

FOUNTAIN COURT HOMEOWNERS ASSOCIATION RULES & REGULATIONS

PREFACE

Condominium & Townhome living requires the full cooperation of all Residents. It is important that all Owners/Residents familiarize themselves with the Rules and Regulations in order to ensure that all Residents of Fountain Court enjoy the quality of life to which they are entitled.

The Board of Directors of Fountain Court Homeowners Association (FHOA) and Fountain Court Condominium Owners Association (FCON), pursuant to the authority granted to it in the Declaration of Ownership ("Declaration") and the By-Laws, has established the following Rules & Regulations, which are, in part taken directly from the Declaration and By-Laws. The success of a townhome and condominium project is founded on the basic principles of common decency, respect, and consideration for the basic rights of our neighbors. This Rules & Regulations Manual will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules & Regulations and the authority for their enforcement are contained in the Declaration and the By-Laws that are provided to every Homeowner. This Rules & Regulations Manual is intended as a supplement to and not a replacement for, the Declaration and/or By-Laws. All provisions of the Declaration and By-Laws remain in full force and effect (unless super ceded by law), and must be adhered to by all Owners and tenants. It is the responsibility of Owners to make their tenants aware of the provisions and restrictions of the Declaration, By-Laws and Rules & Regulations (collectively, the "Governing Documents"). However, it is the Owner, as a member of the Fountain Court Association, who remains responsible for the conduct of his or her tenants and their guests.

The Board of Directors establishes and enforces the rules established for the Fountain Court Association, manages the financial affairs of the Fountain Court Association and oversees the operation and maintenance of the Fountain Court Association facilities. In each of these areas the Board of Directors is assisted by a professional management company and various Board-approved committees.

The management company is **Bluestone and Hockley Real Estate Services**, 9320 SW Barbur Blvd. Suite 300 Portland, Oregon 97219. You can contact us at 503-222-3800 or via fax at 503-222-6459. Our offices on Barbur Blvd. are open Monday-Friday 8am-5pm.

RULES & REGULATIONS

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FOUNTAIN COURT ASSOCIATION RULES & REGULATIONS

The Fountain Court Association Rules & Regulations establish a set of rules, which are to be enforced by the Board of Directors and the Management Company.

OBJECTIVE

The main objectives of the Fountain Court Association Rules & Regulations are to:

Establish minimum rules and regulations to promote each Homeowner's enjoyment and use of the Fountain Court Common Property and Association Maintenance Areas, and to assist in maintaining uniformity in appearance and use.

Establish a uniform process for enforcement of the Rules & Regulations.

Clarify to Homeowners the Schedule of Fines for violations of the Rules & Regulations.

2. DEFINITIONS OF TERMS USED HEREIN

Declarations refer to the Master Declaration of Covenants, Conditions & Restrictions (CC&Rs) and Supplemental.

Common Property shall mean and refer to the Common Area and Association Property as defined in the Declaration.

Fountain Court Community, Condominium or Townhome Unit ("Unit"), Board, Exclusive Use Common Area, Common Area,

Common Property and Association

Property shall each carry the same definition as set forth in the Declaration.

Residence refers to any Condominium or Townhome Unit.

Resident refers to any Owner, tenant, etc., who lives within any Residence.

FHOA & FCON refers to the Fountain Court Homeowners Association & the Fountain Court Condominium Owners Association, otherwise collectively known as the "Association."

Management Company or Managing Agent refers to Bluestone and Hockley Real Estate Services.

3. ANTENNA & SATELLITE DISH POLICY

Satellite dishes with a surface diameter of twenty four (24) inches or less may only be placed on the exterior or Limited Common Elements so long as visibility from the street is minimized and screened from neighboring property. Attaching any equipment directly to the exterior

siding of the buildings will not be approved. Satellite dishes/Antennae may not be attached to a residential structure where damage to any Unit may result (i.e. Common Wall area, roof or railing).

Attachment can only be to the wood trim or fascia board and only in a location approved, **prior to installation**, by the Board of Directors.

