

**Rules and Regulations**  
**Fairways Villas - Greensprings Owners Association Inc.**

**Fairways Villas - Greensprings Condominium**

**Owners Association, Inc.**

**c/o Chesapeake Bay Management**

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Rules & Regulations and  
Architectural Control Guidelines

Adopted January 24, 2005

Revised February 13, 2007

2<sup>nd</sup> Revision November 19, 2007

**Fairways Villas-Greensprings Owners Association, Inc.  
Rules & Regulations and Architectural Control Guidelines**

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## **Fairways Villas-Greensprings Owners Association, Inc.**

### **Rules & Regulations and Architectural Control Guidelines**

**Adopted January 24, 2005**

**Revised February 13, 2007**

**2<sup>nd</sup> Revision November 19, 2007**

At a Board of Directors (Board) meeting on January 24, 2005, the Board adopted the following revised Rules & Regulations (Rules) and Architectural Control Guidelines (ACGs) for the Fairways Villas-Greensprings Owners Association Inc. (Association). These Rules and ACGs are effective as of November 19, 2007, and replace all others previously published.

#### **Description:**

Fairways Villas is a condominium community. The Association is a non-stock, nonprofit corporation, established under the laws of the Commonwealth of Virginia, to provide for maintenance, preservation, management, operation, and architectural control of Fairways Villas, also called the Condominium Property. All Unit Owners (Owners) are members of the Association, and are bound by the provisions of the laws of the State of Virginia, James City County, and the respective Fairways Villas controlling documents, described and referred to herein. Members of the Board, who are elected by the Unit Owners, are either Owners or residents of Fairways Villas, and are responsible for managing the affairs of the Association.

#### **Ownership and Responsibilities:**

An Owner's real property consists of the interior of the unit, and all exterior doors, including glass sliding doors, windows and frames, the air-conditioning units, and all the refrigeration, heating, electrical, water and sewer lines, from the point where such lines begin to serve the individual unit. Additionally, each Owner owns the respective attached or adjoining balcony, deck, or patio, including the patio concrete slab and privacy fence. Driveways and asphalt parking pads are Limited Common Elements (LCE), assigned to Owners for their use. (Declaration, paragraphs 4.2 to 4.4).

All other Condominium Property is considered Common Element (CE) or Limited Common Element (LCE) real property, owned collectively by all Owners, and maintained by the Association. The provisions of the Declaration, paragraph 10, govern the use and occupancy of the Condominium Property. The provisions of the Declaration, paragraph 11, govern the responsibility (Owner versus Association) for the repair and maintenance of the Condominium Property. The provisions of the Declaration, paragraph 10.1.5, require that Owners must obtain Association authorization to make material alterations, additions or modification to a Unit, including the modification of electrical wiring; and require that Owners must obtain Association

authorization to make improvements or changes to the exterior of a Unit, including painting or other decoration.

The Association will develop standard Architectural Control forms for use by Owners to obtain authorizations as required by the Declaration, and Bylaws and these Rules and ACGs.

**Operating Authority:**

The Association derives its authority from the Virginia Condominium Act, and the Association Articles of Incorporation, Declaration, and Bylaws. The Association, through the actions of the Board, has the authority to adopt, promulgate and enforce these Rules and ACGs governing the use of Units and Condominium Property. Article 4.1 l(t) of the Bylaws allows the Board to adopt rules and regulations for use of CEs. Paragraphs 9.3 and 10.2 of the Declaration give the Association the power to pass these Rules and ACGs, and requires Unit Owners to use Condominium Property (including their Units) in accordance with these Rules and ACGs. Since the Declaration is a higher authority than the Bylaws, the Association may pass Rules and ACGs regarding use of the Units.

The Board has the authority to enforce, by legal means, the provisions of the Declaration, Bylaws, Rules and ACGs governing the use of Units and Condominium Property, including the assessment of charges against a Unit Owner, for violation of these documents by the Unit Owner, or the Unit Owner's family, guests, tenants, or invitees. (Bylaws, Article 4.1 l(i); Bylaws, Article 7.6)

**Due Process:**

Violation of the provisions of the governing documents for Fairways Villas must be brought to the attention of the Association through written communication with the Property Manager. Where possible, the Property Manager will attempt to verify the allegation of a violation, before proceeding with notification of such to the respective Unit Owner. The Property Manager also has the authority to document observed violations, and to proceed with Owner notification.

