

**Rules and Regulations**  
**Fairfax Commons Silvercrest Condominium Association**

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# FAIRFAX COMMONS SILVERCREST CONDOMINIUM ASSOCIATION

## Rules and Regulations

### 1. PAYMENT OF MONTHLY ASSESSMENTS AND SPECIAL ASSESSMENTS

- A. Monthly assessments and special assessments are due on the first of the month.
- B. Late charges for monthly assessments will be assessed and regulated by the Fairfax Commons Silvercrest Condominium Association. A late fee of \$25.00 will be charged for any monthly assessment received after the 15<sup>th</sup> of the month.
- C. 60 days arrears sent to legal collection.

### 2. LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

- A. All unit owners who do not reside in a unit owned by them shall provide the Board with their permanent residence addresses and phone numbers where they can be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating a unit owner who fails to provide such information shall be assessed to the unit owner's account. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit. The Board shall not be liable for loss, damage, injury or prejudice to the rights of said unit owner caused by any delays in receiving notice resulting there from.
- B. No unit owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes.
- C. Leases of any unit in Fairfax Commons Silvercrest shall be no less than 12 months.
- D. No unit shall be occupied without a copy of the Lease or Renewal of Lease being provided to the Association.
- E. Every lease shall be in writing and shall be subject in all respects to the provision of Declaration, By-Laws and Rules and Regulations of the Association.
- F. The Association shall be given both a signed original and rider (Exhibit A) to every lease of any unit on the property prior to the effective date of said lease; however, in no event shall the lease be submitted any later than ten days after signing of said lease. Any expenses incurred by the Association in obtaining these documents shall be charged back to the unit owner.
- G. Any lease of a unit in Fairfax Commons Silvercrest exists at the time this resolution is adopted and which is on file with the Association, pursuant to paragraph 2F, at the time this resolution is adopted, and which is less than one year in duration may continue in full force and effect, until one year from the date of the adoption of this Resolution, at which time all leases shall be at least one full year duration.

### **3. LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS (Continued)**

- H. Each unit owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations.
- I. Unit owners and/or tenants are responsible for seeing that their guests comply with all Rules and Regulations of the Association.
- J. The Board may bill the cost of repairing damage to the common elements caused by a renter to the unit owner.
- K. If any unit owner or tenant violates any of the provisions of the Rules and Regulations, Declaration or By Laws, the Board shall send to the tenant and unit owner a written statement notifying the unit owner of the violation and the date thereof.
- L. The Association reserves the right to institute an action in forcible entry and detainer against the appropriate parties for repeated violations of this Section 2.

### **4. GENERAL RULES REGARDING VEHICLES**

- 1. Parking of any vehicles on all roads and cul-de-sacs is permitted only in accordance with the following Village of Bartlett ordinance:
  - a. Between the hours of 2 AM and 6 AM special permission for overnight parking must be obtained from the Village Police Department.
  - b. Parking is prohibited on all roads and cul-de-sacs after a 2" snowfall
- 2. Vehicles may not be parked, maintained, or stored as to obstruct passage of other vehicles on the property.
- 3. All vehicles are restricted to paved surfaces.
- 4. There shall be no parking on route of passage across any other portions of the property, including all lawn areas, sidewalks and fire lanes.
- 5. Vehicles shall not be parked, maintained, or stored in a manner, which interferes with egress to or egress from a driveway or other portions of the property.

#### 4. GENERAL RULES REGARDING VEHICLES: (Continued)

6. Each owner of a unit, subject to the Rules and Regulations and Declarations and By-Laws, shall have the exclusive right to park, 2 vehicles wide, on the unit owner's driveway and to park two vehicles in the garage.
7. Permitted vehicles shall not be parked, maintained, or stored on a driveway or any other area reserved for the exclusive use of (1) owner without the express permission of the owner or resident having the right to exclusive use, possession and control of that area. Said vehicles must be parked so that each is aligned with the garage door and side of car door may not extend beyond side of garage door. No perpendicular parking.
8. Trucks and/or commercial vehicles may not be parked on driveways or in guest areas. RV's may be temporarily parked on the unit owner's driveway or in guest parking area for the purpose of loading or unloading. RV's may not be parked on driveways or in guest parking areas overnight between the hours of 10:00p.m. and 8:00a.m. Boats, trailers, trucks, commercial vehicles and recreational vehicles may be parked in the unit owner's garage. All licensed vehicles such as, but not limited to, go carts, mini-bikes, snowmobiles, motor bikes, etc. are strictly prohibited from being operated on, or from being parked on the common areas.
9. All vehicles on Fairfax Commons Silvercrest Condominium Association property MUST BE FULLY OPERATIONAL AND PROPERLY LICENSED. Vehicles MUST NOT be left unattended in a state of disrepair (including flat tires) or other hazardous conditions.
10. Common area parking is limited for GUEST USES ONLY and temporary parking or resident parking of passenger vehicles is limited to a (24) twenty-four hour consecutive period.
11. It is the homeowners and tenants obligation to notify their guests of the appropriate parking areas.
12. Guest parking shall not be used for more than 14 days without permission from the Board in writing.
13. Residents shall use driveways and garages of their units for primary parking of their own passenger vehicles. Street parking and parking areas shall be for guest parking only.
14. Any vehicles used for storage of machinery, work materials, etc. is prohibited unless parked inside unit owner's garage with the door closed. Driveway parking for these vehicles is strictly prohibited.

#### **4. GENERAL RULES REGARDING VEHICLES:** (Continued)

15. No auto repairs, including oil changes and miscellaneous maintenance may be done outside the garage.
16. No snowplows other than those contracted by the Association are permitted on the streets or common areas of Fairfax Commons Silvercrest Condominium Association, except The Village of Bartlett.
17. Abandoned vehicles shall not be permitted on the property. A vehicle shall be deemed abandoned if (i) it is in a state of disrepair rendering it incapable of being driven in its present condition; (ii) it has not be used or moved for seven (7) consecutive days or more; (iii) it does not have a current, valid vehicle license plate; or (iv) the action of the owner and condition of the vehicle clearly indicate that the vehicle has been abandoned. Once a vehicle has been deemed abandoned, a sticker will be placed on the vehicle to call the abandonment to the attention of the owner. The police department will cooperate in contacting the owner of the vehicle. After forty-eight hours, the abandoned vehicle will be removed by the Police at the expense of the owner of the vehicle.

