

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

TABLE OF CONTENTS

1	INTRODUCTION.....	3
2	RULES	4
2.1	OWNER OCCUPANCY.....	4
2.2	STREETS AND DRIVEWAYS.....	4
2.3	PARKING	4
2.4	SIGNS.....	4
2.5	HOLIDAY DECORATIONS.....	4
2.6	BUILDING EXTERIOR	5
2.7	EXTERIOR LIGHTING	5
2.8	GARAGE DOORS	5
2.9	LANDSCAPING	5
2.10	REFUSE DISPOSAL	5
2.11	DRIVING	6
2.12	BARBECUE GRILLS.....	6
2.13	NUISANCES.....	6
2.14	PETS.....	6
2.15	POLICIES AND PROCEDURES REGARDING ENFORCEMENT	6
3	RESIDENT/OWNER RESPONSIBILITIES.....	10
3.1	MONTHLY ASSESSMENTS	10
3.2	COURTYARD/PATIO MAINTENANCE	10
3.3	INTERIOR MAINTENANCE	10
3.4	GUTTERS AND DOWN SPOUTS	10
3.5	OWNER INSURANCE.....	10
3.6	EXTERIOR SILL-COCKS	10
3.7	GARAGE DOOR	10
3.8	FISHING	10
3.9	SWIMMING.....	11
3.10	SEWERS	11
3.11	GARBAGE.....	11
3.12	INFORMATION SHEET.....	11
4	ASSOCIATION RESPONSIBILITIES	12
4.1	SNOW PLOWING	12
4.2	LANDSCAPING	12
4.3	ROOF & ROOFING.....	12
4.4	PATIO/COURTYARD WALL.....	12
4.5	PATIO/COURTYARD GATE.....	12
4.6	GARAGE DOOR	12
4.7	EXTERIOR PAINTING AND CAULKING	12
4.8	COMMON SEWER AND WATER PROBLEMS	12
4.9	DRIVEWAY AND SIDEWALKS.....	12
4.10	MANAGING AGENT CONTRACT	12

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

4.11	WATER BILL PAYMENT	12
4.12	INSURANCE	12
4.13	TUCK POINTING AND BRICKWORK	13
4.14	LEGAL	13
4.15	FENCES	13
5	BOARD RESPONSIBILITIES	14
5.1	ANNUAL MEETING	14
5.2	BOARD MEETINGS	14
5.3	ELECTION OF BOARD MEMBERS	14
5.4	COMMITTEES	14
5.5	GENERAL SUPERVISION.....	14
5.6	ASSESSMENTS AND DISBURSEMENTS	14
5.7	BOARD MAKE-UP	14
6	MANAGING AGENT RESPONSIBILITIES	15
6.1	CONTRACTS	15
6.2	SUPERVISION	15
6.3	BUDGET	15
6.4	REGISTERED AGENT	15
6.5	MEETINGS	15
6.6	TAX RETURNS.....	15
6.7	MAINTENANCE.....	15
6.8	SALES CONTRACTS	15
6.9	MINUTES	15
6.10	AUDIT.....	15
6.11	CONTRACTORS.....	15
6.12	FINANCIAL.....	15
6.13	SUGGESTIONS.....	16
	EXHIBIT A	
	EXHIBIT B	
	EXHIBIT C	
	EXHIBIT D	

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

1 INTRODUCTION

The Rules and Responsibilities set forth herein have been found to be helpful and necessary for the orderly enjoyment of the community common interest. Observance of these Rules and Responsibilities cited will enable all to live here and use our facilities with as few problems and additional constraints as possible.

The Fairfax Village Board of Directors represents the residents and is responsible for maintaining and enhancing the character of Fairfax Village, overseeing financial affairs, and operating the community under the townhouse declaration including formulating and enforcing Rules and Responsibilities thereunder.

Enforcement may include placing additional restrictions, towing, imposition of fines and liens, and in extreme cases eviction. Be assured that your Board, being composed of your neighbors who volunteer their time and effort, has no gratuitous desire to undertake sanctions, and would much prefer voluntary compliance.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

the Association's position is not strong enough to justify taking any or further action;

the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

These Rules and Responsibilities supersede any prior Rules and Responsibilities with which they may conflict.

