

Attachment A (Revised 10/13/2021)

ARCHITECTURAL REVIEW COMMITTEE (ARC) MANUAL

Manual Purpose: This manual is a compilation of the Covenants, Restrictions, Rules and Regulations which refer to ARC actions in Fairway Hills. All residents are encouraged to read and understand this document in order to comply with its requirements, and to assist in maintaining their properties.

ARC Purpose: The purpose of the ARC Committee of the Board is to review and rule on all requests for approval from homeowners, and to establish within the Use Restrictions and Restrictive Covenants procedures for their enforcement as outlined in par 3.01 in the Supplemental Declaration of Covenants, Conditions, and Restrictions for DeBary Plantation Unit 7A (Fairway Hills). In addition, and of primary importance, by insuring that each resident and the board enforce the restrictions and covenants, properties within our community will retain their values.

HOA Board Policy: The HOA Board Policy on ARC administration of the Rules and Regulations outlined in the Use Restrictions and Restrictive Covenants Manual of the Fairway Hills HOA Supplements Declaration is in accordance with paragraph 9.05 of the Master Association outlining Use Restrictions and Restrictive Covenants.

ARC Operating Procedures: The following ARC Operating Procedures are established to define certain ARC operations for the ARC Committee Chairman and Committee members:

ARC Inspection Representative: The ARC Board Chairperson will be the Fairway Hills Inspection Representative, who may in turn appoint homeowner volunteers from Fairway Hills as needed. The ARC representative in conjunction with a Master Association CAM representative will conduct an inspection of Fairway Hills once every 30 days on a schedule coordinated with the Master CAM representative. Violations will be reported in accordance with the DeBary Plantation Community Inspection and Violation Process attached (See Attachment #1). (Note Violation letters must be sent to the affected homeowner not a lease tenant.)

ARC Interpretation of use of Lot for Residential purpose:

No more than one (1) family at each residence. No rented rooms.

A home office is allowable. Hobbies even those involving an occasional sale, telephone or telemarketing operations, storing business literature, or other inventory, in the home, will not be considered operating a home business.

Operations which are defined as disallowed as a home business:

-Production, assembly or finishing of products and materials.

-Routine delivery, shipment, and/or sale of stock-in-trade or commodities upon the premises.

-The home occupation adversely affects nearby dwellings or properties through nuisance such as noise, vibrations, odors, fumes, fire hazards, glare, electrical or radio wave interference, or the like.

-Vehicular traffic generated by the home occupation in greater volumes than normally would be generated by the dwelling unit.

-No more than (2) two garage sales annually. Sales MUST be held on a Friday and Saturday. None on Sunday

3.01 {a) ARC Approval:

(1) Approval is required for all Exterior Alterations, Modifications, Improvements and Additions. No changes, alterations, modifications, improvements or additions to the exterior of the house or yard, including landscaping, may be made without ARC approval. Special Note: ARC applications and approvals are required for all work or improvements to the exterior of the residence. When in doubt, an application should be completed and submitted.

(2) No change to the exterior of the house or yard may be made without ARC approval

No building, fence, wall, pool, and/or structure shall be erected or placed upon, altered, or permitted to remain on any Residential Unit unless and until the owner submits the floor plan, elevations, site clearing plan and abbreviated specifications (including exterior material and colors), and such plans have been reviewed for city permitting and approved by the ARC, as provided herein. The ARC shall review the proposed building or structure (including plans and specifications for same) for compliance with the use restrictions set forth herein, and the community-wide standards, and the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, landscaping, vegetation and the finished grade of elevation of the Lot and any other relevant considerations which are based on acceptable standards of

planning, zoning and construction, including considerations based exclusively on aesthetic factors. (See Attachment # 2 Architectural Review Application form) In addition as of March 1, 2009, no security gate, door, screen enclosure or similar structure will be added to a homeowner's residence without prior approval of the Fairway Hills ARC.

Effective 1 February, 2014, any modification to a screened porch such as enclosing it, or modifying the existing configuration in any way, will require submission of an Architectural Review Application Form (See attachment #2) to the Chairman of the ARC for approval, PRIOR to any change or work being performed.