#### **5. ASPHALT DRIVEWAYS AND COMMON AREA PARKING**

Asphalt driveways and common parking areas are the responsibility of the Association for maintenance repairs and replacement.

Portable Firepots — Wood burning outdoor fireplaces are not allowed on lawns and driveways. The heat from these devices will not only burn the lawns but will harm the integrity of the asphalt driveways.

Car Washing — Do not apply tire dressings on the asphalt driveways as they contain chemicals that will deteriorate the asphalt.

## **6. BICYCLES, SCOOTERS, SKATEBOARDS**

- A. Bicycles are restricted to the streets and sidewalks and shall not be used on common grass areas. Cyclists shall observe all State of Illinois rules.
- B. Motorized scooters are illegal in the Village of Bartlett. Foot powered scooters are allowed on sidewalks.
- C. Skateboards are illegal in the commercial areas of Bartlett. They are legal on sidewalks and trail areas. Their use shall not endanger any person or property, obstruct or impede pedestrian or vehicular traffic and/or fail to yield the right of way to pedestrians using the sidewalk or public right of way.

## **7. POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

The following Policies and Procedures Regarding Enforcement are applicable only to vehicles and shall supersede the provisions of Appendix A only as to vehicle violations in case of conflict.

- 1. The provisions set forth herein are intended to supplement, but not replace, the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these Vehicle Regulations.
- 2. In the event of a violation of these Vehicle Rules, the Board or its duly authorized agents shall send a Notice Violation to the unit owner.
- 3. Any failure to protest a Notice of Violation under these Rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit Owner as set forth in the Policies and Procedures Regarding Enforcement.

## **7. POLICIES AND PROCEDURES REGARDING ENFORCEMENT** (Continued)

4. In addition to providing notice of any violation in accordance with the above provision, the Board may also take any or all of the following actions:
  - a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, type of vehicle and color, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations in a form similar to that which is attached to Exhibit "C." All such records of violations shall be kept by the Association in the manner designated by the Board.
  - b. Identify or attempt to identify the Unit Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  - c. Identify or attempt to identify the vehicle owner, if not a Unit Owner, and notify that owner of the violation.

## **8. GARAGES**

1. Under no circumstances may garage doors be left open overnight.
2. No exterior alterations may be made to garage doors.
3. Major car repair or repairs that cause any nuisance, fire hazard, or annoyance to neighbors are prohibited. Any work or activity producing noise in garages is prohibited before 9 A.M. and after 10 P.M. Care and consideration for others must be exercised if the garage is used for minor repairs or maintenance of vehicles.
4. The use of barbecues and/or food smokers in garages is prohibited. Barbecues and/or food smokers are to be removed from the driveway and common areas after 8 hours of use.
5. Garages shall be used primarily for storage of vehicles and other personal items.
6. Gasoline and solvents shall be stored in proper containers.
7. If a unit owner stores anything in a garage that may harm other units or its occupants, the unit owner shall remove it, after written demand by the Board.
8. Nothing shall be done or stored in a garage that causes harmful or offensive fumes to enter an adjacent unit, or adjacent garage.

## **9. GARAGE SALES**

1. Three garage sales per unit per year are permitted and requires a permit through the Village of Bartlett Clerk's office. No other garage sales will be allowed without the Association Board's approval.
2. Garage sales are to be confined to the garage and driveway of unit owner and not on common areas.
3. The removing of garage sale signs is the responsibility of the unit owner and to be removed immediately after the sale.

## **10. RULES REGARDING PETS**

1. No more than two (2) animals are allowed per unit. ONLY DOMESTIC ANIMALS shall be kept anywhere on the property. No animals shall be kept for breeding or commercial purposes. Pets are defined by Village of Bartlett Ordinance. (See Village Ordinances following.)
2. In accordance with the Village of Bartlett Ordinance, all pets must be leashed at all times while outside the unit.
3. No pets may be left unattended outside any unit AT ANY TIME including on decks, (balconies), patios, driveways and in garages.
4. Pet owners must clean up after their pets IMMEDIATELY and dispose of it properly. (SEWERS ARE STRICTLY OFF LIMITS for disposal of pet waste according to the Village of Bartlett ordinances.)
5. Pets must be controlled so as not to create a nuisance anywhere on the property.
6. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any common property or the property of another resident.
7. A unit owner is responsible for the action of pets living in or visiting his/her unit, and for the cost of repairing any damage caused by said pets.
8. No pet shall be allowed to urinate or defecate on patio or deck (balconies).
9. The violation of any pet rule may result in a Notice of Violation set forth in "exhibit "C".

## **10. RULES REGARDING PETS (Continued)**

10. Any unit owner who has been found guilty of two (2) violations of the above rules shall be deemed liable for having a pet, which causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances may, at its discretion, elect or order the unit owner to have the pet removed permanently from property upon (7) days written notice to the owner from the Board or its duly authorized agents.
11. Any unit owner, lesser, association officer or employee, noting mess or damage to any property caused by a pet, shall report the mess or damage to the Association in writing, identifying the pet and the owner of the pet or, if ownership cannot be determined, the unit in which the pet is kept.

## **11. GARBAGE & RE-CYCLING INFORMATION**

1. In accordance with Village of Bartlett Ordinance, garbage is placed on the curb in front of the unit no earlier than 6 PM on the day preceding the scheduled pick-up. (When holidays occur, the pick-up is one (1) day later.)
2. All trash must be securely sealed in plastic bags either inside or outside a garbage can.
3. Discarded lumber, cardboard boxes or cartons should be broken down and securely tied in bundles.
4. There should not be litter left in the common area. If it has blown on your area, please remove it as soon as possible.
5. No trash is to be left outside the unit except for pick-up. Trash cans and containers shall be taken inside no later than 9 AM of the day following pick-up.
6. Recyclables (Paper-Plastic-Glass) must be put into the containers furnished by the Village of Bartlett.

## **12. CHILDREN**

Playing in the parking areas of buildings is not permitted. Minors should be supervised while in the common areas for their safety.

## **13. NOISE**

1. We are allowed to listen to radio, stereo and TV as long as they do not interfere with the peace and quiet or our neighbors.
2. Unit owner/residents are responsible for the conduct of their guests in the unit and on common elements.
3. Unreasonable noise or disturbance is not permitted at any time. This includes excessive noise on patios and decks, including barking dogs.
4. Activities such as hammering and drilling should be done between 9AM and 10PM.
5. Units (no.'s 2 & 3) are not allowed to install wood flooring with the following exceptions; the bathrooms, kitchens and utility rooms.