Please retain these Rules and Responsibilities and refer to them from time to time. They are to be passed to the new owners when and if you sell.

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

2 RULES

2.1 *OWNER OCCUPANCY*

The occupancy of any unit shall be limited to one family. No resident/owner may rent his/her unit except as provided for by the Declaration.

2.2 *STREETS AND DRIVEWAYS*

Auburn and Asbury (considered Fairfax Village's only streets) and the driveways (also called courtways) shall not be obstructed, encumbered, or used for any purpose other than ingress and egress to and from the premises, excepting special circumstances described in Section 2.3 below. Bicycles, motorcycles, motorbikes, snowmobiles, boats, trailers, campers, motor homes, cars, trucks, vans, limousines or any other small vehicles shall not be allowed to stand in the streets or courtways. All vehicles will be cleared for snow removal and other maintenance requirements. Auburn and Asbury are dedicated city streets with all snow plowing and maintenance arranged for and controlled by the City of Rolling Meadows.

2.3 *PARKING*

Parking on Auburn or Asbury is prohibited, except for overflow guest parking. Vehicles of owners must not be left out of garages during the hours of 12:00 a.m. and 6:00 a.m., or for extended periods at other times. Guests may use the guest parking areas, but vehicles must be removed when snow plowing or other work on the street or driveways is anticipated. Such removal is the responsibility of the vehicle owner. It is the responsibility of each occupant to use the garage in a manner that does not impose on his or her neighbors. Repair or delivery vehicles shall be allowed ingress for limited periods. The Board of Directors may remove any vehicle without notice to the vehicle owner and at his/her expense if it is parked in a non-permitted manner or is deemed abandoned or inoperable. No vehicle shall display a "For Sale" sign except in guest parking areas. Guest parking areas are not restricted to unit owners. They are for the use of all Fairfax Village residents and their guests.

2.4 *SIGNS*

One "For Sale" sign may be placed near the entrance of a unit which is for sale. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner on any part of the outside of a building, or elsewhere in the common areas, without the prior written consent of the Board of Directors. The Board shall consider the special needs of the owners related to locations of their units in approving the design, size and locations of signs to attract prospective buyers.

2.5 *HOLIDAY DECORATIONS*

Holiday decorations are permitted but may be installed no earlier than one-month prior and shall be removed no later than one month following the date of the holiday. Any decorations that constitute a safety hazard are not permitted.

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

2.6 BUILDING EXTERIOR

No modifications or additions to a building exterior or landscape are permitted without written approval of the Board. No addition of any trees, shrubs, rocks, lawn decorations, plaques or signs is permitted without submitting in writing a full description of the proposed change, including sketches, dimensions, color and materials with estimated start and completion dates, and by whom work is to be done.

Also, a statement that the owner holds the Fairfax Village Association harmless from liabilities shall be submitted to the Managing Agent. No awning, door treatment or other projection shall be attached to the outside wall or roof of a building without the prior consent of the Board. No exterior aerials, radio or television, including television "dishes" shall be erected without the written consent of the Board. Any deviation will be subject to removal without notice and at the owner's expense. All replacement windows and/or doors facing the street, driveways or common areas must be of the same dimensions and proportions as the existing windows and/or doors and conform to the appearance of the other windows/doors in the village.

2.7 EXTERIOR LIGHTING

Each home has one electric eye power supply for one light to provide exterior decorative and required security lighting. Owners shall in no way interfere with the supply of electric power to this light. Maintenance of the electric eye and light is the responsibility of the Association. It is the responsibility of the unit occupant to report any malfunction to the Managing Agent. No installation of additional permanent exterior lighting either on the buildings or in the common areas shall be made without prior approval of the Board. The fixtures above the garage door and by the entryway are the Association's responsibility and shall not be changed by the unit owner.

2.8 GARAGE DOORS

All garage doors should be kept closed when not in use. Garage door replacements must conform to Association standards of quality and color. Steel garage door replacements must be the Clopay model 4050, 4400 or equivalent.

2.9 LANDSCAPING

The Association appointed landscape contractor will do all exterior landscaping. No resident may alter, install or remove any trees, shrubs or other landscaping without written approval of the Board and/or Landscape chairman. There will be no other impediments to detract from the appearance and character of the Common area. Private landscaping on common areas, which have been approved by the Board, shall be maintained by the unit owner.