A written allegation of a violation becomes a record of the Association, and shall be withheld from examination or copying by any Unit Owner, in accordance with the provisions of the Virginia Condominium Act. The identity of the individual alleging a violation of the governing documents by another shall not be disclosed through verbal or written communication with that individual, or with the Owner of the respective Unit, if the Owner is not the subject of the alleged violation. A Unit Owner who chooses to contest an alleged violation in a court of law has the right to address a witness or witnesses at that time.

In the event a violation has occurred, the Property Manager on behalf of the Association shall notify the Unit Owner by written notice of the violation, transmitted by mail. If the violation continues for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, Bylaws, Rules or ACGs, and may then pursue remedies in accordance with the

provisions of the Association documents and the Virginia Condominium Act, Section 55-79.80.2, which reads:

"55-79.80:2. Assessment of charges for violations; suspension of services for failure to pay assessments; hearing.

A. The unit owners' association shall have the power, to the extent the condominium instruments or rules duly adopted pursuant thereto expressly so provide, to (i) suspend a unit owner's right to use facilities or services, including utility services, provided directly through the unit owners' association for nonpayment of assessments which are more than sixty days past due, to the extent that access to the unit through the common elements is not precluded and provided that such suspension shall not endanger the health, safety, or property of any unit owner, tenant, or occupant and (ii) assess charges against any unit owner for any violation of the condominium instruments or of the rules or regulation promulgated pursuant thereto for which such unit owner or his family members, tenants, guest or other invitees are responsible.

B. Before any such suspension or charges may be imposed, the unit owner shall be given an opportunity to be heard and to be represented by counsel before the executive organ or such other tribunal as the condominium instruments or rules duly adopted pursuant thereto specify. Notice of such hearing, including the charges or other sanctions that may be imposed, shall, at least fourteen days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such unit owner at the address or addresses required for notice of meetings pursuant to 55-79.75.

The amount of any charges so assessed shall not exceed fifty dollars for a single offense, or ten dollars per diem for any offense of a continuing nature, and shall be treated as an assessment against such unit owner's condominium unit for the purpose of 55-79.84. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety days. After the date a lawsuit is filed challenging any such charges, no additional charges shall accrue. If the court rules in favor of the unit owners' association, it shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to this section against the unit owner prior to the action.

The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to such unit owner at the address required for notices of meetings pursuant to 55-79.75 within seven days of the hearing."

### **Communications between Owners and the Association:**

The Property Manager is responsible for day-to-day administration, maintenance and repair of the Condominium Property, through its current contract with the Association. All written correspondence between owners and residents, and the Association should be mailed or faxed to the Association in care of the Property Manager.

## **Definitions:**

The term "common area" used in these Rules and ACGs refers to the CE or LCE real property, owned collectively by all Owners, and maintained by the Association.

The term "visible from neighboring Units" shall mean, with respect to any given object, that such objects are or would be visible to a person six feet tall, standing on any part of such neighboring Unit at an elevation no greater than the elevation of the base of the object being viewed.

The term "companion animals" shall mean any domestic dogs, domestic cats, guinea pigs, hamsters, rabbits, and exotic and native birds. Games species shall not be considered companion animals.

The term "wild animals" means any animal, which by nature or disposition is untamed.

## **Rules and Regulations - General:**

- (1) All use of the property comprising Fairways Villas shall be in accordance with the provisions of the Declaration, the Bylaws, and these Rules and ACGs.
- (2) These Rules and ACGs shall apply to each Unit Owner and his family and his or their guests, employees, agents and lessees and their guests, employees and agents. Each Unit Owner shall be responsible for the actions of such family, guests, employees, agents and lessees.
- (3) No sign, advertisement, notice or other lettering, painting, or decoration, religious symbol or bric-a-brac shall be exhibited, inscribed, painted or affixed on any part of the Common Area, in any window visible from the street, or upon the door or doors of any Unit without the prior written consent of the Association.

### **Exceptions:**

- a) One sign not more than 18"x 24" for advertising the Unit "For Sale" or "For Rent". Such a sign must be inside the Unit displayed in a window.
  - (b) One home security (ADT) sign may be placed in the Common Area, in the vicinity of the Unit main entrance.
  - (c) Those wishing to exhibit holiday items on Unit front doors and/or windows visible from the street may do so in accordance with established rules and guidelines.
- (4) The sides of all window and patio door coverings within all Units, including shades, drapes or other decorative furnishings, which face the exterior of the building and are visible from the street, shall be white, or off-white.
  - (5) No activity is permitted that is the source of unreasonable annoyance to Unit Owners and/or residents, or which interferes with the peaceful possession and proper use of the Condominium



Property by Unit Owners and/or residents. No Unit Owner or resident shall permit or suffer anything to be done or kept upon the Condominium Property or in a Unit which will increase the rate of insurance carried by the Association. (Declaration, Paragraph 10.1.6). Owners shall be responsible for injury or damage caused by their disregard or non-compliance of any Rule or Regulation.

