

**FOUNTAIN  
MANOR  
ASSOCIATION, INC.**

**CONDOMINIUM HOMEOWNERS  
GUIDE**

The Fountain Manor Association is  
professionally managed by  
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Revised January, 2012.

## **WELCOME TO FOUNTAIN MANOR**

We welcome you to our community and hope you will enjoy living here. When you bought a unit in Fountain Manor you agreed to abide by the condominium by-laws and rules and regulations that govern Fountain Manor. Please read them and familiarize yourself with them and keep them accessible for any questions that may arise later. If you leave our community, please pass them on to the homeowner who buys your unit.

Our Board meets once a month. All requests for landscaping and architecture work submitted to those Committees are voted on by the Board at the meeting. No work can begin without Board approval. Any work begun without Board approval may be required to be removed at homeowners' expense so please plan accordingly and allow time for your request to be processed. The Board does make allowances for true emergencies.

Your Board is made up of your fellow homeowners - all volunteers. We strive to make Fountain Manor a wonderful place to live. We hope you will do your part – bring us your concerns, give us your cooperation.

Once again, WELCOME TO FOUNTAIN MANOR.

## Table of Contents

<u>Topic</u>	=	<u>Page</u>
<b>Responsibilities of the Fountain Manor Association, Inc</b>		<b>4</b>
Definition of Terms		4
Phases		4
<b>Responsibilities of the Board of Directors</b>		<b>5</b>
<b>Enforcement of Rules and Regulations</b>		<b>6</b>
<b>Responsibilities of the Condominium Owner</b>		<b>7</b>
Association Dues and Assessments		7
Maintenance Responsibilities		7
Rentals/Leases		8
<b>Responsibilities of the Managing Agent</b>		<b>9</b>
<b>Building and Architectural Control Committee</b>		<b>10</b>
<b>Landscaping and Grounds Committee</b>		<b>11</b>
<b>Budget and Finance Committee</b>		<b>13</b>
<b>Additional Rules and Regulations</b>		<b>14</b>
<b>Swimming Pool Rules and Regulations</b>		<b>17</b>
<b>Clubhouse Rules</b>		<b>18</b>
<b>Exterior Maintenance Requests</b>		<b>19</b>
<b>Assessments and Dues</b>		<b>20</b>
<b>Selling Your Condominium</b>		<b>21</b>

## RESPONSIBILITIES OF FOUNTAIN MANOR ASSOCIATION, INC.

The Fountain Manor Association, Inc. is the corporation that owns the common property and structures of the condominium development. Each condominium Owner is automatically a member of the Association upon purchase of a condominium at Fountain Manor, and has a voice in how the community is operated. The Association has the responsibility for exterior maintenance of the buildings and grounds, including the replacement of roofs, gutters and downspouts; painting; carpet in the foyers; resurfacing of the streets and sidewalks; care and maintenance of the common lawns and shrubbery; the maintenance and care of the Fountain, Swimming Pool, Clubhouse and any other Common Areas and facilities as further described in the Declaration of Condominiums, and pest control and termite services for all units.\*

### Definition of Terms

**CONDOMINIUM UNIT:** Inside the sheetrock on the walls and ceilings and the subflooring. This also includes all exterior doors, window frames, panes, and screens. This is the only area owned by individual Members of the Association. As a Member, you are entirely responsible for all maintenance to these areas.

**LIMITED COMMON AREA:** The patios, porches and decks which are adjacent to the respective condominium units.

**COMMON AREA:** Everything else (all areas not included in the *Condominium Unit* or *Limited Common Area*.) This includes, but is not limited to, the following: Parking Areas, Sidewalks, Driveways, Lawns, etc.

The Association assesses its Owners/members for maintenance, operation and capital reserves for replacement costs. The amount of each assessment is determined by the Board of Directors of the Association upon approval of the annual budget.

