

## Rules

&

# Regulations

3820 Fairfield Ave Shreveport, La 71104

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www.fairfieldoakscondominium.com

These rules have been updated and approved by the Fairfield Oaks Homeowners Association Board of Directors – January 2022 and supersede any prior general rules.

Office Hours

Monday - Friday 9:00am-2:00pm

**Except Holidays** 

Our mission is to work together with our homeowners and residents to encourage a strong sense of community, ensure a safe living environment, and enhance property values.

The Rules and Regulations have been approved by the Board of Directors and have been put in place to give you a clear understanding of the responsibilities of all owners and tenants of our community. We are all governed by the same Association rules and regulations and required to follow them and respect the rights of our neighbors. These rules and regulations are for the general information. Any additional information, rules, guidelines, or etc. in the declaration or by-laws must also be followed.

#### Please read and retain these rules and regulations for future reference.

Owners are responsible for tenants' compliance to these rules and regulations. Tenants are not exempt. Owners are responsible for providing tenants with rules and regulations and a signed acknowledgment form must be provided to the office along with a copy of the lease before the tenant moves into any unit. A parking pass will be issued from the office upon receipt of the required acknowledgment form.

Fairfield Oaks Homeowners Association is governed by the Board of Directors under the provisions of the Condominium Declaration, the Association By-Laws, and the Articles of Incorporation. Copies of these documents are available in the office for a fee. These documents are also public record and can be obtained from the Caddo Parish Clerk's Office. *They may also be printed at no cost from our website at www.fairfieldoakscondominium.com*.

The following rules and regulations are hereby promulgated by the Board of Directors and are effective immediately. Additional subjects may be covered in the future.

## **Common Elements**

Common Elements are defined as any part of the property not within the walls of a unit; which shall mean all immovable property owned in division by the owners for the common use and enjoyment of the owners. Patios and balconies while privately owned are considered common elements in that they must be maintained in accordance with the By-Laws and/or regulations.

- 1. Signs are not permitted anywhere on the common area or upon the common elements of the complex except for those placed or specifically authorized by the Board of Directors.
- 2. External additions, replacements and structural changes are permitted only with prior approval by the Board.
- 3. Internal alterations which affect load bearing walls, which make changes in plumbing or electrical service, doors to hallways or windows; or which remove/replace the flooring in second floor units require Board approval.
  - a. Specific approval is required for installation or replacement of washers and/or dryers. These appliances must be maintained in good working order; the use of the machines cannot interfere with the privacy of the adjoining units.

- b. Occupants and owners are reminded that breezeways, and foyers are part of the common area, and all construction or landscape therein requires approval of the Board. No personal items are to be placed in same without written Board approval. No Smoking in the enclosed common elements.
- c. Fences enclosing patios may be repaired or adjusted by maintenance department.
- 4. The Association will do all landscaping of the common elements. Enclosed patios are an exception. The patios must be maintained by the owner so as not to cause any damage to the exterior of the building or become unsightly. **The Association's maintenance employees must be allowed access at all times.** If the patio gate is locked, a key must be provided to the office.
- 5. Hallways and closets therein are part of the common elements and are used for maintenance access, and not storage.
- 6. The swimming pool, laundry rooms, and garbage pick-ups are part of the Common Elements, and have their own rules and regulations.
- 7. All Common Element décor must be done by the Association. When occupants move in or out, particular care must be taken that no damage is done to hallways or entries. Damage will be repaired and billed to the unit owner concerned. Under no circumstances will an owner or anyone employed by said owner make repairs or do painting without written permission from the Board of Directors. The expense of renovating/refurbishing foyers is shared by the Association and the unit owners of the building when funds are available. Written approval is required; cost is determined by bids for proposed work.
- 8. All minor children must be accompanied by an adult guardian while in or on the common element. No riding of bicycles, roller blades, etc. is permitted on the property. Stairways, balconies, driveways are not to be used as play areas.
- 9. For insurance purposes <u>there will be NO outdoor cooking anywhere on property</u>. This includes patio and balconies. No grills, hibachis, or barbecue pits allowed.
- 10. No car washing is allowed on FFO property. No mobile car washing services allowed on property. This includes vehicles belonging to unit owners, tenants, and/or their guests.

## General Rules

Your condominium is your home free from interference by the management unless you or any guest disturb other residents.

Owners/Tenants shall not engage in any abusive or harassing behavior, either verbal, physical, electronic, or any other form of intimidation or aggression directed at other owners, tenants, guests, occupants, invitees, or directed at members of the board, agents, employees, or vendors. (Defined as: words, gestures, or actions which tend to annoy, alarm, disturb, irritate, cause discomfort, or abuse another person. Abuse is considered to be insulting, hurtful or offensive wrongs or acts.)

