

RULES AND REGULATIONS OF *FAIRWAY OAKS CONDOMINIUM ASSOCIATION, INC.*

These Rules and Regulations ("R&R"), adopted by the Board of Directors of Fairway Oaks Condominium Association ("FWO COA"), are intended to govern all residents and their guests. The Board's intent in adopting these R&Rs is to address property emergencies and to prevent disputes between residents, by establishing basic expectations for how residents and their guests treat the property and communicate.

Disagreements concerning violations will be investigated before any action is taken, and be decided by the Board of Directors, meeting in Executive Session. Violations of the R&Rs may result in the sanctions and costs detailed in the Declaration & Bylaws. Pick your battles, people.

1. ACCESS TO UNIT INTERIORS

The Board of Directors, acting on behalf of the Association, may have a licensed or qualified contractor access any portion of a Unit and its Limited Common Element (as defined in the Declaration & Bylaws) during reasonable hours as may be necessary, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs to prevent damage to the Common Elements or to any other Unit(s).

2. DAMAGE TO COMMON PROPERTY

The common property (as defined in the Declaration & Bylaws) of FWO COA includes the buildings, landscaped areas (including irrigation), and paved areas. Any damage to the common property caused by any resident or resident's guest, whether intentionally or negligently, shall be repaired at the expense of resident. If the resident is a tenant, the owner of the leased Unit shall also be jointly liable for the cost of repair.

3. UNIT OCCUPANCY; GUEST LIMITS; SEASONAL RESIDENTS

Each Unit may only be used as a single family residence. A resident must notify FWO COA through a Board member or the property manager if a guest will be staying in their Unit when the resident is absent. Guests of residents must comply with the R&R, and any guest who persistently violates the R&Rs may, at the direction of the Association, be asked to leave FWO COA property. The Board of Directors may adopt a rule limiting the number of guests allowed in a Unit during the course of a 12-month period. [No such rule has been adopted by FWO COA as of the date of these R&Rs.]

Seasonal residents shall advise FWO COA through a Board member or the property manager when and through what period of time their Unit is unoccupied, and provide an address and other contact information (phone, email) where they or a designated family member can be reached when their Unit is unoccupied.

4. SALE OF A UNIT; NOTICE TO PROPERTY MANAGER

Each new Unit Owner receiving a conveyance from any party must promptly notify FWO COA through its property manager of their contact information. If the new owner(s) will not be taking up residence for more than 30 days after the sale closes, they should also notify the property manager of their anticipated move-in date.

5. LEASING OF A UNIT

5.1 Leasing Limits: No Unit Owner may lease their Unit if delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may lease their Unit without further approval; provided, however, that no Unit Owner may lease a Unit for less than a 60-day period, with a maximum of no more than two such 60-day periods within any calendar year.

5.2 Notice to Property Management; Lease Form: A Unit Owner leasing their Unit must promptly notify the property manager of the name & contact information for each tenant, and the term of the lease. FWO COA may require upon notice to all Unit Owners that a substantially uniform form of lease be used by all Unit Owners intending to lease their Units, and to provide such form as a common expense of FWO COA. [We do NOT currently have such a standard Lease form.]

5.3 No Individual Room Leasing: Entire Units only may be leased, with lease occupancy limited to the tenant, their family and guests. No individual rooms may be rented by a Unit Owner or tenant. A tenant shall have all of the use rights in Common Elements otherwise available for use by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not interfere with an Owner's access rights as landlord pursuant to applicable law.

6. HURRICANE PREPARATIONS

Each resident who plans to be absent from a Unit at any time during hurricane season (June through November) must prepare the Unit, or make prior arrangements for another party to prepare the Unit, by removing all furniture, plants and other movable objects from lanais, entryways and yards.

Each Unit owner should designate a responsible firm or individual to care for their Unit if it suffers hurricane damage. Upon request of the property manager, a Unit Owner shall furnish the name and contact information of such firm or individual.

7. COMMERCIAL USE; HOME OFFICES

No portion of the FWO COA property (including the owner's Unit) may be used for any commercial purpose involving traffic by customers, employees or contractors, except that a resident may use their Unit for home office or "work-from-home" purposes that require only use of a phone, tablet, printer, and other standard office equipment, and for storing personal papers and other records.

8. OUTWARD APPEARANCE—CLUTTER, PERSONAL STORAGE & TRASH/RECYCLE BINS

The sidewalks, entrances, driveways, and the Common Elements must not be obstructed in any way that hampers ingress and egress to and from a Unit, nor may bicycles, wagons, shopping carts, chairs, benches, tables, or any other similar object be stored thereon.

The personal property, except vehicles, of all residents must be stored within their Unit or garage. Garbage & recycling bins may not be placed on the street for collection until NOON of the day before trash pick-up, unless previously agreed for extenuating circumstances by communication with the property manager. At all other times, trash & recycling bins must be kept in garages.

9. ANTENNAE, SIGNS, & BUILDING/YARD/MAILBOX ART

No antenna or aerial may be installed on the exterior walls of a Unit or on the Limited Common Elements of FWO COA, including the roof, without prior written consent of the Board of Directors. Any such antenna so installed without approval may be removed by FWO COA, with costs charged to the owner.