3.01 (b) Temporary Structures: No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile_home, camper, tent shack, shed, barn, or other structure or similar vehicle, shall be used or permitted to remain on any Residential Unit as a storage facility or residence or other living quarters whether temporary or permanent, unless approved by the ARC for use during construction only.

3.01 (c) Mail Boxes:

All mail box installation and design, including centralized or "gang" boxes, shall be subject to approval by the ARC.

3.01 (d) Signs: The ARC will enforce the rules for signs as outlined in the Fairway Hills Covenants Manual. Requests for removal of signs by the ARC must be complied with immediately, especially political signs which are not allowed under any circumstance.

3.01 (e) Flagpoles: All Flagpoles for displaying the United States Flag MUST be approved in advance by the ARC prior to installation.

3.01 (f) Driveways and Garages No carports, or detached garages shall be permitted and each Residential Unit shall include a garage which at the least shall be adequate to house two (2) standard size American automobiles. Garages shall be maintained as garages and shall not be converted to other uses such as ADDITIONAL LIVING SPACE OR RECREATIONAL PURPOSES. Garage doors must be closed except when in use for ingress or egress of vehicles. Screening of garage doors shall not be permitted within the Property. For purposes of this paragraph, the term "garage door" shall mean those doors covering the entryway (s) for motor vehicles to residential garages

spaces. All dwellings shall be a paved driveway of concrete construction of a least 16 feet in width at the entrance to the garage. The use of pavers for the driveway is permitted. The only type of pavers approved for use in Fairway Hills, are Olde town, Cream Buff, Tremron, and Old Castle Catalina Harvest Blend style pavers. Written approval to use this paver MUST be obtained from ARC prior to installation. No driveways shall be constructed, maintained, altered or permitted to exist on any Residential Unit if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the unit or in the street right of way or swale areas adjoining or abutting the unit. All driveways must be approved by the ARC.

3.01 (g) Fences and Swimming Pools, Recreation Structures and Screened Rooms: No fence or wall shall be constructed or placed on the REAR LOT LINE of any lot abutting the Debary Golf and Country Club Golf Course. A hedge not exceeding four (4) feet in height may be installed subject to ARC approval. Effective 1 February, 2017, No fence or wall including a dog run shall be erected on ANY Unit. Any swimming pool, recreational structure or screened room to be constructed upon any Residential Unit shall be subject to review by the ARC. Swimming pools and spas MUST be screened and will not be permitted to extend into the rear 7 ½ feet of the rear lot line or on any side fronting the Debary Plantation Golf Club. No above ground pools are allowed.

3.01 (h) Rental of Units: No residence shall be rented leased or otherwise occupied by a person(s) not part of the owner's immediate family for a period of less than seven (7) months. **PRIOR** to leasing their property, homeowners must provide a copy of the signed lease with a lease period of seven or more months to the ARC Chairman, 418 Fairlane Drive, Debary, Florida, 32713, a completed Property Compliance Sheet (See Attachment (#5) and a Fairway Hills Lease Verification Sheet (See attachment #7), to the ARC Chairman at the above noted address. In addition, an owner and or owners of a property located within Fairway Hill's, may only offer for lease one (1) property located within Fairway Hills, during any given period of time. Offering more than one (1) property during any given period of time by an owner and or owners is hereby EXPRESSLY PROHIBITED.

3.01 (i) Water Supply System: No individual water supply system shall be permitted on any Residential Unit without the approval of the ARC. No well will be installed, operated or maintained on or around any portion of the Residential Unit that is within the minimum setback line, nor in any event,

any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back.

3.01 (i) Lot Landscaping and Trees: Each Residential Unit must meet the minimum landscaping and tree "streetscaping" standards established from time to time by the ARC. Any change in the landscaping plan by a Residential Unit owner beyond the replacement of an individual plant, must be approved in advance by the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree (s), and the type and location of a replacement tree(s).