Anyone living on the property or visiting must abide by the rules and regulations. (Tenants renting are not exempt and must be provided with the rules and regulations and a signed acknowledgment must be provided to the office along with a copy of the lease before the tenant moves into any unit.)

Staff members are not to do work for an individual unit owner during regular business hours.

Keys issued to vendors for repairs are the responsibility of the owner. If the office is given prior notice from owner, the keys can be issued to vendors, but the office is not responsible for staying in the office until the vendor arrives and/or leaves and the office is not responsible for any loss from the unit and/or the safe return of the key.

All realtors must check in with office upon acquiring a property for lease or sale.

Before beginning any updates/remodeling please, refer to the declaration and by-laws for specific information on remodeling and flooring.

The property does require going "ONE WAY" through the parking lot. Failure to do so is a serious offense. All drivers must follow the signs posted on property to avoid fines and accidents.

The Association shall have the right to enter any unit to make emergency repairs; therefore it is encouraged that ALL homeowners place a key(s) on file to prevent unexpected costs (i.e. locksmith) at the unit owner's expense.

## Parking and Vehicles

All parking is considered a common area and belongs to the Association. Each unit is provided with one parking space and residents are required to use their assigned space. Second vehicles or guests' vehicles should be parked in uncovered designated parking areas. Curbside parking is reserved for short term visitors and service vehicles. This short-term parking will be monitored and those that abuse will be fined.

Some overflow parking is available behind Building One.

- 1. Parking is not permitted in areas designated as Fire Lanes (Red Curbs) by the Shreveport Fire Department. Emergency vehicles must have access to the entire property.
- 2. No recreational vehicles, including but not limited to: boats, vans, motor homes, dual axle trucks or oversized vehicles of any kind may be parked long-term in the common areas, the streets or grounds. Any occupant having one of the above vehicles must park it off premises. Bicycles should be stored within the owner's unit.
- 3. All vehicles must be in running order, have a visible license plate, and be inspected, in accordance with Shreveport City Ordinance. Violators will be given a notification to comply. These violations may result in fines and/or towing of vehicle at owner's expense. Major car maintenance is not allowed on the premises. Major oil leaks are subject to fines.
- 4. Residents/Owners are responsible for their guests' compliance with the parking regulations, which is necessary for the safety and convenience of all concerned. Residents/Owners having guest(s) who will be

staying for an extended period (more than 3 days) tenant must register their vehicle with the office to avoid towing.

- 5. The parking spaces in front of the Association office are reserved for those conducting 8 AM-5 PM weekday business with the Association.
- 6. The manager has the authority to request compliance with the foregoing regulations by unit occupants or their guests parked in violation. If this fails to secure compliance, the Manager is authorized to take such other steps as are necessary, including ticketing, or having the violating vehicles towed, at the unit owner's expense. ANY VEHICLE PARKED IN A FIRE LANE WILL BE TICKETED AND/OR TOWED AT VEHICLE OWNER'S EXPENSE WITHOUT WARNING. (if you are a tenant, the Unit owner will also be notified.)

#### Fines for Parking violations:

First Violation: A written warning is issued to vehicle owner. (if you are a tenant, the unit owner will also be notified)

Second Violation \$50.00

Third Violation \$100.00

Fourth Violation \$200.00

Towed at vehicle owner's expense without warning. (if you are a tenant, the unit owner will also be notified)

\*All fees, fines, and adjustments will be identified on unit owners monthly statement.\*

## Homeowners' Responsibilities

Attention Resident Homeowners: You, the homeowner, are responsible for your own actions as well as the actions of your guests and the actions of any other persons residing in your home, whether those persons be family members, friends, paying roommates or paying tenants. Fines for violation of this policy will be imposed on the homeowner.

Attention Non-Resident Homeowners: You, the homeowner, are responsible for the actions of any persons residing in your unit as well as the actions of their guests.

The owner is responsible for obtaining copies of any pertinent documents (leases, rules & regulations, & the acknowledgment form) and for advising the occupants of their responsibilities to read the rules and regulations applicable to them. Renters/Tenants are responsible for providing the office with a signed Resident information form.

## Rentals/Lease

If you rent your unit you are required to provide a copy of the lease to the office. The lease must state that the tenant is to follow the Rules and Regulations as set forth by the Board of Directors.

A copy of the rules and regulations will be provided to each new tenant and the signature page must be signed and dated in the office along with the Tenant Information Form; Parking Pass will be issued at time of signing.

