

## FAIRWAY VIEW ESTATES RULES AND REGULATIONS

The following are the Rules and Regulations of Fairway View Estates Homeowners Association ("Association"), in keeping with the Declaration of Covenants, Conditions, Easements and Restrictions of said Association ("Declaration") and the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, as amended from time to time.

**LATE FEE:** All assessments and any special assessments or other lawful charges of the Association are due within thirty days (30) of statements being mailed. Any payment of the foregoing, which is postmarked after the thirtieth (30<sup>th</sup>) day of the month in which payment is due, shall be considered late. All payments received will be applied in such manner as determined by the Board. Any payment of less than the full amount of all assessments and other charges which are due or any payment of less than the full amount of all assessments and other charges which are due or any payment which is made late shall cause the Owner to be subject to an 18% late fee and shall be added to and deemed a part of the Owner's Common Expenses.

**FINE SYSTEM:** A violation of any Covenant, Condition, Restriction, By-Law or Rule shall be subject to a fine not to exceed \$1,000 per violation and revocation of privileges until the fine is paid and the violation is corrected. The following is the adopted fine schedule that will be applied to all offenses:

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| 1 <sup>st</sup> offense   | <b>Warning letter (15 days to correct and/or request hearing with Board)</b> |
| 2 <sup>nd</sup> repeat/<br>Uncorrected offense                          | <b>\$50.00 (7 days to correct)</b>   |
| 3 <sup>rd</sup> repeat/<br>Uncorrected offense                          | <b>\$75.00 (7 days to correct)</b>   |
| 4 <sup>th</sup> repeat/<br>Uncorrected offense                          | <b>\$100.00 (7 days to correct)</b>  |
| <b>Subsequent repeat/Uncorrected offenses \$250 (7 days to correct)</b> |  |

The right to modify such fines, penalties, and charges shall be at the discretion of the Board. Any offense not corrected within the required time frame will be considered an uncorrected offense and will be handled accordingly. Also, upon further or continuing violation, the matter could be forwarded to the Association's attorney for appropriate legal action including Injunctive Relief, Forcible Entry and Detainer or Lien Foreclosure. All attorney's fees and costs incurred will be charged back to the owners' account.

**PROCEDURAL RULES:** If an owner violates or is otherwise liable for a violation of any of the provisions of the Declarations, By-Laws and/or Rules of the Association, the following shall occur:

1. All complaints that allege a violation has occurred must be in writing and must contain the information requested on the "Witness Complaint Form" (Exhibit A). The aforesaid Witness Complaint Form should be delivered to:

Townsend Realty & Management  
820 Edgebrook Drive  
DeKalb, IL 60115  
Email:Info@townsend-management.com

2. The owner shall receive a "Notice of Violation" (Exhibit B). The notice will be sent via both First Class and Registered Mail, return receipt requested, and may be issued by the management agent or the Association's attorney.
3. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Association requesting a Hearing with the Board of Directors. The protest must be in writing and it must be received by the Association within fifteen (15) days after the date of the "Notice of Violation".
4. Should no protest be filed within the time frame, the owner waives their right to a Hearing with the Board of Directors and the allegations of the "Notice of Violation" shall be considered true and taken as if confessed.
5. Should a protest be filed, a Hearing on the matter shall be scheduled with the Board of Directors no later than eight (8) weeks after receipt of the written protest. Notice of the date, time and location of the Hearing will be sent via both First Class and Registered Mail, return receipt requested.
6. At the Hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board's decision shall be final and binding on the owner.
7. Notices are deemed made when deposited in the United States mail, postage paid, to the owner.
8. Owners are responsible for violation and fines caused by their tenants, relatives and guests.

**PAYMENT FOR FINES:** Any owner fined under this policy shall pay all charges within thirty (30) days of the notification that such charges are due. Failure to make the payment within this time shall subject the owner to all of the legal or equitable remedies necessary for the collection of same, including Forcible Entry and Detainer.

**ADDITIONAL DEMANDS:** Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration and By-Laws and/or Rules and Regulations of the Association.

**ADDITIONAL ACTIONS:** The remedies in this policy are not exclusive and the Board may, in addition, take any action provided in the Declaration and By-Laws to prevent or eliminate violations, thereof or of the Rules and Regulations of the Association.

**DECLARATIONS AND BY-LAWS:** Rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to enforcement in accordance with this policy.

**GENERAL RULES:**

**A. ARCHITECTURAL CHANGES TO THE LOT OR DWELLING:** The Architectural Review Committee must approve all changes to the landscape, or dwelling on a lot, in writing. An Architectural Review Committee Plan Approval Request Form (Exhibit C) must be submitted EACH TIME approval is requested. The form must have attached two (2) copies of the plat with the change marked on it and a picture or brochure, if possible, of what is requested, including, but not limited to: fence type, swing set, play house, antennas, swimming pools, high voltage lighting, hot tubs, lawn ornaments, etc. At least two (2) weeks should be allowed from the date of receipt by the Architectural Review Committee. Any required permits must be obtained prior to construction. Any alterations should be completed within six (6) months of beginning the project.