Trees situated between the building setback lines and the property lines having a diameter of (6) six inches or more (measured four feet from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a **plan** showing generally the location of such tree(s). Anyone violating the provisions of this subsection will be required to replace such tree(s) within (30) days after demand by the ARC. REPLACEMENT TREE(S) SHALL BE A MINIMUM OF 2 INCHES IN DIAMETER (MEASURED FOUR FEET FROM THE GROUND) AND NOT LESS THAN 6 FEET IDGH. THE REPLANTED TREE(S) WILL BE DETERMINED BY THE AMOUNT OF SPACE AVAILABLE AND THE AVAILABILITY AND THE VARIETY AND SPECIES APPROVED BY THE ARC. DUE TO BLIGHT DISEASE, QUEEN

- A tree survey is required for all protected trees on site. Protected trees are all native trees six (6) inches at diameter breast height (DBH) or larger, located within the zoning setback areas. Historic trees are protected on the entire parcel and must be identified. Historic trees are bald cypress (*Taxodium Distichum*) and live oaks (*Quercus Virginiana*) 36-inch DBH or larger.
- The tree survey/site plan shall depict the following:
 - Location of all protected trees
 - Scientific name of protected trees
 - Diameter at breast height (DBH) of protected trees
 - Protected trees to be removed or retained
 - Root protection zone of protected trees to be retained (approximated as one-foot radius per inch of tree diameter)
 - Existing and Proposed utility and ingress/egress easements
 - Existing and proposed site improvements
 - Replacement stock to be planted (see Acceptable Tree Replacement List)

Please contact Environmental Permitting at 386-736-5927.

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As of January 1, 2021, a tree survey/site plan will be required for all residential tree removal permit applications. The requirements for the tree survey/site plan are as follows:

AS REPLACEMENTS. If the owner fails or refuses to replace the trees as demanded, the ARC shall cause suitable replacements to be planted and the cost thereof shall be a lien against the Residential Unit of the Owner in violation. The Owner grants the Unit 7A (Fairway Hills) Association, its agents and employees an easement of ingress over and across said lot to enable it to comply with this subsection. In addition, the only ground cover approved for use is pine bark mulch, red lava rock, or river rock. Multi-colored mulch (red, brown, black) may also be used subject to ARC approval. All other types of ground cover must be approved by the ARC prior to use.

3.01 (k) Television and Radio Antennas No more than two (2) antennas per Residential Unit shall be permitted, unless a greater number is approved by the ARC

3.01 (l) Roofs: Flat roofs shall not be permitted on areas other than Florida rooms, porches, and patios unless specifically approved by then ARC. Build-

6.

up roofs are not permitted on pitched surfaces. Mansard roofs are not permitted unless approved by the ARC. The pitch must be at least 6/12 unless otherwise approved. Replacement or repair of roof tiles must be made with the same type and color of existing roof tiles. All roofs must be maintained free of mold and mildew.

3.01 (aa) Maintenance of Units: Each residence shall be repaired and painted as necessary to maintain the beauty of the property as determined by the Fairway Hills ARC. In addition, each Residential Unit and all improvements, including lawns and landscaping, located thereon shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition, and shall not be allowed to deteriorate, fall into disrepair, or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly objects of any kind shall be permitted or allowed to accumulate on any Residential Unit. Enforcement of the provisions of this section shall be in accordance with the provisions of Section 3.01 (ee) of this Supplemental Declaration and such provisions off the Original Declaration as shall be applicable to its enforcement generally.

All exterior painting and the color must be selected from the approved color palette and APPROVED BY THE ARC BEFORE the painting is started. Effective November 2014, IN NO CASE will a home be painted WITH THE SAME COLOR AS AN ADJACENT HOME. The Color must appear consistent on all sides, color selections must harmonize with each other, building material color, trim color and adjacent properties. ALL trim must be painted with the White Trim selections on attachment #6. The garage door is considered part of the trim and must be painted with an approved white color. The Main Entry Door or entrance door can be painted or remain white as part of the White trim selections, or may be a natural wood stain. All painted or wood stained doors MUST be approved by the ARC before ordering or painting. All other doors must remain white. See Attachment (#6 approved Paint Colors). Once painting is started it must be completed in 30 days or less.