## **14. EXTERIOR LIGHTS**

1. For safety reasons coach lights on garages must have the light switch "ON" at all times so the light sensor can function.
2. Floodlights are permitted to light up the American Flag (if you display the flag) and must have a timer so as not to infringe on your neighbor's privacy.
3. Motion lights are permitted on the rear of ground level units and should be timed so as not to exceed four (4) minutes of light.
4. Malibu and solar lights can be installed in the existing bedding areas as long as they do not interfere with our lawn service people. Malibu lights can be kept on all night for safety reasons. Extension cords are not to be used to power the Malibu lights.
5. All other exterior lights are subject to Board approval except holiday lights, as set forth on page 16. If approved by the Board, the owner shall be responsible to install and maintain the lights and will be the liability of each unit owner.

## **15. LIGHT BULB REPLACEMENT**

1. It is the responsibility of the unit owner to have outside bulbs replaced promptly. If the bulbs are not promptly replaced, the Association will replace them at the unit owner's expense.
2. All exterior light bulbs must be a maximum of 60 watt clear or inside frosted, except for patio/deck and entrance lights may be yellow bug lights.

## **16. LANDSCAPING AND LAWNS**

1. Flowers may be planted in existing bedding but not around trees or bush-like trees.
2. No fruits, vegetables or rose bushes are to be planted on any common area.
3. The Association or its contractors are not responsible for the flowers that are planted in the bedding by the unit owners/residents.
4. If damage to lawn or landscape can be attributed to a specific pet, the pet owner will be responsible for the repair cost.
5. One statue or icon, not exceeding 24" in height, may be displayed on the common elements of the property in the immediate vicinity of the owner's unit. Such statutes and icons must be removed from the common property no later than November 1 in order to prevent damage from snow removal operations. Neither the Association nor vendors will be responsible for any damage to statues or icons resulting from grounds maintenance or snow removal operations.
6. Damage done to the lawns from vehicles operated by unit owners or their guests will be repaired and the expense will be billed to the unit owner.
7. Edging is allowed with permission from the Association. To be uniform we recommend Red scalloped concrete edging 24 inches in length.
8. Mulch – Some homeowners desire to do their own mulching and we have no objections as long as they use cypress and red cedar mulch and not orange. Cypress and Red Cedar colors conform to that which is used by our lawn landscaping services.

## **17. LAWN AND LANDSCAPE WATERING**

In accordance with the Village of Bartlett regulations, buildings with odd number street addresses shall be permitted to sprinkle on odd days of the month and those with even numbers on even days of the month. This is in effect all year.

**FAIRFAX COMMONS SILVERCREST CONDOMINIUM ASSOCIATION**  
**(the "Association")**  
**RULES AND REGULATIONS REGARDING**  
**THE DISPLAY OF FLAGS**

**Definitions:**

A. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

B. A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

**THE DISPLAY OF ANY OTHER FLAGS, BANNERS, PENNANTS, POSTERS, OR  
LIKE HANGINGS IS STRICTLY PROHIBITED.**

**Rules and Regulations:**

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

1. The following are the approved guidelines to be followed when displaying American or Military Flags: The flag must be rectangular in shape not to exceed 3 feet by 5 feet in size suspended on a pole (maximum length 65 inches) mounted by a bracket which is affixed to the trim board or brickwork no more than 75 inches above the ground or porch floor. The bracket must be capable of supporting the pole and flag at a 20 to 45 degree angle from vertical without damaging the buildings exterior.

2. The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10, including but not limited to the following:

a. 6(a): It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaves in the open. However, when patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.

b. 6(b): The flag should be hoisted briskly and lowered ceremoniously.

c. 6(c): The flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed.

d. 7(h): When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag should be placed at the peak of the staff unless the flag is at the half-staff. When the flag is suspended over a sidewalk from a rope extending from a house to a pole at the edge of the sidewalk, the flag should be hoisted out, union first, from the building.

e. 7(i): When displayed either horizontally or vertically against a wall, the union should be uppermost and to the flag's own right, that is, to the observer's left. When displayed in a window, the flag should be displayed in the same way, with the union or blue field to the left of the observer in the street.

3. A flag pole or mount may not be installed on a portion of the Common Elements. A flag pole or mount may be installed on that portion of the property considered a limited common element that is under the exclusive use and control of an Owner, specifically the balcony, patio, or exterior surface of an Owner's Unit.

4. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the flag pole.

5. Once installed, the owner will be responsible for the maintenance of the flag pole. If additional cost is required to maintain the portion of property on which the flag pole is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the flag pole to perform maintenance, the owner will be advised accordingly.

6. The owner shall be responsible to fund the entire cost of any maintenance, repair or replacement to the property resulting from installation of the flag pole. In addition, the owner must restore the property to its original condition upon removal of the flag pole. Owner does hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims for maintenance or damages to the flag or flag pole. Owner shall display any flag at their own risk.

7. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the flag pole, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the flag pole.

8. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in

interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the flag pole must be removed prior to conveyance.

9. All flag poles must be installed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the flag pole by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized flag pole shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the flag pole in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

## **19. DECKS AND PATIOS**

1. No charcoal or wood burning devices are permitted on decks (balconies).
2. No bicycles, children's toys, furniture (excluding patio furniture) clothing or any other articles are to be stored on the deck or patio. See section 6, regarding Bicycles.
3. No rugs, blankets, etc., may be hung over deck railings.
4. No clothesline may be stretched across patios or decks.
5. No playground equipment, basketball nets, bicycles or recreational items (such as sports equipment, etc.) are permitted on common elements prior to 9AM or later than dark or 9PM whichever comes first.
6. Maintenance of balconies is the responsibility of the homeowner except the railing, which are painted by the Association.

When it is time to replace the decking, permission is necessary from the Association. We encourage the new composite decking materials now available from, the various building centers. TREX and CERTAINTEED are two composite manufacturers that should be considered. In order for composites to be warranted they should be installed by a certified installer. Decking colors to be approved by the board.

## **20. FIREWOOD**

In accordance with the Declarations and By-laws, page 35, article (i): "a reasonable amount of wood logs may be stored on the patio or balcony of those units equipped with a wood burning fireplace."

## **21. EXTERIOR PLASTIC SHEETING**

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

## **22. FENCES**

No fences are allowed of any height or any fixture, which could be considered a barrier or screen.

