

# Fairmount Village Condominium Association, Inc.

## Rules and Regulations

The Fairmount Village Condominium Association, Inc. Declaration of Covenants and Restrictions (CC&R's) Article V, Section 5.1 authorizes the Board of Directors to prepare and amend as necessary rules and regulations that apply to all homeowners, residents, tenants and their families and guests. Everyone's cooperation is expected. The purpose of the rules and regulations is to enhance the quality of life, to preserve and improve person and common property values, and provide a way for neighbors and management to resolve their differences.

All owners, residents and managerial agencies have the responsibility to enforce the following rules and regulations and report any infractions of them. Failure to comply with these rules and regulations will result in remedial action by the Board of Directors in accordance with Article XII Section 12.1 of the CC&R's.

1. **Guest:** A person who does not formally live on the premises, but who is on the premises by the invitation of an Owner or Tenant.
2. **Owner:** The person(s) holding full or partial title to one or more units within the complex.
3. **Tenants:** The person(s) leasing/renting a condominium unit from an Owner. Roommates are considered Tenants.

**ALL OWNERS INCLUDING BUT NOT LIMITED TO THEIR TENANTS, FAMILY, GUESTS OR INVITEES ARE SUBJECT TO THE RULES AND REGULATIONS SET FORTH IN THIS BOOKLET, THE CC&R'S, AND THE BYLAWS. OWNERS WILL BE HELD RESPONSIBLE FOR THEIR ACTIONS (INCLUDING BUT NOT LIMITED TO THE ACTIONS OF THEIR TENANTS, FAMILY, GUEST, OR INVITEES).**

## **RULES FOR THE COMMON AREA - (Category A & P Violations pertain)**

1. Excessive Noise, including but not limited loud music, barking dogs, loud parties, and honking horns, is not permitted at any time.
2. Parents are responsible for ensuring that their children behave in a way that does not disturb other people or disrupt the Condominium complex.
3. Use of go-carts, skateboards, roller skates, shopping carts, and the like are not allowed in the Common Area.
4. Trash, garbage, and all other refuse must be deposited in the trash bins provided. Such items shall not be allowed to accumulate in any space other than inside the trash bins.
5. All mail (including junk mail) is the responsibility of the Owner/Tenant and is not to be left in the Common Area except in the trash container provided.
6. No personal property of any type may be stored or left in the Common Area.
7. Patio or yard sales are not permitted.
8. Unsightly objects shall not be placed or stored on a patio where they may be seen by other Owners or by the general public. This includes, but is not limited to, towels, personal effects, appliances, cleaning items, laundry, etc.
9. Plants on individual patios affect the aesthetic value of the Complex and must be kept in presentable condition.
10. Any person who adjusts any equipment, valve, or connection (electrical, gas or water) within the Common Area(s), and thereby creates an inconvenience or malfunction of the equipment shall be subject to fines and assessed for the damages. Equipment in the Common Area is to be maintained only by the proper maintenance service personnel, by a member of the Board of Directors, or designee of the Board.
11. All Christmas trees brought into or removed from the Complex must be completely enclosed in paper or plastic wrapping to prevent littering of the Common Area with branches and needles. Violation of this rule will result in a fine of twenty five (\$25.00) dollars plus the cost of cleaning as billed by the vendor.
12. A non-refundable fee of twenty five (\$25.00) dollars will be assessed to each Owner, other than original owners, at closing time, to cover the cost of providing a copy of the Bylaws, CC&R's, and Rules & Regulations. A fee of twenty five (25.00) dollars will be charged for replacement copies of these documents or additional copies of these document to distribute to their tenants. (It is the Owner's responsibility to furnish these documents to each tenant before they move in).
13. Realtor key lock boxes and 'For Sale' or 'For Rent' signs are to be placed only in the areas designated by the Board of Directors. These signs are not allowed on the common property of the Homeowners Association, and placement of these signs in windows or on patios must be approved by the Board of Directors.
14. Access to electrical and/or maintenance rooms is restricted.
15. Owners are responsible for maintaining the security and privacy of fellow residents and are directly responsible for the actions of their family, tenants, guests and invitees. Fairmount Village Condominiums is the private property of the Association members.