3.01 (bb) Maintenance of Landscaping: Landscaping, including lawns, trees, shrubs, and decorative plantings, must have an operating irrigation system, programmed to operate in accordance with the county watering schedules. The system must be ON AT ALL TIMES, and have an installed and functioning rain detection system (Required by county regulations). The landscape committee, in conjunction with personnel from the landscaping contractor, will inspect the irrigation system of a property showing signs of distress to review whether the system is on, is programmed properly, has a functioning rain detect system, and provides adequate coverage of the

property. Access must be granted to the control box to check the system. If the box is in the garage residents will be called to set a time for the inspection. If a resident is out of the area for a long period, please give the garage code to Nancy McNamara, board secretary at 386-851-2416, so that access to the box is available. As an alternative, give her a local contact who is authorized to open the garage. If problems are detected, the homeowner will be notified to correct the deficiencies by letter from the ARC with a time to correct the deficiencies and action that will be taken if the deficiencies are not corrected per the letter.

3.01 (cc) Protected Habitat: The rear five (5) feet of each lot that borders the golf course shall be retained in its natural vegetative state as a protected habitat for indigenous wildlife (especially for the Florida scrub jay), and no clearing, under scrubbing, live tree removal or other development or construction activity shall be permitted in this area, except as may be authorized in writing by the ARC.

3.01 (dd) Enforcement: In the event of a violation or failure to comply with the foregoing requirements of this Section, the Fairway Hills ARC will proceed in accordance with the attached Violation Procedures and forms.

3.01 (ff) Procedure for Leased Properties: The ARC Chairman is responsible for establishing a system to identify leased properties within Fairway Hills, and to insure the following is accomplished:

Notification of owners or agents of owners of properties to be leased, that they must provide a copy of the lease, with a lease period of seven (7) months or longer, and other documentation as outlined in the Fairway Hills Covenants Manual to the ARC Chairman PRIOR to leasing any property. The ARC Chairman and the Board will approve or disapprove the lease in accordance with the governing documents, and promptly notify the owner or agent of this decision.

Maintain a record of leased properties to insure no more than 13 properties are leased at any one time in Fairway Hills.

Establish a record system identifying end lease dates for all leased properties. Thirty (30) days PRIOR to the lease end date send the attached letter (attach #3) to the owner or agent requesting the current lease status, and a copy of a new or extended lease prior to the end date of the expiring lease. Depending on the owner or agent response, either update the lease record with a new end date, or note that the property is no longer leased. If a new or extended lease is not provided, and the property remains occupied,

notify the owner or agent by warning letter, (attach #4), that the owner is in violation of the covenants, and subject to a fine unless a new or updated lease is provided.

If an owner fails to comply with any of the lease terms noted above, the ARC Chairman will request an HOA Board meeting to determine the next course of action. The HOA Board will proceed within its authority to take whatever actions necessary to resolve the issue.

Attachments Enclosed:

#1 DeBary Plantation Community Inspection and Violation Process

#2 ARC Application Form

#3 Lease Status Letter

#4 Lease Warning Letter

#5 Fairway Hills Leased Property Compliance Sheet #6

Approved Paint Colors

#7 Fairway Hills Lease Verification

Attachment #1

SUB-ASSOCIATION VIOLATION NOTIFICATION & FINE SYSTEM

When a homeowner is in violation of the Restrictive Covenants or the ARC rules and regulations, a Violation notice and when necessary follow up letters will be sent out as follows:

-First violation Notice: Gives the homeowner 30 days to comply (attachment a) (Note; the notice must include the specific covenant or rule relating to the violation for example; Par 3.01 (aa) Maintenance of Units, Driveway Needs Cleaning.

Unless specifically requested in writing, and subsequently approved by the ARC, all corrective actions MUST be completed within 30 days (cleaning driveways, house painting etc), or a second violation letter will be sent. Effective January 1, 2014, if you are unable to correct a violation due to your absence, (Seasonal owners, extended vacation etc), please provide a date when the violation will be corrected. If you will be out of the area for extended periods, prior to your departure, please notify the Board Secretary as to your dates away, and any emergency contacts and a phone number (if applicable) where you can be reached. This information will be kept confidential and only used for emergency purposes.

