



Fairway View Condos

GENERAL INFORMATION RULES AND REGULATIONS

Adopted August 1, 1994
Fourth revision August, 2012

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Welcome!

The Condo Board of Directors has published this information booklet to assist all owners in the understanding of the operation and responsibilities of each proprietary member of Fairway View Condominiums and the Fairway Village Community, our master Home Owners Association.

A. Introduction

The following GENERAL INFORMATION RULES AND REGULATIONS have been adopted by the Fairway View Condominium Board of Directors in accordance with the:

Subsequent Phase Certificate and Amendment to Declaration of CC&Rs Fairway View Condominiums 1-18 dated May 11, 1989 (#8905110002).

The Covenants, Conditions, and Restrictions, (CC&Rs), the Bylaws and the Rules and Regulations are necessary for the preservation of our Condominium Community. Please review these documents carefully. The Condo Board of Directors and the Property Manager (PM) are responsible for enforcing these documents. These documents supersede any implied or oral understanding.

B. Association Rules and Regulations

The Condo Board of Directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. Upon adoption, a copy of the General Information Rules and Regulations and a copy of each Amendment, modification, or revocation thereof, shall be delivered within 30 days to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

C. Application of Rules

These rules apply to owners and tenants of Fairway View Condominium and to all temporary residents and guests. Each owner is responsible for ensuring that their tenant, temporary residents and guests follow these rules.

D. Owners and Tenants

Owners are responsible for the actions of their tenants. Fines imposed for rule violations accrue against the unit owner's account. Tenants must abide by the CC&Rs, Bylaws and the Rules and Regulations. It is the owner's responsibility to keep their tenants informed. The Condo Board requests that all unit owners discuss and provide their tenants a copy of this General Information booklet of Rules and Regulations. Tenants are not members of the Condo Association and have no vote on Condo matters.

E. Use of Units

In accordance with Fairway Village Homeowners Association rules and regulations adopted November 8, 1996, condominiums and houses may no longer be used for rental purposes.

Two exceptions: (1) All units that were initially purchased as Rental Units prior to 1996 are "grandfathered" as rental properties. When a grandfathered unit is sold or the rental agreement ends, the unit may no longer be used as a rental. (2) If the unit is inherited, then it may be rented but for only one (1) year after the change of ownership with the following conditions:

A unit owner may lease or rent only the entire unit. (*The garage is part of the Condo unit and cannot be rented separately*). An owner may not rent a unit for transient or hotel purposes, or rent for less than 180 days. All leases or rentals must be written agreements which must state that the terms of the lease are subject in all respects to the provisions of the CC&Rs and Bylaws. Failure to comply by the lessee or tenant with the terms of the written agreement will be in default. If the Condo Board finds that a lessee or tenant has violated any provision of the CC&Rs, Bylaws, or the Rules and Regulations, the Condo Board may require the unit owner to terminate such lease or rental agreement.

Residential Use. Commercial activity of any kind shall not be carried out in any unit, or in any other portion of the condominium, including the garage.

F. Rules Enforcement Fees Policy

WHEREAS, Article IV Sec 2, of the BYLAWS OF THE FAIRWAY VIEW CONDOMINIUM charges the Condo Board with the powers and duties of the management of the Association, and WHEREAS, it is the intent of the Condo Board to maintain an attractive and orderly use of the grounds thereof,

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be used in dealing specifically with those community rules and restrictions as outlined in the CC&Rs, Bylaws and the Rules and Regulations subsequent information herein listed and adopted by the Condo Board.

