

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.

ARTICLE ONE

GENERAL

- 1.1 It is the resident's responsibility to avoid interference with underground utilities, landscape and snow removal activities.
- 1.2 Constant awareness of the need for cleanliness and care in controlling the problem of pests is expected.
- 1.3 Any repairing, remodeling, or moving shall be done between the hours of 8:00 AM and 9:00PM in consideration of other residents. Contractors are discouraged from working on Sunday if the project requires constant or repetitive use of loud equipment (electric saws, nail guns, ...) or generators
- 1.4 **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.
- 1.5 **STORAGE:**

Balconies, patios, and area between units are not to be used for storage of furnishings, containers, coolers, or miscellaneous items such as boats, bicycles, brooms, shovels, tires, animal and pet shelters, televisions, yard games, etc.

This is not intended to preclude regular outdoor porch furnishings, gas fire pits, gas grills, and planting pots year-round.

Patio exceptions during specified time periods include:

Kayak(s) or paddle board(s) (not to exceed a combined total of four), boat toys, mini-pools, inflatable rafts, coolers, children toys & rides, electric toy cars, wagons.

- Friday 5pm to Sunday 5pm during the months of April thru Oct.
- 5pm the evening before Memorial Day, Independence Day, Labor Day and Columbus Day to 5pm the day of the holiday.

Seawall level overnight storage:

- One horizontal outdoor storage box (not to exceed 105 gallons)
- Fake rock to hide pump

The following list may be stored from Friday 5pm to Sunday 5pm during the months of April thru Oct.; and 5pm the evening before Memorial Day, Independence Day, Labor Day and Columbus Day to 5pm the day of the holiday.

- Boat canvas cover, boat toys, inflatable water toys, chairs, tables, yard games.

Potted plants and plantings are forbidden on the seawall level.

- 1.6 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.

Towels and life jackets can be hung out to dry during day light hours on the patio, not overnight.

1.7 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.
- D. Remote working from home, as long as the work doesn't create a negative impact as far as parking, traffic, and using storage in the garage or other areas. More specific, the work should have limited deliveries, no employees, or clients or customers coming to the property.

1.8 Hot tubs and wood burning fire pits are forbidden outside the unit/ building.

1.9 Definitions:

Roofmate- Each building has two units. The owners of the two units are considered roofmates. Roofmates include units 1 & 2, 3 & 4, ... 29 & 30.

Doormate- Each unit has one neighboring unit where the front doors are visible to each other, with two exceptions unit 1 and 30 do not have a doormate. Doormates include: units 2 & 3, 4 & 5, ... 28 & 29.

1.10 BOARD TERMS:

Board member terms of office begin October 1 and end September 30.

ARTICLE TWO

ARCHITECTURAL

Prior to any changes or additions to the outside of the properties, homeowners are responsible for submitting an application to the Architectural committee for review and consideration (exception 2.3). If approved, the Architectural Committee shall forward the application, supplemental information, and a recommendation to the VoFH President.

Option 1: If the Architectural Committee unanimously approves and the President finds no foreseeable concerns; he/she may sign the application as approved and include the project on the next Board Meeting Agenda for Board ratification. The homeowner may begin the project after receiving the President's signature of approval.

Option 2: If the President has concerns, he/she will include the project on the next Board Meeting Agenda for the Board's review and determination. If approved, the President shall sign the application indicating Board approval. The homeowner may begin the project after receiving the President's signature of Board approval.

2.1 AWNINGS. A unit owner desirous of installing an awning must submit a detailed plan to the Architectural Committee including the manufacturing 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 location 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 owner's responsibility to repair.
- C. The Architectural Committee and Board of Directors must approve repairs.

2.2 BALCONY COLOR & POSTS must match the unit's color code (ie: Panda White, Totally Tan (orange), Summer House Beige or must be a natural wood stain excluding dark colors such as espresso, ebony, dark cherry, and wenge. Roofmates must agree to the color, submit one architectural application form for approval, and apply the exact same paint or stain. If said roofmates cannot come to an agreement the default color will be the unit color code.

Exceptions:

The topside of balcony floor may be painted/ stained a different color than unit. Bottom side of balcony floor may be painted/ stained same as topside or white.