-Second Violation Letter: This letter is triggered by non compliance to the first letter and will consist of the following:

-If the ARC believes circumstances warrant an extension of time to correct the violation, a follow up letter giving up to an additional 14 days to correct the violation will be sent, (attachment b)

-If the ARC by vote, decides the violation does merit being sent to the Grievance Committee, the homeowner will be advised in writing, by certified letter, that in accordance with Florida Statute 720.305 the Grievance Committee will be meeting to consider a fine. The homeowner will be advised of the date, time and place of the meeting and they have a right to attend this meeting (a minimum of 14 days notice must be given.) The letter will be titled FINAL NOTICE OF VIOLATION, GRIEVANCE COMMITTEE, and the homeowner will be advised as follows: (attachment c)

-You are hereby given 14 days written notice that your violation has been turned over to the Grievance Committee to review. You are hereby notified of the date, time and location of this meeting as you have the right to attend, if you so desire, to speak on your behalf prior to a vote. The Committee, by majority vote, will decide to impose a fine or not. The Committee vote will be final. If the vote is to fine, the fee schedule is: Initial fine \$100, increasing by \$100 a day until the violation is corrected, up to a maximum of \$1000. (Per Florida Statute 720.305)

-You the homeowner will be advised in writing of the results of the vote by the Grievance Committee. All fines commence from the date of this letter. The homeowner has the sole responsibility to advise the ARC in writing the day the violation was corrected. Failure to do so will result in the fine continuing up to the \$1000 maximum.

-Failure to comply and pay the fine will result in the matter being turned over to legal counsel to pursue remedies including if necessary court action. Please be advised that any and all costs incurred as a result of this violation will be the sole responsibility of the homeowner.

ARCHITECTURAL APPLICATION (ARC)

BEFORE any work commences, this request form must be submitted by Fairway Hills homeowner to the Fairway Hills HOA ARC for approval!

After its approval, Fairway Hills ARC will forward to DPC Master Association for its review.

Please submit to: Fairway Hills HOA ARC, Marian Elavsky, Chair, 386-837-4632, marianelavsky@yahoo.com

Name: _____ Date: _____

Address: _____ Subdivision: Fairway Hills

Phone: _____ Email: _____

Description of Change (One ARC/request)

- Fence Paint Landscape Driveway paver's Pool Re-Roof Other
- Tree Removal/Replacement** Patio Extension Screen Enclosure

NOTE: fencing, painting, pavers, and re-roof require that you state the name of the color or a picture of it. Paint color numbers must be from the allowed Sherwin- Williams pallet. Please provide a picture of paint chips if using other than CW or SW colors. Fencing, Pavers and Landscape, require a diagram and dimensions that shows where the work is being done and must be drawn onto your property survey. Make sure NO work is scheduled until you have an approved ARC Application. Tree Removal applications REQUIRE tree replacement plans to be included in addition to the removal location & planned replacement type of tree/etc. City of DeBary Code Requirements must be met, and proper permitting must be obtained and provided with your application. Unless explicitly indicated in the approval notice from the association, a replacement tree will be REQUIRED.

(Must have City Permit/Approval for Tree Removal attached to ARC Application or application will be denied)**

Specifications – Attach plans, plat, estimates, pictures, color samples, etc. or applications will be returned.

Describe Work to be done _____

(For Painting Applications- You must include the paint chip # from the approved Sherwin Williams list that you plan to use. If you plan to use a different paint provider- you must note the approved SW paint chip # which best matches the color you wish to use.)

Paint colors: House

_____ Trim Front Door _____ Garage Door _____

Project start date _____ Project completion date: _____

All work must conform to relevant local zoning and building regulations. It is the responsibility of the homeowner to obtain all necessary **permits and inspections**.

This section to be completed by FAIRWAY HILLS HOA ARC COMMITTEE

- Fairway Hills HOA REVIEW: Received On: _____ Sent to Master: _____

Fairway Hills HOA ARC Decision: Approved Denied Need More Info: _____

Fairway Hills HOA ARC Initials (1) _____ (2) _____ Date: _____

This section to be completed by the DPC MASTER ASSOCIATION ARC COMMITTEE

The Master HOA has 30 days upon receipt of the application AFTER Fairway Hills HOA review to supply a response/decision.

- DPC MASTER ASSOCIATION REVIEW: Received On: _____
DPC Master Association ARC Decision: Approved Denied Returned for additional information

- DPC Master Association ARC Initials (1) _____ (2) _____ Date: _____

Approval may be withheld for nonpayment of outstanding HOA fees. **Approval expires after 6 months.**

Comments:

Management Co: Bono & Associates TEL: 407-233-3560 – FAX: 407-233-3498 – Email: DPCA@bonomgmt.com

(REVISED 6-2-2021 FH-mlr)

Attachment #3 Date:

Owner/Agent Name Address

Subject: Lease on (address of leased property).