(6) No employee of the Association, or employee of any company providing services to the Association, shall perform any personal services, while on duty, for any individual Unit Owner, guest, employee, agent of lessee, except such services as are approved by the Association.

(7) In order to minimize the increase of non-resident traffic on the Condominium Property, and inconvenience of neighbors on a regular basis, residents are prohibited from holding Yard Sales. **Exception:** The Board will determine an annual collective condominium date for Yard Sales. Residents are not prohibited from holding private charitable auctions and estate sales within the confines of a Unit; however, the placement of signs on the Condominium Property to advertise these events is prohibited.

(8) Not less than once per year each homeowner shall, in response to a written request by the duly elected Board of Directors, specify the following information via written form provided by the Association:

- a) The occupancy status of their unit as either "Owner occupied" or "Leased/For Lease"
- b) Such reasonable Owner/Resident identifying information that the Board might deem appropriate

Such information shall not be made public, but will only be used to ensure the safety and welfare of the homeowners and to aid in the administration of the Leasing Restriction pursuant section 13 of the Declaration amended on May 16, 2006.

#### **Exterior Alteration and Additions:**

(9) **Ornamentation, Decoration and Personalization** - Ornamentation, decoration and personalization which include but are not limited to statuary, sporting equipment, tools fountains, bird baths, yard/garden ornaments, bird houses, garden flags, flag poles, wreaths, benches, chairs, swings, planters, baskets, tables, signs, hanging baskets, garden hoses and any other equipment are prohibited in grasses, mulched, or paved areas, or in any other common area without the written permission of the Association.

The attachment to, placement on or hanging from any common area of any item of any kind is not permitted without the approval of the Association. Items approved for placement in or on the common area must not impede or interfere with the maintenance of these areas. Ornaments that make noise (i.e. wind chimes and clackers) are not permitted. Trees may not be used for hanging planters or other attachments.

- (a) Ornamentation, decoration and personalization attached to, placed on or hanging from common property (vinyl siding, wood trim and roof) is prohibited under any circumstance. No item may be hung from or attached to the trees. Damage to common property will be repaired at the owner's expense.

(b) Units with privacy fences may hang planters on the interior of the fences in such a manner so the plantings are not visible from the street. Property owners will be held responsible for the repair of any damage.

(c) Each unit owner may place appropriate furnishings such as chairs, benches, tables, table umbrellas and potted plants on their adjoining deck, balcony or patio. Table umbrellas shall be of a solid neutral color such as beige, off white or to match the vinyl of their building. These areas should be kept reasonably clean and free of unsightly objects and may not be used as storage areas. For units with privacy fences see exception under Item 11.

**Exceptions:**

(1) Potted plants or statuary no more than 4' in height and not to exceed three (3) items may be placed at the unit stoop or porch, so long as such items do not impede egress to the units nor create a safety hazard. Such items may not be placed on the sidewalk.

(2) One bird feeder or bird house per unit is allowed without written permission so long as it is not visible from the street nor placed on common property.

(3) Residents shall be permitted to affix a non-holiday specific wreath on a main entrance door, provided the wreath does not obscure the Unit address and is not attached in a manner that will mar the door.

**(10) Seasonal Decorations** - Approval of seasonal decorations, including holiday specific wreaths displayed in windows, attached to main entrance doors, or displayed at the entrance to a Unit, is not required. One electric candle light per window is permitted without approval. Such decorations must be removed no later than two weeks after the holiday they commemorate. Such decorations shall not make a sound nor be attached to a door in a manner that will mar the door. Electrical lighting or wiring is prohibited on exterior decorations.

**(11) Storage** - Decks, balconies and patios are not to be used for storage, and must be kept clean and neat in appearance. Sporting equipment and other personal articles and equipment must be kept within a Unit or a permitted storage area.

**Exceptions:**

(a) The Association must approve the use of storage containers visible from neighboring Units, or from the street.

(b) Units with patio privacy fences will be given consideration for storage of sporting equipment and other personal articles and equipment, provided these items are not visible from neighboring Units, or from the street.

**(12) Grills** - Per the Virginia State Fire Marshal's Office Regulations:

**(a) Open-flame Cooking Devices:** Charcoal burners and other open-flame devices shall not be operated on combustible balconies or within 10 feet of combustible construction.

