

Fairway Villas Property Owners' Association

5640 Mashie Circle, North Port, Florida, U.S.A. 34287-3130

Rules and Regulations - including Architectural Guidelines Revised: November 11, 2014

I: Rules and Regulations Compliance Procedure

WHEREAS, Article V for the By-Laws for Fairway Villas Property Owners' Association provides for a Board of Directors, and

WHEREAS, By-Laws, Article V, Section 2, Powers and Duties, gives the Board of Directors the power, duty and authority to adopt reasonable Rules and Regulations for the operation and maintenance of the Association and the parcels not inconsistent with the Declaration of Covenants, By-Laws, Articles of Incorporation and the Florida Not For Profit Act, and

WHEREAS, the Board has adopted and expects to continue to adopt Rules and Regulations pursuant to the Declaration of Covenants and the By-Laws, and

WHEREAS, the Florida Not For Profit Corporation Act specifically obligates the Board of Directors, both singularly and collectively, to enforce compliance with the governing Documents and the Association's rules, and

WHEREAS, the Covenants, Article IV, Section 3 (c) grant the Association the right to levy reasonable fines for violation of the Rules and Regulations and the Covenants... Article X, Section 4 grants the Board the power to enforce the Rules through the Courts, if the Board deems necessary, and

WHEREAS, the Board of Directors has determined that specific procedures are required to identify or receive complaints of Rules and / or Documents violations, to process violation notices, and to enforce the Rules and Regulations of the Association

Be It Therefore Resolved That

- 1: Other than that observed by the Architectural Committee, complaints of Rules and Regulations violations must be received in writing by the Management Office. Written complaints should provide sufficient detail to allow management to take action. The address of the Management Office is: 5640 Mashie Circle, North Port, Florida 34287
- 2: The Board shall evaluate the complaint, and its evaluation shall be at the Board's sole discretion.
- 3: Should the Board decide to proceed
 - A warning letter *may* be sent, describing the violation, stating a date by which the violation must be corrected
 - should the violation remain or recur, or should a subsequent complaint be received regarding the same violation after any deadline set forth above, an automatic fine shall be levied, in an amount determined by the Board.
 - at the Board's sole discretion, should it determine that the violation be such that no action could reasonably be taken to correct the violation, no warning letter shall be sent but a fine shall automatically be levied, in an amount determined by the Board.
- 4: All fines levied shall become due and payable fourteen (14) days after receipt of notice. During that fourteen (14) day period, the person sought to be fined has an opportunity to apply for a hearing before a select committee, chosen by the Board, to state the reason(s) why that person should not be fined. Decision of that committee is final
Application for a hearing should be made to the Management Office at the above address.
- 5: All fines levied shall be in accordance with the rules set forth in the Florida Not For Profit Corporation Act governing same, and shall be levied against the owner's Annual Assessment fee for the year in which the violation occurs, making the violation fee subject to the same late fees and legal procedures as the Annual Assessment.
- 6: Should the violation be concerned with the exterior structure of the Unit (including fencing), and after furnishing any warning letter (at Board's discretion), the Board may, in accordance with Article VII, Section 1 and 3, of the Covenants, provide the maintenance necessary to correct the violation and charge the owner full cost, payable when billed. Uncollected billing costs would then become part of the owner's Annual Assessment for the current year, and be subject to the same late fees and legal procedures as the Annual Assessment.
- 7: Failure by the Association to enforce any Covenant, Restriction or Rule and Regulation shall in no event be deemed a waiver of the right to do so thereafter.

II: Assessment Fee Procedure

WHEREAS, Article V, Section 1 of the Declaration of Covenants sets forth that each owner of any living unit agrees to pay to the Association (a) Annual Assessments, and (b) special assessments fixed, established and collected from time to time as hereinafter provided, and

WHEREAS, Article V. Section 3 of the Declaration of Covenants defines the power of the Board of Directors to set the date of commencement of Annual Assessments, and

WHEREAS, Article V. Section 7 of the Declaration of Covenants provides for the effect of non-payment of Assessments, as part of management's responsibility to clearly define the administrative procedures of collection of late fees, the following applies:

- 1: The Association fee is divided equally among the Unit Owners, and shall be due and payable on a date set by the Board.
- 2: Each Association fee (Assessment) is due the first day of the month so designated.
- 3: If the Assessment is not received within ten (10) days after the due date, the assessment is subject to a late fee.
- 4: On the eleventh (11) of the month the Assessment is due, a delinquent fee will be charged by the Board of Directors, not to exceed the greater of \$100.00 or 5% of the annual assessment.
- 5: If the Assessment is not received within thirty (30) days from the due date, the Assessment May **also** bear interest from the due date at the maximum rate permitted by law at the time.
- 6: Article III, Section 2 of the Declaration of Covenants provides that Members who are delinquent ninety (90) days in payment of their Assessment lose their voting rights.
- 7: Special Assessments, when declared, are under the same compliance rules as Annual Assessments.

III: This document

This document consists of General Guidelines or Use Restrictions, as provided for in the Declaration of Covenants and the By-Laws, which include Rules and Regulations for Fairway Villas adopted by the Board in accordance with *Article V. Section 2* of the By-Laws. This document does not replace the Declaration of Covenants or the By-Laws of Fairway Villas, and in any variance that is in opposition to those Documents, the Documents take precedence.

IV: Architectural character of community

The architectural character of the community was established by the architects and planners who originally designed it. The Architectural Committee is responsible for assisting the Association's Board of Directors in preserving the architectural integrity of that design, consistent with authorized changes that have been approved since inception, and maintaining the value of ^{OUT} the community. Duties of the Architectural Committee include:

- a: Informing homeowners that all visible changes to their homes must be approved in advance by the Board upon recommendation by the Committee
- b: Developing *architectural guidelines and standards*, and, after approval by the Board, making them available to all homeowners.
- c: Receiving comments and complaints from homeowners involving matters within their jurisdiction, and recommending action to the Board.

V: General Review Guidelines

- 1: Units shall be used for residential purposes only. No commerce may be carried on from the Unit which in the course of carrying on this commerce clients or customers are required to come to the Unit. This includes, but is not limited to, Garage Sales and Yard Sales.
- 2: Units shall be occupied by not more persons (including children) than the maximum permitted by law for the Unit.
- 3: Each Unit shall be maintained by its owner and occupant in a safe and sanitary manner and condition, in good order and repair in accordance with all rules and regulations.
- 4: No Units shall be used so as to create a nuisance or unreasonable interference with the peaceful possession and occupation of any other Unit or Common Grounds.
- 5: Nothing may be built or constructed which will alter the Units or Common Grounds without prior approval of the Board.
- 6: No owner may obstruct the Common Grounds.

A: Prohibited Items

- 1: Window air conditioning units or similar units that extend through the exterior wall.
- 2: Awnings or shades on exterior windows of the Unit.
- 3: Clothes lines and outdoor drying or hanging of clothes or other materials.
- 4: No television towers or satellite dishes except those that may be permitted by Federal law, the placement of which shall be as specified by the Board. Maintenance of any such item is owner's responsibility..
- 5: Animals are specifically prohibited anywhere in Fairway Villas by an Owner, renter, tenant, visitor (See Pet Rules"0")
- 6: Fencing around flower beds or trees. Curbing is allowed.
- 7: All signs on vehicles or property (except "For Sale" or "For Rent" -- see section "B" on "Signs").
- 8: Barbeque grills, lawn furniture or toys on Common Grounds.
- 9: No tag sales, garage sales, flea markets, etc. are permitted.

B: Signs

- 1: No signs are to be erected on lawns, including but not limited to real estate and political signs, without the express written approval of the Board. Signs are not permitted on vehicles (See "L-5")
- 2: The Board has adopted the following guidelines for real estate signs:
 - a: Two "For Sale" signs (standard letter size") shall be permitted in a window
 - b: "Open House" signs are permitted as follows:
 - one small 'Open House" sign on property for sale
 - one small 'Open House" sign permitted at entrance of Villas
 - all 'Open House" signs must be removed the day of the open house.

C: Architectural Requirements for Replacements or Additions

- 1: All plans for new Lanais, upper decks, patios, exterior window treatment, exterior doors, fencing and borders must be submitted to the Board for approval prior to construction.
- 2: Architectural Bulletins are available from the Office covering the Standards for items marked >>

D: >> Upper Decks and Patios

- 1: Storage is not permitted on deck or patio, except for grills and patio furniture.
- 2: Food must not be left on deck or patio, nor in any area outside the interior of owner's building.