1. Violations can be reported by the Property Manager, the Condo Board, or a resident, stating date, time, violator's and owner's name and address (if possible) and the nature of the violation.
2. A determination of the actual violation will be made by the Condo Board or PM.
3. Following determination of said violation, the unit owner must be notified in writing by the PM of the specific violation, correction requested, length of time to effect correction and consequences of noncompliance.
4. Following the designated period for correction, an inspection will be made by the Condo Board or PM to determine if the corrections have been completed.
5. The owners have 10 days from the date of the notification letter to request an appeal hearing with the Condo Board before the fine is imposed. If a hearing is requested, the Condo Board will set a date, time and place for the hearing and the owner will be notified. If the owner does not appear at the time and place for the hearing, and the Condo Board upholds the fine, the amount levied begins with the date established by the notification letter (#3 above).
6. If the requested corrections have not been made and the owner has made no attempt at conciliation, the Condo Board hereby empowers the PM to levy a Rules Enforcement Fee against the owner in the amount of \$25.00 plus \$10.00 per day for every day the violation continues beyond the date indicated by the notification letter (#3 above).
7. The PM is further authorized to file a lien against the owner when the charges reach \$200.00. The charges for the Rules Enforcement Fee, legal fees, and all other expenses incurred by the Association, will become due and payable immediately. The charges are not to be considered in lieu of compliance or compensation for any damage that may be incurred as a result of said violation. Compensation for any incurred damage is also the responsibility of the unit owner and is payable immediately.

FAIRWAY VIEW CONDOMINIUM ASSOCIATION

1. General Use & Maintenance

- a. The terms General Common Area and "Limited" Common Area, denote elements that are jointly owned by all the Condominium owners. The patio/deck and numbered garages are examples of Limited Common Areas and are the responsibility of each unit owner. The parking lots, lawns, roofs, attic joists and exterior walls are examples of General Common Areas that are the responsibility of the Association. The garage exterior doors (front and man), the door tracks and spring mechanism are examples of limited area elements that are the responsibility of the Association. The garage door electric motor, man door knob/handles and dead bolts are the responsibility of each unit owner.
- b. The building foyer (lobby/hall) is a General Common Area. Frequent cleaning of the foyer is the responsibility of the residents of each building.
- c. The apartment/unit door, door knobs and lock hardware are the responsibility of each condo owner. The common entry/foyer doors, door knobs, window, hinges and lock hardware are the responsibility of the Association.
- d. Sidewalks and/or driveways should not be obstructed or used by any resident for any purpose other than entrance to and departure from their unit and numbered garage.
- e. The deck/patio, windows, awnings and other areas visible from the outside must be kept clean, neat and free of clutter.
- f. The Association is not liable for any loss or damage to articles placed or stored in any Limited Common Area (decks, patios and garages) or in the entry/foyer General Common Area.
- g. The use, operation, and maintenance of the common elements will not be obstructed, damaged, or unreasonably interfered with by any unit owner or renter.
- h. All needed maintenance or repair work of the General Common Area must be reported to the PM. (Invest West Management 12503 SE Mill Plain Blvd. #260, Vancouver, WA 98684, 360-254-5700.) **After hours emergency is 360-518-0922.** Please do not telephone or contact the Condo Board or Condo Committee member. The PM will contact them directly if necessary.

2. Alterations and Additions

- a. No changes shall be made in any unit, or to any common element, which will alter or impair the structural integrity of the building.
- b. A unit owner must first make application and obtain written permission from the Condo Architectural Committee (ARC) before displaying or affixing any of the following: awnings, shades, canopies, shutters, storm doors, screen doors, any type of antenna, skylights, satellite dish, or signs, etc. This includes FOR SALE signs. There are specific rules on the proper location and size when the unit is put up for sale. A Condo Request Form (ARC- 1) may be found in the Condo Box in the Clubhouse coat room.

- c. Unit owners making Alterations and Additions will be required to hold the Association harmless for any liability or maintenance associated with any modifications.
- d. Owners of upstairs condominium units wishing to install any type of flooring except carpeting must apply to the Condo Board and receive approval. This would include wood, tile or laminate floor coverings. There needs to be an appropriate sound barrier beneath any flooring for upstairs units. In the event that the sound barrier is insufficient to keep the sound of traffic on the floor from penetrating to the downstairs unit as per rule and regulation 12e arbitration may be required.

3. Landscaping

- a. Residents are reminded that annual flowers are the only plantings authorized to be planted in the flowerbeds. If you do plant annuals, it is your responsibility to provide seasonal care and clean up in the fall.
- b. All other plants, shrubs, and trees are the responsibility of the Association and must not be trimmed or moved by residents.
- c. Problems with General Common Area landscaping are to be reported to the PM, not the Condo Landscape Committee.

