

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

Table Of Contents

1. Parking.....	2
2. Automobiles.....	2
3. Multiple Automobiles.....	3
4. Motorcycles, Bicycles, Skateboards and Skates.....	3
5. Condominium Unit Maintenance.....	3
6. Use Of Condominium Units.....	3
7. Outside Decorations.....	3
8. Pets.....	4
9. Maintenance Of Common Areas.....	4
10. Noise Violations.....	4
11. Building Antennas.....	5
12. Condominium Identification.....	5
13. Christmas Decorations.....	5
14. Signage.....	5
15. Condominium Sale Or Lease.....	5
16. Association Official Notices.....	6
17. Recreational Facilities Use.....	6
18. Pool Gate Key(s).....	6
19. Clubhouse Rental Use/Restrictions.....	7
20. Pool and Pool Area Rules and Regulations.....	8
21. Solicitation Of Non-Residents.....	9
22. Boat and Trailer Parking.....	9 – 10
23. Drug/Crime Free Addendum.....	11

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

Each owner, lessee, invitee, relative, guest or otherwise, hereinafter referred to as Occupant, of the Condominium unit, Shall be governed by the following Rules and Regulations:

- 1) No occupant shall park an automobile upon the condominium property unless it is in his/her designated parking space(s) or in the areas of the condominium property which have been lined for parking. The Board of Directors may designate parking space(s) by separate letter marking of the parking space(s).
 - a. Violation of this rule will result in the vehicle being towed away. Fairview Vista Condominium Association Board of Directors or their appointed representative(s) will attempt to verbally notify any violator(s), but if the violator cannot be located within a reasonable period of time, the vehicle in question can be towed away without such notification at the occupants expense.
 - b. Second or subsequent parking violations will result in the immediate removal of the vehicle without any attempt at notification. All expenses incurred by the removal of such vehicle will be the responsibility of the occupant or operator of the vehicle.
- 2) No automobiles without a current license plate, vehicles for commercial use,* motorcycles, recreational vehicles, campers, mobile homes, house trailers, boats, boat trailers or trailers of every other description shall be permitted to be parked or stored on condominium property. Commercial vehicles are not to be housed on the property. This prohibition shall not apply to boats and boat trailers that are currently licensed and parking in the "Designated Boat Parking Area" and not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery or any other commercial services for a period of time necessary to conduct their business. Any vehicles of the above mentioned classification parked in violation of this rule, may be towed away at the occupant's expense without further notification. The Board of Directors may temporarily grant an occupant a waiver to this rule upon a showing that a hardship would be created. A request for a temporary waiver and granting of such request shall be in writing.

*Commercial vehicles are identified as follows: Vehicles must not have the appearance of being for commercial use. Tools and equipment on the exterior of the vehicle and/or advertising on the vehicle's exterior gives the appearance of commercial use. Trucks larger than one ton are considered commercial.

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

- 3)
 - a. No more than two (2) automobiles per unit may be permanently brought onto condominium property without prior approval. An automobile shall be deemed permanently stored on condominium property if, for a period of more than two (2) weeks, it is on a regular basis parked on condominium property. Indefinite storage of vehicles will not be permitted and violators will have their vehicles towed away by the Association at the occupant's expense.
 - b. Occupants must have their vehicles on record with management.
 - c. Vehicles may be stored under carport areas for more than a two (2) week period provided the following items are met:
 1. The vehicle must be in good running condition (No flat tires, oil leaks, etc.) The vehicle must be kept clean and must not give the appearance of abandonment.
 2. The vehicle must have a current tag and registration.
 3. Written request must be submitted to the Board of Directors and approved.
- 4) No occupant shall use or operate any motorcycles, bicycles, skateboard or skates on sidewalks or in the hallways of the condominiums. This rule shall not apply to motorized vehicles operated by the handicapped. No one under the age of eighteen (18) years shall bicycle, skateboard, roller skater or play on the hard surfaced areas of the condominium property.
- 5) Each occupant shall maintain his Condominium unit in good condition and repair, including all internal surfaces within or surrounding this Condominium, including windows, screens, doors, door frames and hardware; shall maintain and repair the fixtures therein as soon as possible and shall promptly pay for all utilities which are metered separately in his/her Condominium. Common areas such as landscaped and grassed areas, recreation area and facilities shall be used only for the purpose intended. No articles belonging to the Condominium occupants shall be kept in such areas temporarily or otherwise.
- 6) Each Condominium unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever, as provided by the Declaration of Condominium. Each Condominium occupant shall maintain his/her Condominium unit in a clean and sanitary manner. The balconies, terraces, and porches shall be used only for the purpose intended and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No drying or laundry will be permitted outside the occupant's Condominium unit.
- 7) Each Condominium unit shall be allowed one (1) plant or decoration near the front entrance as long as the item is not in the line of egress.