E: >> Lanais

- 1: Repairs and maintenance including roof, screening, windows, foundation and structural support is the sole responsibility of the Unit owner.
- 2: Insurance covering the Lanais (including the roof of the Lanai) is not part of the Association's Insurance Policy, and is the sole responsibility of the Unit Owner.

F: >> Window Treatment and Front Doors

- 1: Windows, if exposed to the exterior, must be equipped with any of the following, or combination thereof: shades, blinds, curtains or drapes
- 2: Replacement of existing Front Door must conform to the approved style, either in wood or metal.

G: >> Satellite Dishes

- 1: Satellite dishes must comply with approved Villas standards.

H: >> Standard Villas Paint Color

1: All exterior painting *must* comply with the approved Villas paint standards.

I: >> Fencing and Borders

1: All exterior fencing and borders *must* comply with the approved Villas standards.

J: Toys and Wading Pools

- 1: Small wading pools for children are permitted on the back patios only, and must be put away after use.
- 2: Toys and bicycles, etc. must be put away after use.

K: Resale Resolutions

- 1: Requests for Assessment or other information made on behalf of the prospective purchaser will only be furnished after the prospective purchaser has signed an "Application for Residency" form, stating that he/she has received and read the Articles of Incorporation, Declaration of Covenants, By-Laws, and Rules and Regulations of Fairway Villas,
- 2: The prospective purchaser will pay a fee, as determined by the Board from time to time, to Fairway Villas Property Owners' Association, Inc., following which the Office will provide the above-mentioned Documents to the prospective purchaser.

L: Vehicles and Parking

- 1: No trucks exceeding one ton capacity, travel trailers, mobile homes, recreational vehicles, canoes, boats (whether atop owner's parked vehicle or not), boat trailers, commercial vans or trailers shall be parked overnight.
- 2: No motor cycles, scooters shall be permitted in the community at any time.
- 3: Parking of vehicles must be in assigned designated parking spaces only, which is for the exclusive use of the specific Member, the Member's family or guests. Owners have an assigned space and 1 additional car may be parked in guest space. Maximum two vehicles.
- 4: No parking is allowed on the streets for other than delivery or repair vehicles. **No Parking on the grass.**
- 5: For vehicles permitted to be parked on Villas property, no signage or word-markings (other than word-markings indicating vehicle make or model as affixed by the vehicle manufacturer or sales dealer) are permitted on any vehicle, whether permanently or temporarily affixed to the exterior of the vehicle, or in the vehicle interior so as to be visible through the vehicle's windows. The Board may grant a specific exception to this prohibition for government-owned automobiles that are assigned to person(s) owning or renting Villas units.
— such approved exceptions must be recorded, in writing, with the Office Manager.
- 6: Parking permits are required for all vehicles parked on the property. You can obtain a parking permit at the office and you should keep overnight parking placards for your guests.
7. Golf Carts: Parking of golf carts on the property is not permitted.

M: Occupancy Notification

Note: this applies to ALL *owners*, ALL *tenants* — also to *visitors* if Unit Owner will not be present

WHEREAS the Board is required to give Notice of certain Meetings, as well as other instances that require official notification to the Unit Owner, in addition to the Board's need to have a record of the Villa's occupancy (such information being required to obtain adequate and proper insurance coverage, for example), the following is required of Unit Owners:

- 1: Seasonal Unit Owners are requested to notify the Office of their arrival in the Villas, and their departure date when leaving the Villas for an extended period of time.
- 2: A form "Application for Occupancy by Non-Owner of Villa" is required whenever the Owner will not be present and residing in Villas while non-owners stay in the Owner's Unit. Names of all occupants, the period of time the Unit will be occupied by the named individual(s), and other information, will be required. This applies whether this is a rental, visitor, or no-charge situation

- form *signed by Unit Owner* must arrive at the Villas Office at least one week before occupancy is to begin
 - Non-Owner Occupant will be required to visit Villas Office on arrival, provide car license numbers, and *sign the same form*
- 3: Unit Owners are responsible for the actions of their tenants and / or guests that are in violation of the Rules and Regulations of Fairway Villas Property Owners' Association, Inc.