### Phases

Fountain Manor Association is subdivided into four *Phases*. Each Phase is allowed to elect 2 representative members of the Board of Directors. (See the section entitled "Responsibilities of the Board of Directors" for more information about the composition and terms of the Board of Directors.) Buildings are assigned by Phase as described below:

**Phase 1** - All of Fountain View Circle and buildings 1, 2, 3, 4, 6, and 8 on Fountain Manor Drive

**Phase 2** - Buildings 5, 7, 9, 10, 11, 12, 15, 17, 19, 21, and 23 on Fountain Manor Drive.

**Phase 3** - Buildings 16, 25, 27, 29, 31, 33, and 35 on Fountain Manor Drive

**Phase 4** - Buildings 18, 20, 22, 24, 37, 39, and 41 on Fountain Manor Drive

\* Termite protection is provided for additions ONLY if the Owner who built the addition had Terminix treat the slab during the construction process.

## RESPONSIBILITIES OF THE BOARD OF DIRECTORS

The Fountain Manor Association, Inc. is guided by a Board of Directors elected by the members of the Association.

Four Directors are elected at each Annual Meeting, for a term of two (2) years. There are eight (8) Directors on the Board. Two directors are elected to represent each of the four Phases (as established by the original construction; for a listing of the units contained in each Phase, see the section entitled *Definitions*.) The Annual Meeting is held each November. Owners may submit nominees for the Board of Directors each October (in advance of the Annual Meeting).

The Board of Directors shall exercise all powers and duties of the Association. Those duties include:

1. To make, levy and collect dues and special assessments against condominium unit Owners.
2. The maintenance, repair, replacement and operation of the common areas and facilities.
3. The reconstruction or improvements after casualty as stated in the *Declaration of Condominium*.
4. To make and amend *Rules and Regulations* governing the use of the property.
5. To contract for the management of the Association and its property, and to designate to such Managing Agent all the powers and duties of the Association, except those which require the approval of the Board of Directors.
6. To enforce by legal means the provisions of the *Articles of Incorporation, Bylaws, Declaration of Condominium, Rules and Regulations, Common Law and Statutes* (the *Governing Documents*) concerning the use of the property. See next page for further information.
7. To pay all taxes and assessments, which are liens against the Association.
8. To carry insurance for the protection of the members and the Association against casualty and liability as stated in the *Declaration of Condominium*. To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the Owners of individual condominium units.

Questions regarding these duties should be directed to the Managing Agent.

An annual Directory is prepared and distributed to residents and members in January. The Directory lists members of the Board of Directors, Committees, Condominium Owners and Residents.

***Homeowners are welcome to speak to the Board with any concerns BUT must contact in advance the President of the Board and be placed on the agenda for the next monthly meeting. No one will be allowed to appear before the Board without doing this. The Board is happy to hear your point of view and your criticism if it is done in a civil tone and with respect. If not, you will be asked to leave the Board meeting and all future communication directed toward the***

*Board would have to be in writing.*

## **Enforcement of Rules and Regulations (and other Governing Documents)**

In conjunction with the Board of Director's responsibility to enforce the rules and regulations of the Fountain Manor Homeowners Association, the following procedure is used:

### **(1) Notice of Violation**

When the Board of Directors receives a written complaint, or otherwise becomes aware of, a potential violation of the *Governing Documents of Fountain Manor Homeowners Association*, a letter describing the potential violation will be sent to the Unit Owner. The Unit Owner will have fourteen (14) days after receipt of the letter to correct the violation. If the Unit Owner has not corrected the violation within fourteen (14) days, the Unit Owner will be informed in writing of a hearing date and location to address the matter.

### **(2) Hearing**

The Board of Directors, or a panel appointed by the Board, will conduct a hearing to determine why the Unit Owner is not in compliance with the Governing Documents. At this time, the Unit Owner will be heard and may present evidence regarding the matter of compliance.

After the Board of Directors, or the panel, as the case may be, gathers all necessary information, it will consider the matter and notify the Unit Owner in writing within five (5) days of the hearing of its final decision regarding compliance or non-compliance.

### **(3) Fines**

Fines will be assessed for non-compliance beginning seven (7) days after the hearing. The fine amounts are as follows:

- \$25 per day for the first 30 days.
- \$100 per day after 30 days

When the fine amount reaches \$500, a lien will be placed on the Unit Owner's property to secure the amounts owed. The Governing Documents grant the power to the Fountain Manor Homeowners Association to foreclose on a Unit Owner's property for any amount owed to the Association.