Ceiling Panels & Gutter System affixed below the balcony deck and/or affixed to the balcony posts must be the same as the unit color or white

2.3 BALCONY: The maintenance and repair of balcony is the responsibility of the unit owner and the owner assumes all responsibility for liability associated with the balcony. Balcony attachments (ie: flagpole, hanging baskets, lighting and motion detector lighting, weather instruments, ...) must first be email approved by the Architectural Committee. President and Board approvals are not needed.

2.4 DRIVEWAYS:

Paver driveways and paver edging alongside the driveway is prohibited.

2.5 ELECTRICAL TO SEAWALL:

Permanent electrical must be buried, per applicable electric codes, and cannot be located over or through the retaining wall. All permanent electrical must be buried under retaining wall and grass. Application to Architectural Committee is required and includes final inspection.

Extension cords may be extended from building unit or patio outlet to be used to provide power to boat lift motor (no other purpose ie: lighting); however the extension cord may not remain extended to the pier. Extension cords must be immediately removed after each usage to raise or lower the lift. Safety is a high priority.

2.6 FENCES:

Fences and lattice dividers are prohibited.

2.7 LIGHTS & LIGHTING:

Motion detector security lights must be set to activate no further than the owner's property line. Motion detector lights shall not illuminate beyond the owner's property line. Lighting may not intrude on neighbors. When activated, the illuminated light bulb shall not be viewable by other property owners. If snow fall or rain activate lights, owner must shut off the unit until conditions improve.

Replacing or removal of any of the five building unit lighting fixtures and approved bulbs is prohibited. VoFH purchases uniform lighting units that must remain attached to the unit.

Rope lighting and colored lights are prohibited unless owner and/or guests are outdoors. Owner must submit application to Architectural Committee. If owner is not outdoors, lights must be turned off. Exception seasonal holiday lighting.

Holiday laser light displays are limited to homeowner's property and may not project to other property or units.

2.8 PATIO:

A. Patio edge (harbor side) cannot extend beyond the balcony/deck floor (2 by 12).
Patio edge may not extend beyond kitchen side of balcony/deck floor (2 by 12).

Patio edge may not extend beyond original concrete footing edge (located closest to patio trees and/or fireplace flue).

B Storage on patio- See Article 1.5 General

2.9 PATIO FLOWER BOX:

Landscaping pavers/stones/blocks and plantings cannot extend beyond 3 feet from approved patio edge.

2.10 SATELLITE DISH:

Homeowner must submit application to Architectural Committee. Installation to balcony only, may not attach to harbor side of balcony.

2.11 SKYLIGHTS, SHUTTERS, AND GARAGE DOORS:

Homeowner is responsible for all costs including skylight, shutters, and garage door purchases, installation and maintenance.

2.12 SUNSCREEN BLINDS AND EXTERIOR SHADE SCREENING:

A. Under balcony deck may be mounted on one of the three sides only.

B. Attaching to the exterior of units and/or over windows is prohibited.

2.13 UNDER DECK SCREEN ENCLOSURE.

A. Enclosed (permanent, temporary, seasonal) structures are prohibited.

B. Mesh screen curtains are acceptable during mosquito season.

2.14 IRRIGATION PUMPS- All permanent irrigation pumps must be installed next to the building. Exception: Permanent irrigation pumps hidden under rock near seawall. Temporary Pumps for intermittent usage and attached to roll up hoses may be temporarily placed on the seawall during actual watering usage. After each usage, the pump and hoses must be removed from the seawall level.

2.15 ROOF OVERHANG- Installing a roof overhang above lower level patio door is prohibited.

ARTICLE THREE

LANDSCAPING

Prior to any changes or additions to the outdoor plantings (exception 3.1), homeowners are responsible for submitting an application to the Landscaping Committee for review and consideration. If approved, the Landscaping Committee shall forward the application, supplemental information, and a recommendation to the VoFH President.

Option 1: If the Landscaping Committee unanimously approves and the President finds no foreseeable concerns; he/she may sign the application as approved and include the project on the next Board Meeting Agenda for Board

ratification. The homeowner may begin the project after receiving the President's signature of approval.

Option 2: If the President has concerns, he/she will include the project on the next Board Meeting Agenda for the Board's review and determination. If approved, the President shall sign the application indicating Board approved. The homeowner may begin the project after receiving the President's signature of Board approval.