N: Trash and Recycling (following City of North Port information is current as of March 21st 2013.)

- 1: No owner shall use or maintain any portion of the property as a dumping ground for rubbish, trash, wood, metal, scrap, or other waste.
- 2: The City of North Port provides containers specifically designed for the City's waste truck automated pick-up. No other containers filled with garbage or recyclables will be emptied by the City's Solid Waste District crews.
- 3: Most *garbage* containers the Villas waste corrals have a 90 gallon capacity
There are two containers for *garbage* in each waste corral. Garbage may be put into these containers at any time. These containers are usually marked with a "Garbage Only" sign, but a few containers may have no markings on the cover, however, you can recognize the garbage only containers this way: they all have stretch-straps with hooks, to keep the covers securely closed to prevent animals from getting into the garbage.
Please reattach strap after use.

- 4: Each waste corral has two additional containers for recyclable waste disposal:

a: Cans / Glass / Plastic Containers. These containers have covers marked

"#1 thru #7 plastic (containers / bottles), glass containers, tin cans, aluminum cans -- no plastic bags, no styrofoam"

b: Paper. These containers have covers marked

"Newspaper, cardboard, office paper, magazines, phone books -- no pizza boxes."

Do not put plastic bags, mail waste, paper napkins, disposable diapers or bathroom waste into these containers. Break down cartons and boxes to allow space for others to use the container.

Do not intermingle the items. Do not place garbage in these recycling containers.

Put plastic bags and all material not specifically listed on the cover in the garbage. Keep recyclables and garbage separate. Remember: recycling keeps our taxes lower.

[] Garbage and recyclables are currently collected on Mondays and Thursdays each week.

ALL these schedules can be changed by the City at any time.

You can get up-to-date information from the City's Solid Waste group by calling 240-8050.

Remember to mention you are in Fairway Villas, since the Villas schedule often differs from the rest of the City.

[] Yard Waste (lawn and garden material) is currently collected on Thursdays only.

Yard waste must be cut in lengths no longer than four (4) feet and tied in bundles,

OR, place in specially-designed paper bags sold commercially for yard waste purposes. Note:
plastic bags are no longer accepted.

Yard waste may also be placed in containers (like round garbage cans) not exceeding 35 pounds -- your *yard waste container* should be placed at curbside, near corrals, on collection day.

[] Bulk items are currently collected by placing a call to the City at 240-8050.

Bulk items are things that cannot fit into automated garbage containers, such as couches, chairs, lamps, tables, entertainment centers, box springs, mattresses, etc.

-- waste lumber, old fencing, etc. must be cut into maximum lengths of 4 feet, bundled (tied), and placed at curbside

If you have some obsolete toys that are large, do *not* stuff them into garbage containers. Please treat them as "bulk items". Do Not put outside until they notify you of the pickup date.

[E-waste (electronic waste). E-waste is currently collected on a 'special call' basis.

E-waste consists of televisions, computers, monitors, keyboards, printers, fax machines, scanners and battery back-ups. Currently (March 2004), microwaves, VCRs, vacuum cleaners, radios, telephones and video cameras are *not* considered "E-waste". Therefore, these may be set out as "Bulk items".

To have E-waste picked up, you must call the Solid Waste District 240-8050 to be placed on the collection list, Do not place the items outside until arrangements are made, and even then, only on the day of pick-up please.

[] White goods are currently collected by placing a call to City at 240-8050.

White goods are large appliances such as washers, dryers, refrigerators, freezers, water heaters, etc.

Do not place the items outside until arrangements are made, and even then, only on day of pick-up please.

[1 Hazardous materials are items such as paint, acid, car batteries, antifreeze, transmission fluid, brake fluid, pesticides, household cleaners, tires, propane tanks, air tanks or any flammable liquids.

These items are *not* collected by the Solid Waste District. Please contact them at 240-8050 for disposal instructions.

If you are in doubt about whether or not your item is hazardous, contact the Solid Waste District *before* you dispose of it.