4. ASSESSMENT PAYMENT & COLLECTIONS

Collection Policy /Delinquent Assessment

Assessments are due ON the first of each month. Any assessment not received by the 10th of the month will incur a late charge of 10% of the monthly dues amount and the outstanding balance will accrue interest at the rate of 12% per annum. If payment is not received by the 10th of the month, a letter will be sent to the homeowner notifying them that their account has become delinquent. If an account becomes 45 days delinquent the Association will send a notice of intent to file a lien against the property. The notice shall deem and payment and notify the Owner that if payment is not received within 7 days, the Association will file a lien. If payment is not then received, the Association may initiate foreclosure of the lien. If payment is not received, the lien will be placed against the property and notice will be given to the homeowner and the mortgage holder upon placing the lien of the default in assessments. If the account is not brought current within fifteen (15) days from the date the lien was placed, the Association may foreclose the lien or pursue any other means of collection authorized by the Declaration, State or Federal Law, including money judgment, wage garnishment, asset attachment, etc. All costs incurred by the Association in connection with collecting the debt, will be assessed to the homeowner.

Coupon Books

Coupon Books are sent out to an Owner on a request basis only. Owners who buy mid-year are sent a Welcome Packet by the management company, and must request a coupon book in writing via email to Property Manager. There is a cost of \$10.00 for providing replacement coupon books.

5. ASSOCIATION GOVERNING DOCUMENTS

Fountain Court Website

All Homeowners can obtain copies of the Governing Documents, financial information, minutes of Board Meetings, or any other pertinent information through the Fountain Court website. The Fountain Court Website Address is www.fountaincourthoa.com

Printed Documents

If an Owner requests printed copies of these documents be provided, there is a charge for this asset by the Management Company. All Homeowners receive initial copies of the Governing Documents through their title company at close of escrow.

6. ENFORCEMENT OF RULES AND REGULATIONS

Enforcement of Rules

(1) The Board of Directors, FHOA & FCON Board Members and Residents has the right to report any violation of the rules and regulations defined in the Declaration, By-Laws or Rules & Regulations of the Association. In addition, The Board of Directors has the right, after Notice, to assess Compliance Assessments (“Fines”), penalties or take other action against violators in order to protect the rights, safety and property of the FHOA & FCON members and Residents.

(2) In addition to any other means of enforcement provided in the Declaration or other governing documents, the Board of Directors has the right, after Notice, to suspend the voting or Common Property usage rights of an Owner / Resident and/or to impose a fine. The procedures for utilizing such enforcement techniques are listed below:

Reporting Rules Violations

Any person wishing to report a rules violation must provide the report of violation in writing to Bluestone and Hockley. Please include date, time, description of issue, address and any other documentation (this includes photos). This can be submitted by mail, facsimile, hand delivery or e-mail through the Association’s website. Once received, the Managing Agent will take action as defined below. Verbal reports cannot be acted upon.

NOTE: All written reports of a violation will be held in confidence to the extent permitted by law.

Inspections

To ensure uniform and timely enforcement of the Rules and Regulations, the Managing Agent or Board members will conduct periodic inspections of the Fountain Court Community. An Owner found to be in non-compliance of the community adopted Rules and Regulations will be subject to notification to correct and, if non-compliance continues, possible fines.

First Notice/Request for Hearing

When a possible violation is noted, the responsible Owner will be notified in writing of the violation. In this notice the Managing Agent will identify the violation and ask the owner to correct the violation within 15 days. However, a shorter time may be specified because of safety concerns, or if required by the Declaration or By-Laws of the Association.

The homeowner is also given 10 days from the date of this letter to request a hearing with the Board of Directors. The purpose of a hearing is to provide an opportunity for the Owner to discuss the alleged violation with the Board of Directors.

When an Owner does not agree that a violation exists, the Board hearing provides the Owner the opportunity to present the relevant facts in support of that position. If the Homeowner does not request a hearing, it is assumed that the Owner agrees there is a violation.

Notice of Fine /Schedule of Fines

If it is observed that the violation has not been corrected by the deadline in the first notice and the Homeowner has not requested a hearing with the Board of Directors, a fine notice will be sent to the Homeowner notifying them that a fine of \$75.00 has been imposed.