## **23. ELECTRIC BUG LIGHTS**

Electronic bug lights are only permitted when attended by the unit owner.

## **24. WINDOWS, SCREEN AND GARAGE DOORS**

1. Maintenance of windows, screens and doors (Entrance - Patio – Garage) is the responsibility of the unit owner.
2. The unit owner must completely and promptly repair windows, screens and all doors that are in need of repairs.

**FAIRFAX COMMONS SILVERCREST CONDOMINIUM ASSOCIATION**  
**(the "Association")**  
**RULES AND REGULATIONS REGARDING**  
**THE INSTALLATION OF SATELLITE DISHES**

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations:

1. Any owner interested in installing a satellite dish one meter or less in diameter should refer to the Association's instructions for installation of satellite dishes. Satellite dishes greater than one (1) meter in diameter are prohibited.

2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. This would include the Limited Common Elements of the Association only. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Elements without the prior written consent of the Board.

3. To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

5. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.

6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

7. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.

8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.

9. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the

payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish the owner must execute the attached hold harmless agreement.

10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.

11. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

## **26. SIGNS**

No signs, including but not limited to "FOR SALE" "FOR RENT" "OPEN HOUSE", political, etc. are to be displayed on the outside of the buildings or anywhere in the Fairfax Commons Silvercrest Condominium Association without the approval of the Board of Directors. (Refer to Open House application Exhibit "E"). One FOR SALE sign will be permitted in each of two interior windows of each unit except Units One and Four, where no window visible to street, may post 2' by 2-1/2" sign on common ground next to private sidewalks, between the sidewalk and the garage.

## **27. STORM DOORS – SIDELITES – PATIO DOORS**

Refer to Storm Doors - Standard Styles (See Exhibit Sheet on page 36)

## **28. COMMERCIAL ACTIVITIES**

No industry, business, trade, occupation or profession of any kind commercial, religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise shall be conducted, maintained or permitted in any unit. This restriction shall not be constructed in such manner as to prohibit a unit owner from: a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, 3) handling his personal business or professional telephone calls or correspondence there from. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the Declaration and By-Laws.

## **29. ARCHITECTURAL EXTERIOR MODIFICATIONS**

1. Unit owners must submit requests for exterior alterations or additions to the Board in writing. This includes but is not limited to storm doors and alterations of the decks and patios.
2. If any changes are made to the unit or property without the Board's written approval, the association shall, upon reasonable notification to the unit owner, restore the area or building to its original condition. All costs of the restoration will be at the owners expense.
3. The unit owner (seller) will disclose to the unit buyer any exterior modification that has not been made in compliance with these Rules and Regulations.

### **30. HOLIDAY DECORATIONS**

1. Exterior Holiday decorations can be installed earlier than one (1) month before the particular holiday but not turned on until one (1) month before holiday and removed no later than one month after the holiday with the exception of Christmas of which the decorations including gutter clips are to be down as soon as possible but no later than March 1.
2. Decorations may not extend beyond unit owner own individual residence without the permission from their neighbor.
3. Absolutely no decorations on the roofs. A fine of \$25.00 on 1<sup>st</sup> warning and a fine of \$25.00 each day thereafter will be assessed to the unit owner. Lights on the gutters may be installed with gutter clips only.
4. Holiday decorations, (garland and lights) are not permitted on stairs, railings or driveways. Inflatable seasonal decorations are not permitted.
5. Apparatus used for hanging and/or displaying the holiday decorations or lights may not be permanently affixed to any exterior part of the building.
6. Any damage done to the exterior of the unit caused by the hanging of decorations or lights shall be the responsibility of the unit owner/resident and repaired, or the Association will repair it at the unit owners expense.
7. In order to help everyone in our community have a safe and joyous holiday season, we would like to do a few things to help:
  - A. Lights or extension cords being used outside must be rated for outdoor use. This is for everyone's safety.
  - B. Do not put any extension cords or lights on the gutters without using gutter clips. Do not run them along any walkway or any part of the roof of the units. This is to help prevent any accidental cutting of the cords due to ice or putting the wires in a place where residents or snow removal personnel could accidentally become injured if they tripped or cut them. Extension cords and decorative lights on stringers may not run along walkway, sidewalk or driveway.

### **30. HOLIDAY DECORATIONS (Continued)**

- C. Do not hang the outside lights with nails or hooks, which bore into the wood or siding or masonry outside of the units. This is to help the year round appearance and also helps to keep the assessments down by lowering maintenance costs from any unnecessary repairs.
- D. Make sure all lights outside the unit are plugged into GFI (Ground Fault Interrupt) outlets or the outlets with the two buttons in the middle. This type of outlet should shut off the power if for any reason there is a short in the wiring.
- E. Do not leave lights that shine on the outside overnight, especially if they flash. No straw or hay bales on common grounds.

### **31. FLOWER POTS/BOXES/HANGING BASKETS**

- 1. Two hanging baskets may be hung on the garage and two on the patio/deck, if they are hung by non-visible ceiling hooks. No extending brackets may be used.
- 2. All flower boxes must extend on the inside of the deck for safety reasons. Units one (1) and four (4) may have only ornamental containers at the entrance areas; however they must not obstruct the flow of traffic. Units two (2) and three (3) may have ornamental containers only in the corners and not near the stairs. POTS OR DECORATIVE CONTAINERS ARE ALLOWED ON THE STAIRS, BY THE WALL SIDE ONLY.
- 3. All flowerpots, hanging baskets and dead flowers must be removed by November 1<sup>st</sup> and not displayed until April 1<sup>st</sup>.
- 4. Flowerpots are permitted on the driveways between April 1<sup>st</sup> and November 1<sup>st</sup>. But must not interfere with vehicles moving in and out of garage.
- 5. The Board reserves the right to require modification or removal of these items as mentioned in 1 through 4

### **32. BIRD FEEDERS**

Bird Feeders are allowed in trees as well as on shepherd hooks in the common areas. In trees feeders must be hung with rubber or safety hangers and must not be secured with nails or wires. They must not interfere with the landscapers.

Free standing bird feeders are not allowed. Birdbaths are allowed if they meet the following conditions: (1) are portable and can be carried by the average person and (2) is no higher than 38". They must not interfere with the landscapers.

### **33. GENERAL PROVISIONS**

All expenses incurred by the Board in connection with the enforcement of the provisions of the Declaration, By Laws, or Rules and Regulations including but not limited to court costs, attorney fees, all other fees and expenses, all damages, and any interest due the Association shall be charged to the defaulting owner.