**(b) Liquefied-petroleum-gas-fueled cooking devices:** LP-gas burners having a LP-gas container with a water capacity greater than 2.55 pounds (1.14 kg) [nominal 1 pound (0.454kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet of combustible construction. This section restricts LP-gas burners to the small

tabletop grills. These restrictions are based upon a series of multi-family building fires that provided sufficient justification to establish the restriction. Grills with LP-gas containers may not be stored in garages.

(c) As electric grills do not produce an open flame, they may be used, provided they are at least three feet from the siding.

**Residents shall be responsible for the cost of any repairs or replacement caused by damage from their grills. Open Flame fire pits, chimineas, or similar items are prohibited within Fairways Villas.**

**(13) Antennas** - No television or radio antenna shall be attached to or hung from the exterior of any building. Under the Over-the -Air Reception Devices Rule (OTARD), a resident is permitted to install a satellite dish if it is one (1) meter or less in diameter. A resident is not permitted to install said satellite dish that is in, on or over a CE or LCE area, or that requires drilling through the exterior wall of a Unit. The resident shall contact the Association in advance of installation, to avoid any misunderstanding about installation.

**(14) Hazardous Materials** - No gasoline or other hazardous substances may be stored on the Condominium Property, or in any portion of a Unit, including the garage. Gasoline in vehicles that are drivable does not count toward this prohibition.

**(15) Common Area Improvements** - All improvements, maintenance, planting and landscaping of the common area shall be made only by, or with the prior written consent of, the Association, and/or in accordance with architectural control guidelines developed and published from time to time.

**(16) Display of US Flags** - The Freedom to Display the American Flag Act of 2005 (HR 42) affirms the right of Community Associations to establish restrictions pertaining to the time, place and manner of displaying the flag. The Virginia Condominium Act, subsection 55-79.75:2 effective July 1, 2007 states the unit owners' association may restrict the display of the flag of the United States by establishing restrictions as to the size, place, duration and manner of placement or display of such flag. Based upon this and in order to maintain the high standards that characterize Fairways Villas, the following are the rules and regulations concerning the display of the flag:

**a.** Without the consent of the Board, but subject to the rules and regulations governing display of flags set forth below, residents may fly the flag of the United States of America.

**b.** No other flag may be flown without the prior consent of the Board acting in its sole and absolute discretion.

**c.** No flag may be placed within any residence at Fairways Villas so as to cover a door or window in whole or in part with the objective of making the flag visible from the exterior of the residence.

**d.** Free-standing flag poles are not permitted.

e. Residents may display a maximum of one flag externally, provided the pole is no more than 6 feet in length and is bracket mounted attached either to the corner post of the fence on non-garage units or on the wood trim by the garage door on garage units. Flags may not be otherwise mounted to the structure and attaching to trees or landscaping is prohibited.

f. The dimensions of the flag not to exceed three (3) feet by five (5) feet.

g. Residents must exercise due care to assure that flags being flown remain in good condition. The Board may require the removal of any flag being flown that it finds to be torn, frayed or tattered, stained, or otherwise if a resident fails to replace such flag with a suitable replacement within ten (10) days after receiving a request to do so from the Board.

h. The flag of the United States of America must be flown in compliance with the provisions of the American Flag Code. The Board may require the removal of any flag not being flown in compliance with such Code if the resident fails to remedy any violation(s) of such Code within ten (10) days after receiving a request to do so from the Board.

i. Damage to any portion of the unit, siding, trim, etc. caused by the installation of the bracket or flying of the flag will be the responsibility of the unit owner to pay for repair(s).

#### **Control of Pets:**

**Background:** The James City County code governs the keeping and control of pets (Chapter 3), and all County residents must adhere to the provisions of the code. Therefore, the following Association rules will be enforced on the Condominium Property, and shall be adhered to by all individuals residing on or visiting the Condominium Property:

**(16)** No wild animals of any kind shall be raised, bred or kept in any Unit or on the Condominium Property. Companion animals, not to exceed two (2) per Unit, may be kept by residents on the Condominium Property without the approval of the Association.

**(17)** A pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.

**(18)** All dogs and domesticated cats more than four (4) months of age shall be inoculated for rabies, in accordance with County code. A certificate of inoculation shall be submitted to the Property Manager. Dogs more than four (4) months old shall be licensed by the County. Proof of licensing shall be submitted to the Property Manager. Residents must submit inoculation and licensing documentation to the Property Manager within thirty (30) days of (a) establishing residence in Fairways Villas: or (b) acquiring a pet described herein.

**(19)** Pet owners are fully responsible for any personal injuries, property damage or both, caused by their pets.

**(20)** All dogs must be on a leash and in the presence and control of a handler, when outside the Unit. All other pets recognized as appropriate for habitation in residences shall be housed in

cages when out of the Unit. Leashes may not exceed six (6) feet in length. Residents shall not allow any pet, including domesticated cats, to roam free on the Condominium Property.