Should the violation remain for another period of 15 days (violation would then not be remedied for 30 days), a second fine of \$100.00 will be imposed on the homeowner's account. A \$250.00 fine will continue to be assessed every 15 days until the violation is corrected. If the Owner shall remain in violation and continuous fines are imposed, the Board at their discretion may turn the account over to the Association's attorney to gain compliance with the Governing Documents. All fees, charges, and costs incurred by the Association in relation to gaining compliance, will be charged back to the Owner in violation.

Violations are progressive meaning that only one warning will be given per cited violation type within a one-year period.

Parking Violations

Violations of any parking Rules & Regulations may result in the vehicle being towed at the vehicle owner's expense without prior notice of any kind to the vehicle owner. The towing company will document all vehicles that are towed. The HOA, Board Members, and Bluestone and Hockley WILL NOT be responsible for refunding any of the fees charged by the towing company.

The Association may impose fines in addition to any fees levied by the towing company.

Other Enforcement

Following imposition of fines, the Board of Directors may also elect to suspend the right of an Owner/Resident to vote at meetings of the Fountain Court Association for 30 days, or in the case of a continuing violation, including without limitation, the nonpayment of assessments which have become delinquent, such suspension may be imposed so long as the violation continues.

In addition to the imposition of fines, the Board may take any other legal action it deems necessary to enforce the Rules & Regulations of the Fountain Court Association.

Damage to Common Property is prohibited. In accordance with these Rules, any Common Property damage caused by an Owner, or such Owner's family, guests, invitees, tenants, lessees or pets shall be charged back to the Owner. Owners may not place flower bed signs, decorations, garden statues, etc. in the common area landscaping. This includes the bark-dusted areas at the entryways of all units.

Bicycles, tricycles, skateboards and other wheeled vehicles and toys are prohibited from being used or left on lawns and landscaping. Pedestrians always have the right of way on walkways. Walkways shall not be used for storage of these items.

7. General Property Rules

No Owner has the right to alter, paint, decorate, remodel, landscape or adorn any part of the Common Property without the written consent of the Board of Directors.

If a hose, bucket or similar items are used, they must be returned to the inside of your garage and out of sight when not in use.

Hanging, drying or airing of clothes, towels, rugs, etc., in windows or outside is prohibited. No exterior clotheslines are permitted anywhere in the Fountain Court Community.

Any "For Sale" or "For Rent" signs must be placed in a window WITHIN the Unit and must be of customary and reasonable size not to exceed 24"x 36" and of a professional quality. No signs are allowed in the common areas.

No exterior radio, transmitter tower or other type of antenna may be constructed, installed or maintained within the Fountain Court Community.

No aluminum foil, paint, newspaper or similar covering shall be applied to the windows or doors of any residence or garage. Resident can change the existing window blinds without submitting a Request for Exterior Modification if the outside appearance of window coverings is white or a neutral color. If resident would like to install window coverings that are not a neutral color, a Request for Exterior Modification must be submitted to the Board of Directors for approval prior to installation.

No decals, stained glass or other ornamentation maybe placed on any window of any unit or garage for exterior viewing, with the exception of holiday decorations which must be timely removed after the holiday, as stated further in these rules. Owners may place security decal and required alarm perm it within window so long as it does not exceed a 3"x 5"size.

With prior written approval from the Board of Directors, window tinting may be used on the Unit windows. No mirroring effect from the outside view will be approved.

The mail boxes may not be used as bulletin boards with the exception of Fountain Court Association Board announcements. Anything else posted on the mail boxes will be immediately removed and, any damage will be charged back to the Homeowner.

Feeding or harassing of wildlife anywhere in the Fountain Court Community is prohibited.

Dated of [November 4, 2020](#). Until further notice, birdfeeders with any type of seed are not allowed due to an increase rodent activity in the neighborhood. Hummingbird feeder will still be allowed. Feeding wildlife including squirrels on the property continues to be a violation of the rules.

8. HARASSMENT

Residents are prohibited from verbally or physically harassing, annoying or threatening FHOA /FCON employees, vendors or volunteers. Complaints regarding FHOA employees or vendors should be presented in writing to the Association's Board of Directors, in care of Bluestone & Hockley Real Estate Services. The FHOA/FCON has a zero tolerance policy for verbal or physical abuse. Any and all threats will be taken seriously and will be handled by all legal means available to the Association.