The office will notify the tenant of small infractions but is not required to explain or provide any information to the tenant. The unit owner will be notified of tenant violations.

### **Short-Term Rental Restrictions**

Fairfield Oaks Condominium prohibits Airbnb, vrbo, hospitality housing, or short-term rentals (less than 2 months) including the subletting of a single room.

From Fairfield Oaks Declaration Section 21, page 27:

"In the event that any unit owner desires to lease the unit owner's unit, it must be pursuant to a written lease the form of which the lease is approved by the Association prior to the execution thereof and such lease *must not be for a term less than two months.*"

#### Vendors and Tradesmen

All vendors and tradesmen performing work on the property, whether it is for the Association or a unit owner, must be identified to the management and must have a current <u>Certificate of Insurance</u> and <u>License</u> on file in the office.

All vendors hired by the Association "work for the association," and individual unit owners/tenants are not to interfere with any work that is being done.

All vendors/tradesman are to abide by Fairfield Oaks Rules and traffic signs. They must clean up after their work is complete and all trash must be removed from the property. This must be done daily not at the completion of a job. The dumpster IS NOT to be used by vendors/tradesmen.

Any contractor needing to go on the roof of any building must notify the manager in advance and secure permission.

If any utilities are going to be turned off for any reason, the office must have advance notice and allow the residents a 24 hour notice.

## **Building Exterior and Unsightliness**

Balconies, patios and common areas must be kept clear of clutter. Balconies and patios are not to be used for storage. The patio areas are to be kept mowed, clipped, and free of litter to prevent insect and rodent infestation.

No clothes lines, bedding, rugs, vehicle mats, mops, personal items, cleaning or personal items are to be kept on or hung over patio fences, carports, balconies, or in any walkways at any time.

Bikes, toys, ladders, etc. are not to be stored on any balcony, stairway, or walkway at any time.

NO work of any kind shall be done on the exterior of the buildings or common areas by any unit owner or tenant unless approved by the HOA.

No owner or tenant shall install any wiring for electrical, telephone installation, radio antenna dish, window air conditioning unit or any similar improvements that protrude through the walls or the roof of the building without the written authorization from the Board of Directors. No window air conditioner units are allowed.

No FOR SALE, FOR RENT, or any other signs are allowed on the property or in any individual unit windows. Only the office is to post notices on property.

#### Satellite Dishes

NO satellites dishes or any other equipment is to be attached directly to the buildings or roofs. Satellite dishes must be out of sight on patios and must have written permission from the Board. Existing service may remain until disconnected but no new installations will be allowed.

## **Approved Window Treatments**

To assure a uniform appearance for the complex, approved window treatments include blinds, plantation shutters, shades or drapes in neutral colors (or backed with white or ivory colors). Covering windows with aluminum foil or painting of windows in dark or exotic colors is strictly prohibited. It is recommended that plants, toys, flags, signs, and other collectibles be displayed inside the window covering for the personal enjoyment of the occupant.

## Trash and Trash Collection

Only household trash is allowed in the dumpster. Disposal of furniture, mattresses, construction materials, etc. are responsibility of tenant/owner.

Boxes must be flattened and taken to the dumpster. Moving boxes will not be picked up.

Non-working appliances discarded furniture and other large items are not acceptable in the dumpster area. Occupant who discards these must arrange to have items removed from the property.

Human or medical waste will not be picked up by the staff; it is the responsibility of the resident and must be delivered to the dumpster by the resident.

Trash must be in a sturdy plastic bag, with bag secured at the top, and of a weight that is easily handled. Paper bags are not acceptable for household garbage. Smaller plastic bags (i.e. Walmart) will not be picked up.

Residents of buildings facing Dudley Street, or the main entrance should place their trash outside their patio gate.

Trash is to be placed outside on the specified collection days only between 6AM and 9AM. Do **NOT** place trash out in advance. Trash is to be placed at ground level on pick-up days.

Trash service is on Monday and Thursday **ONLY**. Any changes to the trash service due to holidays will be posted in advance at each mailbox.

The following policy and procedures have been adopted for the processing of violations of the above stated Trash and Trash Collection Rules of the Fairfield Oaks Condominium Rules and Regulations (hereinafter, "Rules"). Violations of any such rules will result in the following action against the homeowner:

#### Fines for Trash Violations:

First Violation Written Warning Posted on Unit Door and emailed to unit owner Second Violation \$50.00 Subsequent Violations \$100.00 per Incident

\*All fees, fines, and adjustments will be identified on unit owners monthly statement.\*

### **Pool Rules**

#### NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

The pool gate must remain closed at all times. Pool gate code is available in office.