2.10 REFUSE DISPOSAL

The City of Rolling Meadows, who also supplies the refuse bags, collects garbage and refuse. Bundles of refuse bags are delivered once a year and extra bags may be purchased from the city if needed. "Yard waste" must be placed in a separate bag and identified as such by placing an "X" in the designated spot on the bag. Old appliances, furniture, water heaters and similar items must be placed at the curb.

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

In order to control the problems caused by animals scattering garbage throughout the Village, no refuse or recyclables are to be out earlier than the morning of collection. Residents are responsible for cleaning their area if animals break into their garbage bag.

Refuse of any kind is to be placed at the corner of the nearest street, Auburn or Asbury and the unit's driveway.

Recyclable items are to be placed in the yellow bins that have been provided by the city. These items will be collected on the day designated by the City of Rolling Meadows. Recyclable items are listed in current publications of the City of Rolling Meadows. Care should be taken that the discarded items can not be wind blown.

If a holiday falls on the normal collection day, collection will be on the next workday.

Materials for Goodwill, Veterans, Salvation Army, etc. must also be placed out the day of pickup, and not left out over night.

2.11 DRIVING

The speed limit is 15 miles per hour throughout the development. Standard rules of the road apply at all times. All motor vehicles must be properly licensed and all drivers must have a valid driver license. To the extent possible, vehicles with loud exhaust systems must be operated in such a manner as not to disturb others. Advise guests and delivery/repair persons of our rules.

2.12 BARBECUE GRILLS

Grills should be confined to the courtyard. Any grilling within the garage is prohibited.

2.13 NUISANCES

No resident shall make or permit any disturbing noises, by himself/herself, their family, servants, employees, agents, visitors, licensees or pets, nor do or permit anything by such persons or animals that will interfere with the rights, comforts and privacy of other residents.

2.14 PETS

Pets of the usual and accepted varieties are permitted. Dogs and cats must be leashed and their droppings picked up from the common area. All pets must have and display proper licensing from the City of Rolling Meadows. All pets must have their vaccinations with current certificate of proof. No pets may be raised, bred or kept for commercial purposes.

No unit resident shall keep more than a total of two dogs or cats in any dwelling. Also, exotic animals are not permitted within Fairfax Village.

2.15 POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- a) Any complaint which alleges a violation of the Declaration, Bylaws or Rules and Regulations must be submitted to the Board of Directors in writing, in care of the

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

Management Agent, and shall contain substantially the same information as that set forth in the Witness Statement attached herein as Exhibit A. At minimum the complaint shall set forth the following:

- 1) The name, address, and phone number of the complaining witness.
 - 2) The owner's name and address of the unit where the person or resident complained of resides.
 - 3) Specific details or description of the violation, including the date, time and location where the violation occurred.
 - 4) A statement by the complaining witness that he or she will cooperate in enforcement procedures and will provide testimony in a hearing or trial which may be necessary.
 - 5) Signature and address of the complaining address and the date on which the complaint is made.
- b) The Association recommends that photographs or videotape recordings be taken, if possible, to illustrate the nature of the violation. Any such photographs or videotapes should be sent with the Witness Statement. The name of the person who took the photograph or made the tape, and the date on which it was taken or made, should be included.
- c) When a complaint is made pursuant to the above, the unit owner shall be notified of the alleged violation by the Association or its Management Agent. Notification shall be in a form similar to that which is attached herein as Exhibit B (hereinafter referred as "Notice of Violation").
- d) In the event that the alleged violation is not the first violation of that type by the unit owner, or in the event the violation is such that serious immediate irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the unit owner's account, if the owner is found guilty of the violation.
- e) The Association's attorney, under the direction of the Board when contacted regarding the violation, shall send such notices, make such demands, or take such actions as are necessary to protect the interest of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association.
- f) If any unit owner charged with a violation believes that no violation has occurred or that he or she has been wrongfully or unjustly charged hereunder, the owner must proceed as follows:
- 1) Within fifteen days (15) after the notice of violation has been served on the owner pursuant to the provisions herein, the owner must submit request for hearing concerning the violation. The request for hearing must be requested in writing a form similar to that, which is attached herein as Exhibit C (hereinafter referred as "Request for Hearing").

