval providing plants do not exceed 36 inches tall. Seasonal flowers exceeding 36 inches in height require Board of Directors' approval.

#### H. Turf

1. Turf areas are not to be disturbed in any manner.