This policy was adopted pursuant to the North Carolina Condominium Act. It will only affect those Unit Owners who do not fulfill their obligations to our community. The purpose of the policy is to ensure that the property values of all are not negatively affected by the actions of a few

**ADDENDUM TO CONDOMINIUM HOMEOWNERS GUIDE**  
**CONTINUED INFRACTIONS OF RULES**  
**MARCH 2014**  
**(Revised June 2014)**

Our Condominium Homeowners Guide outlines Board policy and actions to be taken when homeowners ignore rules and regulations that cause problems for their fellow homeowners. The initial infraction and response by the Board to it has, at times, led to home owners compliance only to have a second or third infraction take place 6 months or a year later. The Board felt that our current policy and response to infractions of the Rules and Regulations was not sufficient to rectify **ongoing infractions** that might occur months or a year later after a home owner's initial compliance. The Board has set up a new policy in response.

Again, for the Board response to an **initial** infraction, please refer to page 6 (Enforcement of Rules and Regulations (and other Governing Documents)) in your current Condominium Homeowners Guide (revised January 2012).

For the same subsequent infractions that occur after initial compliance the Board policy is set out as follows:

- 1) a warning letter outlining this policy will be sent to the homeowner asking for his/her cooperation in rectifying the problem.
  - 2) a second offense will incur a \$100 fine.
  - 3) a third offense will incur a \$200 fine.
  - 4) a fourth offense will incur a \$400 fine
  - 5) five and further offenses will incur a \$400 fine.
- If an outstanding fine is not paid within 60 days a lien will be placed against the homeowner's unit.
- Notice of Violation may come from the Board directly or as a result of receiving a complaint. Any complaints made to the Board for violation of the Rules and Regulations must be in writing, signed and dated by the complainant and reference specifically the rule/regulation being violated and the time and place of the violation.
- In the event of a leasing arrangement, home owners are held responsible for their tenant's failure to abide by Fountain Manor Rules and Regulations. Tenants, by leasing a unit in Fountain Manor, have agreed to obey and be subject to the Rules and Regulations and Governing Documents of Fountain Manor Association, Inc.

## RESPONSIBILITIES OF THE CONDOMINIUM OWNER

Each condominium Owner is a member the homeowners organization named **Fountain Manor Association, Inc.** As a member, each Owner has agreed to abide by the *Articles of Incorporation, By-laws and Declaration of Condominium* and *Rules and Regulations*, and all other *Governing Documents* concerning the Association.

### Association Dues and Assessments

Each member is responsible for payment of his/her monthly dues and special assessments (if applicable). The dues amount is generally established for a period of one year, in conjunction with the annual operating budget. The monthly dues amount is set at the beginning of the calendar year. Special assessments may be levied at any time, at the discretion of the Board of Directors.

Payments should be made to Fountain Manor Association, Inc. in care of the Managing Agent, or as otherwise directed.

Monthly dues are to be paid on the first of each month. Any dues not received within thirty (30) days of the due date, are considered in default. Fountain Manor Association is granted a lien on any unit in which the Owner is in default. Provisions for foreclosure are also available to the Board of Directors, in the event such measures are necessary.

The condominium owner, upon sale of his/her unit, is required to notify the Managing Agent of the buyer's name and date of closing in order that the responsibility for assessments can be recorded correctly.

For more information, see the section titled "Dues and Assessments."

### Maintenance Responsibilities

Each condominium Owner is responsible for the interior maintenance of his condominium unit. The condominium Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, natural gas, telephone, cable television, sewage and sanitary service to his condominium unit. Each condominium Owner shall further be responsible and liable for maintenance, repair and replacement of any and all interior walls, ceilings, floor surfaces, painting, decorating, furnishings and all other accessories in his unit.

All exterior doors, window frames, panes and screens are a part of the condominium unit and shall be maintained by the respective unit Owner. All exterior painting of these items will be the responsibility of the Association. See the *Declaration of Condominium* for a full description of a Condominium unit and more details of the unit Owner's responsibilities for maintenance of their unit.

Members should be aware that they are responsible for the upkeep of additions to the original construction. This includes any repairs and re-roofing to the additions.

All Maintenance Responsibilities that are listed here are still the responsibility of the Unit Owner (even if the unit is vacant) as long as he retains ownership of the Unit. It will be the Unit Owner's responsibility to provide a current contact name, address, and phone number to the Property Manager if it changes from that listed in that current year's Fountain Manor Association, Inc., directory. Failure to provide this information to the Property Manager when the Unit Owner vacates his home in Fountain Manor will be considered a violation of Fountain Manor Association's Rules and Regulations and the Unit Owner can and will be subject to the Enforcement of Rules and Regulations by the Board as listed if this is deemed necessary by the Board.