4. Balconies, Decks, Patios and Windows

- a. The watering of plants and sweeping/mopping of balconies or patios and adjacent areas shall be accomplished in a manner which will not create a nuisance to the owners in lower or adjacent units, or to persons on the grounds of the premises. Articles will not be thrown off the balconies or patios. Water tight containers shall be placed under all pots to avoid water leakage damage. No plant pots are to be placed on the top railing of upstairs balconies. To allow proper drainage, carpets placed on decks will not be nailed, glued or otherwise affixed to the deck. The Condo Board requests that carpets be removed from the deck during the winter rainy season.
- b. In order to preserve the attractive appearance of the Condominium, the Condo Board and/or PM may regulate the nature of items which may be placed in or on windows, decks, deck railings, patios, and the outside walls that are visible from other units, common areas, or outside of the unit. Garments, rugs, laundry, and other similar items may not be hung from windows, facades, decks, or patios. Window coverings shall be generally white or lined with white to create an aesthetic and harmonious outer appearance.
- c. The Condo Board professionally contracts the exterior surface cleaning of windows once a year in the spring.
- d. United States flags may be displayed from each unit. All other decorative flags are to be approved by the Condo Board.

- e. Windows, screens, exterior shades and awnings are the unit owner's responsibility. The ARC committee has set standards for a harmonious exterior appearance. Before buying and/or installing any new or replacing any old windows, screens, exterior shades and/or awnings, please initiate an ARC -1 form for review and approval. (Sect; 2b Alterations & Additions).

5. Trash, Garbage and Recycling

- a. Place all trash, except that to be recycled, in the large dumpster container.
- b. There are 3 recycling bins located near each building for Mixed-Paper, Cans, Bottles/glass and Newspapers. Refer to signage in these areas for details.
- c. Our Condo garbage collection service is meant for normal household trash only. Trash must fit in the dumpster. Old tires, furniture, holiday trees, etc. are the responsibility of the individual owner/tenant. Should you need help disposing of large items, (chairs, mattresses, TV's, etc.) you may call a Condominium Board member or the PM who will arrange for Waste Connections to pick the item up with their fee being billed back to you on your monthly statement. Please do NOT leave such items at the dumpster locations.
- d. All shredded paper must be bagged and closed securely, then placed in the mixed-paper bin.
- e. Animal litter must be bagged and tightly secured before depositing in the dumpster.
- f. Fireplace ashes must be cold to the touch and bagged before depositing in the dumpster.
- g. All cardboard boxes and cartons must be broken down (flat) and placed inside the appropriate recycling bin. If it is still too large, please place it neatly alongside the bin.
- h. All garbage and trash must be kept and maintained in sanitary containers and only stored and deposited in the designated Trash/Dumpster/Recycle bins.

6. Fire Prevention

- a. The Condo Board contracts for two important services that are alternately performed bi-annually. The professional inspection of chimney flues, and the cleaning of your clothes dryer vent where it runs through common area walls to the outside of the building. The cost of these services will be billed to individual units by the PM.
- b. Downstairs condo's with a clothes dryer vent on the outside wall of your unit should be cleaned as needed. Lint screens inside your personal clothes dryer should be cleaned after each use.
- c. The filter on the heat pump/air conditioner unit should be cleaned frequently.
- d. The Condo Board strongly suggests you have at least one fire extinguisher in your unit.

7. Insurance

FVCA Master Policy: American Benefits, Inc. by Community Association Underwriters of America, Inc. Policy Deductible - \$10,000. A Certificate of Insurance may be requested by calling 503-292-1580 Ext. 116 or by visiting the website www.abicondo.com. An Insurance Certificate can also be obtained from your PM. If your mortgage holder sends a written request, please send a copy to:

Certificate Department, American Benefits Inc.
9755 SW Barnes Rd. #290, Portland, OR 97225

Key Information regarding the Association's master policy:

- a. The common elements, limited common elements and units are covered.
- b. All betterment's, improvements and upgrades (*if documented*) made at the expense of the current owner are covered. These items could include upgrades to the carpeting, cabinets and appliances as well as wall coverings, built-in bookshelves and other permanent fixtures. *The Condo Board advises all owners to photograph the interior of their unit and file the pictures with the PM.*
- c. This master policy carries "Special Form" coverage, which includes fire, lightning, windstorm, hail, explosion, riot, air-craft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden rapid water escape or overflow from plumbing or appliances, frozen pipes and convactor units.
- d. No coverage is provided for wear and tear, deterioration, damage by insects or animals, settling or cracking of foundation, walls, basements or roofs. There is no coverage for damage caused by repeated leaking or seeping from appliances or plumbing. This includes leaking from the shower, bathtub, toilet or sink. These events are properly classified as maintenance items. The master policy contains full details on coverage, limitations and exclusions.
- e. If you have a claim that you believe needs to be submitted to the association policy, you must first notify the PM. Claims are not accepted directly from a unit owner. A claim that involves your personal property and furniture must be submitted to your personal condominium insurance carrier.

Key Information regarding unit owners and tenants insurance needs:

- a. All unit owners should purchase a condominium owner's policy, also known as an HO-6, in order to provide coverage for items such as personal property that could include furniture, personal liability, additional living expenses (in the event the unit is uninhabitable due to covered loss), as well as Loss Assessment Coverage.
- b. Tenants should have their own renter's insurance policy.

- c. The association master policy carries a deductible. In the event of a claim, the association may seek to recover that deductible from the unit owners involved in the claim. Your responsibility for the deductible may be insured by your individual policy, subject to your own deductible, though you may need to add building coverage. Some insurers cover the claim under the loss assessment. Ask your personal agent.

An explanation of Personal Property vs. Condo Property is included in the Definitions section at the end of the General Rules and Regulations.

8. Pets

- a. Only domestic dogs, cats and birds are permitted within the condominium or any part thereof. Owners may keep one pet in their condominium. Owners wanting an additional pet must obtain prior written consent of the Condo Board. Pets are not permitted to run wild and must be kept on a leash when visible outside of the unit. After the Condo Board has received two written complaints for violation of any rules governing pets, the Condo Board may require the removal of the pet.
- b. Owners are required to follow the laws of Clark County regarding pets. These include the leash law, registration and inoculation requirements, noise control, and vicious behavior. Pet owners should be familiar with these statutes.
- c. Any damage caused by a pet to the building, grounds, walkways, or any part of the common areas or limited common areas, shall be the full responsibility of the owner of such pet. Any damage caused by cleaning, chemicals, or other such materials used in an attempt to remedy such damage shall also be the responsibility of said pet owner or unit owner as specified above. They shall pay the full cost of restitution, removal and replacement of such damaged items.
- d. Owners are required to carry litter bags while walking or exercising pets and pick up after them.
- e. All pet trash (sand, litter, paper, excrement, etc.) shall be wrapped in a plastic bag and sealed tightly before depositing in the garbage dumpster.

9. Vehicle Use and Parking

- a. The speed limit within Fairway View Condominiums is 10 miles per hour. If you observe a vehicle exceeding this limit, please record the license number, the company name, the date and time of the violation. Refer this information to the PM, including your name and unit number. Repeated violations will be dealt with by restricting the vehicle from Fairway View Condominium property.
- b. Other than your own vehicle parked in your numbered garage, parking in the Common Area parking spaces is on a first-come, first-serve basis for residents and/or their guests, and/or for a resident's second vehicle.
- c. Vehicles cannot be stored in these common parking spaces. If resident/guest vehicle plans to be parked for more than 14 days, the Condo Board requires the unit owner to request permission in writing, stating the type of vehicle and dates of the storage.

- d. Condo vehicle identification stickers can be obtained from the Condo Board.
- e. Unit owners shall not use their numbered garage for storage in a manner that interferes with the parking of their primary vehicle.
- f. Vehicles are not permitted to park in front of garages and in areas not specifically marked as a parking space.
- g. Only vehicles that are operable and currently licensed may be parked in a Common Area Parking space. Vehicles in violation will be towed at owner's expense.
- h. There are eleven (11) electric meters used in supplying current to exterior lighting and outlets in all 128 unit garages. This cost is a common cost shared by all residents equally. Therefore, these meters may not be used to charge personal electric automobiles. The electrical configuration for the garages may not permit construction of an individual meter for a unit's garage. Hence, owners of an electrical automobile which needs an electrical charging station should contact the Condo Board of Directors to ascertain feasible alternatives. All charges relating to the installation of a personal charging station &/or meter would be the responsibility of the individual condo owner.