9. HAZARDOUS ACTIVITIES

No firearms shall be discharged within the Fountain Court Community.

No charcoal grills, Traeger, smokers or wood burning fire pits are allowed to be used on the decks, patios, or common areas. Propane and electric grills are allowed to be used on the back decks only with supervision. Propane and electric grills need to be kept away from the building siding and deck railing while in use and only used for cooking purposes.

Any activity or condition which endangers the health or safety of others is prohibited.

Nothing shall be done or kept in any Unit or on the Common Property, which will increase the Association's rate of insurance or cause it to be canceled.

10. HOLIDAY DECORATIONS

Except for Winter Holiday decorations, holiday decorations may be displayed 4 weeks before a holiday and must be removed within 2 weeks after the holiday. Such holiday decorations must be contained to the Resident's exclusive use property and may not extend into the common area flower beds and trees. Any damage caused to the common area or the exclusive use limited common area will be charged back to the Homeowner. Decorations can never be attached to the siding or roof of any building.

Winter Holiday Decorations

Winter Holiday decorations are permitted from November 1st until January 15th and must be removed by January 16th. All Winter Holiday lighting and decorations must be contained to the condominium exclusive use property (patio, balcony, porch, fascia boards, etc. of the Unit) and may not extend to the flower beds, plants, trees, sidewalks, grass, etc.

Lighting must be unlisted and approved, and must be turned off by midnight each night.

Wreaths may be displayed on the front door by use of an over-the-door hanger or similar non-permanent hanger ONLY. Wreaths may not be attached to the door in any manner.

The Homeowner is responsible for any and all damage caused by the Resident's display of Holiday decorations. Should repairs be necessary to the door or other common area property due to the use of holiday decorations, the repairs will be made by the Association in accordance with the Declaration and Association By-Laws, and will be charged back to the Homeowner.

11. HOME BUSINESSES

Except as may be permitted under Oregon law, Residents may not conduct any trade or operate any business within the Fountain Court community beyond the operation of a home-office which shall be restricted as follows:

There may be no external evidence of such activity.

Such activities must be conducted in conformance with all applicable government ordinances.

The business activity does not involve regular visitation by clients, customers, suppliers, or other business invitees or door-to-door solicitation of the residents.

The existence or operation may not be apparent or detectable by sight, sound, or smell from outside the Unit;

12. INSURANCE

No such activity may increase the liability or casualty insurance obligation or premium of the Fountain Court Association;

Such activities must be consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of the residents.

All violations of these restrictions may be determined at the sole discretion of the Board of Directors.

Each Owner shall be responsible for obtaining, at own expense, insurance covering his property (the individual Unit interior as well as contents). The Association provides insurance coverage of the building exteriors (roof, siding, windows, sliding doors & trim, railing, posts, etc.) and common & maintenance areas, less deductible.

When an insurance claim is made and/or any loss incurred by the Association for which the Association has insurance (hereinafter an "insured loss"), and where the Board reasonably can allocate the cause of such loss (in whole or in part) to any individual Unit Owner, whether unintentional, intentional, a negligent act, misconduct, failure to maintain or repair a Unit or any space under the control of a Unit Owner, and/or failure to otherwise comply with the Declaration and By-Laws and/or rules on the part of any Unit Owner (the term "Owner" as used in this section to include any tenant, occupant, agent, or other person residing in or visiting a Unit), then the Unit Owner shall pay any insurance deductible incurred by the Association that is related to such deductible loss to the Association (up to the amount of loss so caused, If the loss is less than the deductible).

In the event of multiple entities causing loss, the Unit Owner shall be jointly and severally liable with any other loss-causing entities with respect to the Association. In the event of any loss greater than the deductible, the provisions of this section shall not limit the Association or its assigns from pursuing a claim against the Unit Owner for the entire loss, under precepts of applicable Oregon law and of the Declaration.

Such payment of a deductible loss shall not limit the rights, if any, of any insurer to proceed under its own subrogated rights against the Unit Owner based on any such insured loss, and any insurer (and/or its assigns) is not limited from proceeding against such Unit Owner for all loss so caused by such Unit Owner by this section.