#### **Rentals/Leases**

Regulations governing rental of units by condominium owners are included in the Fountain Manor Declaration of Condominium. In particular, any rental must have a written lease of one year or longer and the lease must be approved by the managing agent before the lease is signed.

## RESPONSIBILITIES OF THE MANAGING AGENT

The duties and responsibilities of the Managing Agent are:

1. Collection of and accounting for dues and special assessments.
2. Expenditure of funds for the maintenance and operation of the Condominium Association.
3. Submission of monthly statements of receipts and disbursements to the Board of Directors.
4. Cause the common elements and grounds to be maintained in accordance with the approved budget and guidelines established by the Board of Directors.
5. Employ, pay, supervise and discharge personnel necessary to maintain and operate the common elements.
6. Negotiate and execute contracts for services necessary for the proper operation of the Association.
7. Purchase equipment, tools, appliances, materials and supplies necessary for the proper operation and maintenance of the Association.
8. Maintain proper records of all insurance coverage carried by the Association
9. Maintain proper records of work performed on common elements requiring scheduled maintenance (e.g. roofing, painting etc.).
10. Operate within the approved budget, except by direct authorization of the Board of Directors. (Seek explicit Board of Directors approval for any non-recurring expense exceeding \$1,000.)
11. Insure that all goods and services purchased and contracted for on behalf of the Association are of good quality and as represented at the time of approval by the Board of Directors, and maintain proper records of any applicable warranties and guarantees associated with any goods and services contracted.
12. Administration of the recreational facilities under the guidelines established by the Board of Directors.
13. Serve as an advisory member on committees designated by the Association's President.
14. Enforcement of the Rules and Regulations established by the Board of Directors.
15. Respond to Homeowners inquiries, requests for maintenance and rules/regulations issues in a prompt and professional manner. To maintain a log of Homeowner contact and issue resolution.
16. Represent the Association by dealing with any other matters established under written contracts between Fountain Manor Association, Inc. and the Managing Agent.

The Managing Agent (and the Homeowners Association) has no authority or responsibility for maintenance or repairs to the *interior* of any unit.

## **BUILDING AND ARCHITECTURAL CONTROL**

The Building and Architectural Control Committee is responsible for preserving the architectural integrity of the original exterior design. Specific responsibilities include:

1. To review and monitor the buildings in Fountain Manor to ensure that they are adequately maintained. This includes a review of work in process (such as paint and roof replacement) and the periodic inspection of all buildings.
2. To review and approve homeowner submitted "Request for changes for Architectural" forms.
3. To work with Members who want to make any type of change to the exterior of their unit, to develop a request that is in accordance with the existing structure, adjacent units, and guidelines of the Association.
4. To recommend changes to procedures and guidelines for Board of Directors approval.

### **Procedures For Exterior Changes**

1. The following procedure must be used for any exterior changes. This includes changes in the Common Area and Limited Common Area. The types of changes include, but are not limited to, porches, porch covers, stoops, door, windows, screens, storm windows, storm doors, patio walls, patio extensions, patio paving materials, and/or fences.
2. The Member must complete the "Request for Changes Architectural" form and submit it to the Architectural Control Committee. (Copies of this form may be obtained from the Managing Agent.) It is recommended that the Member consult with the Architectural Control Committee to develop a plan that will be acceptable. (Drawings, photographs, and/or sketches are required.)
3. The Architectural Control Committee will review the request and make a determination about whether the change should be allowed. The Committee will then pass along the request to the Board of Directors, along with the recommendation, for final approval.
4. The Board of Directors will issue final approval, and advise the Member of their decision.
5. If a building permit is required, it is the responsibility of the Member to secure such permit.
6. The Architectural Control Committee and the Board of Directors will act as quickly as possible on each "Request for Change Architectural", however this process may take up to 30 days and Members should plan for this.
7. Homeowners are advised that they are responsible for maintenance of any work they have done and must let any future buyer know that it is their responsibility to maintain it.