3.1 FLOWERS & PLANTINGS- HOMEOWNERS CHOICE:

The homeowner is responsible for cost, maintenance, selection of plantings and ground cover in the area between the homeowner's sidewalk and the building (from garage to front stoop); and the area between the side steps and the building (front stoop to back & side corner of the building).

Height may not exceed roof gutter height or 10 feet whichever is lower.

3.2 FLOWERS & PLANTINGS- STREET LEVEL BETWEEN ROOFMATES:

The homeowner is responsible for cost, maintenance, selection of plantings and ground cover. Selection of plantings must have Landscaping Committee approval. Board approval is not needed. Roofmates are encouraged to agree upon ground cover (ie: mulch, pea gravel, ground cover plants...). Trees are prohibited in this area.

3.3 FLOWERS & PLANTINGS- PATIO LEVEL:

The homeowner is responsible for submitting plans and seeking Landscaping approval prior to purchasing flowers, bushes, plantings... located on the patio level. Board approval is not needed. This includes everything from the buildings back wall to the retaining wall. The Height of bushes and plantings (doormate side of patio) is restricted to five feet. Patio flower box (See Article 2.9)- Acceptable plantings include feather Reed Grass, Prairie Dropseed, Dwarf Fountain Grass, Brookside Geranium, Summer Beauty Onion, Happy Returns Daylily, Goldsturm Black-Eyed Susan, Walkers Low Catmint, and plantings of similar shape and sizing. Prohibited list includes Dense Yen, PJM Rhododendron, Dwarf Korean Lilac, Endless Summer Hydrangea, Little Henry Virginia Sweetspire, and plantings of similar shape and sizing. *These are not intended to be all-inclusive lists, the lists offer guidance.*

3.4 FLOWERS & PLANTINGS- SEAWALL LEVEL (area between retaining wall and seawall): Flowers, trees, potted plants and all other plantings are prohibited.

3.5 PATIO TREES BETWEEN "ROOFMATES":

The approved listing of trees (all slow growing trees).

- Dwarf Alberta Spruce"
- Emerald Green Arborvitae
- Pyramidal Arborvitae

If a patio tree(s) are removed, the same quantity of approved trees must be timely planted in the same location between roofmate patios. Pavers, boulders, bushes, ... cannot be substituted for patio trees.

Dead and/or hazardous patio trees must be removed and timely replaced with an approved tree type.

Stumps must be removed from the ground and further removed from the owner's property in a reasonable time after the tree is removed.

Patio trees may not exceed the height of the roof gutter. Roof mates must agree to trim trees when needed and/or when the height meets or exceeds the roof gutter in height. Cost of trimming needs to be discussed and agreed upon with roofmate. Trimmed tree must remain cone shaped in appearance. The tree drip line (outermost circumference) must be no closer than 10 inches from the building and 30 inches from the fireplace exhaust flue; or more if required by safety code.

Selection of plantings and location must have Architectural Committee recommendation and Board approval.

3.6 "STREET LEVEL" TREES BETWEEN "DOORMATES":

Acceptable trees must have a mature height less than 10 feet. Homeowners of trees are responsible for timely raking and removing fallen leaves.

One tree between doormate units is acceptable. To clarify, this is not one per unit, this is one mutually agreed upon tree between doormate owners. Exception-unique lot sizes (lots 10, 11, 12, 13, 18, 19, 20 and 21) may have one tree each located between doormate units. Additional trees for these unique lots must have Landscaping Committee and Board approval.

Doormate homeowners must jointly submit a landscaping form to the landscaping committee requesting approval for the type of tree and location.

Selection of plantings and location must have Landscaping Committee recommendation and Board approval.

3.7 "STREET LEVEL" TREES BETWEEN "ROOFMATES":

Trees are prohibited between roofmate driveways and garage units.

ARTICLE FOUR

ADVERTISING

4.1 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. All signs should be removed within twenty-four (24) hours after the conclusion of the sale.
- C. No banners, flags, or streamers are permitted for promotional purposes.

4.2 SOLICITING:

No soliciting is permitted on the property without prior consent from AGCCA Board of Directors and a permit from the County of Lake.