0: Pet Rules and Regulations

1. Declaration of Covenants, Article IX, "Uniform General Requirements', Section 6, 'ANIMALS': No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that any existing dogs, cats or other domestic pets may be kept by Fairway Villas existing homeowners who owned such domestic pets prior to April 3rd 2002, provided that such pets are not kept or maintained for any commercial purpose, nor are replaced. The City of North Port maintains a restrictive municipal code with respect to pets which the residents of Fairway Villas have to abide by. City regulations restrict the number of pets and specifically prohibit animals running at large (off leash). In addition, Fairway Villas Property Owners' Association has a comprehensive set of Rules and Regulations governing pets living in the Villas. These Rules, as set forth from time to time, include the prohibiting of an animal by a renter; will be strictly enforced by the Association and the Board. A warning letter will be given for any violation, followed by a fine imposed by the Board for each subsequent infraction of any portion of these Rules and Regulations

- 1: Owners are responsible for enforcing the rule that specifically prohibits animals anywhere in Fairway Villas owned by a renter, tenant or visitor.
- 2: All Unit Owners with pets deemed to be 'qualified to remain' under the above were notified by letter in March 2004, confirming that Fairway Villas records show that Owner as possessing an animal that qualifies under the above. This eligibility continues as long as the specifically-approved animal is alive, not replaced, and Owner continues residing at the present Villas address.
- 3: The following provisions apply specifically to Unit Owners who are entitled to retain their animals. The inclusion of these rules should not be construed as permitting any other animals in Fairway Villas. *No new animals are permitted.*
- 4: All pets must be leashed or carried by a responsible person whenever outside their Villas building. This includes when outside on patios, walkways, and beyond the front or rear door of the Villas building.
- 5: Pet owners are responsible for the immediate removal of waste of their pet.
- 6: Pets shall not be left unattended outside of Unit at any time while outdoors.
- 7: Temporary stakes, dog houses, ropes or chains are not permitted on any portion of the Common Grounds.
- 8: Pets shall not be permitted to disturb neighbors by loud noises or barking.
- 9: Pet owners are responsible for any property damage, injury, or disturbances their pet may cause or inflict.
- 10: Pet runs, pet houses, cages or pet food are not permitted outside of Unit.

Note: Owners are reminded that the City of North Port Code and the Sarasota County ordinance includes such requirements as: annual rabies vaccination, annual licensing, no running at large, all animals to be leashed, removal of fecal matter. Licensing applies to any person residing in Sarasota County for more than 28 days, including visitors and seasonal folks. -- More details on the City / County requirements may be found in Villas 'Bulletin 42 Rules re: Animals',
-- Copies are available from the Villas Office,

Pet Rules revisions were adopted to our documents in January 2011. Please see attached ruling taken from documents.

ARTICLE IX UNIFORM GENERAL REQUIREMENTS

Section 6. (a) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that any existing dogs, cats or other domestic pets may be kept by Fairway Villas existing homeowners who owned such domestic pets prior to April 3rd, 2002 provided that such pets are not kept or maintained for any commercial purpose nor are replaced. Notwithstanding anything stated herein to the contrary, owners may keep the following pets within the confines of their home: (a) birds, provided that no bird may emit sounds that can be heard in any contiguous units; and (b) fish. The City of North Port maintains a restrictive municipal code with respect to pets which the residents of the Fairway Villas have to abide by. City municipal regulations restrict the number of pets and specifically prohibit animals running at large (off leash).

(b) In addition, Fairway Villas Property Owners' Association has a comprehensive set of Rules and Regulations governing Pets living in the Villas. These Rules, as set forth from time to time, including the prohibiting a tenant from keeping any animals in the Living Unit or on the Lot or Property in any manner will strictly be enforced by the Association and the Board. A warning letter will be given for any violation followed by a fine imposed by the Board for each subsequent infraction of any portion of these Rules and Regulations.

(c) In the event that it is brought to the Association's attention that a pet or pet(s) are being kept in a Living Unit or on a Lot in any manner by a tenant, the Association shall send a written notice to the tenant of such violation, providing ten (10) days to remove the pet(s). If such pet(s) are not removed from the Living Unit and Lot within said timeframe the Association may proceed to issue notices under Section 83.56, Florida Statutes, and may sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord under Part II of Chapter 83. The Association has no duties under Section 83.51, Florida Statutes, to the tenant. In the event the Association is the prevailing party in such an eviction action, the owner and tenant are jointly and severally liable to the Association for its reasonable attorney's fees and costs.