## LANDSCAPING AND GROUNDS

The Landscaping and Grounds Committee is responsible for maintaining the integrity of trees, shrubs, and other plantings at Fountain Manor. Specific responsibilities include the following:

1. Reviewing and monitoring the landscaping and grounds and providing for attractive horticultural plantings including the care and maintenance of the common lawns through contracts with appropriate service providers.
2. Offering a list of acceptable plants, flowers, and shrubs to homeowners who want to re-landscape.
3. Reviewing homeowners submitted “Request for Changes for Landscaping” forms. The committee will review plant choices and determine plants’ environmental needs and to ensure the new material will complement existing plants.
4. **Ensuring that all requests submitted to the Landscape Committee are approved by the Board of Directors and notifying the homeowner that the process for approval of their request can take up to 30 days and they must plan for this. Notifying the homeowner of the Board of Director’s decision on their request.**

### Limited Common Ground

This includes patios, porches, and decks which are attached to individual units.

#### Limited Common Ground Rules And Regulations

1. Residents are responsible for all plantings within the patio areas. Plantings must not invade or extend beyond the borders of these areas and are not allowed to encroach on gutters, downspouts, roofs, windows or doors.
2. Dead plants must be removed immediately from porches, patios, stoops, and balconies.

### Common Ground

The land in the common area is the collective property of Fountain Manor Homeowners Association and is not owned by the individual homeowner or any other person individually.

#### Common Ground Rules And Regulations

1. **No landscaping additions or modifications by residents are allowed in the common area in the front or sides of any unit without first submitting required form to Landscape Committee and also obtaining Board of Directors approval.**
2. Plantings by residents are allowed in the common area behind the buildings under the following circumstances:
  - area is adjacent to rear of the unit and abutting patios and/or walls.
  - the “Request for Changes to Landscape” form **must** be submitted to the

Landscape Committee and then approved by the Board of Directors. This form will ask for a description and sketch of the area, a list of plant materials, a maintenance and watering plan, and a time line to complete the work.

3. Planting along the fence or perimeter of Fountain Manor property is permitted only for privacy and must be evergreen plant materials. All planting requests must be submitted to the Landscape Committee and then approved by the Board of Directors before work can begin.
4. Decorative items and materials including, but not limited to, statues, bird baths, bird houses, wind chimes, and decorative flags may not be placed in front of or on the side of any unit without a request being submitted to the Landscape Committee and then approval by the Board of Directors.
5. An American flag may be displayed ONLY if proper flag etiquette is observed.
6. No ivy or vines are allowed to grow on any part of any unit.
7. Benches may be placed in the common area with the approval of both Landscape Committee and Board of Directors after submitting a written request.
8. No ground covers are allowed in front or on sides of units or on common ground without the approval of the Landscape Committee and the Board of Directors.
9. Residents in townhome style units may plant flowering annuals or perennials in a **four foot area** on both sides of their front stoops after receiving approval. The resident is responsible for its care and maintenance and removal when it dies.
10. Residents in multi-unit buildings may plant a **four foot area** of flowering annuals and perennials on both sides of their front entrance. Again they are responsible for its care and maintenance and removal when it dies. **{REMINER: ANY REQUESTS AT A MULTI-UNIT FLAT BUILDING FOR WORK THAT AFFECTS ALL RESIDENTS MUST HAVE THE SIGNATURE OF ALL RESIDENTS ON THE REQUEST BEFORE IT IS SUBMITTED TO THE APPROPRIATE COMMITTEE FOR CONSIDERATION. NOT ALL RESIDENTS HAVE TO AGREE TO THE REQUEST BUT THEY MUST SIGN IN THEIR OBJECTION ON THE REQUEST FORM BEFORE IT CAN BE SUBMITTED. ANY WORK REQUEST FORM FROM A MULTI-UNIT FLAT BUILDING WILL NOT BE CONSIDERED BY THE APPROPRIATE COMMITTEE WITHOUT ALL HOMEOWNERS SIGNATURES.}**
11. Container plantings in front of units must be approved. The Landscape Committee and the Board of Directors prefer all containers be on porches or steps but are willing to consider other locations as needed.

The foregoing Rules and Regulations are subject to amendment and to Promulgation of further regulations.