10. Vehicle Repairs

- a. Preventative or minor maintenance is allowed in a unit's numbered garage.
- b. Residents are warned that it is a violation of the laws of the State of Washington to dispose of crank case oil in a catch basin. Used engine oil can be disposed of by putting it in a leak-proof container and setting it beside the recycle bins and marking it "USED OIL".

11. Recreational and Other Type Vehicles

- a. A trailer, truck camper, motorcycle, boat, boat trailer, motor home or any other type of recreational vehicle is not allowed to be parked on any portion of the condominium common area except for loading and unloading; and never overnight.

12. Miscellaneous

- a. Smoking materials will not be extinguished, thrown, or discarded in or on any parking areas, walkways, or common areas.
- b. Exterior lighting will not be installed or maintained on any unit, and no antennas or transmitting towers shall be affixed to the common or limited common areas without first filling out an ARC- 1 form for BOD approval.
- c. For security purposes exterior and foyer lights must be left on except during daylight hours. Burned out bulbs are to be reported to the PM.

- d. Maintenance personnel, Condo Board Members, or the PM must not be asked to do any work inside a unit. If you have repair work needing to be done, you may be able to contract small jobs from the Property Management company. Call them for specific information.
- e. Nuisance activities will not be carried on in any condominium. A nuisance is an activity that annoys and disturbs one in possession of their property, rendering its ordinary use or occupation physically uncomfortable to him or her. This activity includes, among others, smoke, odors, noise, or vibrations. Also, no unlawful use shall be made of the condominium or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- f. No space heaters, block heaters, or air conditioners shall be used in any garages. In addition to being a fire hazard, the electrical expense should not be born by the residents at large.

13. Safety and Security

- a. The Association participates in the Neighborhood Watch Program. Please get acquainted with your Area Captain. Report any suspicious activity, disturbances, or persons trespassing on Fairway View Condominium property by calling 911. The PM should also be informed ASAP. A new Neighborhood Watch ("If I don't call the police, my neighbor will") yellow window sign/sticker can be obtained from the Clubhouse Office.
- b. Door-to-door soliciting is not permitted. Politely ask the person(s) to leave the property and if you choose, report the incident to your block captain or Neighborhood Watch.
- c. Do not leave decorative lighting or lights on holiday trees burning when you are not present. Exterior decorations or lights should be removed within 10 days after a holiday.
- d. If you are going to be away, tell a neighbor, friend, relative, or your Neighborhood Watch Block Captain where you can be reached in an emergency and when you are expected to return. You might elect to provide your neighbor with a key to your unit. The Board suggests at least 56 degree temperature be maintained in every unit, and electrical service must be operating at all times.

14. Monthly Assessments

The methodology used in establishing the monthly dues is tied to the dollar value of each unit model, established by the developer, and then filed with Clark County in 1982. All units of like models (Barrington, Augusta, etc.) are assessed dues in the same amount. Each model assessment relates to the total value of all 128 units. (\$7,741,400.00)

- a. Condominium monthly dues are payable on the FIRST of each month and are delinquent if not received in the offices of the PM by the 10th of the month. A late fee charge of 10% of the monthly dues will be levied against the unit owner for accounts past due as of the 11th of each month. This late fee charge will be treated in the same manner

as a special assessment and/or maintenance fee charge and will be collectable through procedures established by the Condo Board. The Condo Board, in its discretion, may waive the imposition of a late fee, on a case by case basis. An automatic monthly payment from your local checking account can be arranged with the PM for easy, on time and efficient payments.