The Association, Board of Directors, Officers, and Staff not responsible for personal injury or loss of personal items.

Safety Equipment is not to be played with and should only be used for its intended purpose.

Pool hours are 8AM –9PM Sunday-Saturday. Pool will be closed periodically for cleaning and for any weather related events at the discretion of the office.

Each unit may have 2 guests who must be accompanied by an adult resident.

Proper pool attire is required. No cut-offs allowed.

Anyone under 17 years of age must have adult supervision.

No running, horseplay jumping, diving or rowdy behavior is allowed.

Pets are not allowed within the pool or the fenced pool area.

No glass, no alcohol, no loud music is allowed.

#### <u>Pets</u>

#### No Aggressive dogs allowed!

Pets that are considered to be a menace, nuisance, or demonstrate aggression to others shall not be allowed on property. Extremely large dogs are not allowed on the property

Pets MUST be kept under control at all times when outside the unit. Dogs MUST be on a leash any time they are outside of the unit.

Residents MUST use some method of disposal of dog waste when walking dogs. This is a densely populated community, and all dog droppings must be picked up immediately. This is common courtesy to staff, residents, guests, and contractors who often walk in the grassy areas of the property.

Owners are responsible for their pets health, cleanliness, and behavior. This includes excessive noise or barking.

Pets must be housed within the condominium units. The Association assumes no responsibility for the safety of pets.

Pets are to be registered at the office, and proof of current rabies and license tag is required.

Only two pets are allowed per unit. The total weight of both pets should not exceed 40lbs.

NO snakes or exotic animals are allowed. Small birds and fish are allowed

Pet owners or caretakers are to use the dog walk, located by the dumpster to exercise their pets or go off the grounds (Located by the dumpster)

Unit owners may wish to require a non-refundable pet deposit in their lease.

## Fines for Pet Policy Violations

The following pet etiquette must be observed or followed to avoid consequences or fines.

Pets must be leashed and controlled at all times when in common areas.

Pet waste must be picked up immediately and disposed of in designated pet stations.

Service dogs over the weight limit must have doctor-approved certification.

#### No written warning will be issued.

Fines are as follow:

First Violation \$100.00 Second Violation \$100.00 Third Violation \$200.00 plus mandatory removal of the animal from the community. Subsequent Violations \$200.00 *per incident* until animal is removed from the community

\*All fees, fines, and adjustments will be identified on unit owners monthly statement.\*

## Payment Due Date and Failure to Pay Fines

All fines and assessments, plus costs and interest imposed, are due upon receipt of a notice of a violation and must be paid within thirty (30) days from the date of notification. Failure to pay cumulative assessments, plus imposed costs, within the stipulated period will be cause for the Board of Directors, Property Manager or Legal Counsel, to take appropriate action before the appropriate courts to recover the assessments, interest and costs. All collection-related expenses, such as court costs, Property Management fees, legal fees and the like, will be additionally charged to the homeowner.

\*All fees, fines, and adjustments will be identified on unit owners monthly statement.\*

### <u>Fees</u>

- Parking Pass is issued in office upon receipt of completed Resident form and a signed Rules & Regulations acknowledgment form
   The Board encourages owners of rental units to have their tenants return parking pass to avoid a replacement fee of \$10.00.
- Declaration, By-Laws, and Rules & Regulations are available for download at no cost.
   <a href="https://www.fairfieldoakscondominium.com">www.fairfieldoakscondominium.com</a>
   Hard copies of each of these documents are available in the office for \$15.00.
- Mailbox Lock replacement and New Key \$25.00 (This does not include drilling out an old lock. Labor will be charged at a rate of \$20.00 per hour, minimum of one hour)
- Building (Bldg. 18) Exterior key(s) \$10.00
- All homeowners are encouraged to place a key in the office. Lock-Out Charges – After hours courtesy charge \$25.00.
- A one-time transfer fee of \$250.00 is required when a property transfers ownership from the
  seller to the buyer. The fee covers all costs that the HOA will incur when transferring ownership
  records from the seller to the buyer. These are charges associated with preparing and distributing
  documents, updating names in databases, changing security codes and amenities passes, and other
  administrative costs.

Should unit owner be convinced that an error has occurred concerning a violation/fine he or she has received, he/she may address any objection by providing a written appeal to the Property Manager within ten days from the date of violation/fine. At that time, it will be reviewed by the Property Manager and brought to the attention of the Board of Directors.

If you have any questions, please contact the Property Manager or the Unit Owner if you are a tenant.

