

FAIRWAY SIX CLUB, A HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

05/2017

EXTERIOR MAINTENANCE OF HOMES:

- A. Each Owner shall provide for the maintenance, repair and replacement for all portions of his or her own Home, both exterior and interior.
- B. All Home exterior surfaces, including roofs, shall be kept in acceptable visual and functional condition at all times, as determined by the Association.
- C. The interior of all Homes shall be kept in a neat and sanitary condition.
- D. Each individual Owner shall be responsible for determining that contractors providing Home maintenance are properly licensed and insured, and are fully cognizant of the Association's building and maintenance specifications.
- E. Each individual Owner is responsible for termite or pest damage to their Home.

RIGHT OF ENTRY:

- A. With written notification, the Association has the right to enter your home for the following reasons:
 - a. To inspect the shared components of a building when the Association has a good faith belief that a condition in a Home or abutting Home is causing damage to the shared components of the building, which shall include but are not limited to building walls, slabs, support structures, and roofs.
 - b. To maintain, repair or replace shared components damaged by a condition occurring in a Home.
 - c. To remedy a condition causing damage, which was not maintained, repaired, or replaced by the responsible Homeowner after receiving written notice of the need for maintenance, repair, or replacement.
- B. The Association May enter your home without written notice if the Association has a good faith belief that emergency access and repairs are necessary to prevent damage to the Home, adjacent Home or shared components of the building and that the delay in providing notice would result in additional damage.

ARCHITECTURAL REVIEW:

- A. An Architectural Request Form must be submitted for the following changes you may wish to make to your home or lot:

- a. To construct any improvements including landscaping.
 - b. Any exterior alteration or other exterior improvement to an existing Lot or Lots.
 - c. To maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the Lots.
 - d. Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended. **ARC approval is not required for the replacement of plantings or landscaping so long as the replacement plantings or landscaping are the same or are similar in appearance.**
- B. Any structure, including but not limited to buildings, fences, roofs, driveways, sidewalks, walls, pools, screen cages, enclosures, mail box, solar energy devices, antennas, water and sewer lines, irrigation systems, signs, statues, or decorative objects or landscaping devices shall be deemed to be alterations or improvements subject to architectural review.
- C. The term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements and the planting or removal of plants, trees, or shrubs.

TELEVISION ANTENNAE/SATELLITE DISH:

- A. An Architectural Request must be submitted to install an antennae or satellite dish.
- B. The antennae/satellite requirements are as follows:
- a. Must be no larger than 1 meter in diameter.
 - b. Must be placed on the ground, or on a post no higher than five (5) feet, or attached to a Home either on the side or at the rear.
 - c. Must be screened by a hedge or fence which is approved by the ARC.
 - d. Must be compatible with the residential character and appearance of the subdivision.
 - e. Must be in compliance with such other written specifications that the ARC shall promulgate in writing from time to time, and (f) in compliance with this Declaration may be installed on a residential lot.

RESIDENTIAL & BUSINESS USES:

- A. The Lots and the Common Areas shall be used for single family residential purposes only.
- B. A single family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single household unit.
- C. No trade or business may be conducted on any Lot or on the Common Areas, except that an Owner, tenant or other occupant may have a home office within the Home so long as:

- a. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home.
- b. The business activity conforms to all zoning requirements for the subdivision.
- c. The business activity does not involve persons coming onto the subdivision who do not reside in the subdivision or door-to-door solicitation of residents of the Condominium Property.
- d. the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision

OCCUPANCY:

- A. Permanent occupancy may not exceed two (2) persons for each bedroom, except when temporary guests are visiting.
- B. Temporary guests shall be defined as individuals gratuitously residing in a Home at the request of the Owner or Tenant for not more than fourteen (14) consecutive days or more than thirty (30) days in any twelve (12) month period.
- C. Persons residing within a Home for more than fourteen (14) consecutive days or more than thirty (30) total days in any twelve (12) month period shall be deemed Tenants and must go through the application process.
- D. Subletting, transient occupancy, and the lease, or renting, of individual rooms, or a lease of less than all of the Home shall be prohibited.
- E. No Home shall be leased for a term of less than ninety (90) days or more than two (2) times in any calendar year. A rental which begins in one (1) calendar year and ends in the next shall not be counted against the maximum rental frequency in the second year.