ARTICLE FIVE

ANIMALS

- 5.1 Owners of pets are responsible for preventing their pets from creating a disturbance or nuisance to other residents at ALL times.
- 5.2 Residents are immediately responsible for cleaning up after their pets and family & guest pets.
- 5.3 Pets should be kept away from trees and plantings.
- 5.4 It is required that all animals be leashed and under the control of its owner when outside and / or off the owners' property. Invisible pet fences and the use are prohibited. Tying up a pet and/or the use of unmanned retractable type leashes are prohibited.
- 5.5 Residents are responsible for any damage caused by their pet or pets brought into the area by their family and guests.
- 5.6 The raising, breeding or maintaining of any livestock, poultry or animals on the property shall be prohibited.
- 5.7 No more than two pets (dogs and/or cats) may be kept and/or be present in any one of the dwelling units and/or on any lot including outlot A. The two-pet limit per lot/ parcel boundary (ie: inside and outside the unit) shall include owner pets, visiting pets, and family pets. Kept shall include pets of owners, visiting pets, and family pets.

- 5.8** 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 10.6 Daily Penalties and Fines.

ARTICLE SIX

GARBAGE

- 6.1** 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.
- 6.2** All trash cans or garbage receptacles must be stored out of sight, i.e. in the garage and not outdoors no later than midnight of the day of the pickup.

ARTICLE SEVEN

VEHICLES AND PARKING

- 7.1** No boat, trailer, house trailer, motorized recreational vehicle, commercial vehicle or snowmobile shall be parked in excess of 48 hours between Jan 1- July 15 and 48 hours between July 16- Dec 31 in the open or on any driveway nor parked between the hours of midnight and 8:00 AM 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 or sign wraps referring to or having painted on their side reference to any business or commercial undertaking.
- 7.2** No form of vehicle maintenance is permitted. Exceptions include: emergency repair, washing and cleaning.
- 7.3** At no time will a vehicle block building exits, sidewalks, fire hydrants, mailboxes, driveways or other parked vehicles.
- 7.4** Since the roadways are also fire lanes, they must always be kept open for emergency vehicles.
- 7.5** No parking shall be permitted on any street between the hours of midnight and 8AM or whenever there is a snowfall of two (2) inches or more. This restriction shall continue until the snow is removed.
- 7.6** Parking violations will be reported to the Antioch Community Golf Club Association, which will retain exclusive enforcement responsibility.

ARTICLE EIGHT

NOISE

- 8.1** Any noise regardless of its source (TVs, stereos, engines, radios, etc) that unreasonably disturbs others is prohibited.

ARTICLE NINE

THE HARBOR

- 9.1. 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 entry or incursion onto the property of another unit shall be considered an act of trespass unless permission is given by the unit owner for entry upon his/her property.
- 9.2 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.
- 9.3 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.
- 9.4 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. Pier boards may be covered with carpet with Architectural Committee and Board approval.

Homeowners are encouraged to disconnect the pier from the seawall prior to Nov 1 annual drop in water levels and prior to anticipated flood water rising above the seawall. See 9.11 homeowners' responsibility.

- 9.5 LIFT STATIONS:** The Board of Directors as Property Governor shall have the authority by virtue of these Rules and Regulations to regulate the installation and placement of lift stations as in their best judgement 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, temporarily removed from the water, 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. Exception: temporarily placed on lot for maintenance repairs. 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 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.
- F. Owner must provide a \$500 cash bond and/or contractor insurance certificate prior to installation, removal, or relocation of a boat lift. Any damage is contractor's responsibility, in the event there is no coverage, homeowner must pay.
- G. Pre-assembled lift stations; preparing for installation, must be "lifted from the bridge" by a crane vessel or delivered by water in lieu of transporting materials across neighboring properties. See 9.2 Activities. Similarly, boat lifts being removed must be hosted onto the bridge via a crane vessel.

9.6 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 or multiple boats shall not exceed twenty-five (25) feet per pier side. Total width of lifts and boats cannot encroach on neighbor's rights. Boat & lift placement must have Architectural Committee approval. Corner units must have access to one side of their pier, therefore both neighboring units may be limited to one boat.