16. Children are not to play in the parking lot and must be supervised by an adult when playing in any Common Area
17. Only vehicles that belong to residents may be washed within the complex. Vehicles belonging to their visitors, guests, or employees are not to be washed.
18. In an emergency, contact Management or the President of the Association
19. Concerns regarding Common Area damage (broken pipes, broken gages, roof leaks, etc) must be submitted to Management.

#### **RULES FOR LEASING/RENTING UNITS**

1. All lease or rental agreements must contain a statement that failure to comply with the CC&R's, Bylaws or Rules and Regulations constitutes a default under the lease. This protects both the Owner and the Association.
2. A copy of the lease agreement must be provided to Management within three (3) days of execution of the lease.
3. An Owner has the obligation to evict a Tenant if the Tenant(s) continually refuse to comply with the Association CC&R's, Bylaws and Rules & Regulations.
4. It is the responsibility of the Owner to submit the 'Fairmount Village HOA Tenant Information Form' for the recording of telephone emergency number and mail box listing information.
5. It is the Owner's responsibility to provide the Tenant(s) with a copy of the CC&R's, Bylaws and Rules & Regulations and mail box keys.
6. Property Management service is provided only to the Owner of a Unit. All Tenant concerns of Association functions are to be directed through the Owners to the Property Managers.
7. A unit owner is allowed to lease his unit without prior approval from the Board and without having to comply with the lending requirements of any agency and without being subject to the then current federal mortgage eligibility requirements as described in Section 5.18 of the CC&R's.
8. A unit owner is allowed to lease his unit at any time.
9. In an instance of conflicting language between the CC&R's and the RULES and REGULATIONS, the rules will supersede the CC&R's with respect to Section 5.18.

#### **RULES FOR OCCUPANCY OF UNITS**

NO OWNER SHALL OCCUPY OR USE THE UNIT, OR PERMIT THE SAME OR ANY PORTION THEREOF TO BE OCCUPIED OR USED FOR ANY PURPOSE OTHER THAN A PRIVATE SINGLE-FAMILY RESIDENCE FOR SUCH OWNER AND THE FAMILY, TENANTS, GUESTS, SERVANTS, EMPLOYEES, OR INVITEES. AN INDIVIDUAL LIVING IN THE COMPLEX WILL BE CONSIDERED AN OCCUPANT AFTER FORTY FIVE (45) DAYS IN ANY THREE HUNDRED AND SIXTY FIVE (365) DAY PERIOD. OCCUPANCY OF A UNIT IS LIMITED TO TWO (2) PERSON PER BEDROOM.

### **RULES FOR PETS - (Category A & B violations pertain)**

1. Each Owner may only have a maximum of two (2) pets in cumulative total (including cats) and only then if they are kept as household pets for private use and not for commercial purposes.
2. Approved pets shall be contained in their Owner's unit or on a leash and shall not be permitted to run loose.
3. Habitually barking dogs are prohibited.
4. No horses, livestock, pigs, pot belly pigs or ferrets of any type shall be kept in any unit.
5. All county and city ordinances pertaining to animals shall be enforced in all areas of the complex.
6. Any expense incurred as a result of damage by an animal to any condominium property, real or personal, shall be borne by the animal's Owner.
7. All dogs that are not hand-held must be kept on a leash at all times when in the Common Area.
8. If a pet is curbed within the Complex it is the Owner's responsibility to cleanup the pet waste. Pet owners may not allow pets to urinate or defecate on patios or balconies.
9. Any instance of pet waste on patios that occurs as the result of an accident must be cleaned up immediately so that the odor does not disturb other Owners.
10. Hosing off waste from patios is not permitted if the water carries the waste into the Common area or onto the property of another Owner.
11. No animals other than dogs are allowed outside of an Owner's unit, and dogs must be leashed at all times. No cats are allowed outside.