NUISANCES, OFFENSIVE OR ILLEGAL ACTIVITIES:

- A. No portion of the subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property.
- B. No noxious, illegal or offensive activity shall be carried on upon any portion of the subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the subdivision.
- C. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision or which will increase insurance rates on any Home or on the Common Areas.

CLUBHOUSE, POOL, AND TENNIS/PICKLEBALL COURT

- A. The clubhouse, pool and tennis/pickleball court are for the use of fairway 6 residents. Guests using these facilities must be accompanied by a Fairway 6 resident or guest(s) must be staying with the resident. All posted rules must be observed when using these facilities.
- B. To reserve the use of the clubhouse or tennis/pickleball court, note the resident's name on the appropriate date on the calendar that is posted on the bulletin board at the clubhouse.
- C. After using the clubhouse, residents are responsible for cleaning, removal of trash, and locking the clubhouse. The air conditioning temperature should be reset to 80 degrees.
- D. After using the pool, residents are responsible for making sure all gates are securely closed and the rope with floats is securely hooked at each end across the middle of the pool.

SIGNS:

- A. No sign, billboard or notice of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Home or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision except that an Owner may erect and maintain one (1) FOR SALE sign provided it conforms to approved landscape design and standards in accordance with the approved standard, and prior written approval for the installation has been provided by the Board of Directors.

TRASH CONTAINERS & PICK-UP:

- A. All trash containers shall be screened or placed in garages so that they shall not be visible from streets or other Lots.
- B. On collection days trash must be placed curbside in closed containers or secured trash bags.
- C. Garden trash is to be properly bagged and placed curbside according to the utility contract for each Lot and bundled according to County ordinance.

HANGING OF LAUNDRY:

- A. No hanging of clothes, towels, or other laundry shall be permitted on any Lot except in such a manner that is not visible from streets or other Lots.

BOATS AND FISHING:

- A. Only boats that are not motorized and that are less than fourteen (14) feet in length shall be permitted on the lake.
- B. Boats shall not be moored or stored overnight on the lake or shoreline.
- C. Fishing in the lakes is only permitted if you are a resident of Fairway Six Club.

- D. All fish caught must be released.

ANIMALS:

- A. Birds, fish and up to two (2) cats or two (2) small dogs or one (1) cat and one (1) small dog may be kept upon a Lot. A small dog is defined as a dog weighing no more than forty (40) lbs., currently or at maturity.
- B. No animals other than dogs, cats, fish and birds specified herein shall be kept or permitted within the subdivision.
- C. All persons keeping such animals shall be required to clean up after their animals and shall not allow their animals to cause health hazards, noise disturbances, or other nuisances to residents.
- D. Aggressive animals shall be prohibited.
- E. All animals shall be leashed when outside of the Home.
- F. Animals shall be kept and maintained in compliance with all laws, ordinances, and regulations.

VEHICLES & BOATS:

- A. Owners and Tenants with garages shall park their vehicles in their garages overnight with the garage door shut. Requests for exceptions to this rule, stating the need and the period of time of the need, may be submitted in writing to the Board of Directors. The Board of Directors may grant exceptions for designated periods of time to permit overnight parking of one (1) vehicle in the Owner's or Tenant's driveway or in the spaces provided in the Common Area. Guest cars shall be parked in the Common Area parking spaces overnight.
- B. Overnight parking of storage of trailers, boats, recreational vehicles, work equipment, commercial vehicles and oversized vehicles on a Lot, unless parked or stored in a closed garage, is prohibited within Fairway Six. The Board of Directors may grant permission to accommodate special parking needs of visitors or guests for short visits, when the Owner has made such a request in writing prior to the need.
- C. "Commercial vehicles" shall mean those which are not designed and used for customary, personal/family, purposes, and those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; or those vehicles which contain or transport tools, tool boxes or other equipment incidental to any business.
- D. No automobile, moving van, truck or other vehicle shall be parked, driven across or driven onto the lawns or walkways without prior written consent of the Board of Directors. Golf carts, lawn maintenance and repair equipment shall be exempt from this restriction.