(21) Pet owners shall pick up all pet droppings anywhere on the Condominium Property, including the conservancy areas surrounding Fairways Villas, and between Greensprings Plantation Road and the fencing erected along the Fairways Villas property and entrance. All droppings shall be placed only in the pet owner's trash. Residents shall not allow pets to urinate on flower beds, shrubs, trees, or grassy areas anywhere on the Condominium Property. All pets should be taken to an area in the conservancy or directed to the curb.

### **Parking Enforcement and Vehicle Control:**

**Background:** Fairways Villas consists of 163 Units, including seventy-two (72) built with garages and driveways, and ninety-one (91) built without. Parking for non-garage Units was created to accommodate two (2) vehicles per non-garage Unit. Additionally, there are forty-seven (47) parking spaces throughout Fairways Villas, for use as designated by the Association, including conversions of some spaces to Handicap parking status.

(22) Non-garage Units will be assigned one (1) numbered parking space for the exclusive use of that Unit. Assignment of a second parking space will be made at such time as not less than sixty-six and two thirds percent (66 2/3%) of the Unit Owners approve a change to the Declaration, Paragraph 4.4, entitled PARKING. Garage Units are to use the garage and driveway. All other unassigned parking spaces in Fairways Villas are available to all Unit Owners, and their guests on a first-come, first-served basis. All residents shall be allowed to park only two (2) vehicles on the Condominium Property. The Board must approve the parking of a third vehicle on the Condominium Property, for Units requiring a parking space for a third vehicle driven by a child, parent, or other relative living with a resident. Each Unit Owner shall assume the responsibility for controlling the parking of his/her family members, guests, and tenants.

(23) Parking in Fairways Villas is restricted to private passenger vehicles, to include minivans, sport utility vehicles (SUVs), motorcycles, and lightweight trucks rated at a payload capacity of three quarter (3/4) ton or lighter. The payload capacity of a truck generally is defined as the weight of driver, passengers, optional equipment and cargo. The Association must approve the display of any commercial lettering or sign on private passenger vehicles, minivans, SUVs, motorcycles and trucks.

(24) Parking privileges will not be extended for any truck requiring truck license plates, that is, a truck having a registered gross weight in excess of 7,400 pounds. Parking privileges will not be extended for any commercial vehicles except when the vehicles are on Condominium Property because the vehicle operator is an occasional visitor, is engaged in delivery services, or is performing commercial services on behalf of a Unit Owner or the Association. A commercial vehicle is one used to transport and/or store on or in the vehicle, tools, ladders, and/or materials with which to perform work. Parking privileges will not be extended for any vehicle that cannot fit both length and width, on a Unit Owner's driveway, or in the lined parking spaces.

(25) Fairways Villas roads must be kept clear for the safe movement of traffic access by fire or rescue equipment, and for removal of heavy accumulations of snow and/or ice. No vehicle shall

be parked at intersections, on curves, or in such a manner as to impede or prevent unobstructed, ready access for vehicles entering or leaving driveways and parking spaces. Parking in an area marked as **NO PARKING** zone is prohibited regardless of duration. Occasional, short duration on street parking by visitors and guests is permitted in other areas, should off-street parking be unavailable.

(26) Any vehicle parked more than 72 hours on Fairways Villas roads will receive a notice of violation and will be subject to towing, following a due process hearing.

(27) Posting a "For Sale "sign on any stationary vehicle is a prohibited on-premise commercial activity.

(28) Any vehicles which cannot be legally operated upon the roads of the Commonwealth of Virginia, or which are abandoned or junk or "stored" vehicles, are prohibited from parking in any area. This includes vehicles without current license plates or state inspection stickers; vehicles with flat tires, wheels missing or any other external sign of inoperable condition; and/or any vehicles for which no owner can be found.

(29) No vehicle repair shall be permitted outside of a garage and the garage door must be closed completely. No spray-painting, changing of fluids or use of environmental hazardous materials shall be performed in the Unit. Emergency repairs - dead battery, flat tire - are permitted.

(30) Parking and/or use of motor homes, boats, campers, trailers, and other recreational vehicles will not be permitted in the Fairways Villas private parking areas. Residents are permitted to park motor homes on a temporary basis for 48 hours, for cleaning and loading/off loading purposes, but must not obstruct traffic flow or impede access to driveways and parking spaces.