The Landscape Committee and the Board of Directors are willing to work with homeowners to allow more individual expression while still trying to maintain continuity and consistency. However, the requirement to submit a written request to the Landscape Committee and await both Committee and Board of Directors' approval on a request before ANY WORK CAN BEGIN

are MANDATORY – NO EXCEPTIONS! Remember the process can take up to 30 days from the time the request is submitted to the Landscape Committee so please plan accordingly.

## **RESPONSIBILITIES OF THE BUDGET AND FINANCE COMMITTEE**

The primary function of the Budget and Finance Committee is the preparation of the annual budget and review of the financial operating results throughout the year.

The Budget and Finance Committee reviews recommendations from all committee chairmen and the Managing Agent in preparation of the annual budget. Upon the final draft of the budget, it is then submitted to the Board for approval. Upon approval by the Board, the assessment (monthly dues) are established and notification is sent to each homeowner. The annual budget is explained at the Association's Annual Meeting (each November).

The Budget and Finance Committee also reviews the operating results from the financial reports submitted by the Managing Agent. The committee also insures that the reserve funds are earning interest at the maximum rate obtainable within guidelines established by the Board of Directors.

## ADDITIONAL RULES AND REGULATIONS

1. Any common sidewalk, driveway, entrance, or passageway shall not be obstructed or used by any unit Owner for any other purpose than ingress to and egress from the units.
2. No article shall be placed on or in any of the general common areas except for those articles of personal property which have been approved by the Board of Directors.
3. No vehicle belonging to or under control of a unit Owner or a member of the family or a guest, tenant, lessee or employee of a unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building or access to any dumpster.
4. While there are no designated or assigned parking spaces, all parking spaces in front of each condominium building are **principally** for the use of the condominium occupants.
5. Vehicles should be parked **perpendicular** to the curbs, at buildings where there is enough space for this type of parking. Vehicles should be parked **parallel** to the curb along streets and traffic islands. No vehicle should ever be parked in a manner that impedes or blocks safe and easy access in and out of the parking area.
6. No Owner, resident, or lessee shall install wiring for electrical, cable, telephone, or any other purpose. Television/radio antennae, air conditioning units, and satellite dishes are prohibited, except as may be expressly authorized by the Board of Directors.
7. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud disturbing, or objectionable noises such as but not limited to: using, playing, or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb Owners, tenants, or occupants of other units.
8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by other use of common trash and garbage facilities.
9. No rugs or other materials shall be dusted from upstairs windows or balconies by beating or shaking. Kitty litter boxes shall not be emptied or cleaned on upstairs balconies. No clothing, towels, or similar items shall be placed or draped from windows, decks or patios.
10. In order to maintain the appearance of Fountain Manor no items may be stored in hallways, stairwells, balconies, porches, decks or patios. In addition fire laws prohibit storage of items in hallways and stairwells.
11. All ladders, tools, compost, and dirt shall be suitably contained in a place that is not visible

from the Common Area.

12. Any damage to the general common areas or common personal property caused by a unit Owner, employee, family member, guest, or tenant of a unit Owner shall be repaired at the expense of that unit Owner.
13. No Owner or tenant shall display any signs (political or otherwise) visible from the exterior of any unit. Real Estate/For Sale/For Rent signs are permitted and limited to one per unit.
14. No boats, trailers or commercial vehicles may be parked on the property. Covered vehicles must have current license plate visible. A limited number of spaces are available for rent in the boat lot through the Managing Agent
15. The following rules apply to animals:
  - Members and Residents with domestic animals must abide by the sanitary regulations of Guilford County.
  - Dogs are NOT permitted to run loose on Association property.
  - Owners are responsible for all damage to persons or property done by their pets.
  - Owners are responsible for cleaning up after their pet(s) (i.e. removal of waste left on Common Property and/or Limited Common Property.)
  - No food or water shall be made available to animals (domestic or otherwise) on Limited Common or Common Property. This includes, but is not limited to, porches and patios.
16. Owners shall be responsible for the removal from Fountain Manor property of all renovation debris and old appliances. These should not be placed in or around the dumpsters. (These items may be placed, subject to the Owner calling the City first, around the cul-de-sac outside the rear gate.) Appliances and debris include, but are not limited to: washer/dryers, refrigerators, furnaces, air conditioners, stoves, dishwashers, carpet, mattresses, discarded furnishings, hot water heaters, all other appliances, and cabinets. Homeowners are responsible for all vendors and subcontractors that they employ.
17. NO ARTICLES SHOULD BE PLACED INSIDE DUMPSTER ENCLOSURES. Yard waste must be placed in plastic bag(s) and placed on the curb (along street).
18. The Homeowner is responsible and liable for damages to other units, resulting from failure to maintain an appropriate temperature (heat and air conditioning), even if the Owner's unit is unoccupied.
19. Children and pets are not permitted in the fountain.
20. Residents and Members are not permitted to make requests of subcontractors that have