All costs and fees for collecting delinquent assessments will be set forth in 10.2, page 39, of the Declaration.

These comprehensive Rules and Regulations shall be effective (30) days following notice to the Unit Owners which shall be given by mailing or delivering a copy of these Rules to the unit address or to such other address which is on file with the Association.

Revised 03/09/05

Revised 02/02/05

Revised 12/11/03

Revised 1/23/03



Addition to Appendix A, Violations and Fines -1. Notice of Violations

A-1V

A letter to the Association regarding a Violation must contain the following:

1. A dated letter , address of complaint with their signature
2. The address of the violator and the name if known. A Photo would be beneficial, but not required.
3. A statement of the violation that violated one or more Sections of the Rules and Regulations
4. The complaintant must also be present if the violator requests a hearing.

Revised 8-14-07

# FAIRFAX COMMONS SILVERCREST CONDOMINIUM ASSOCIATION

## Appendix A Violations and Fines

### **I. Notice of Violations**

- A. Violation Notices are issued by the managing agent, or anyone authorized by the Board to do so to the party committing the violation or allowing his tenants, guests, invitees or pets to commit a violation when one of more of the following occurs:
- i. The Association received a signed witness statement (witness statement forms are provided by the managing agent at no charge, see Exhibit B (complaint letter from a resident)).
  - ii. A Board Member or the managing agent issues a witness statement regarding an owner/occupant/guest based on his or her own observations.
  - iii. A written complaint is confirmed that a violation of one or more sections of the Rules and Regulations has occurred. Date and time must be provided.
- B. The Notice of Violation and Complaint Statement must be served on the alleged violator no later than 30 days following the date of the violation. Refer to Exhibit "C".
- C. The alleged violator shall have 14 days following service of Notice of Violation required above to:
1. Correct the violation or
  2. Request a hearing

If a violation is corrected, said determination to be made is the sole discretion of the Board, the Notice of Violation will be dismissed and will not count as a violation for purposes of future fines set forth in Appendix A, IV. The request for a hearing must be made in writing and be delivered to the Managing Agent or a Board Member.

If a hearing is not requested, the Board shall declare default and impose appropriate fines in accordance with these Rules and Regulations following hearing.

## **II. Contesting a Violation**

- A. The Board of Directors or its duly authorized committee shall hold a hearing on all complaints where a written request for hearing has been received.
- B. At the hearing, the person charged will have the opportunity to defend him or herself.
- C. The findings from the hearing will be submitted to the Board of Directors for disposition at its next regularly scheduled meeting.
- D. The person signing the Witness Statement Alleging a Violation must be present or the Complaint/witness Statement will be dismissed and cannot be brought again for the same violation at the same time and place, except in the event of a default, in which case the person signing the Witness Statement need not appear.
- E. The alleged violator may request, in writing, not less than 4 days prior to the scheduled hearing, one continuance of the hearing for a period not to exceed beyond the next scheduled Board meeting.
- F. If any resident is found guilty of a violation, the Board will notify the guilty party, in writing, (see Exhibit D) and a fine will be charged to the assessment account of the owner of the unit in which the guilty person resides and collected with the monthly assessment.
- G. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending owner at the time they are incurred.

## **III. Violation Notice Retention Period**

- A. Each violation is retained for one (1) year.
- B. If corrective measures are taken and no other violations are issued within one (1) year period, previous violation(s) will not be considered on subsequent infractions of the Rules and Regulations.

#### **IV. Fines**

Any violations of the Rules and Regulations will result in the following fines. Any expense incurred by the Association because of a violation(s) will be charged back to the unit owner in violation, including legal fees associated with collecting fines.

- a. First violation No charge ("warning")
  - b. Second violation \$25.00
  - c. Third violations \$50.00
  - d. Fourth violation \$75.00
  - e. Each additional violation \$100.00
- B. In the event of any ongoing and continuous violation(s), the Board reserves the right to levy a fine for each day the violation continues. The daily fines shall not exceed \$100.00.



**Fairfax Commons Silvercrest Condominium Association**  
**Exhibit "B" to the Rules & Regulations of the Fairfax Commons Condominium Association**

**Witness Statement Alleging Violation**

PLEASE PRINT OR TYPE. Complete all the information you know. Use additional sheets if necessary.

**INFORMATION CONCERNING COMPLAINANT TO VIOLATION**

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Complainant's Name	Address	Unit No.	Phone No.
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Name, addresses, Unit Nos. and Phone Nos. of any other Witnesses

**INFORMATION CONCERNING VOILATOR**

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Violator's Name	Address	Unit No.	Phone No.
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Name, Address, Unit No. and Phone No. of Unit Owner, if different

**INFORMATION CONCERNING VIOLATION**

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Violation Date	Time	Location
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Section(s) of Declaration, By-Laws or Rules and Regulations which was violated

Witness' Observations: \_\_\_\_\_

Were any photographs or sound recordings made: \_\_\_\_\_ Yes \_\_\_\_\_ No

By Whom: \_\_\_\_\_

Include all tapes, photographs and details, i.e. vehicle model, color, license numbers, with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS AND, IN THE EVENT A

**HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.**

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Fairfax Commons Silvercrest Condominium Association

Exhibit "C"  
Notice of Violations  
Page I

To: _____	Date: _____
_____	
Re: Violation of Declaration, By-Laws or Rules and Regulations	

You are hereby notified, as the Owner of the above referenced unit that you are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about (see below) and described as follows:

The Association is governed by its Declaration, By-Laws and various Rules and Regulations, which you are charged with violating. Please note that you must take the actions outlined in the Association's Polices and Procedures Enforcement if you believe the charges are unjustified. Under the rules, if you fail to request, in writing, a hearing within fourteen (14) days or fail to appear at a hearing on these charges, you will be found guilty by default and assessments, charges, costs, expenses and legal fees may be assessed against you and added to your account.

If a violation exists which has not already been corrected and you fail to make appropriate corrections, you will receive two (2) notices of violation, after which the Association will correct the violation at the violator's expense. Or, you may make the necessary corrective action and complete the applicable portion on page two (2) and return to the address below (only applicable if previous warning or violation has not been issued).