## Service Requests / Maintenance

All service requests from unit owners must be in writing and turned into the manager's office.

ALL service requests must be approved by the board before any action is taken.

Unit owners may not unilaterally direct an HOA employee to perform any maintenance without the approval of the board.

HOA employees may not act upon any service directive requested by any owner without the approval of the manager.

## Responsibilities of Residents/Owners

As owners or renters of Fairfield Oaks Condominium HOA, we live in a complex where each individually owned unit is connected, either directly or indirectly to other units. Each resident has the responsibility of maintaining his unit according to the Rules and Regulations for the common good of all residents of Fairfield Oaks.

The fifty-plus year-old property requires regular maintenance. Replacing roofs and soffits is an on-going endeavor. Problems with plumbing/drainage may occur. In buildings where the upper and lower units are directly connected, cooperation of all the building's residents is necessary if common drains become clogged. Precautions should be taken to be sure the drains (plumbing and air conditioning) remain open and drain freely to the outside. Any water damage in a unit that is due to a problem in another unit shall be the financial responsibility of the unit at fault. Proper maintenance of the plumbing fixtures, drains, and air conditioners within each unit will preserve the property value of each unit and the total complex

The Board of Directors may from time to time amend these rules and regulations.

Thank you for choosing Fairfield Oaks as your home!

## **Fairfield Oaks Hard Surface Flooring Application**

Na	me:	Unit #:					
Em	nail Address:	Phone #:					
Ple	ease provide each of the following:						
	A full written description of the proposed alteration indicating the location(s) within the Unit where flooring will be installed.						
	A sample of the flooring material(s) and sou	and attenuation underlayment materials proposed to be used.					
	Product acoustical data that demonstrates the completed installation will have an IIC rating of 65 or better if th installation will take place in a second or third floor unit.						
	A certificate of insurance from the company	or individual(s) selected to perform the work.					
	Other:						
the for following all sur excaptions all sur excaptions. Un	garding the installation of Hard Surface Flooric Rules and Regulations. I have given a copy of all subcontractors who may work in my unit. Howed. I agree that any deviation from these is occur, I understand the Homeowners' Association at my expense. I also understand the above standards, the Homeowners' Association face flooring with carpet should the hard surfaces flooring with carpet should the hard surfaces iv part of the condominium by me or my agent out from, the work being done in my unit.  Lit Owner Signature	-					
Co	ntractor Signature	Date:					
Red	ceived by:	Date:					

#### Fairfield Oaks Condominium

## RULES & REGULATIONS ACKNOWLEDGMENT FORM

I have read the Rules and Regulations set forth by the Board of Directors of the Fairfield Owners Homeowners Association and understand that it is my responsibility to familiarize myself with them.

OWNER / TENANT (circle one)

Name: Date:\_\_\_\_\_ Unit\_\_\_\_ Parking Space:\_\_\_\_\_ Make Model License Plate Pet\_\_\_\_\_\_Breed\_\_\_\_\_\_Weight\_\_\_\_\_ Current on vaccinations:\_\_\_\_\_\_Vaccination Form provided \_\_\_\_\_ Pets current shot records must be provided to the office. Tenant/Owner must provide a doctor's approval or recommendation for service animal. Service animal's current certification must be provided to office. Signature\_\_\_\_\_ Print\_\_\_\_\_ Phone: \_\_\_\_\_Email: \_\_\_\_ Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_ Signature\_\_\_\_\_ Print\_\_\_\_ Phone: Email: Emergency Contact: \_\_\_\_\_\_ Phone: \_\_\_\_\_

Revised 1/1/22

## Fairfield Oaks Condominium **OWNER/TENANT INFO**

## OWNER / TENANT (circle one)

Name:						
Address:						
Home Phone:	Cell Phon	e:	Work l	Phone:		
Email:	Mailing	Address:				
Emergency Contact:			Phone:			
Relationship:		Address:				
TENANT INFORMATIO	ON					
Name(s):		Phone:				
Children/Ages:						
Contact Phone:		Email:				
Emergency Contact:			Phone:			
Relationship:		Address:				
PETS:						
Name:	Breed:			Weight:		
Name:	Breed:			Weight:		
Pets current shot records must recommendation for a service a	-		_			
VEHICLE(S): Make:		Model:		Year:		
License plate number:		Vehicle C	olor:			
(Owners/Tenants vehicles MU	UST be registered	l with the office	e and have a pa	arking pass)		
SIGNATURE(s):		DATE:				
Lease Effective Date: Term				2 yrs.+ (circle one)		
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