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

- 8) a. The occupant of the Condominium unit may keep one pet within the Condominium unit subject to specific notification to and approval by the Association or Management Company as to the type of pet. No pet shall exceed twenty-five (25) pounds in weight unless grandfathered in before amendment. All pets removed from the Condominium onto condominium common grounds shall be subject to a suitable method of restraint such as leashes and cages or carried by hand. The occupant shall be responsible for removing and disposing of pet waste deposited in all areas.
- b. Occupants shall be notified in writing by the Association or Management of any violations brought to the attention of same by occupant to these rules including but not limited to:
1. Failure to dispose of pet waste from all areas.
 2. Failure to restrain pets.
 3. Excessive pet noise or other annoyance to separate occupants.
 4. Failure to notify the Association or Management of pets residing within the condominium unit.
- c. Written notification from the Association or Management of a third violation by occupant within a calendar year shall subject the occupant to an order to remove the pet(s) from the condominium property as determined solely by the Association or Management Company.
- 9) Condominium occupants are reminded that the alteration and repair of the condominium buildings and other common areas is the responsibility of the Association, and that changes affecting the exterior appearance of the building may be made only by prior written approval from the Board of Directors and/or Architectural Review Committee. All balconies/porches shall only be painted cream, off-white and gray as to carry out the color scheme of the buildings. Any color change may be made only by prior written approval from the Board of Directors.
- 10) No occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by him or herself, family, friends, guests, or servants, not do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio, or television set in his condominium or on or about the condominium property, between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall in any manner disturb or annoy the other occupants of the condominium. Occupants should also avoid transmitting noise to units below and adjacent by such actions as heavy walking, slamming doors, sliding (noisy) doors, etc.

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

- 11) No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the condominium property without prior written consent of the Association or Management Company.
- 12) Each condominium unit may identify itself by its unit number only and shall be the same type and size approved by the Association or Management Company and mounted in a place and manner so approved.
- 13) Each Condominium unit may display a Christmas decoration on the door and may use white lights outside only. Lights are to be restricted to the unit's front door and window frame.
- 14) No signs, advertising or notices of any kind or type whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any condominium; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any condominium.
- 15) a. Sales/Lease Approval

Each unit occupant has the right to sell or lease his condominium as long as the occupant complies with the terms set forth in the Declaration of Condominium, found on page 17-20 of the by-laws. It must be understood by all occupants that before a new occupant, lessee, or owner can move into the unit, the Fairview Vista Board of Directors or their appointed representatives must first have opportunity of meeting prospective new occupants for the purpose of interviewing them, reviewing rules and regulations and examining the sales/lease agreement to be assured that the practice conforms to the condominium documents. Please allow at least two (2) weeks for this process to be completed. Violation of this regulation may result in legal action to set aside a sale or eviction of a lessee/owner.

1. Occupants/visitors will be deemed as residents after 2 weeks unless the Board is notified of the intended length of the visit.
2. All residents 18 and over are subject to screening requirements.

b. Procedure For Sale or Lease of Unit

No unit shall be sold or leased unless approved by the Board of Directors which shall only approve a sale/lease after receiving the following documents:

1. An information form which may be obtained from the management company.
2. A copy of the Fairview Vista Rules and Regulations signed by the occupant or buyer. **A copy of the Rules and Regulations may be obtained from the management company or from the website at www.fairviewvista.org.**

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

3. A police report on the buyer or lessee. The management company may be consulted on how to obtain this report.

After the above listed documents are submitted to the management company, the approval request shall be placed on the Board's agenda.

- 16) All official notices of Fairview Vista Condominium Association, Inc. shall bear the signature of the President or Management. No member shall make or permit to be made any written, typed or printed notices of any kind or type whatsoever or post the same on the bulletin boards, mail or otherwise circulate to other members, which purports or represents to be an official act or notice of the Association. Notices of a social nature or purpose by a member to other members are permitted, provided that such notices shall bear the signature of the member or members uttering such notices, and such member or members shall be fully responsible for the contents thereof and have prior Board of Director approval.
- 17) Any and all use of the recreational facilities or the common elements will be in such a manner as to respect the rights of other occupants. Use of recreational facilities will be controlled by regulations issued from time to time by either the Association or the Management Company but in general the use of these recreational facilities will be prohibited between the hours of 11:00 p.m. and 8:00 a.m. (See Clubhouse Rental Agreement located on the website at www.fairviewvista.org)
- 18) Each unit occupant shall be issued one (1) pool gate key. Additional pool keys will be \$50.00.
- 19) Clubhouse Rental Use/Restrictions
 - a. The reserving of the clubhouse must be done with the on-site maintenance man. A rental deposit of \$50.00 and a leasing fee of \$50.00 is required then (10) days in advance of use.
 - b. The use of the clubhouse will be on a first come - first served basis.
 - c. Clubhouse rental is limited to residents only. Occupant must be present during the hours the clubhouse is rented, and Occupant is responsible for conduct of guests.
 - d. Clubhouse rental is exclusive to the Clubhouse only. **It does not give the right to the exclusive use of the other facilities, such as the pool.**
 - e. Non-residents must park in visitor parking of Fairview Vista.
 - f. Functions in the clubhouse must end by 11:00 p.m. Sunday through Thursday, and by 1:00 a.m. Friday and Saturday.