### **RULES FOR PARKING - (Category P violations pertain)**

1. At no time may anyone park a vehicle in a way that obstructs entranceways or park anywhere except a designated parking space.
2. Parking in an emergency lane or handicap access area is prohibited. Vehicles parked in these areas will be towed according to local and state ordinances at the vehicle owner's expense.
3. Owners having visitors who wish to park their vehicles for more than two (2) days must submit a written request to *Management* for additional parking privileges.
4. No parking is allowed on the common grounds except in designated parking areas. Boats, trailers of any kind, and other recreational and commercial vehicles of any kind shall not be parked on the common grounds.
5. No vehicle maintenance, including oil changes, may be performed on the property.
6. Any vehicle that obstructs traffic, does not have current licensing and tags, or is inoperable or abandoned, will be towed away immediately.

7. Owners and Tenants must not allow their vehicle to cause oil or grease spots on the Common Area or parking lot, and are responsible for the removal of any oil or grease spots caused by their vehicle.

## **RULES FOR EXTERIOR ALTERATIONS**

1. Any exterior alterations, modifications, additions, etc. including but not limited to patio covers, patio shades, etc. are not permitted.
2. Aluminum foil, blankets, or other opaque materials may not be used as a window covering under any circumstances.

## **RULES FOR DUES ASSESSMENTS**

1. There will be a \$25.00 late fee for any monthly assessment not paid or postmarked by the 10<sup>th</sup> of the month.
2. Any past due assessments shall bear interest at the rate of 21% per annum, until payments are brought current.
3. A lien will be filed on any unit three or more months delinquent in dues payments.

## **ADMINISTRATION OF RULES**

1. All Owners, Tenants, and other occupants of the Complex are asked to work together to enforce the Rules & Regulations and to do so in a courteous and cooperative manner. Anyone wishing to report a violation may do so in writing; state the nature of the violation, the person(s) or unit(s) involved, the date/time, the place of the violation(s), and send to *Management* or to a Board Member.
2. An Owner, Tenant, guest or other occupant who acts in violation of the CC&R's, the Bylaws, or other Board approved rule(s) and whose actions result in damage to personal or real property belonging to the Homeowner's Association shall be fined immediately without warning for the cost of repairing or replacing the damaged property. For less serious violations, and Owner, Tenant, or other occupant is entitled to one (1) **WARNING VIOLATION LETTER**. Failure to remedy the condition or repeated additional violations will result in a **FINE**. Anyone who has been charged with a violation of the CC&R's, the Bylaws or any other rule(s) will be notified in writing of the alleged violation, the amount of the fine, and how long they have to appeal the violation.
3. Any resident(s) who violate(s) any of the rules set forth herein or covered in the CC&R's shall be subject to remedial procedures in the following order:

### **PARKING VIOLATIONS - CATEGORY P**

1st Offense- written warning

2nd Offense-\$50.00 fine

3rd Offense-\$100.00 fine and possible tow-away at Owner's expense

The warnings and fines are assessed against the individual unit, not the specific vehicle involved.

**CATEGORY A**

- 1st Offense-written warning
- 2nd Offense-\$25.00 fine for the same violation
- 3rd Offense-\$50.00 fine for the same violation
- 4th Offense-\$100.00 fine for the same violation

**CATEGORY B**

- 1st Offense-written warning
- 2nd Offense-to be determined by the Board of Directors

The Fairmount Village Homeowners' Association has the right to file a court action and to impose a lien to recover any sums not promptly paid as the result of a fine, repair, assessment, etc., against Owner, Tenant, guest or other occupant. The Board may also assess delinquent charges and interest for late payments of such fines, suspend the right to use the recreational facilities and suspend voting rights in the Homeowner's Association until payment is received.