---

**All comments or concerns relating to this violation notice must be forwarded in writing to the following address (phone calls will not be accepted):**

Legum & Norman  
800 Roosevelt Road, Bldg A, Suite 100  
Glen Ellyn, IL 60137  
(630) 858-2678

**Fairfax Commons Silvercrest Condominium Association  
Established Date/Time and Place for a Hearing  
Notice of Violations  
Exhibit C I**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

1. If you have corrected the aforementioned alleged violation within 14 days you do not need to schedule a hearing. If the correction has been completed please complete this portion:

**CORRECTION ACTION TAKEN:**

\_\_\_\_\_  
\_\_\_\_\_

Only valid if applicable if warning or violation has not been previously issued.

DATE: _____	SIGNATURE: _____
-------------	------------------

**OR**

2. I hereby request a hearing on the charges made against me as contained in the Notice of Violation as numbered above alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Fairfax Commons Silvercrest Condominium Association.

Signature: X \_\_\_\_\_

Legum & Norman  
800 Roosevelt Road, Bldg A, Suite 100  
Glen Ellyn, IL 60137

Upon receipt of the above completed form (section #2) the Association will complete the following information and return to you:

Location of Hearing \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Time of Hearing \_\_\_\_\_

Please submit entire page. DO NOT cut in half  
Rev. 12/01

Fairfax Commons Silvercrest Condominium Association  
EXHIBIT "D"  
Notice of Determination Regarding Violation

TO: _____ _____	DATE: _____
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On \_\_\_\_\_, 20\_\_, you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. Pursuant to the Association Rules:

- ( ) The violation was corrected by you to the satisfaction of the Board of Directors and the Notice of Violation has been dismissed.
- ( ) A hearing was held at your request
- ( ) You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
  - ( ) You were found not guilty and no action will be taken.
  - ( ) A \_\_\_\_\_ violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred and the cost and expenses of enforcement in the amount of \$\_\_\_\_\_ are now due.
  - ( ) 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 ordered to have the damages or violation corrected or repaired at your own 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 Association.

Legum & Norman  
800 Roosevelt Road, Bldg A, Suite 100  
Glen Ellyn, IL 60137

Fairfax Commons Silvercrest Condominium Association

**Exhibit E**  
**"Open House" Application**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date(s) of Proposed "Open House:" \_\_\_\_\_

Time(s) of Proposed "Open House:" \_\_\_\_\_

Real Estate Agency: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Real Estate Agency: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

NOTE: Signs must not be placed before the start time and must be removed immediately following the end time approved. In the event of a weekend approval, sign must not be left out overnight.

**FOR OFFICE USE ONLY**

Approved by: \_\_\_\_\_ Date Application Received: \_\_\_\_\_

Date(s) approved: \_\_\_\_\_ Time Approved: \_\_\_\_\_

Disapproved by: \_\_\_\_\_ Date: \_\_\_\_\_

Reasons for Disapproval: \_\_\_\_\_

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_ AT \_\_\_\_\_ ILL**

Being a proper majority of the Board of the Association of the Fairfax Commons Silvercrest Condominium Association.

**Fairfax Commons Silvercrest Condominium Association**  
**Rules & Regulations**  
**Appendix**  
**The following are Village of Bartlett Ordinances:**

**5-1-1**

**TAME:** An animal which is gentle and docile.

**VICIOUS:** An animal with a propensity, tendency or disposition to attack, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or any animal, which attacks a human being or a domestic animal on two (2) or more occasions without Provocation.

**WILD ANIMAL:** An animal of a species not generally amenable to control or restraint.

**5-2-2:** LICENSE REQUIRED: It shall be the duty of every person owning, keeping or harboring any dog in the Village to register the same with the Village Clerk and pay a license fee as is hereinafter provided.

**5-2-3:** LICENSE APPLICATION AND FEE: Each applicant for a dog license shall submit such information as shall be required in the application form available at the Village Clerk's office, and each license application shall be accompanied by proof that the dog for which such application is made has been vaccinated for rabies. The expiration date of each dog license shall be one year from the date of the current rabies vaccination. The license fee shall be two dollars (\$2.00) for each dog for each year or for each part of a year for which a license is issued. Senior citizens shall be issued one dog license per household at no charge.

**5-2-4:** DOG TAGS; REGISTER: The person paying the fee hereinabove provided shall receive a metal dog license tag containing such lettering as may be directed by the Village president and Board of Trustees, without any extra charge therefore from the Village Clerk. Every dog kept in the Village shall be equipped with a collar, and this tag shall be fastened to such collar at all times when such dog is on any public street, alley or other public place. Any dog, which does not have such tag while in or upon any public street, shall be deemed to be a stray and shall be impounded.

**5-2-5: RUNNING AT LARGE PROHIBITED:**

- A. It shall be unlawful to permit any dog to run at large in the Village at any time. Dogs, which are on any street, sidewalk, alley or other public place without being held securely on a leash, shall be deemed running at large. Dogs, which are running at large, shall be taken up and impounded, by the Police Department.
- B. Any person violating any provision of this Section 5-2-5 shall be deemed to be guilty of an offense and shall be punished by fines not less than the following:

**5-2-10: EXCESSIVE BARKING, ACTIONS:** No owner shall fail to exercise proper care and control of his animals to prevent them from becoming a public nuisance. Excessive, continuous or untimely barking, molesting passersby, chasing vehicles, habitually attacking other domestic animals, trespassing upon school grounds or trespassing upon private property in such manner as to damage property, shall be deemed a nuisance.

**5-2-11: CRUELTY TO ANIMALS:** No owner shall fail to provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment. No person shall beat, cruelly ill treat, torment, overload, overwork, abandon or otherwise abuse any animals.