Our records indicate that the lease on your property is expiring on (date). Please provide a new or extended lease for this property PRIOR to the expiration date of the old lease. If a new lessee will not be occupying your property, or the lease will not be extended, please let us know.

Should you then lease the property sometime in the future, please be sure to get a new lease with a lease period of seven (7) months or longer approved PRIOR to any lessee occupying the premises.

Please mail your new or extended lease to the Chairman ARC Fairway Hills HOA, 418 Fairlane Dr, Debary, FL 32713. Your lease will be promptly approved if it contains a lease period of seven (7) months or longer.

Sincerely,

(ARC Chairman's Name) Chairman Fairway Hills
ARC

Attachment #4

Date

Owner/Agent Name Address

Subject: Lease Warning

Our records indicate that you have property presently lease d at (address) and we are not in receipt of a new or extended lease for this property. You are at present in violation of the covenants in that a current lease with a period of seven (7) months or longer must be provided to the ARC Committee Chairman PRIOR to a lessee occupying your property. Please take immediate action to provide a current lease or the HOA Board will be required to take action including fines to remedy this situation. Please send a current lease to the ARC Chairman, Fairway Hills HOA, 418 Fairlane Dr, Debary, Fl 327 13. Should you have any questions please contact the ARC Chairman at his listed phone number. (See Fairway Hills Web site), www.myfairwayhills.com for Board Officers with addresses and phone numbers.)

Sincerely,

(ARC Chairman Name)
Chairman ARC Fairway
Hills HOA

Fairway Hills Homeowners Association

LEASING PACKAGE

March 19, 2019

- Procedure for Leasing Homes in Fairway Hills
- Fairway Hills Leasing Regulations
- Fairway Hills Leased Property Compliance Sheet
- Fairway Hills Lease Verification

March 19, 2019

PROCEDURE FOR LEASING HOMES IN FAIRWAY HILLS

Attached are the newly revised leasing rules. Pay particular attention to the 14 day requirement for submission of the required documents.

Attached are the following required documents:

- Fairway Hills Lease Property Compliance Sheet (Attachment 5)
- Fairway Hills Lease Verification (Attachment 7)

These documents must be submitted **along with a copy of the lease** to the ARC vice chairperson for approval. In the absence of the ARC vice chairperson, the Fairway Hills HOA president will sign the approval document

This amendment does not apply to leases already existing as of March 19, 2019.

You may email the above described required documents to:
leasefairwayhills@yahoo.com

or mail them to:

J. Davidson
Leasing Chairman
306 Foxhill Ct.
Debary, FL 32716

If you have questions regarding the leasing rules or process please contact Jon Davidson at (386) 561-6097.

March 19, 2019

FAIRWAY HILLS LEASING REGULATIONS

(p) Leasing: No residence shall be rented, leased or otherwise occupied by a person(s) not part of the Owner's immediate family for a period of less than seven (7) months. In no event shall any property be used for transient residency, or as a boarding house or assisted living facility, unless required by law. The foregoing restriction shall not apply to the provision of in-home healthcare to any owner or his/her family members. The Board may adopt reasonable rules to further regulate and restrict leasing including but not limited to background checks, tenant approval, registration of tenants, provisions of lease terms, establishing lease caps and other limits. PRIOR to leasing their property, homeowners must provide a copy of the signed lease with a lease period of 7 or more months to the ARC Chairman, and a completed Leased Property Compliance Sheet (See Attachment #5). Additionally, effective March 19, 2019, (Effective Date), at least fourteen (14) days prior to leasing a residence, the Owner shall submit to the Fairway Hills Homeowners Association, Inc. (Association), Certification that they have conducted employment, criminal background and financial credit checks regarding the intended tenant/lessee and any other additional persons proposed to occupy the residence. (See attachment #7). Renewals of existing leases as of the date of the Effective Date are exempt from this requirement. In addition, an owner or owners of a property, located within Fairway Hills, may only offer for lease one (1) property located within Fairway Hills, during any given period of time. Offering more than one (1) property during any given period of time by an owner or owners is hereby expressly prohibited. **The total number of leased residences shall not exceed thirteen (13) at any given time within Fairway Hills.** The Board of Directors for the Association, in its sole discretion, shall have the right to approve or disapprove all proposed leases. The Board of Directors shall either approve or disapprove of any proposed lease within fourteen (14) days of receipt of all documentation required by this rule. If the proposed lease is timely disapproved, no lease shall be made. Any lease entered into in violation of this rule shall be of no force and effect. This amendment does not apply to leases already

existing as of March 19, 2019 (Effective Date).