The Association shall have the right and may elect to file a lien against the Unit for the deductible loss as set forth herein, as provided for elsewhere in the Declaration and/or may

otherwise enforce the right to payment as a Special Assessment allocable to that Unit and/or Unit Owner.

In the event of dispute with respect to the determination by the Board allocating responsibility for such deductible loss, the determination of the Board shall be upheld unless arbitrarily and capriciously made, provided that a Unit Owner so affected may request, in writing, a hearing before the Board (or before a sub-committee appointed by the Board, if the Board so elects) to contest imposition of liability for such deductible loss. Upon any such request, the Board shall provide for an opportunity for hearing to such Unit Owner, the hearing to be held as soon as practical but not more than 60 days from the date of request.

If the matter is not resolved by such hearing, the Board may elect to submit the matter to binding arbitration by an independent committee of three Unit Owners (not affected by such loss) for arbitration of same (one arbitrator elected by the Board, one selected by the Unit Owner, and one selected by the two arbitrators so selected, which three arbitrators shall constitute the Arbitration Committee for that deductible loss), to which the Board and the Unit Owner shall submit, subject to the provisions of this section. The arbitrary and capricious standard of review of the Board's determination as set forth in the prior paragraph shall apply at such arbitration. The arbitration shall be conducted in the Portland Metro Area, in accordance with the then-current commercial Arbitration Rules of a professional arbitration service mutually acceptable to the parties. If the parties cannot agree to the selection of rules within 21 days, and for arbitration, then the rules shall be in accordance with the rules of the American Arbitration Association. The arbitration shall be held before the Arbitration Committee. All facts and other information relating to any arbitration arising under this section shall be kept confidential to the fullest extent permitted by law, and the members of the Arbitration Committee shall be held harmless for their service on such committee. The Arbitration Committee members shall be reasonably compensated for their time, expended in the arbitration, and shall have authority to award attorney's fees and costs, as well as any costs, compensation for time expended by the Arbitration Committee members, and/or other reasonable expenses, to the prevailing party. Arbitration shall take place as soon as practical but not later than 75 days from the date the Board elects to request same.

The Association's enforcement rights are not limited by any hearing and/or by the arbitration, provided that if enforcement has been commenced, the results of the hearing and/or arbitration shall retroactively modify such enforcement with the Association having no liability for having taken enforcement measures prior to any such hearing or arbitration.

The Board may set the deductible amounts on insurance policies of the Association in such amounts as the Board deems reasonable. The determination of the Board as to same shall be subject to the arbitrary and capricious standard set forth above.

The provisions of this amendment shall be liberally construed so as to affect the terms and remedies set forth herein. Nothing herein shall require the Association to pay any insurance deductible payable under a Unit Owner's individual insurance policy.

13. PARKING RULES & VEHICLE RESTRICTIONS

There is limited overflow and guest parking in the Fountain Court Community. In order to ensure guest parking for all residents, the following rules have been established. **Continuous compliance is important to prevent the towing of your vehicle.**

Vehicles must not block mailboxes from 10:00 am to 4:00 pm as posted by the U.S. Postal Service. If a vehicle is parked in violation of this rule, the vehicle will be subject to immediate tow, without notification to the Owner.

Parking of boats, truck campers, recreational vehicles, or similar vehicles or equipment shall not be permitted unless completely enclosed within Owner's garage. Parking of these items within the garage cannot limit resident from parking all vehicles within the garage.

No off-road, unlicensed motor vehicles shall be operated upon the Common Property.

No recreational vehicles may be parked anywhere on any portion of the Fountain Court Community, except for the purposes of loading and unloading.

Minor maintenance with a short duration, such as vehicle cleaning, changing flat tires, or changing a dead battery, is allowed. Fluid changing or flushing is prohibited. Owners permitting vehicles to leak on common and limited common areas will be responsible for the cost of street and sidewalk cleanup and repair.

No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited anywhere within the Fountain Court Community.

No trailer, truck, boat or recreational vehicle may be used as a living area within the Fountain Court community.

Garage doors must remain closed except when someone is in attendance. Garage doors shall also remain closed during noise-related activities, such as social gatherings or during the operation of power tools.