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

- 2) After a Request for Hearing is filed with the Association, a hearing on the complaint shall be held on the same day as the monthly meeting of the Board of Directors. The hearing shall be conducted no more than six (6) weeks after delivery of the written request.
 - 3) At any hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person or persons having direct knowledge of the violation and then from the alleged violator and any witnesses on his or her behalf. Following the hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding on both the unit owner and the Association.
 - 4) If no party appears at the hearing the allegations in the notice of violation shall be considered true and taken as confessed.
 - 5) Notification of the Board's determination shall be made to each party within 10 days thereof in a form similar to that which is attached herein as Exhibit D (hereinafter referred as "Notice of Determination Regarding Violation").
-
- g) If no Request for Hearing is filed within fifteen (15) days, the hearing will be considered waived, the allegation in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The owner shall be notified by the Association of any such determination using the same form as if the Board had conducted a hearing.
 - h) Payment of amounts assessed by the Board against a party at a hearing shall be due and owing fourteen (14) days after the notice of determination regarding violation and shall remain due and owing and a lien may be placed upon the unit owner's unit until paid.
 - i) Any party found liable for a violation under these Rules may be fined up to twenty-five dollars (\$25.00) for a first offense and fifty dollars (\$50.00) for each subsequent offense of the same rule or regulation within a six-month period. Each day a violation occurs shall be deemed to constitute a separate offense.
 - j) In addition to any fine imposed herein, any and all expenses, damages or fees, including reasonable attorney's fees, incurred by the Board in connection with any violation or enforcement of the Declaration, bylaws and Rules and Regulations may be assessed and recovered by the Board.
 - k) If any fine or other charge imposed hereunder is not paid when due, the Association may collect and enforce same in the same manner as for regular assessments owed the Association.
 - l) The remedies contained herein are not exclusive, and the Board may, in addition or in the alternative, take any action, legal or equitable, permitted by law, the Declaration or Bylaws to prevent or eliminate violations of same and enforce its rights hereunder.

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

- m) In construing this enforcement policy, time is of the essence. Notice shall be deemed served when personally served or when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, to a party at the party's last address on file with the Association, and to the Association care of the Management Agent as set forth in the notice of violation.

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

3 RESIDENT/OWNER RESPONSIBILITIES

3.1 MONTHLY ASSESSMENTS

All assessments are due on or before the first of each month. Pre-addressed envelopes are provided by the Managing Agent for your convenience.

3.2 COURTYARD/PATIO MAINTENANCE

The resident/owner is responsible for the cleaning, maintenance and painting within the courtyard walls and patio, excluding the eight unit buildings. This includes the floor, soffits, gutters, down spouts, windows and doors. The courtyard door and frame replacement is the responsibility of the resident/owner.

3.3 INTERIOR MAINTENANCE

The resident/owner is responsible for all interior home maintenance, including all mechanical equipment, (air conditioner, compressor), outercom at the door, light bulb replacement over the garage door and courtyard entrance, and all windows and washing of same.

3.4 GUTTERS AND DOWN SPOUTS

Those owners who have gutters and down spouts installed on the roofline are responsible for their cleaning. Gutters and downspouts will be painted on the regular exterior painting schedule, unless they are of white baked-on aluminum.

3.5 OWNER INSURANCE

Insurance should be taken out by each resident/owner, for their own possessions, including any upgrades to carpeting, cabinets, bathroom fixtures, light fixtures, etc. Basement remodeling should be included. The insurable value of the unit and its contents should be reviewed annually.

3.6 EXTERIOR SILL-COCKS

Owners should shut off exterior building water sill-cocks by the first freeze. Frost proof sill-cocks do not need to be turned off. Disconnect all hoses at the same time.

3.7 GARAGE DOOR

Operation, maintenance and replacement of the garage door is the responsibility of the owner. Garage door replacements must conform to Association standards of quality and color. Steel garage door replacements must be the Clopay model 4050, 4400 or equivalent

3.8 FISHING

Fishing in the retention pond is permitted only by owners. Guests may fish only when accompanied by an owner. Due to potential pollution, "catch and release" should be observed. Ice fishing is prohibited.

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

3.9 SWIMMING

Swimming in the pond is prohibited.

