

Fairmont Place Homeowners' Association

Rules and Regulations

Introduction

This compilation of the more common rules and regulations of the Association are provided as a quick reference only and are not intended to be all encompassing of the Covenants of the Association or published or posted rules within the Association or of civil law. It is expected that owners and residents have read and are somewhat familiar with the Declarations, Articles of Incorporation and Bylaws (The Covenants) of the Association. The authority of the Board of Directors to adopt Rules and Regulations is derived from the Covenants and Chapter 720 of Florida law governing Homeowners Associations

Absence from these rules and regulations of any prescribed requirement or prohibition within the Covenants does not circumvent or otherwise limit the enforcement of those requirements or prohibitions by the Association or the Board of Directors thereof. Any rule or regulation not prescribed for in the Covenants but adopted by the Board of Directors and not prohibited by the Covenants or Chapter 720 is enforceable.

As noted above, some of these Rules and Regulations are drawn from the Covenants and some are in addition to those provided for in the Covenants. All are intended to provide guidance to residents in everyday activities and conduct within the Association so that a harmonious and orderly atmosphere may prevail within the Association.

Since we are a self governed Association it is expected that all Owners, Members and Residents will do their best to become familiar with and follow these rules and regulations for everyday conduct and activity within the Association and that we ask visitors and guests to do likewise.

FAIRMONT PLACE HOMEOWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS

Homeowners/residents are responsible for the conduct of or damage caused by themselves and/or their guests. Both homeowners and residents must exercise reasonable self-control and control of their guests so as not to place a burden on other homeowners/residents and upon the Association.

All governing documents must be read, understood and abided by.

Trucks, vans, motorcycles and commercial vehicles must be parked in the garage.

No firearms or weapons within the clubhouse or on recreational facilities.

Lawn signs and ornaments are not allowed. Security signs should be 10 feet from front door.

Rigid garbage containers must be used and are provided by Waste Management. Trash and recyclables (bins also provided by Waste Management) are picked up on Wednesday early morning and trash and vegetation pickup is on Saturday. No trash or vegetation should be placed on the curb before 5:00 pm the night prior to pickup. Containers and bins should be collected and stored as soon as possible after pickup.

No alterations to the exterior of homes may be made without ARC approval. Please refer to Section 8 of Declaration of Covenants.

No overnight parking on the street.

A speed limit of 20 mph and all stop signs should be observed.

No more than one dog per household, maximum weight of 20 lbs. at maturity. Dogs must always be on leash and cleaned up after.

Excessive noise from generators, engines and power tools shall be operated between the hours of 10:00pm and 7:00am at any time.

Section 15.3 of the Declaration authorizes the Board to disapprove a sale for cause where the buyer does not pay at least 20% of the purchase price at the time of purchase, subject to limited exceptions. The exceptions require that the Board determine that the applicant is financially stable. The Board has resolved that an applicant will only be considered financially stable if the applicant has a credit score of 700 or higher and has not been a debtor in a prior bankruptcy or a defendant (other than as a junior lien holder) in any prior foreclosure.

CLUBHOUSE RULES

The Fairmont Place Clubhouse has traditionally been used exclusively for Association sponsored and Board of Director approved events and the Board of Directors has since inception, held the authority to approve or disapprove member/owner/resident sponsored events. It has been longstanding policy that the Board of Directors has allowed occasional member/owner/resident onetime events to take place with the following provisions:

The Clubhouse hours are from 8:00am to 12:00 midnight. The Clubhouse is never closed to member/owner/residents except the normal midnight to eight am daily closing or emergency or other conditions requiring closing as deemed by the Board of Directors.

No decorations that involve the placing of any attachments that damages the surface of any wall, ceiling, trim, fixture or any other interior or exterior surface of the clubhouse is allowed. I.E.: screws, nails, pins, thumbtacks, staples or any other penetrating attachment devices may not be used, nor any type of tape, glue or other attaching method that leaves residue or otherwise mar or discolor the surface attached to.

No signs, etc. are to be posted on Association bulletin boards. A separate "residents" board is provided and posting requires approval and a time limit. The Board has published rules for bulletin boards.