- b. Owners will be given written notice of past due account 30 days past due. If accounts remain unpaid for a period of 60 days, a notice of lien will be given. If the account is not brought current within 90 days of the due date, a lien will be filed against the unit for non-payment of maintenance fees and/or late fees and/or special assessments and/or fines. Owners will be responsible for costs incurred in connection with filing liens, judgments and/or foreclosures, filing fees, recording costs, including, but not limited to, filing fees, recording costs, lien preparation, interest, attorneys, and court costs, etc. These costs will be treated as special assessments against the unit and must be paid prior to a lien being removed.
- c. Dues are collected and used for the Condominium Association's Operating Expenses: water, sewer, irrigation, common area lighting, electrical service, trash collection, hazard insurance, and management fees. Assessments are also for Capital Expenses of periodic maintenance and improvements such as painting, landscaping, roofs, siding, gutters, private street and sidewalks, drainage, decks, patios, etc.
- d. Condo owners also pay an annual Fairway Village Association assessment (dues). All proprietary members (house and condo owners) are assessed equally each year. The Association dues pay for the operation and maintenance of the Club house, swimming pool, Village common areas and 9-hole Golf Course.

15 Board Meetings

- a. The regular monthly Condo Board meeting dates are set by the Condo Board. An Agenda stating time and place for the upcoming regular meeting will be posted, usually on each foyer door, at least three days prior to the meeting. Meeting information is also printed in the monthly Villager newsletter. The meetings are generally held in the Village Clubhouse.
- b. The Annual Condo Board Meeting is held in October of each year to adopt the annual budget, elect new Board members, and transact any other Board business.
- c. Special Condo Board meetings can be called when necessary and owners are notified at least 3 days prior.
- d. Emergency Condo Board meetings can be called when necessary and do not require the 3 day notice.

If you wish to mail something to the attention of the Condo Board:

Chairman
Fairway View Condominium Association
15509 SE Fernwood Drive
Vancouver, WA 98683

OR Invest West Management
Attn: Fairway View Property Manager
12503 SE Mill Plain Blvd. #260
Vancouver, WA 98684

16 How to get results

When you want information, need an explanation or to file a complaint with the Condo Association, telephone our Management Company.

Invest West Management, 360-254-5700

After Hours Emergency 360-518-0922

Regular Office Hours: Monday – Friday 8:30am to 5pm

Identify yourself: "My name is _____. I live in the Fairway View Condominium, Unit # _____. I have a question concerning my condo".

The telephone receptionist or current phone system will transfer you to our Condo Community PROPERTY MANAGER (PM). The PM will discuss your question and, if necessary, the PM will contact the appropriate Condo Board member to assist you. Write down who you talked to, time and date.

Please contact Invest West Management first before calling a Board Member.

Your monthly dues pay Invest West Management to manage our Community.

17 STANDING COMMITTEES:

Building Maintenance
Architectural Review

Grounds & Landscape Maintenance
Welcoming

The Condo Board is always looking for volunteers to serve on the above standing committees as well as any ad hoc committees that are needed during the year.

This fourth revision of the General Information, Rules and Regulations was unanimously approved by the Board of Directors at the regular BOD meeting of August 23rd, 2012

signed : Kristine Lozano

Kristine Lozano
Chairman, Fairway View Condominiums

FAIRWAY VILLAGE HOMEOWNERS ASSOCIATION
Master Association

All Fairway Condominium Owners are "Proprietary" members of the Fairway Village Homeowners Association and pay:

- One payment per resident per year.
- Assessments are due by January 1.
- Invoices are published in the December and January editions of The Villager Newsletter.
- Note: Invoices are not mailed.

Fairway Village Membership Information (prior to purchase):

- All new buyers, whether Proprietary or Associates, must complete a Membership Application at the Clubhouse Office and include Photo Identification as evidence of 55 and over age requirement.

New Buyer Fee:

- All new owners, houses and condos, pay the Fairway Village HOA \$1000.00 at escrow. This is called the New Buyer fee. The funds are deposited directly in to the Reserve Fund for major repairs and replacements of the Fairway Village Homeowners Association assets.

Voting:

- Each Condo unit has one Vote as a Proprietary member of Fairway Village.
- Clubhouse Administration Office Hours:

9:00 a.m. to 1:00 p.m. Monday through Friday

Clubhouse Administration Staff:

- Administrator and Chief Operations Officer
- Activities Coordinator/Office Assistant
- Clubhouse Maintenance Foreman
- Director of Golf

Fairway Village Swimming Pool Rules

- For Homeowners Association members and guests only.
- Pool opens on Memorial Day and closes at end of October (weather permitting).
- Swimming Pool Rules Policy may be found on our website and posted at the pool.