3.10 SEWERS

There is no dumping allowed in the sewer system of Fairfax Village as all street sewers drain into the pond. No paint, no turpentine, no gasoline, no cleaning agents, etc. Please inform workers/repairmen to observe this regulation.

3.11 GARBAGE

Every resident is responsible for cleanup of their refuse if scattered prior to collection by the City of Rolling Meadows. Garbage left on the ground will tend to attract pests and vermin such as crows, rats etc.

3.12 INFORMATION SHEET

There is to be recorded with the Managing Agent the Fairfax Village information form listing emergency information as to who can be contacted if the need arises. This information should be kept current.

**Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999**

4 ASSOCIATION RESPONSIBILITIES

4.1 SNOW PLOWING

Snow removal will begin after two inches or more snowfall or at the discretion of the Managing Agent.

4.2 LANDSCAPING

Landscaping of common areas.

4.3 ROOF & ROOFING

Maintain and repair, except as caused by ice jam back up. Replace when necessary, except as covered in individual insurance policy.

4.4 PATIO/COURTYARD WALL

Maintain and repair exterior side and top of wall, including the metal cap, excluding damage caused by vines.

4.5 PATIO/COURTYARD GATE

Paint exterior side on the normal exterior painting schedule.

4.6 GARAGE DOOR

Paint exterior and maintain exterior trim.

4.7 EXTERIOR PAINTING AND CAULKING

Painting will be provided by the Association as required and determined by the Board of Directors. Any rotted wood on the windows will be replaced prior to painting.

4.8 COMMON SEWER AND WATER PROBLEMS

The Association will repair common sewer and water lines in each building.

4.9 DRIVEWAY AND SIDEWALKS

4.10 MANAGING AGENT CONTRACT

4.11 WATER BILL PAYMENT

4.12 INSURANCE

The Association is responsible for obtaining hazard insurance for each building, common area liability insurance, workman's compensation insurance and directors & officers liability and dishonesty insurance. The cost will be prorated to each owner. Hazard insurance is prorated on

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

the basis of each unit's square footage. The remaining insurance is prorated equally to each owner. Owners are invoiced annually each May for their share of the insurance costs.

4.13 TUCK POINTING AND BRICKWORK

The Association will be responsible for this work outside the patio/courtyard area, excluding damage caused by vines.

4.14 LEGAL

Retention of legal counsel as required by the Association in the conduct of its affairs.

4.15 FENCES

Maintain fences around the Village including those around the eight unit building patios.

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

5 BOARD RESPONSIBILITIES

5.1 ANNUAL MEETING

To hold the annual Association meeting in the month of May each year, and to send notification to unit owners 30 days in advance to the Fairfax Village residence address.

5.2 BOARD MEETINGS

To hold monthly, or as deemed necessary by the President, meetings of the Board.

5.3 ELECTION OF BOARD MEMBERS

To hold elections of Association officers and directors as necessary. All matters of election shall be resolved by a simple majority of unit owners, present at the annual meeting, or by having filed an absentee ballot. All matters to be voted on will be published 30 days prior to the meeting. There is one vote per residence.

5.4 COMMITTEES

To appoint Committees for: Landscape, Holiday Party, Golf Outing, Picnic, Garage Sale, Caroling, etc.

5.5 GENERAL SUPERVISION

To supervise all operations of Fairfax Village Association as well as the Managing Agent.

5.6 ASSESSMENTS AND DISBURSEMENTS

Review and approve all disbursements and assessments of the Fairfax Village Association budget. Any capital expenditure, at any one time over \$20,000.00 and not in the Annual budget, must be approved by a vote of 2/3rds of owners present in accordance with the Declaration. Emergency repairs and replacements are not subject to this limitation.

5.7 BOARD MAKE-UP

The Board will consist of five members; President, Vice-President, Treasurer, Secretary and one other Director. All members to be elected for five-year terms with one director being elected every year unless amended by the Declaration. Any director may serve only three consecutive terms.

**Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999**

6 MANAGING AGENT RESPONSIBILITIES

6.1 *CONTRACTS*

Negotiate and let contracts for specified work after Board approval.

6.2 *SUPERVISION*

Supervise and administer all work under contract.

6.3 *BUDGET*

Assist the Board in the yearly budget preparation.