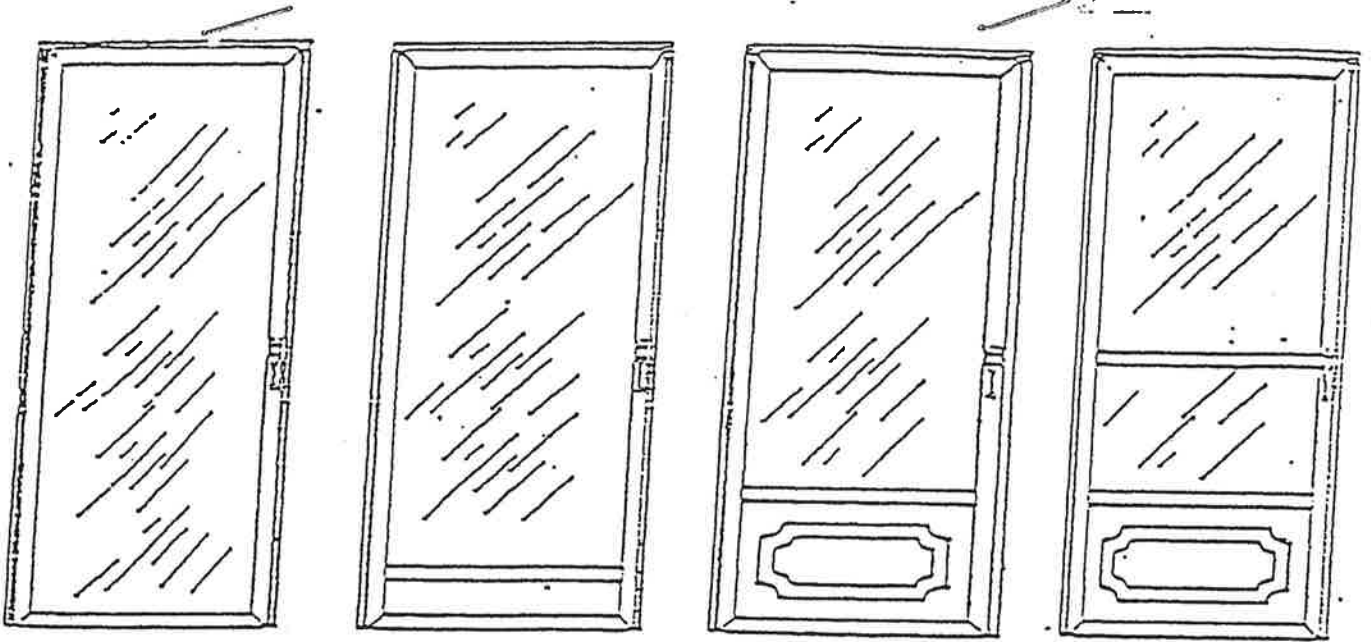
**5-2-12: CONTROL OF DEFECATION:**

- A. It shall be unlawful for any person to cause or permit a dog to be on any property, public or private, not owned or possessed by such person unless such person has in his immediate possession a devise for the removal of excrement and a depository for the transmission of excrement to receptacle located upon property owned or possessed by such person.
- B. It shall be unlawful for any person in control of, or permitting any dog to be on any property, public or private, not owned or possessed by such person to fail to remove excrement left by such dog to a proper receptacle located on property owned or possessed by such person.

**5-2-13: RABIES PREVENTION:**

- A. Procedure when animal is suspected of having rabies: Release of animal:  
All animals, which have attacked, bitten, scratched or otherwise injured any person so as to cause an abrasion or breaking of the skin of such person shall be impounded for a period of not less than ten (10) days. If, however, a licensed veterinarian or rabies inspector receives information and evidence that the animal has been previously vaccinated in accordance with the requirements of the State of Illinois, then said animal shall be confined either in a kennel under veterinary supervision or said animal shall be confined in the house of the said owner and shall not be permitted upon the public streets, unless, in the judgment of the rabies inspector or the licensed veterinarian, circumstances are such that the dog or other animal should be confined within a private home, it shall not be permitted to leave the home of the owner unless such dog or other animal is under the supervision of an adult, but, under no circumstances shall such animal be permitted upon the public streets. It shall be, presented for examination and observation by a licensed veterinarian on the first, fifth and the tenth days of a ten (10) day period, commencing within twenty four (24) hours of the date of the bite.

If you wish to install a storm door for your unit you may do so provided that you follow the guidelines listed below:



STANDARD STYLES:

Above include choice of deluxe antique brass lockset with key lock.

STANDARD SIZES:

36" X 80", 32" X 80", 30" X 80"

STANDARD COLORS:

White / Almond (Units 2 & 3 should match in color)

### **SIDELITES**

STANDARD SIZES:

12" X 80", 14" X 80"

STANDARD COLORS:

White/Almond (Units 2 & 3 sidelights match in color)

### **PATIO DOORS**

STANDARD SIZES:

5 ft. - 6 ft.

8 ft.

9 ft.

12 ft.

**FAIRFAX COMMONS SILVERCREST CONDOMINIUM ASSOCIATION**  
**(the "Association")**  
**RULES AND REGULATIONS REGARDING**  
**PAYMENT OF ASSESSMENTS**

1. Any member who is delinquent in the payment of any assessments, fines, late fees, costs or expenses to the Association shall be deemed to be not in good standing. The Board reserves the right to bar any member who is not in good standing, or his tenant, from the use of common facilities, party room and/or from participation, including voting and running for the Board of Directors, in Association elections.
2. All monthly assessments and any special assessments are due and payable on or before the first day of each month.
3. Any payment which is received after the 10th of the month shall be considered late and shall be charged a late fee of \$20.00.
4. A \$50.00 handling fee will be charged to the account when a check is returned for non-sufficient funds.
5. All payments must be made by check or money order.
6. Any account that is delinquent for more than sixty (60) days is subject to legal action. Once legal action has started, all legal fees and costs will be assessed to the account of the defaulting unit owner.
7. In the event a Unit Owner's account has been turned over for collection proceedings, the Unit Owner is permitted only one chance to cooperate under a payment plan. Failure to comply with a payment plan shall result in all outstanding fees being due immediately.
8. Any account turned over to our attorney's office shall be assessed all applicable court costs and attorney's fees. Under no circumstances will the Association waive the aforementioned cost.

**Associa**<sup>®</sup>

Vanguard Community Management

**Change to Fairfax Commons Silvercrest Rules & Regulations:****Page 10, #13 NOISE, Point 5**

Units #2 and #3 are permitted to install a laminate/resilient wood floor system throughout the entire unit; when installed according to attached specifications. Only click-locking flooring or glued-seam laminate wood flooring may be installed. FLOORING CAN NOT BE NAILED DOWN. This amendment does not include solid wood flooring or other materials such as ceramic, slate, granite, quarry, marble or other tiles. To obtain Board approval owner must complete an Architectural Improvement Application and Review Form as well as provide a copy of purchase receipt for the specific flooring and underlayment to be installed, prior to installation, as well as photos showing the flooring being installed on approved underlayment being submitted upon completion.

## SPECIFICATIONS

### FAIRFAX COMMONS

#### RESILIENT/LAMINATE FLOOR/FLOOR UNDERLAYMENT

Part 1 – General – The following specification is intended for use with Laminate/Resilient/Laminate Wood Flooring ONLY and does not include any other hard floor surfaces such as tile, slate, marble, granite, or similar floor finish materials. Please consult Association for clarification if necessary.

