



---

# HANDBOOK FOR OWNERS AND RESIDENTS

---

REVISED THROUGH NOVEMBER 30, 2024  
EFFECTIVE DECEMBER 15, 2024

---

*On behalf of our neighborhood, the Board of Directors would like to welcome you to the Fountainhead West Condominium Association. Our neighborhood consists of 130 condominium units within 12 residential buildings, a Clubhouse, dedicated dog walks and a swimming pool across 18.52 acres.*

---

FOUNTAINHEAD WEST CONDOMINIUM ASSOCIATION  
1017 Stevens Creek Road Augusta, Georgia 30907  
(706) 860-8568 ♦ fountainheadwest@gmail.com

## Contents

Article One – Introduction .....	2
Section 1. Purpose.....	3
Section 2. Assessments .....	3
Article Two – Contact Information.....	3
Section 1. Homeowners .....	3
Section 2. Tenants.....	4
Section 3. Staff and Vendors .....	4
Article Three – Amenities .....	4
Section 1. The Clubhouse.....	4
Section 2. Swimming Pool .....	4
Article Four – Obligations of Owners .....	5
Section 1. Maintenance and Repair .....	5
Section 2. Conduct.....	5
Section 3. Air Conditioning Systems .....	5
Section 4. Window Coverings .....	6
Section 5. Right of Entry .....	6
Section 6. Hoarding and Unsanitary Living Conditions .....	7
Section 7. Banned Contractors .....	8
Article Five – Unit Leasing .....	8
Section 1. Lease Regulations.....	8
Section 2. Problematic Tenants.....	8
Article Six – Registration and Insurance.....	9
Section 1. Registration .....	9
Section 2. Insurance .....	9
Article Seven – Residential Use.....	10
Article Eight – General Rules and Regulations .....	10
Section 1. Noise Ordinances .....	10
Section 2. Dumpster Area .....	11
Section 3. Illegal Dumping .....	11
Section 4. Common Hallways .....	11

Section 5. Balconies, Patios and Common Grounds.....	12
Section 6. Parking Spaces.....	12
Section 7. Vehicles on Property .....	13
Section 8. Children and Parental Responsibilities .....	14
Section 9. Pets.....	14
Section 10. Smoking.....	15
Section 11. Holidays .....	16
Article Nine – Utilities.....	17
Section 1. Water Usage .....	17
Section 2. Sewage Drains.....	18
Section 3. Electricity.....	18
Section 4. Phone, Cable, Internet and Antennas .....	18
Article Ten – Violation Fines .....	19
Section 1. Violations .....	19
Section 2. Right to Appeal.....	19
Section 3. Anonymous Reporting .....	19

## Article One – Introduction

The Fountainhead West Condominiums Homeowners Association (HOA) is an association of individual homeowners living and acting as a group which is governed by the Fountainhead Association Covenants, Conditions and Restrictions (CC&Rs), Bylaws and the Georgia Condominium Act. In this neighborhood there are personal and economic interests shared by owners of 130 units. There are therefore certain rules and regulations of which you need to be aware; not knowing the governing documents and/or the rules and regulations will not excuse any fines that may be levied for non-compliance. The Board of Directors may, from time to time, add to, delete or amend these policies, rules and regulations, and will inform owners as changes are made. Owners are responsible for the actions of their guests, invitees, contractors, agents and tenants so please take time to familiarize yourself and your residents with these rules & regulations. Fines levied for the actions of guests, invitees, contractors, agents and tenants will be charged to and be the responsibility of the owner. Also, please be aware that all premises within the HOA are private. The Association owns the streets and vehicles can be towed at the vehicle owner's expense if rules and regulations are breached.

*Fines may be levied against the property owner's Association account for any violation of the rules and regulations.*

## Section 1. Purpose

The Georgia Condominium Act, the Fountainhead West Condominiums Association Bylaws and its Declaration of Covenants, Conditions and Restrictions authorize the Association Board of Directors to create operating rules and regulations. They also authorize fines for non-compliance. By purchasing or occupying a condominium unit in the Fountainhead West Association you have agreed to comply with these rules and regulations and signed a contract to this effect when you purchased or leased the property. The purpose of this document is to state the operating rules, regulations and fines for non-compliance.