No sign, ad, or notice in any form may be displayed on any part of a Unit, Limited Common Element or FWO COA property by a resident without prior written consent of the Board of Directors. This includes signs within a Unit that are visible from outside the Unit.

Residents should exercise good judgment in using any furniture, ornaments or wall hangings on the exterior of their units, including lanais and entryways, as well as yard and mail-box ornaments.

One standard-size flag or banner attached to a standard pole extending from the wall of a unit or from the shrubbery bed near the entryway is permitted. No flag or banner extending above the lowest portion of the roof line of a unit may be displayed, nor may vertical flag poles be erected in the yard.

10. GARAGE SALES, YARD SALES, ESTATE SALES, VEHICLE SALE SIGNS

No matter what you want to call it, no resident may use their Unit, garage, driveway, or any portion of the common property to conduct a sale of personal property. Residents wishing to sell items from their unit or garage are encouraged to use online virtual garage, etc. sale sites, or take items to a consignment shop.

No vehicles may be parked in driveways, on streets, or in the overflow parking lots with "For Sale" or similar signs visible anywhere on the vehicle, including from inside the vehicle.

11. MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

11.1 Interior Modification of Units *Not* Requiring Board Approval

Residents may make modifications to the interior of their units so long as such alterations or improvements are not visible from outside the unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of the Declaration of Condominium, and are in compliance with all applicable building codes and laws.

11.2 Interior or Exterior Modification to Units Requiring Board Approval

No resident may make alterations or improvements to their unit interior visible from outside the unit, or to exterior walls or structures of their unit, without prior approval of the Board of Directors. This restriction includes enclosing lanais or entryways with screening, transparent material, windows or doors, attachments of awnings, shutters, or canopies and placement of any walkway, patio, pergola, fence or any external structure.

11.3. Procedure to Obtain Approval for Modifications

Residents seeking to modify their unit per Sec. 11.2, or to install flowers, shrubs, groundcover or other landscaping within their Limited Common Elements, must download and complete the Request for Modification Review ("RFM") Form & Instructions posted to the Association/Management company website. After completing & signing the form, attaching all documentation, email the entire RFM package to fwomodifications@gmail.com. The Board will consider the request and communicate an approval, rejection, or request for

additional information to the resident, directly or through the property manager, within 30 days of submission of a complete RFM package (Form & attachments).

12. HAZARDOUS MATERIALS

No inflammable, combustible, or explosive fluid, chemical or substance may be kept in any Unit or limited common element, or storage area, except such as are required for normal household use or for use with outdoor barbecue grills. Storage of such materials must not violate the Florida Fire Code.

Flammable fluids such as organic solvents, paint thinners and charcoal lighter fluid must be kept in original containers in quantities less than one gallon for each fluid type, with a limit of two gallons total, in the resident's garage, and well away from combustible materials. LPG (propane) tanks for outdoor barbecue grills (either attached to the grill or unattached) must be stored in cross-ventilation of fresh air such as a screened-only lanai or open air patio. Residents who store LPG (propane) grills on a screened-only lanai or open air patio, and who are absent during hurricane season, must remove any LPG (propane) tank from the grill. The LPG (propane) tank should not be stored in the garage.

The Florida Fire Prevention Code also prohibits the storage or use of LPG cylinders inside a residential unit.

13. COOKING WITH BARBECUE GRILLS & SMOKERS

Use of an outdoor barbecue grill for cooking is allowed on a driveway, entryway, or patio behind a resident's unit, provided that when such grill is not in use it shall be stored out of sight (under a suitable grill cover) on a lanai or a patio.

Food smokers may be used on a screened-only lanai, driveway, entryway or patio behind the owner's unit. When not in use, the food smoker must be stored out of sight in the garage, or under a suitable grill cover on a lanai or patio.

No hibachi, LPG (propane) grill, charcoal grill, electric grill, or other similar devices used for cooking, may be used or kindled under any overhanging portion or within 10 ft of any building structure.

14. PATIO WARMERS, PATIO HEATERS AND FIRE PITS

Patio warmers with only LPG (propane) may be used on an outdoor patio or driveway area. The patio warmer must be placed on patio pavers or concrete or on a driveway. Maximum specifications: 30" high, 35" deep, 35" wide.

Written approval of the Board of Directors is required before installation---an RFM Form (see "Modifications," above) may be used for this purpose. The patio warmer may not be used within 5' of any portion of a building if it is an open-flame UL listed gas fire pit heating device. When not in use, the patio warmer must be covered and stored away out of sight.

Patio heaters, protected and fully enclosed, may be used in areas designated by the manufacturer for safe use, but not closer than 5' feet from an exit.

No wood, charcoal, or pellet burning fire pits are allowed.

15. VEHICLES AND PARKING

15.1 Overflow/Guest Parking Areas: The three common parking areas within FWO COA are to be used primarily for parking of transient vehicles (contractors, etc.), guest parking, and for occasional parking by residents.