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

- g. Closing hours refer to time clubhouse must be cleaned. It is recommended the guests be vacated and cleaning begin one (1) hour before the end of the rental period. Occupant is responsible for securing the clubhouse after use.
- h. Non-residents of Fairview Vista must be advised to leave quietly, without littering common areas, and observe the ten (10) m.p.h. speed limit.
- i. Usage must be restricted to a six (6) hour period.
- j. Violation of these clubhouse rental rules, damage to the clubhouse, or the littering of common areas will constitute a forfeiture of partial or total deposit. **PERSONS LEASING THE CLUBHOUSE WILL BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, IN EXCESS OF DEPOSIT FEE.**
- k. Proper I.D. (Driver's license, etc.) will be required when making application.
- l. Clubhouse is designated as a non-smoking facility.
- m. No illegal activities are permitted (i.e. fireworks, under-age drinking, etc.)

20) Pool and Pool Area Rules and Regulations

- a. All swimmers will use the pool at their own risk. The Association assumes no liability in the case of an accident.
- b. Admittance to the pool area shall be by member or guest identification only.
- c. Anyone having a skin disease, open blisters, cuts or skin abrasions or a communicable disease is not permitted to use the pool facility.
- d. Proper bathing suits shall be worn while utilizing the pool facilities. No cut-offs, jeans or similar attire shall be permitted.
- e. All swimmers shall shower prior to entering the pool.
- f. Animals/pets of any nature shall be strictly prohibited within the pool, clubhouse and beach area.
- g. Glassware, bottles or any such fragile items are strictly prohibited within the pool area.
- h. Running and loud or boisterous conduct shall not be permitted.

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

- i. Children under the age of twelve (12) must be accompanied by a parent or responsible adult resident sponsor (18 years or older).
 - j. Residents and guests shall be strictly prohibited from removing chairs, lounges, tables or other moveable equipment from the pool area.
 - k. Foreign objects such as Frisbees, tennis balls, etc., shall be prohibited from the pool area. This shall not include items designated for pool use.
 - l. The pool shall normally be open from 10:00 a.m. to 10:00 p.m., but may be closed at any time, without notice, for necessary maintenance or repairs.
 - m. The pool capacity is twenty-five (25) people.
 - n. No food or drink is allowed within four (4) feet of the water.
- 21) No occupant shall advertise, invite, or solicit other individuals to attend a gathering or meeting on condominium property by the use of newspaper ads or notice, television, radio or leaflets distributed to non-residents of Fairview Vista Condominiums.
- 22) Boat and Trailer Parking
- a. Parking for boat trailers will be limited to one (1) per unit residing occupants only. Numbered decals for identification purposes will be issued annually and affixed to each currently registered trailer and boat.
 - b. An annual sticker will be issued for each boat and trailer by management upon application for each, accompanied by a copy of current registration for each and proof of current liability insurance. All boats and trailers must have annual stickers attached and be registered with management. All others will be towed away without notice.
 - c. Boats and trailers must measure no more than 27'L x 8'6"W x 8'H for parking in the larger spaces.
 - d. Existing spaces will be boxed off (i.e., If any part of the boat or trailer is outside of the lines, you are not in compliance with the parking rules of the association.)
 - e. Spaces shall be numbered and assigned to occupants only.
 - f. Certain spaces will be considered for compact boats (i.e., jet ski's) only.

- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS

- g. Boats and trailers must be properly maintained and in good condition at all times (i.e., no flat tires, tags must be current, etc...subject to the Board discretion).
- h. Parking for all boats and trailers will be on a first-come, first-serve basis, space available basis. Any occupant wanting to bring a boat and trailer on the condominium property will first notify management, in writing, at which time they will be placed on a waiting list, if space is not available. Space will be granted when one is available and upon the fulfillment of the previously stated requirements.
- i. Boats and boat trailers will not be permitted to park within the boundaries of the beach area or at the loading dock. Furthermore, no carts or storage trailers shall be parked anywhere on condominium property.
- j. Chain must be reattached into the boat parking area immediately after each use.
- k. Any boat in the water area is subject to the same rules as items parked at the boat parking area.

**- FAIRVIEW VISTA -
A PHASED CONDOMINIUM
RULES AND REGULATIONS**

Adopted on September of 2004

DRUG/CRIME FREE ADDENDUM

- 1) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the said unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances act (21 U.S.C. 802).
- 2) Resident or member of the household **will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- 3) Resident, any member of the Resident's household, or a guest or other person under Resident's control **shall not engage in acts of violence or threats of violence**, or disturb the peace and comfort of other residents, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of said unit.
- 4) **Violation of the above provisions shall be a material violation of the Rules and Regulations and good cause for termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance. It is understood and agreed that a single violation shall be good cause for termination of tenancy. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
- 5) In case of conflict between the provisions of this addendum and any other provisions, the provisions of this addendum shall govern.

Occupant's/Buyer's Signatures

Date Signed