been engaged by the Association. Special requests for subcontractors (mowing, painting, roofing, etc.) should be directed to the Managing Agent, who has the responsibility of supervising subcontractors.

21. The Boat Yard (located at the back gate) is limited to boats and cars. Other types of vehicles may be allowed, depending on size of the vehicle and availability of space in the Boat Yard. (Contact Managing Agent for more information.)
22. The parking spaces in front of condominium buildings are **principally** for the use of the personal vehicles of occupants. To maintain a residential character and to conserve parking space the following are prohibited:
  - Any vehicle displaying writing or decoration of a commercial nature.
  - Vehicles with more than four wheels.
  - Vehicles longer than 225 inches.
  - Vehicles wider than 85 inches.
  - Vehicles taller than 85 inches.

This rule shall not apply to vehicles owned by residents and regularly parked in Fountain Manor prior to June 1, 2009.

23. Solicitation of all types is prohibited, both by residents and outsiders. Prohibited activities include door-to-door and telephone solicitation to buy products and services, proselytizing for religious organizations, and requests for financial contributions (for both non-profit and for-profit organizations).

24. Holiday decorations: Wreaths and other like sized decorations may be used on the front/back doors or in the porch area of a unit. Evergreen swags are appropriate for use around doors and on porches. Lights may be used as an accent on bushes and shrubs in the immediate area around the entrance of a unit. No decorations or other lights may be placed in common space or on the exterior of any building (other than what has been described in the preceding guidelines.)

The foregoing Rules and Regulations are subject to amendment and to promulgation of further regulations.

## **FOUNTAIN MANOR SWIMMING POOL RULES AND REGULATIONS**

The following Rules and Regulations are for the residents of Fountain Manor to assure safe and sanitary operation of your pool.

The pool operates without a lifeguard. **SWIM AT YOUR OWN RISK!**

### **Access To Pool**

- Residents use their gate card to enter the pool area. For entry, cards are scanned on the wall to the upper left of the gate that is on the right side of the clubhouse.
- Residents must register in the sign-in book at the gate entrance. The Managing Agent will make periodic checks of sign-in sheets.
- A resident must accompany all in-town guests. Please limit your in-town guests to four at a time.
- Children under 12 **MUST BE** accompanied by an adult.
- All food items are restricted to the veranda area.
- The swimming pool cannot be reserved for private parties.

### **Pool Hours**

- Sunday – Saturday 8:00 AM - 8:00 PM. Early morning swimmers are asked to be considerate of near- by residents.
- The Pool may be closed for operational problems without notice.

### **The Following Are Prohibited At All Times:**

- Diapered children without “swim diapers” are not allowed in the pool.
- Running, horseplay and unsafe conduct.
- Bikes, skates and similar equipment.
- Radios and boom boxes, unless used with earphones.
- Loud and disruptive behavior.
- Persons with an infectious disease.
- Access to any areas of Clubhouse other than bathrooms.
- Suntan lotion containing oil or grease (oil clogs pool filters).
- Cut-off jeans.
- Glass containers.
- Alcoholic beverages.
- Diving.
- Pets.

Residents or guests are responsible for damage to pool property. We ALL share in Ownership of the pool. Please help keep it clean and attractive by using available trash cans and ashtrays.

Rule violations should be reported to the Managing Agent.

## **CLUBHOUSE RULES AND REGULATIONS**

To reserve the clubhouse, call the Managing Agent for the necessary booking form to be sent to you. The booking fee for the clubhouse is \$50.00 and a refundable deposit of \$100 is required. The clubhouse may only be booked with at least 48 hours notice to the Managing Agent.

The Clubhouse may be used for the following:

- Business meetings of the Association, including meetings of members, the Board of Directors and various committees serving the Association
- Social events of unit residents and their guests.