Garages are to be used for parking vehicles. Any other uses must not impede the parking of Owner's vehicles at any time, i.e. living space, storage, playroom, etc.

Any vehicle parked within the Community grounds shall be parked in a manner **not** to cause difficulty for other residents to access their garage.

Vehicle Registration

All vehicles must be registered with the Management Company. A copy of the registration form for each vehicle showing the Fountain Court Unit address, make, model, vehicle year, color and license plate number will be required. A copy of this form is included in Appendix A of these Rules & Regulations or can be downloaded from the Fountain Court website.

Vehicle registrations forms will be mailed to Owners annually. All Owners will be required to

update and submit the vehicle registration forms to the Management Company even if their vehicles have not changed.

Resident Parking

All Units within the Fountain Court Community have a 2-car garage, whether a tandem or side-by-side unit. Every Resident must first park 2 vehicles within the garage. If a Resident has 3 or more vehicles, he/she must first park 2 vehicles within the garage. If you have a full-size driveway, you must then park a 3 or 4 vehicles in the driveway. Driveway parking is secondary to garage parking. If you do not have a driveway your 3 or any additional vehicles must be parked in the street.

Residents with vehicles that are too large to park within the unit garage must notify the Board of Directors in writing.

14. FRONT ENTRY AND BALCONY AREAS

Rugs, drapes, towels, blankets and pillows or other articles shall not be draped or hung on balcony railings or walls, the front entry area, or from windows.

Unit Owners are responsible for the maintenance and upkeep of the front entry and balcony area of their Units. The front porch and balcony must be kept clean and tidy.

The Balcony and front entry may not be used for storage of unused furniture, cabinets, cartons, automobile parts, bicycles, etc. Potted plants, furniture, patio tables, umbrellas, etc, must be kept in good condition and meet reasonable community standards of material, size, shape and color. Furniture placed on the balcony or front porch must be as designed for outdoor patio use and in good condition. Camp chairs, beach chairs, beach umbrellas, indoor furniture and fireplaces are not allowed in the front porch or balcony areas.

Basketball hoops and pools, etc., are not allowed on front entries, balconies, driveways or in common areas. Play structures are allowed during the day and must be put away in the evenings. They cannot be left out.

The storage of any combustible or flammable items on the front entry or balcony is strictly prohibited. Small to standard sized propane gas barbecues may be stored within the Unit's balcony area. Barbecues may not be kept on the front porch area.

No loose pots or other items shall be placed or balanced on top of or outside of any wall or railing, especially if made of wood. Each Resident shall take reasonable steps to capture water from potted plants and to protect the patio/railing surface from staining or rotting. If damage occurs from the placement of pots or other items, the Homeowner may be responsible for the cost of repairs or replacement.

Plants of the "vining" nature are not allowed to attach and grow upon (in anyway) the exterior of the buildings, including the posts, siding, railings, etc. All potted plants must be kept pruned away from the buildings.

Tiki Torches are not allowed in the Community, which includes, but not limited to balconies, decks, common area planter beds, etc.

Balconies and front porches must be maintained in the as built condition. No tile, carpeting, marble, etc., may be placed on any balcony or front porch surface.

No Owner or Resident shall make any improvements to a balcony, front entry or similar area unless and until the Architectural Control Committee approves the plans. Architectural forms for this purpose are available from Bluestone and Hockley.

No Resident shall interfere with the surface or any sub-surface drainage of any front, entry or balcony as established by the builder.

Twinkle lights (or other similar lights) are not allowed to be displayed on a continuous basis. These types of lights are only allowed pursuant to the Holiday Decorations rules in Section 10.

Homeowners or Residents may not attach any type of decoration to the siding of the buildings. When attaching decorations, such as wind chimes, etc. they must be attached to the wood trim. Owners are responsible for the repair or any damage caused by attaching these decorations.

Wind Chimes are allowed in the community so long as there are no complaints from neighboring residents. If the Board of Directors determines that a wind chime is a nuisance, the Resident must remove the wind chime.

15. PETS

Residents are entitled to keep a limited number of domestic dogs or domestic cats, provided Pet owners have the absolute duty and responsibility to pick up their pet's waste and dispose of it in a sanitary manner. Property damage, including damage to the Common Area grass will be repaired and charged back to the Homeowner responsible for the offending pet.