**B. FENCES:** Fences are only permitted in accordance with the Governing Covenants and Bylaws.

**C. PETS**

1. No animal may be kept on or in any residence for commercial purposes, including breeding.
2. Only common household pets may be kept in a residence. Common household pets are limited to: cats, dogs, fish, encaged birds, hamsters, gerbils and guinea pigs. Exotic pets are not permitted.
3. The number of household pets kept in a residence may not exceed two (2) in total number.
4. Pets may not create a nuisance to other owners. Pets may not be offensive or vicious to other owners.
5. Pets outdoors must be on a leash at all times, and shall not be tied to trees, poles, or any other structure while unattended.
6. The owner shall have their pets' waste removed immediately after deposit.
7. Pets that are found to be nuisance, offensive or vicious by the Board of Directors shall not be permitted. Owners of these pet (s) shall be required to appear before the Board and may be ordered to remove the pets from the property after notice and a hearing.
8. An owner is responsible for the actions of the pets of anyone residing in or visiting his or her residence, and the costs of any violation caused by a pet shall be assessed to the owner.

#### **D. FLAG POLES**

1. Freestanding flagpoles shall be allowed subject to approval by the Architectural Review Committee and Board.
2. Temporary flagpoles may be attached to the front of the home for the purpose of flying the American flag.
3. The only flag permitted is the American flag, except seasonal or holiday flags unless otherwise approved by the Architectural Review Committee and Board.
4. Holiday/seasonal flags must be removed the week following the event.
5. Only one (1) flag shall be permitted at a time.

**E. HOLIDAY TRIM:** Tasteful holiday trim may be displayed from November 1 through January 31 provided that it is not excessive. Enforcement of the removal of holiday trim will be discretionary based on the weather.

**F. SATELLITE DISHES:** Per the 1997 revisions to the FCC Code, satellite dishes less than thirty-nine (39) inches in diameter will be allowed by the Fairway View Estates Association. However, they may not be affixed to the front of the house. Additionally, an Architectural Committee Plan Approval Request Form must be submitted and approved by the Architectural Committee prior to any installation. All satellite dishes must be placed in the rear unless the signal is impaired by such placement in which case a certified satellite dish installation company must document the problem. An alternate location will have to be Board approved. Where possible, the view of the dish must be blocked by evergreen bushes. Any dishes over thirty-nine (39) inches will be reviewed by the Board and may be considered depending upon location, size, etc.

**G. SWIMMING POOLS:** The following provisions are supplementary to the existing swimming pool requirements as stated in the governing documents:

1. All swimming pools are subject to all applicable zoning ordinances and building codes;
2. All swimming pools shall be in-ground pools;
3. All swimming pools shall be no larger than six hundred sixteen (616) square feet of water surface area;
4. The exterior swimming pool color, lighting, deck, stairs and materials that surround the swimming pool at grade level (i.e. grass, concrete, brick paver, decking, sand, or stone) shall be approved by the Architectural Review Committee.

**H. SWING SETS AND PLAY EQUIPMENT:** Swing sets and play equipment must be placed in the rear yard and be made of wood or molded plastic or other high quality non-metallic materials. Play equipment must be kept at least ten (10) feet from the lot line to protect the neighbor's property.

## **I. BASKETBALL HOOPS**

1. Permanently installed freestanding basketball hoops are allowed subject to approval by the Architectural Review Committee.
2. Portable basketball hoops shall be allowed provided that they are only weighted internally and in accordance with the manufacturers specifications. No bricks, sand bags, concrete blocks or external weights of any kind.
3. No basketball hoops are to be attached to the house.
4. Basketball hoops must be installed a minimum of eight (8) feet from side property line and ten (10) feet from the front property line.

**J. DRIVEWAYS:** All asphalt driveways shall be free of cracks and or buckles and maintained in good order.

**K. POOLS:** No above ground pools shall be allowed.

**L. VEHICLE:** Any commercial vehicle, boat, camper, trailer, truck, minibike or snowmobile shall not be stored on the Property Areas (permanently or temporarily), except upon approval by the Board; provided, however, that passenger vehicles of any Owner may be parked in any Dwelling Unit driveway. Storage within a garage of such vehicles is permitted. The term "commercial vehicle" as used herein shall include any automobile, truck or wheeled equipment bearing any sign, logo or writing which relates or refers to any commercial enterprise. No commercial activity shall be conducted within any garage. Except for maintenance or emergency vehicles, no vehicles shall be permitted to park on the Community Areas except as may be expressly designated for parking or as may be permitted by the Board. No motor vehicles in non-operative condition shall be parked anywhere on the property, except in garages.

**M. NUISANCE:** No nuisance, noxious or offensive activity shall be carried on in the Community Areas or Dwelling Units (including garages) nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the Owners or Occupants of the Dwelling Units. Notwithstanding any other provision herein, any Owner, including Declarant, or their assigns, shall be entitled to conduct on the Property all activities normally associated with or convenient to the development of the Property and the construction and sale of single-family residential Dwelling Units on the Property.

**N. USE RESTRICTIONS:** Each dwelling shall be used only as a residence; provided, however, that no owner shall be precluded with respect to his dwelling, from keeping his personal business records, home office or account books therein.

**O. GARDNES:** Gardens must be in the rear of the property and may not interfere with the 7.5' utility easement. Gardens must be maintained within an enclosed box with sides and twelve (12) inches off of the ground. Garden size cannot exceed 4' x 8'. Plans are subject to approval by the Architectural Review Committee.

**P. Recreational Equipment:** No recreational equipment is to be left out overnight on any portion of the residence. All toys, bicycles, strollers, skateboards, temporary pools/ slides, tents, etc., must be stored indoors overnight. Temporary use allowed with prior notification

and Board Approval.