The Clubhouse may NOT be used for the following:

- Commercial meetings
- Political meetings

Events must be attended by the resident. Events must be concluded and the clubhouse vacated by 11:00 P.M.

The resident is responsible for the care, condition and cleanup of the clubhouse, furnishings and adjacent grounds.

Cleanup will be completed by 10:00 am. the following day. Cleanup must include complete vacuuming of the carpet, cleaning of the glass tops of furniture and the kitchen. Refrigerator, counter tops, cabinets, etc. are to be cleaned. The stove, refrigerator, and sink must be emptied and cleaned. Furniture must be returned to its original position. Grounds must be free of debris and equipment. All garbage must be removed.

The clubhouse and the pool area are two separate entities and approval of the clubhouse does not include use of the pool or pool area. If residents wish to use the pool or pool area, special arrangements must be made in advance with the Managing Agent's office (special form required).

No alcoholic beverages are permitted anywhere on the pool deck area.

No glass or glass containers may be taken into the pool deck area.

Rule violations should be reported to the Managing Agent.

## **EXTERIOR MAINTENANCE REQUESTS**

All requests for exterior maintenance to the Association property should be submitted, in writing, to the Managing Agent. In case of emergency, please call the number on the front of this book at any time.

The Managing Agent will make repairs if the request is within the guidelines of the budget and is Association property. The Managing Agent has no responsibility to repair items within the condominium Owner's unit.

All Capital improvement repairs or replacements are scheduled based upon the expected physical life of the Capital Item, and replacement occurs according to a Capital Budget. (Capital Items include painting, roof replacement, street/parking lot resurfacing, etc.) The Capital Budget is updated annually, along with the Operating Budget.

## ASSESSMENTS AND DUES

Fountain Manor Association (FMA) is given the authority to administer the operation and management of the Condominium and the Recreation Facilities, it being recognized that the delegation of such duties to a Managing Agent is in the best interest of the Owners of Condominium Units in all phases of Fountain Manor Condominium. To properly administer the operation and management of the Condominium and the Recreation Facilities, FMA will incur, for the mutual benefit of all the Owners of Condominium Units, certain costs and expenses. To provide the funds necessary for such proper operation and management, FMA has been and is hereby granted the right to make, levy and collect two types of Assessments against the Owners of all Condominium Units: Regular Assessments (Dues) and Special Assessments. The Regular Assessment (Dues) is divided into three parts:

- For the administration, operation and maintenance of the Association, known as “Maintenance Assessment.”
- For the maintenance, management and operation of the recreational facilities, known as "Recreational Assessment,”
- For the capital improvements and future long-term capital replacement provision, known as “Capital Assessment.”

These Assessments are combined into one sum and they are due and payable on the first of every month.

The payments of these Assessments are commonly referred to as “Monthly Dues.” Special assessments may be passed by FMA to deal with needs not covered under the regular Assessments.

The payment of any dues/assessment or installment thereof due to FMA shall be in default if such dues/assessment, or any installment thereof, is not paid to FMA within thirty (30) days of the due date for such payment. All monies owing to Fountain Manor Association shall be due and payable at the office of the Managing Agent, or as otherwise designated.

The Owner or Owners of each Condominium Unit shall be personally liable, jointly and severally, for the payment of all dues/assessments. In the event that any Owner or Owners are in default of payment of any assessment, or installment thereof, and interest thereon, including a reasonable attorney's fee, liens can be placed upon the property.

In any voluntary conveyance of a Condominium Unit, the Buyer shall be jointly and severally liable with Seller for all unpaid assessments at the time of the conveyance.

## **SELLING YOUR CONDOMINIUM**

The seller should make available for inspection by prospective buyers, the following documents:

- Condominium Homeowners Guide
- Declaration of Condominium and By-laws of the Association.

When the condominium is sold, the seller should convey these documents to the buyer.

It is the seller's responsibility to advise their real estate agent (Listing Agent) of these details.

When a decision is made to sell your condominium, advise the Managing Agent, the name of the buyer and the closing date.

The seller is responsible for all dues/assessments and any miscellaneous charges prior to a closing date, whether or not the seller lives in the property for sale.

The seller must convey to the buyer all cards and remote controls for the back gate.