No smoking or smoking devices anywhere in clubhouse.

No pets allowed in clubhouse or in any recreational area.

Persons under the age of 18 must be accompanied by an adult in the Clubhouse.

Guests who are 15-18 years old may use exercise equipment and billiard room facilities only if supervised by a member/owner/resident.

Exercise equipment is used at own risk and billiard tables are to be covered and equipment returned to proper place after play.

No gambling; use of chips is permitted.

Shoes and cover-ups are required in the clubhouse. No wet swimwear is allowed in clubhouse other than restrooms and hallway from pool area to the restrooms.

No food or drink is permitted except during approved sponsored event.

CLUBHOUSE RULES

Member/owner/resident events are granted non-exclusive use and must tolerate member/owner/resident non-guests of the event traversing and using the facilities of the clubhouse.

Board approved Clubhouse usage by member/owner/resident will be limited to one single day/evening event in any thirty day period.

Any conflicts with Association sponsored events or recurring approved events will not be approved.

Members/owners/residents will not be allowed to sponsor an event where the sponsor will not be in attendance for the full duration of the event.

The member/owner/resident events cannot continue past midnight on the day/evening of the event; lights in the Great Room and card or fob access at the clubhouse are automatically turned off at midnight each day of the week including weekends and remain off until six am.

The member/owner/resident sponsoring the event is responsible for any damage to the clubhouse, or furnishings of the clubhouse, damaged or broken during the event regardless of whom attending the event caused the damage. If damage is discovered after the event it is assumed that it occurred during the event unless the damage is reported to the Association prior to the start of the event, and if no preparation occurs the beginning time of the event shall be deemed the notification cutoff time.

No cooking of food is allowed, the stove/oven and microwave may be used to keep warm already cooked food and the refrigerator may be used to keep food and beverages cold during the event.

The Clubhouse must be cleaned and restored to the condition it was in before the member/owner/resident event was prepared for or occurred and all food and beverages must be removed at the end of the event.

Any cleanup or other costs incurred by the Association related to the event may be charged to the member/owner/resident sponsoring the event.

The same rules that have been in place since clubhouse usage by member/owner/residents have been approved or disapproved and as restated and outlined above shall remain as conditions of approved usage.

POOL AND RECREATIONAL FACILITIES

Pool and spa are unattended. Use at own risk.

Pool and spa (whirlpool) are to be used during daylight hours only.

Persons under the age of 18 are not permitted in spa.

Persons under the age of 13 must be accompanied by an adult at all times.

Anyone requiring diapers or wearing bandages, surgical dressings or with open wounds/sores on any part of the body are not permitted in the pool or spa.

Proper bathing attire is required.

Fins, rafts, water balls, flotation devices, snorkels, etc. are not permitted. Small water wings are allowed.

Rinse or shower each time before entering pool and spa. No soap products are permitted.

No diving, jumping or throwing objects in the pool.

No playing loud music or sound devices that could disturb others.

No glass of any kind is permitted in pool area.

No food, drink or animals are permitted in pool area.

Smokers or vapors must use proper receptacles for discarding ashes, butts or vaping material. A designated smoking area will be provided for smoking or vaping.

No wet attire in clubhouse, only to and from restrooms using poolside door.

Use of pool furniture is on a first come basis; no reserving. Towels are recommended to cover chairs and chaises whenever lotions are used.

If pool furniture is moved, please return to the original location before leaving the area.

TENNIS COURTS

Tennis courts are open during daylight hours.

Litter must be placed in proper receptacles.

Common etiquette and consideration must be observed at all times.

Drinks in cans, plastic or thermos are permitted; no glass.

FAIRMONT PLACE HOMEOWNERS' ASSOCIATION

DEFINITIONS

The following definitions are adopted in order to accommodate recurring events sponsored or approved by the Board of Directors of the Association.

Definitions:

Association sponsored event: Any event approved by the Board of Directors, whether a single event or a regularly occurring event, whether cost is incurred by the Association or not, that is open to all members/owners/residents wishing to join the approved event except those events that may be limited by the space or require a fee associated with the event.