(31) No Unit Owner or resident tenant shall authorize any individual to park anywhere on the Condominium Property, unless the individual is visiting or conducting personal or commercial business in Fairways Villas.

(32) The open cargo beds of trucks shall be maintained in a neat and orderly condition. Storage of hazardous materials in cargo beds is prohibited.

(33) All residents and visitors to Fairways Villas shall observe posted traffic control signs. Observed violations will be enforced through a due process hearing.

#### **Maintenance and Repair Responsibilities:**

(34) Unit Owners are responsible for the cleanliness, maintenance and repair of exterior doors, windows, balconies, decks, patios, patio fences and patio concrete slabs, in accordance with the Declaration, Bylaws and these Rules and ACGs and as directed by the Board.

(35) Trash and garbage removal service shall be by private contractor and subject to its rules and regulations concerning placement of bags at curbs. Bags should be black rather than white or "see through".

(36) No laundry, clothing, rugs, or other items are to be hung upon the exterior of any building, or on balcony railings, deck walls or patio fences. No clotheslines or any devices shall be installed on any balconies, decks or patios to hang or support any such items.

(37) Units Owners shall insure dryer vents and ducts are routinely inspected and cleaned, out to the exterior of the building. At a minimum this is to be done every two years.

### **Leasing of Condominium Units:**

(38) The Declaration, Paragraph 13, and the following rules shall govern the leasing of Units at Fairways Villas.

a) No Unit Owner shall lease his Unit except for residential purposes. Each Unit may be occupied by only one family or by a maximum of one person per bedroom for unrelated persons.

b) No more than twenty-four (24) Units of the Condominium (15% of 163 Units) may be leased at any time. All leases shall be for a term of not less than twelve (12) consecutive months. No portion of any Unit, other than the entire Unit, shall be leased for any period. Any Unit Owner intending to lease the Unit shall submit a written request and a copy of the proposed lease (collectively "written request") to the Board of Directors (the "Board") indicating the Unit Owner's intent to lease the Unit. The Unit shall not be leased until the Board responds, in writing, approving the written request. The Board shall respond to the Unit Owner's written request within fifteen (15) days of submission of the written request. Provided that all other requirements of this section are met, permission will be granted or denied solely on the number of Units leased on the date the written request is submitted to the Board.

Should there be twenty-four (24) or more Units leased at that time, any Unit Owner wishing to lease the Unit will be placed on a waiting list and the Unit Owners so notified. Any Unit Owners placed on a waiting list will be allowed to rent their Unit when the number of Units leased is less than twenty-four (24) and priority shall be determined on a "first come, first served" basis.

Any Units which have Tenants already in them at the time of the effective date of this Rental Cap Amendment (May 16, 2006) will be "grandfathered in" though they will count against the 24 allowable Units. Should the number of Units rented at the time of this Amendment exceed 24, then no other Unit Owners will be allowed to rent their Units until the number of leased Units is less than 24. This "grandfathering" is related to the Unit and will end when the Unit Owner sells, transfers, or otherwise disposes of the Unit in question. Should a Unit Owner of a grandfathered unit not have a Tenant in his property for any period of time, he will still not lose his "grandfathered" status.

c) The Board may, in its sole discretion, authorize a lease which will exceed the maximum of twenty-four (24) leased Units only upon a showing by the Unit Owner of a hardship which will result from the Board's denial of the written request. Examples of "hardship" include, but are not limited to, financial hardship, military transfer or ill health preventing occupancy of Unit. The Board may require additional documentation for this showing of hardship.

d) Any Unit Owner whose written request is approved shall provide to the Tenant-Lessee, at the Unit owner's expense, a copy of the Association's Declaration, Bylaws, Resolutions, Rules and Regulations and any amendments thereto (collectively referred to as "the governing documents"), and shall provide in all leases that the Tenant-Lessee shall be bound by the governing documents, that a breach of the governing documents by the Tenant-Lessee shall be a breach of the Lease and that such violation shall subject the Tenant-Lessee to available eviction procedures. The Board of Directors shall have the power to terminate the lease, as attorney-in-fact for the Unit Owner, and/or to bring summary proceedings to evict the Tenant-Lessee in the name of the Lessor thereunder after thirty (30) days prior written notice to the Unit Owner in the event of a breach of the lease by the Tenant-Lessee, as above-referenced. The Tenant-Lessee shall be bound by the terms of the Fairways Villas legal documents even if the Unit Owner fails to comply with all of the Fairways Villas legal documents.