16.

March 19, 2019

**FAIRWAY HILLS LEASED PROPERTY COMPLIANCE
SHEET
(Attachment #5)**

Fairway Hills is a deed restricted private gated community and as such is governed by published documents to include Articles of Incorporation, By-Laws, and Restrictive Covenants. It is the responsibility of existing homeowners to provide lessees with a copy of all of the governing documents at the time of leasing.

In order to ensure that new residents are aware of the governing documents for our community, and that they have been provided these documents, please complete the certification below.

I/WE, property owners names) _____

OF (property address) _____

CERTIFY THAT WE HAVE PROVIDED TO LESSEE(S)

lessee(s) name(s) _____

OF OUR PROPERTY WITH A COPY OF ALL OF THE GOVERNING DOCUMENTS, AND THAT LESSEE(S) CERTIFY THAT THEY HAVE RECEIVED THESE DOCUMENTS.

I/WE (PROPERTY OWNER(S) CERTIFY THAT A COPY OF THE LEASE WITH A TERM OF AT LEAST SEVEN (7) MONTHS HAS BEEN PROVIDED TO THE ARCCOMMITTEE CHAIRMAN OF THE FAIRWAY HILLS HOMEOWNERS ASSOCIATION BOARD (HOA).

Signed this day of _____

OWNER(S) _____

LESSEE(S) _____

For Fairway Hills HOA Use
This completed document received

By: _____

17.

Date: _____

March 19, 2019

FAIRWAY BILLS LEASE VERIFICATION (Attachment #7)

Homeowners who lease their property in Fairway Hills are required to submit verification they have completed background checks, including but not limited to employment, criminal background, sexual predator registry and financial/credit checks. These background checks regarding the intended tenant/lessee and any additional persons proposed to occupy the residence must be performed by the owner or owner's property management company. Renewals of existing leases are exempt from this requirement. This form and a copy of the lease must be received at least fourteen days prior to occupancy of lessee.

Rental property address: _____

Rental property owner name: _____

Lessee anticipated move-in date: _____

Name(s) of proposed lessee(s): _____

I have conducted the following background checks.

- Criminal
- Employment
- Financial/ Credit
- Sexual Predator Registry
- Other (Describe) _____

Date background checks completed: _____

Background checks completed by (print name) _____

Signature of person who performed background checks:

Relationship to property:

Owner Property Manager

Date Verification Information Received: _____
Lease Approved By: _____ Date: _____

Attachment #6

APPROVED PAINT COLORS FOR FAIRWAY HILLS

The following paint colors are approved for residences in Fairway Hills

Paints can be obtained from the Sherwin Williams store (formerly Color Wheel) located at 840 Saxon Blvd, Suite 25, 32763-8201 in the old K Mart Plaza.

www.sherwin-williams.com 386-774-6867

The Benjamin Moore and Color Wheel Paints noted below can be duplicated by Sherwin Williams Note: ARC approval is NOT required if the residence is being repainted with the same color paint, but a courtesy call to ARC is recommended to minimize unnecessary inspections.

921 San Diego Cream

952 Cayman Island

953 Feather Down

954 Spring in Aspen

955 Berber White

Trim R-185-01 White is the preferred trim paint Sail Cloth or Navajo White may be used

Color Wheel Paints

CL 2663w Mortality

CL 2953w Harvard

CL 2823w Plant Stand CL

2903w Citadel

CL 2713w Ointment

CL 2951w Dwindled

Trim 350 B-4 or 130 B-2 White are the preferred trim paints Sail Cloth or Navajo White may be used

If any color change is being made an ARC request form MUST be submitted an approved PRIOR to painting.