##### 1.01 Work Included

- A. Furnish all labor, materials, tools and equipment, and perform all operations necessary for the installation of a Resilient/Laminate floor system.
- B. All work to be performed shall be done in accordance with the flooring manufacturer's installation recommendations.
- C. Contractor/Installer to provide moisture/vapor barrier as recommended between concrete sub-floor and Resilient/Laminate Floor system as required per manufacturer.

##### 1.02 System Description

- A. Resilient/Laminate wood floor systems shall be isolated from the building structure using Resilient/Laminate floor underlayment and junction isolation material (as specified by flooring manufacturer). Finished floor materials shall be constructed over a composite sub-floor resting on the Resilient/Laminate floor underlayment and abutting junction isolation material.
- B. All Resilient/Laminate wood floor systems manufacturers, installers, and suppliers are to be familiar with UL Design No. 505 and its components (see attached sketch) as constructed for Fairfax Commons located in Bartlett, Illinois to adequately determine proper installation methods.

##### 1.03 Quality Assurance

- A. All owner/occupants installing a Resilient/Laminate Wood Floor system shall provide proof of purchase of an approved underlayment and flooring to the association prior to any work being performed.
- B. Resilient/Laminate floor underlayment and junction isolation material shall be designed and fabricated at facilities of a nationally recognized manufacturer having a minimum of five years experience in furnishing similar materials.

## Part 2 – Products

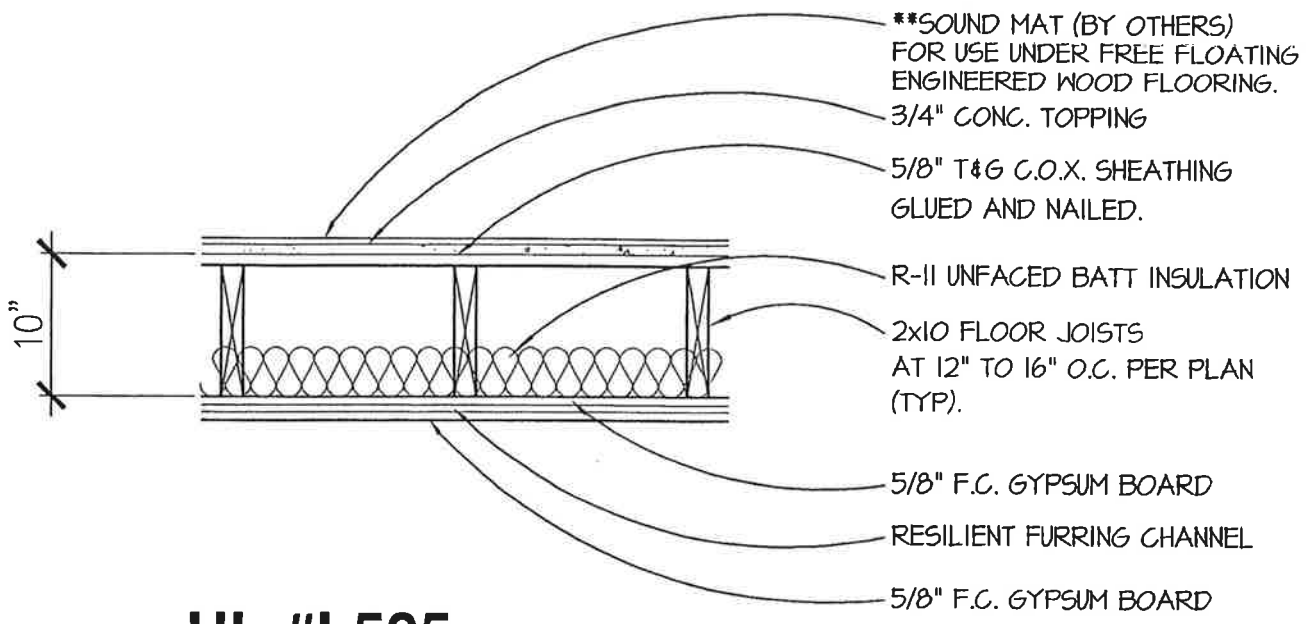
### 2.01 Materials

- A. All underlayment shall be individually tested by an independent acoustical laboratory per ASTM E90-97 and E492-900.
- B. Resilient/Laminate floors shall be constructed over Resilient/Laminate floor underlayment having sufficient capacity to be able to withstand maximum load of 1000 PSF without significant loss of resilience. At no point shall the compressive resistance be greater than 50% at 219.6 psi.
- C. Resilient/Laminate floor underlayment material shall be between 2.6 to 5 millimeters thick depending on product density.
- D. Fiberglass board shall consist of non-corrosive, non-combustible fiberglass.
- E. Resilient/Laminate floor underlayment material shall not shrink, swell, or decompose under dry or wet conditions.
- F. All Resilient/Laminate wood Floor underlayment shall be tested per ASTM E-84 for flammability and shall have a value of "0" for fuel consumption, smoke density and flame spread.

## Part 3 – Execution

### 3.01 Installation

- A. The installation of all Resilient/Laminate isolation materials specified herein, including those installed under other sections of the specifications, shall be in accordance with procedures submitted by the isolation material manufacturer.
- B. All Resilient/Laminate isolation materials and building components supported by the Resilient/Laminate isolation materials shall be free from rigid contact with any part of the building structure. Do not nail, screw, or otherwise fasten through the Resilient/Laminate isolation material to the residence.



**UL #L505**

**FLOOR SEPARATION**

**1**

SCALE: NTS

# *Fairfax Commons Silvercrest Condominium Association*

*c/o MC Property Management*

*14224 McCarthy Road ♦ Lemont, IL 60439*

*Office: (630) 985-2500 ♦ Fax: (630) 985-2583*

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## **MEMO**

**TO:** All Fairfax Commons Silvercrest Condominium Association Unit Owners  
**FROM:** Board of Managers  
**RE:** Amendment to the Association's Rules & Regulations - Rule Addition  
**DATE:** December 15, 2016

At the December 15, 2016 board meeting, the Board of Managers adopted the following rule addition to the Rules & Regulations of the Fairfax Commons Silvercrest Condominium Association, effective December 15, 2016.

Any unit owner not providing the proper information that is requested by Fairfax Commons Silvercrest Condominium Association or Management Company within the time frame that is specified will be subject to a minimum fine of \$25.00 per month.