Fairway Village Website:

- www.ourfairwayvillage.org
- Residents can access using password provided by the Webmaster.
- Documents of interest on the website include; Fairway Village Board Minutes, CC&Rs, Bylaws, Article of Incorporation, Policies, Washington State statutes governing Homeowners Associations and Non-profit Corporations, Phone Directory, Budget and other various forms.

Phone Numbers:

- Administration Office (360) 256-6626
- Golf Shop (360) 254-9325

Clubhouse Room Reservations:

- Most all rooms in the Clubhouse can be reserved for your regular meeting, playing cards, etc. but you must contact the Activities Coordinator and complete a reservation form. Your request will be entered in the electronic calendar immediately.

Fairway Village Guests and House Sitter Rules:

- a. Visits of a guest under 18 years of age are limited to 30 days in a calendar year. Beyond 30 days a variance must be obtained from the Fairway Village board which can be for no more than an additional 30 days.
- b. Visits by a guest 18 years or older, or a stay of 30 days or less requires no formal notification. For a stay longer than 30 days, a variance request must be submitted to the Fairway Village Board, prior to the end of the first 30 days. Each request for a variance cannot exceed an additional 30 days, making a total of 60 days, providing the variance is approved. After 60 days, the over 18 guest will be subject to all FVCA (Condo) and FVHOA (Village) assessments as an Associate Member of both Associations.
- c. Except for public golfing facilities, guests may not use any Association facility (clubhouse/pool) unless accompanied by a qualified owner. Under no circumstance may a clubhouse key be given or loaned to a guest. Guests are subject to all rules and regulations governing the Fairway Village Community.
- d. House sitters, during the absence of the owner, must be 55 years of age or older unless granted a variance by the Fairway Village Board. House sitters must be registered with the Administration Office, including beginning and ending dates of service. A variance is required for house sitting service longer than 60 days. House sitters have the same status as guests. A house sitter may not be a renter, lessee or sub-lessee.

Note: Smoking is not allowed in the Clubhouse.

Note: Pets are not allowed in the Clubhouse.

Definitions and Village Information

FVHA – Village Association: Fairway Village Homeowners Association (Master Association)

FVCA – Condo Association: Fairway View Condominium Association (Sub-Association to FVHA)

FAIRWAY VILLAGE BOARD OF DIRECTORS – (Fairway Village Board) The seven (7) person Fairway Village Board governs the entire Fairway Village of 824 units (696 homes and 128 condos) on 250 acres.

CONDO BOARD OF DIRECTORS (Condo Board) – The Condo Board consists of five (5) persons; Chairperson, Treasurer, Secretary, and 2 Directors. All Directors are elected for two year terms. Staggered positions insure a smooth transition of officers. The officers' positions are selected each year by vote of the Condo Board.

PM – Condo Property Manager: Management Company under Contract.

PROPRIETARY MEMBERS – All owners of a condo unit are proprietary members of the Fairway Village Homeowners Association as well as being members of the Condo Association.

ASSOCIATE MEMBER – Every occupant who is not an owner, but who has been approved by the Fairway Village Board / Administrator for occupancy, is an Associate Member of both the Village HOA and the Condo Association.

OCCUPANT – Occupant shall mean any person actually residing in any unit within the Fairway Village Community, but does not include a guest or sitter.

ARC – The Condo Architectural Review Committee (ARC) reviews all Condo owners' requests for additions and alterations of their unit.

ARTICLES OF INCORPORATION – Fairway View Condominium Association

State of Washington, Secretary of State dated January 8, 2001 (UBI # 602 095 719)

CONDO BYLAWS – Rules adopted by the Condo Association for the governance of the Association. The current Bylaws are recorded in Clark County, Washington as follows:

Bylaws of Fairway View Condominiums 1-15, dated August 31, 1988 (#8808310052)

Amendment dated June 16, 1989 (#890610099)

Amendment #1 dated September 4, 1991 (#9109010048)

Amendment #2 dated September 4, 1991 (#9109040047)

CONDO CC&Rs – Covenants, Conditions and Restrictions are the rules that govern our Condo community. You should have received a copy from the seller of your unit or your escrow/title company before or at the time of purchase. The current CC&Rs are recorded in Clark County, Washington as follows:

Subsequent Phase Certificate and Amendment to Declaration of CC&Rs Fairway View Condominiums 1-18 dated May 11, 1989 (#8905110002)

Obtain a copy of the Fairway Village HOA BYLAWS & CC&Rs that govern the entire Fairway Village Community, homes and condos. You can obtain a set at the Village Clubhouse Office.