ALL PETS MUST BE ON A LEASH PER CITY ORDINANCE.

No pet can be attached by leash, chain, rope or any other manner, to the building, decking, railing, posts, etc.

Pets may not be left outside on the patios without attendance by the Resident.

No livestock (e.g. chickens, rabbits or other animals) shall be allowed or kept in any part of the Fountain Court community.

No pets may be kept in the Fountain Court community which, in the determination of the Board, may result in an unreasonable annoyance to other Residents.

No pet may enter the Common Property except while on a leash which is being held by a person capable of controlling the pet.

Residents shall prevent their pets from damaging any portion of the Common Property.

16. QUIET ENJOYMENT

No Resident shall permit any activity to be performed or any substance or material to be kept anywhere in the Fountain Court community which will obstruct or interfere with the rights of quiet enjoyment of the other Residents, or annoy them by unreasonable noises, odors, fumes, etc., nor will any Resident commit or permit any nuisance anywhere in the Fountain Court community. The Board shall have the right to determine if any noise, odor, interference, or activity producing such noise, odor or interference constitutes a nuisance.

All sound shall be kept at a level that does not unduly disturb your neighbors or the other residents.

Noise that is plainly audible outside any residence or building is a violation.

All Residents are responsible for noise caused by their families, invitees, pets and guests, as well as themselves.

Prolonged idling or revving up of vehicles is prohibited.

Televisions, radios, or car radios must be turned to a volume that cannot be heard outside the Unit or vehicle.

17. RENTAL / LEASE OF TOWNHOUSE & CONDO UNITS

Each Owner desiring to rent his Unit shall submit for pre-approval by the Board the lease agreement with the prospective renters or leaseholders. The Board shall approve such lease or rental agreement as long as (1) any charge due the Association in connection with its review of the lease or rental agreement has been paid by the Owner and (2) the Board determines that the lease or rental agreement satisfies the requirements of the Declaration and By-Laws. A new request for approval shall be submitted for any change in lessee and/or renter.

Upon notification of rental approval/opportunity, the owner is granted 60 days from the notification date to provide a signed lease agreement to Bluestone & Hockley, with the tenant(s)' move-in date no later than 90 days from the date on the notification. If these timelines are not met, the owner must reapply if they're still interested in renting out their unit. The Board may grant extensions on a case-by-case basis if the request is received in writing.

Owners are required to include in their rental or lease agreement a termination and/or eviction clause in the event of a violation of the Fountain Court Declarations, By-Laws or Rules & Regulations by renters or leaseholders.

It is the Board's recommendation that legal counsel be consulted to make certain these issues is clearly outlined in the written rental or lease agreement with the tenants.

The Owners of units occupied by renters or leaseholders is further responsible for notifying Bluestone and Hockley any change in renters or lease holders so that vehicle parking records may be kept up-to-date.

It is the responsibility of the Owner to inform their tenants of the parking rules at Fountain Court. The Association, the Board of Directors or Bluestone and Hockley will *not* be responsible for refunding parking fines to the Unit Owner of any sort that may be assessed against any tenant for illegally parking within the Fountain Court Community in violation of the Association Rules & Regulations. There is no grace period.

It is the Owner's responsibility to supply tenants with a current copy of the Fountain Court Rules & Regulations. Tenants are responsible for knowing the Rules. In addition, Owners of rental units are responsible for notifying the management company of any change in tenant .

18.TRASH & RECYCLING

Every Resident must make an effort to keep the Community clean and not allow any trash to be dropped in the streets, sidewalks, or Common Areas.

Every Resident must keep the collection containers in his/her respective garage and out of sight at all times except when set out for collection as outlined below. Trash and recycling containers may not be set out prior to the day before collection and **must be put away** within the Resident's respective garage on the same day as the trash is collected. Collection day is Tuesday.

Christmas trees **may not** be placed outside for collection prior to the day before collection. that they are not kept, bred or maintained for commercial purposes.

Regarding Rule #14 – Front Entry and Balcony Areas

EXAMPLES OF NOT ACCEPTABLE



EXAMPLES OF ACCEPTABLE