6.4 *REGISTERED AGENT*

Serve as the registered agent of the Fairfax Village Association.

6.5 *MEETINGS*

Prepare the agenda and attend monthly Board meetings and the Annual Meeting of the Association.

6.6 *TAX RETURNS*

Arrange for preparation and filing of federal, state and local tax returns.

6.7 *MAINTENANCE*

Make recommendations to the Board for the resolution of maintenance or recurring problems.

6.8 *SALES CONTRACTS*

Secure copies of sales contracts on proposed sales, transfers of leases of resident/owners for submission to the Board members.

6.9 *MINUTES*

To prepare a written record of the proceedings of Board meetings and maintain an accurate Minute Book.

6.10 *AUDIT*

To have prepared by a CPA and distribute to all owners annually.

6.11 *CONTRACTORS*

Hire and oversee contractors for common area maintenance as directed by the Board.

6.12 *FINANCIAL*

Collect and account for the monthly assessments from the individual resident/owners. Make disbursements in a timely manner for contracted services. Render monthly financial reports,

Fairfax Village Association
RULES AND RESPONSIBILITIES
February, 1999

including receipts and disbursements to the Board with comparison to the actual budgeted figures. Provide a monthly balance sheet to the Board of Directors.

6.13 SUGGESTIONS

Receive and handle all complaints and suggestions with regard to Association concerns.

EXHIBIT A

FAIRFAX VILLAGE ASSOCIATION
VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO ALLEGED VIOLATION

Witness' Name	Address	Phone Number
Names, addresses, & phone numbers of any other witnesses		

INFORMATION CONCERNING ALLEGED VIOLATOR

Violator's Name	Address	Phone Number
Name, addresses, & phone number of unit owner, if different		

INFORMATION CONCERNING VIOLATION

Violation Date	Time	Location
Section(s) of Declaration, Bylaw or Rules & Regulation allegedly violated		

Witness' observations: _____

Were any photographs video recordings made? YES___ NO___

By whom? _____

Include all tapes or photographs 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 AS A WITNESS.

Signature

Date Signed

EXHIBIT B

FAIRFAX VILLAGE ASSOCIATION
NOTICE OF VIOLATION

TO: _____

Notice is hereby given of an alleged violation of the following provision(s) of the Fairfax Village Association Rules and Regulations:

Date of Violation: _____

Section Number: _____

Conduct in Violation:

If this violation relates to a parking violation, it may result in this vehicle being towed away at your expense and/or the imposition of a fine by the Association.

Please note that you must take the actions outlined in the Association's Rules and Regulations regarding enforcement if you believe the allegations are unjustified. UNDER THE RULES AND REGULATIONS, IF YOU FAIL TO REQUEST A HEARING WITHIN 15 DAYS OR FAIL TO APPEAR AT THE HEARING ON THESE ALLEGATIONS THEY WILL BE CONSIDERED TRUE AND CONFESSED AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

You may request a hearing by submitting a written request for a hearing within 15 days to the Association.

Sincerely,

FAIRFAX VILLAGE ASSOCIATION

BY: _____

Title: _____

EXHIBIT C

FAIRFAX VILLAGE ASSOCIATION
REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____ alleging a violation of the Declaration, Bylaws or Rules and Regulations of the Fairfax Village Association.

Signature

Owner's Name Printed

Address

City State Zip Code

Phone

Date

EXHIBIT D

FAIRFAX VILLAGE ASSOCIATION
NOTICE OF DETERMINATION REGARDING VIOLATION

TO: _____

On _____ you were notified of a violation of the Declaration, Bylaws, or Rules and Regulations of the Association. Pursuant to the Association rules:

- () A hearing was held at your request on _____.
- () You did not appear at or did not request a hearing and as such the allegations in the Notice of Violation were taken as true and confessed.

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 _____ (1st, 2nd, etc.) violation of the Association's Declaration Bylaws or Rules and Regulations has occurred and fine in the amount of \$ _____ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- () 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 expense.
- () As a result of a second or subsequent violation, we have instructed our attorney to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

The total now due from the foregoing is \$ _____, and if same is not paid within 14 days as required by the Rules and Regulations the Association may pursue its collection remedies as provided therein.

FAIRFAX VILLAGE ASSOCIATION

BY: _____
TITLE: _____