No vehicle is permitted to remain parked in a common area parking lot for more than seven consecutive days without permission being granted by the property manager or the Board of Directors. Guests who are traveling with a resident on a vacation or other trip away from Palmetto, where both the resident and the guest are away, may not park the guest's vehicle in an overflow/guest parking lot—the absent guest's vehicle must be parked in the resident's garage or driveway.

15.2 Driveway Space: Each unit is assigned an uncovered parking space immediately outside the garage door of such unit for the exclusive use of the residents and guests of that unit.

15.3 Outdoor Parking: Any vehicle, including a golf cart, that fits within the confines of a resident's garage may be parked outdoors on a regular basis. All vehicles so parked, regardless of type, must be maintained in reasonably pristine external appearance with regard to body damage, paint and cleanliness, and have no fluid leaks. All open-bed trucks with objects in the bed must be kept in an orderly manner. No resident(s) of a Unit may park or store more than two vehicles of any type outside of the resident's garage within the FWO COA premises, other than for temporary parking in the overflow/guest parking areas. Vehicles bearing commercial advertising signs must be parked in the resident's enclosed garage.

No vehicles, including golf carts, may be parked on grass or mulched areas, even temporarily.

15.4 Recreational Vehicles: No trailer, camper, motor home, boat, boat trailer, canoe, motorcycle, motor scooter, go-cart or other similar recreational vehicle is permitted to remain upon any portion of the FWO COA premises, other than for temporary parking, unless parked in an enclosed garage.

Temporary parking means the occasional parking of such vehicles belonging to residents or their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved drives, garages or the guest/overflow parking lot spaces. In no event shall there be any overnight parking or storage of recreational vehicles on the streets, driveways, or guest parking spaces.

15.5 Repair of Vehicles and Immobilized Vehicles: No vehicle that cannot operate on its own power may remain on the FWO COA premises for more than 24 hours other than within the resident's garage. No repair of vehicles shall be made other than in resident's closed garage.

16. DISTURBANCES TO QUIET ENJOYMENT; RESPONSIBILITY FOR DAMAGES

16.1 Disturbances: No nuisance or disturbance, including loud noises, flashing lights, or noxious odors, or any activity that interferes with the peaceful possession and quiet enjoyment of the premises by residents, is allowed on the FWO COA premises. Specifically, no resident or guest may play any musical instrument, or operate a television, phone, or electronic music or sound amplifier at a volume that is likely to disturb others. The volume of such devices should be lowered as of 11 PM. No activity specifically authorized by FWO COA shall be considered a nuisance or disturbance.

16.2 Child & Guest Behavior: Residents are responsible for the behavior of all children in their household, and of their guests of any age, for any damage they may cause. Play should be restricted to the dead-end sections of the Fairway Oaks Drive to reduce the possibility of accidents involving vehicles, and to that portion of the common property behind Buildings 7 & 9, adjacent to the cow pasture.

17. ANIMALS

17.1 Pet Rules: No keeping, boarding or raising of animals or reptiles is permitted, except for small domesticated pets such as dogs or cats (not to exceed 25 pounds when fully grown), and not exceeding one per Unit without prior approval of the Board of Directors. A "service animal" (dog) under the Americans with Disabilities Act, or an "assistance animal" under the Federal Housing Act is exempt from the 25-pound weight limitation. Fish or caged birds are not subject to the one-per-Unit limitation, but must not be kept in unreasonable numbers or otherwise violate the provisions of this Section.

Pets are not permitted on the Common Elements unless accompanied by a person responsible for such pet, and must be either leashed, at heel, or carried. Any resident or guest who keeps any pet on any portion of FWO COA premises is deemed to have agreed to indemnify and hold harmless FWO COA from any loss, claim or liability arising from the keeping of such pet within the FWO COA premises.

Residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Per FL law, all dogs and cats 4 months of age and older must have a current U.S. Department of Agriculture (USDA) approved rabies vaccination, and residents must be able to show a current license (vaccination) tag for their pet if requested by the Board of Directors or property manager.

17.2 Complaints: Any complaints from other residents of non-compliance with the pet rules, or damage caused by a pet, must be submitted to a Board member or the property manager, in writing, and will be investigated by the Board or property manager.

In the event of non-compliance with the pet rules (Section 17.1), the Board must advise the Unit owner of the violation, and seek assurance, in writing, from the Unit owner of the owner's intention to comply with the pet rules going forward. In the event of damage to FWO COA property, the Board or property manager shall notify the Unit owner in writing to make the necessary repair or replacement.

17.3 Consequences of Infractions:

Each pet complaint submitted constitutes an infraction for purposes of this Section, provided that the complaint is found to be justified. The Board will take action regarding such infractions in accordance with the provisions of the Declaration of Condominium.

Following a 2nd infraction, the Board will notify the Unit Owner in writing, warning that future infractions may cause a fine to be levied, or a civil action brought against the owner, seeking an order to remove the pet from FWO COA premises. Infractions shall cumulate only on the basis of separate 12-month periods, with each new period commencing on January 1.

These "Rules & Regulations in Simple English" were approved by the Board at its Feb. 22, 2023 Board Meeting, after being distributed via email to all members. It supersedes all prior versions of Fairway Oaks COA R&Rs, and all prior Drafts of this document.