Member/owner*/ resident sponsored event: Any event that a member/owner/resident wishes to hold for a specific purpose as a single event, IE: birthday, anniversary, holiday or other party/celebration/remembrance/observance with the member/owner/resident bearing all costs of the event and at no cost to the Association other than electricity and water that is normally available at the Clubhouse.

***Non-resident owner events** will not be approved as any rights of use and enjoyment of the common areas of the Association are surrendered to tenants/residents of the owner.

The Board of Directors further reserves the right, as provided for in the Association's governing documents, to charge a fee and or require a deposit for any member/owner/resident sponsored usage of the Clubhouse.

8-21-2019

Rules and Regulations

Maintenance of common area trees, root trimming

As per the Declaration of Covenants, restrictions and easements of Fairmont Place

8.1 Prohibited alterations,

No homeowner shall make any additions, alteration or improvement in or to the common property

THIS MEANS NO OWNER MAY REMOVE A TREE ON COMMON PROPERTY

As a planned development, hardwood trees were placed at the rear of the properties at an enough distance from the foundations in order to allow the periodic trimming of tree roots on an as needed basis to mitigate roots encroaching the original structure.

As homeowners have added or are planning to add patios or enclosures, the root migration process has or will be compromised as the HOA can no longer access the roots. **SINCE THESE ARE INITIATED BY THE INDIVIDUAL OWNERS, ANY EXPENSE INVOLVED IS THE RESPONSIBILITY OF THE LOT OWNER. THAT INCLUDES THE EXPENSE OF REMOVING EXISTING TREE, INSTALLING A BARRIER TO PREVENT ROOTS FROM GOING UNDER NEW CONSTRUCTION, AND OBTAINING APPROVAL FOR ACQUIRING AND PLANTING A REPLACEMENT TREE.**

As per the Declaration of Covenants, restrictions and easements of Fairmont Place

9. Operation of the community by the association Powers and Duties

i. the power to adopt and amend rules and regulations concerning the details of the operation and use of the lots and the common property.

The HOA is creating the following rule to address the issue of restricted root access.

Homeowners wishing to install patio or enclosure that has been submitted for approval of the ARC, can request the board to approve the removal of the existing mature tree along with the installation of the replacement tree.

The cost of tree removal, replacement tree and re-sod will be paid for by the homeowner as this modification solely affects only their property.

The removal and replacement, plus sod work will be done through the HOA, using our vendors. Replacement tree will be determined by the HOA.

This rule is applicable to patio / enclosure requests that have met all ARC guidelines.

It is highly recommended that a root barrier is installed to mitigate future root intrusions.

Homeowner is also responsible to pay the fee to the HOA for relocating the irrigation to accommodate the patio / enclosure installation.

ANY HOMEOWNER WISHING TO INSTALL A NEW STRUCTURE OR OTHER IMPROVEMENT ON THEIR INDIVIDUAL LOTS WHICH WILL INCLUDE REMOVAL OF AN EXISTING TREE MUST:

- 1. OBTAIN ARC APPROVAL FOR THE INSTALLATION OR IMPROVEMENT**
- 2. OBTAIN WRITTEN APPROVAL FROM THE BOARD FOR THE REMOVAL OF ANY TREE, WHICH WILL ONLY BE GIVEN FOR TREES IN THE BACK OF THE LOT OR ON ADJOINING COMMON PROPERTY, WHICH APPROVAL WILL BE CONDITIONED UPON SUCH CONDITIONS AS THE BOARD DETERMINES TO BE PERTINENT, INCLUDING , WITHOUT LIMITATION, THE PAYMENT OF THE COST OF REMOVAL OF THE TREE, THE ACQUISITION OF A REPLACEMENT TREE APPROVED IN WRITING BY THE BOARD, AND THE PLANTING OF THE REPLACEMENT TREE AND ANY SOD REQUIRED, ALL TO BE DONE AT THE EXPENSE OF THE LOT OWNER.**
- 3. USE ONLY SUCH VENDORS AS ARE APPROVED BY THE BOARD FOR THE REMOVAL AND REPLACEMENT OF ANY TREE.**