e) Any Unit Owner whose Unit is leased as of the effective date of this amendment shall submit a copy of the executed lease currently in effect to the managing agent of the Association within thirty (30) days. Any Unit Owner whose written request to lease a Unit is approved by the Board of directors shall forward a copy of the executed lease to the Association within thirty (30) days of occupancy of the Unit by the Tenant-Lessee. All leases submitted to the Association must contain the following language:

'The tenant acknowledges that he/she is bound by all the legal documents of Fairways Villas Greensprings Owners Association. The Unit Owner (Lessor) has provided the tenant with a copy of all of the legal documents of Fairway Villas Greensprings Owners Association, including the Rules and Regulations and the Architectural Guidelines, and certifies that he has done so by his signature to this lease.'

f) The Board of Directors has sole discretion to further limit or prohibit rental of Units to any entity other than an individual persons. Such entities shall include, but are not limited to: corporations, partnerships, holding companies, limited liability companies, or sole proprietorships. Said limitation or prohibition may be for any and all reasons, including, but not limited to, the Unit being used for transient purposes, a purpose that causes a nuisance to other Unit Owners, or that has a negative effect on property values.

g) All leases must be for an initial term of twelve (12) months or more, except as stated below. After the initial twelve (12) month term, any lease renewal may be for a term of month to month, provided that the renter is the same as the original 12 month lease. Any lease that is for an initial term of lease which is less than twelve (12) months shall be deemed a violation of the Association's Rules and regulations. Any Unit Owner who has



a current lease at the time of this Amendment, with current tenants for a period of less than twelve (12) months is allowed to continue that lease until the end of its term and can renew it for any period of time, at his discretion.

h) Failure of a Unit Owner to comply with the terms of this Amendment is deemed a material breach of the legal documents of the Association. The Association may take appropriate action, as deemed necessary by the Board of Directors, to enforce this restriction.

i) Owners who currently have Tenants are required to submit an executed copy of the lease to the Association. Whenever that Unit Owner has a new Tenant, or the lease is renewed, the above-referenced provisions must be included in the lease.

j) The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding procedures associated with leasing of Units. Such Rules and Regulations may include, but are not limited to, administrative fees to be paid by a Unit Owner-Lessor, payment of maintenance and repair costs, if any, associated with negligent or reckless conduct by Tenant-Lessees and wait list maintenance problems.

#### **Use of Amenities and Common Areas:**

**Background:** The Declaration, paragraphs 10.1.4 and 10.1.6 prohibit immoral, improper, offensive or unlawful use of the Condominium Property; and behavior that becomes a source of unreasonable annoyance to other residents. The following specific rules shall be followed to provide for the safety and enjoyment of all residents interested in using the amenities and common areas of Fairways Villas:

(39) A supervising adult shall accompany young children using the playground equipment. Pets are not permitted in the playground area.

(40) The tennis court shall be used for tennis playing only. Pets are not permitted on the tennis court.

(41) All residents and guests shall use the pool in accordance with the Pool Rules posted on the bulletin board.

(42) Residents shall not mark or deface any mailboxes at the mail center.

(43) Feeding of any wild animal, including migratory and non-migratory geese, is prohibited anywhere on the Condominium Property. This provision does not apply to the two flightless resident ducks.

(44) All residents and guests shall use all additional recreational facilities proposed for development, such as horseshoe pitching area, in accordance with established and posted rules.

## **Home Occupation Businesses:**

**Background:** The Declaration, paragraph 10.1.1 specifies that each Unit is restricted to residential use. James City County requires that all businesses operating within James City County, including Home Occupation businesses, must register with the commissioner of Revenue for local taxation purposes. A Home Occupation business is one that clearly is incidental and secondary to the use of the premises for dwelling purposes, and is conducted solely by the residents of the dwelling. Home Occupation business activities shall be permitted in Fairways Villas provided that:

- (45) The occupation or activity is conducted entirely within a Unit, solely by the resident(s) of the Unit.
- (46) The occupation or activity requires no external alterations to the Unit, or the use of machinery or equipment that creates noise, odor, smoke, or dust.
- (47) No exterior evidence of the secondary use exists. No business signs shall be displayed in windows.
- (48) No articles are displayed or otherwise offered for sale from the Unit.
- (49) No equipment or process is used that may disrupt other Units.
- (50) No employees, clients or customers will come to the Unit to conduct business.
- (51) Residents shall not use any part of the Condominium Property, including garages, for the storage of trailers, equipment and machinery used in a Home Occupation or any other business.

## **Architectural Control and Guidelines:**

**Background:** The Board has the authority to establish an Architectural Control Committee (ACC), and to appoint members thereto. These members serve at the pleasure of the Board, and can be removed by the Board. The ACC shall consist of three regular and two alternate members. Members shall be residents of Fairways Villas, with a desire to serve for a minimum of two years on the committee. In the event no residents volunteer to serve, the ACC committee shall comprise the current Board members, with the elected Board Vice President serving as the ACC chairperson.