GENERAL COMMON AREA – The Condo General Common Area is basically everything outside of your unit. The lawns, parking lot, sidewalks, private street and all the buildings' exterior walls and roofs are General Common Area elements.

LIMITED COMMON AREA – "Limited" means that only one unit has the right of use and the responsibility for a specific area. Examples of Limited Common Area elements are the patio/deck and your numbered garage.

FOYER – The hallway/lobby of each Condo building is a General Common Area and is the responsibility of the Association. It is a generally accepted practice that the owners in each building clean and vacuum their foyer and stairways frequently. Carpets are cleaned as needed.

CLUBHOUSE KEYS – Charge is currently a \$15.00 deposit per key and is fully refundable when key is returned. To replace a lost key, \$25.00 is charged. Keys can be purchased in the Village Clubhouse office. (Note: Residents will be refunded the key deposit depending on their initial deposit.)

PLEASE DO NOT LEND YOUR KEY TO ANYONE

RENTALS – There are a few units that are "grandfathered" as Condo rental properties. When a rental unit changes ownership, it must be occupied by the new owner. The property can no longer be a rental after the new owner takes possession. A unit acquired by inheritance may be rented for no more than one year after transfer of the unit to the heir. Renters have no vote in the Village or Condo Associations. (Fairway Village CC&Rs, Sect. 1.2: Use of Property).

THE VILLAGER – This monthly Newsletter is the official means of communication to the entire Village Community. A copy is delivered to your door on the last day of every month. A Calendar of Events is included in every issue. Extra copies are available in the Clubhouse Office.

RESALE CERTIFICATE – A condo apt/unit owner shall furnish a Resale Certificate to the purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, except in the case of a sale where delivery of a public offering statement is required, etc. (see Washington State RCW). (This is only part of Sect. 64.34.425 pertaining to what the seller is instructed to offer the buyer, by law, before the sale is executed.)

BULLETIN BOARD – There are Bulletin Boards in the Clubhouse. All Condo and Village Agendas, Minutes, and Notice of meetings are posted. Residents are encouraged to review the boards.

PHONE DIRECTORY – A Fairway Village Phone Directory is available in the Clubhouse Office. This Directory includes all Village residents' names (Condo and Homeowners), addresses, phone numbers, and Neighborhood Watch Captains. Information from the Village Directory should not be given to anyone other than a Village resident.

GOLF COURSE – The 9 hole, par 34 golf course and the Golf Shop are available for both public and Village resident use. Golf carts are available for rent. A copy of the Golf Course Rules may be obtained in the Golf Shop.

OVERNIGHT CLUBHOUSE PARKING – A three day unoccupied RV vehicle parking permit for the Clubhouse parking lot may be obtained from the Village office.

ANNUAL VOTING – Voting occurs during the Annual Meetings in October of both the Condo and the Village Association. Voting is done by mail. Each Condo unit has one vote in each of the Associations. Ballots or Proxies will be delivered to each unit in ample time to vote by mail. Absentee ballots and instructions are available in the Village Clubhouse Office.

PERSONAL PROPERTY – Remove the ceiling of your unit, turn your unit upside down; everything that falls down is your **PERSONAL PROPERTY** including furniture, refrigerator, clothes, jewelry, antiques, etc. Everything that did not fall down is covered by the Condo Master Policy. (Flooring, cabinets, mantel, counters, built-in bookcases, sinks, etc.).

INSURANCE CERTIFICATE – Your mortgage holder or bank may ask you for a current Certificate of Insurance. Call: 503-292-1580 Ext. 116 or call the PM for a copy.

VEHICLE TOWING – A local towing company is under contract to remove all vehicles from Association private property if the vehicle is found in non-compliance with the Condo Association parking rules.