9.7 BOAT HOLDERS: Piers with approved boat holders on one side shall not have additional boats moored on said side of the pier. The kayaks and paddle boards stored on "holders" shall be exempt from the boat limit rule; and the 25 feet multiple boat length rule, specifically "per pier side. Piers are limited to two holder units. Each holder unit is limited to two boats (kayaks or paddle boards). The highest point of the holder or boats shall not exceed four feet above the pier. Boats stored in the holder shall not extend beyond the beginning or end of the pier. Pier includes all dock beyond the walking plank attached to seawall. Boats in the holder may not extend over the topside of the pier; for safety concerns to those walking on the pier. Boats stored in the holder must be kept clean in appearance.

9.8 BOAT DEFINITION: Unless specified in a clause within Article 9 The Harbor, “boats” shall include licensed boats, kayaks, paddle boats, paddle boards, row boats, and inflatable water toys.

9.9 KAYAKS, PADDLE BOATS, PADDLE BOARDS- Winter Storage (11/1- 4/1):

Homeowners are encouraged to store off-site or in the garage. Kayaks and paddle boards may remain in boat holders. These must be covered, not sloppy in appearance. Covering color and material must have Architectural Committee’s prior approval.

If the pier does not have a mounted boat holder, owners may store two kayaks or paddle boards; or one canoe; or one paddle boat may be stored on the owners’ pier or boat lift. If stored on the piers, no additional items may be stored on the boat lift, and vice versa. These must be covered, not sloppy in appearance. Covering color and material must have Architectural Committee’s prior approval.

These items may not be stored on the seawall level, patio, patio level, or between units during the winter.

9.10 RETAINING WALL AND UTILITIES:

The cost and repairs of the retaining wall and steps are a homeowner’s responsibility. The homeowner is responsible for insuring all cable lines, water irrigation lines, and permanent electric lines are buried under and behind the retaining wall. Installing utilities over and/or through the retaining wall is prohibited.

9.11 SEAWALL:

Repairs and replacement of seawall are the responsibility of the HOA with the exception of the one or two stone seawall block(s) utilized by the homeowner for attaching to his/her pier. The individual homeowner(s) shall be responsible for their one or two block(s) associated with their unit. In the event the architectural committee deems it is necessary for the stone block to be replaced, the homeowner shall be responsible for the cost and replacement of the same stone block and color. The use of concrete as an alternative is prohibited.

Any work on the seawall requires a \$1000 bond and certificate of insurance from the contractor.

Disconnecting pier, see 9.4 Piers

9.12 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 the dwelling owner’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 item 9.6 is not exceeded.

Mooring to another boat is strictly prohibited as is anchoring in Outlot A and mooring to the seawall.

9.13 WINDOWS & DOORS:

The cost, maintenance and replacement of windows and doors are the homeowner's responsibility; and are not a cost to the Association. Double hung windows are not permitted. Windows may have a "slight" tint. Application must be submitted to Architectural Committee for review. Existing windows not in compliance may not be replaced with non-compliant tint. French doors are acceptable.

ARTICLE TEN

VIOLATIONS AND FINES POLICY

- 10.1** In accordance with Section 18.5 Chapter 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 of Rules and Regulations, a signed, written complaint must be submitted by an Owner, the property manager, a resident, or member of the Board. 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.
- 10.2** 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.
- 10.3** 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.
- 10.4** 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.
- 10.5** 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 fine may be charged to the assessment account of the owner of the unit and collected with the monthly assessments.

10.6 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.

Violations related to 5.7 will incur a daily fine of \$25.00 per animal, per day commencing on the second violation in a calendar year.

10.7 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: _____ North Long Drive, Antioch, IL Unit # _____

Date of Violation: ___/___/_____ Approximate Time: _____

Violation Location: _____

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 names of anyone else who was present.

Report submitted by: _____
Phone: _____
Address: _____ North Long Drive, Antioch, IL Unit # _____

I have made the above statements based upon my personal knowledge. I will cooperate with the Association and it's Representative and/ or attorney 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
PO Box 605
Lake Villa, IL 60046

VILLAS OF FAIRWAY HARBOR HOMEOWNERS ASSOCIATION

NOTICE OF VIOLATION

Date: ___/___/_____

To: Unit Owner _____
_____ North Long Drive, Antioch, IL Unit # _____

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

VIOLATION(S):

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 _____ pm.

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 _____
_____ North Long Drive, Antioch, IL Unit # _____

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(S):

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 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 \$_____ 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 of
Villas of Fairway Harbor Homeowners Association
Board of Directors