The ACC committee may meet at least once a quarter, but no more than once a month to perform its duties. The ACC activities will include reviewing the Unit Owner applications and requests for alterations to the interior and exterior of a Unit, where such alterations require the approval of the Association. Additionally, the ACC will make recommendations to the Board regarding maintenance policies to be enforced at Fairways Villas. The ACC will interact with the Unit owner, Board and Property Manager to insure an alteration request is prepared according to established guidelines. The ACC may offer to the Board a recommendation for approval or

disapproval of any request for alteration. The Board may consider, but is not bound by, the ACC recommendation, and shall approve or disapprove an application for alteration at its discretion.

Unit Owners desiring to make alterations requiring approval shall utilize approved architectural control forms, maintained by the Property Manager. Completed forms, along with applicable supporting documents, shall be submitted to the Property Manager. The Property Manager will log the application, maintain custody of the documentation originally submitted, and provide copies of the entire application with supporting documents to the ACC chairperson, within five business days. The ACC will contact the Unit Owner for additional documentation or clarification of the request. Unit Owners will be provided with written guidance on the architectural control process, including suggestions for making an application complete, when they request an architectural control form from the Property Manager.

Unit Owners have the right to a written explanation from the Board regarding the disapproval of an application, and have the right to submit an amended application for consideration. A Unit Owner who begins alterations without written approval does so at his/her own risk. Unit owners who do not adhere to the architectural control process could be held responsible for the cost of restoring an altered element to its original condition, and could be held liable for the cost of any litigation.

Alterations requiring board approval include, but are not limited to, the following:

- (a) Exterior modification, improvement, deletion, construction; or alteration to a Unit, Limited Common Element, and Common Element, including buildings, balconies, decks, and patios, including the enclosure of decks and balconies, sidewalks, driveways, walls, fences, trellises, windows, doors, and jalousie; and any flowerbeds, trees and shrubbery.
- (b) Changing existing color schemes of painted or stained doors, decks, balconies and patio fencing.
- (c) Installation of storm doors. The storm door must incorporate full view glass, and be of high quality, self-closing and white. The door must be professionally installed. The Board must approve the storm door.
- (d) Replacement of door locks and hardware, and exterior light fixtures with types or models other than the hardware and fixtures installed by the Developer. From time to time, the Association will identify and publish by separate correspondence, a list of hardware and light fixtures approved for installation that will not require further Board approval.
- (e) No consideration will be given for a vegetable or fruit garden in the common area.

### **End of Rules & Regulations and Architectural Control Guidelines**

AMENDMENT TO THE RULES AND REGULATIONS AND ARCHITECTURAL CONTROL GUIDELINE  
UNDER THE HEADING OF OWNER PROVIDED LANDSCAPE PLANTINGS  
Approved by the Fairways Villas Board of Directors and effective 10/19/15

Landscaping– Owners requesting permission to install any plantings, with the exception of annuals, MUST submit an application to the board for approval prior to performing any work. Replacement of existing planting with an approved shrub or grass as determined by the Fairways Villas Landscaping Master Plan and the Board of Directors requires an Architectural Modification Request Form application. The owner requesting the change will pay for the shrubs or plantings, and installation; however maintenance of the shrubs or plantings will be performed by the Association. Please note, owners who have paid for the installation of shrubs and plantings prior to the date of this change in the RULES AND REGULATIONS AND ARCHITECTURAL CONTROL GUIDELINES are still responsible for the maintenance of those shrubs and plantings.

Shrubs

Abelia Radiance  
Bordeaux Yaupon Holly (Dwarf)  
Compact Holly  
Crenata Holly  
Crimson Pygmy Barberry (Dwarf)  
Flat Variegated Irope  
Happy Returns Daylily  
Loropetalum Daruma (Dwarf)  
Obsession Nandina  
Sky Pencil Holly  
Stella DeOro Daylily  
Variegated Irope

Trees

Plantings or Shrubs not on this list will not be approved by the Board of Directors. Plantings proposed to be installed will be reviewed to ensure they are an appropriate size and spacing for the location and will fill in as they mature and not overgrow the space. ALL plantings are in the common areas and belong to the Fairways Villas - Greensprings Owners Association Inc. They are fully under the discretion of the board regarding maintenance, removal, replacement, etc. regardless of who paid for installation.

  
Ralph Crandall, Fairways Villas Board of Directors

UPLOADED  
4/9/2021