## Section 2. Assessments

The current monthly regular assessment, as of January 1, 2024, of \$214 per unit is due on the first day of each month. A late fee of 10% of the current assessment plus interest will be assessed after the 5<sup>th</sup> of each month. HOA dues payments shall be submitted to the Association's financial management company listed in your Welcome Letter. No payments are accepted at the Association office at any time. This fee may from time to time be changed and is the property owner's responsibility to assure awareness of any current assessments.

If assessments and other charges or any part thereof remain unpaid for more than thirty (30) days after the due date, the Board of Directors shall provide the delinquent owner written notice of the Association's intent to suspend the owner and/or occupants' right to bring or park vehicles on the common elements or have guests, visitors or leasers bring or park vehicles on the common elements. The written notice may be sent via USPS mail or email not less than ten (10) days prior to the date of suspension. Any unpaid charges will also result in the suspension of voting privileges and amenity usage until property owner's Association account is brought current.

## Article Two – Contact Information

### Section 1. Homeowners

The daily operation of Fountainhead West Condominiums is dictated by a Board of Directors and is carried out through our onsite Community Coordinator. All communication with the Association or its staff shall be done in writing. To communicate with the Board, Committees, Community Coordinator or staff, email the office at [fountainheadwest@gmail.com](mailto:fountainheadwest@gmail.com). The Community Coordinator will forward the communications to the appropriate person(s). This email is monitored by both our Community Coordinator and members of your Board of Directors.

Our mailing address:  
Fountainhead West Condominiums

1017 Stevens Creek Road OFFICE  
Augusta, Georgia 30907

The Homeowners Association Office staff can be reached via phone for emergencies at (706) 860-8568 only during regular business hours. If your call is not an emergency, you will be directed to submit your request or concern in writing.

It is the responsibility of all owners to provide the Board with a current USPS mailing address and an email address if they have one.

## Section 2. Tenants

Tenants of leased units at Fountainhead West should communicate any and all needs to their owners or their owner's representative. Only the property owner or their authorized representative is to communicate those issues to the Homeowners Association should they determine it necessary. The Association can not come between the contractual relationship between a landlord and a tenant. If the issue is deemed necessary for Association/Board involvement, the owner will communicate that information to the office. In the event a tenant continues to contact the HOA office for concerns that should be communicated with their owner, fines may be assessed per email or phone call handled.

## Section 3. Staff and Vendors

The Fountainhead Board of Directors will not tolerate the mistreatment of its staff and/or vendors. Mistreatment of staff includes, but is not limited to, verbal (yelling, swearing, cussing), physical threats and/or attacks, harassment, psychological, emotional or sexual threats and/or attacks.

# Article Three – Amenities

## Section 1. The Clubhouse

- ✓ The Clubhouse is located at the pool area and is audio and video monitored.
- ✓ The Clubhouse is available for rent for parties, meetings, etc. Contact the Community Coordinator at [fountainheadwest@gmail.com](mailto:fountainheadwest@gmail.com) for leasing information.
- ✓ The pool area is not part of the rental for the clubhouse but can be rented as an add-on to the clubhouse rental. Those leasing only the clubhouse are not allowed in the pool area at any time.
- ✓ The Association office is located within the Clubhouse. Regular business hours are Monday through Friday 8:00 am – 2:00 pm, however days and hours may vary from time to time.

## Section 2. Swimming Pool

- ✓ The swimming pool is located behind the Clubhouse and is also audio and video monitored.
- ✓ The pool is typically open from mid-May until mid-October, however, announcements will be made for the official opening and closing dates of the pool each season.

- ✓ The pool is open from 8:00 am until 9:00 pm during open season daily. Anyone in the pool area outside of these times is considered trespassers and law enforcement will be contacted. Fines may also be levied against the owner of the condominium residents in question.
- ✓ A pool keycard is necessary to enter the pool area. Association dues must be current to receive pool access. You are not allowed to enter the pool area without an activated keycard and wristband. If you are in the pool area you may be required to show proof of keycard/wristband and/or residency. If presentation is refused you will be asked to leave the pool area. A copy of the current pool rules will be given when keycards and wristbands are distributed. Pool opening announcements will include information for necessary documentation required to acquire the keycard and wrist bands.
- ✓ Pool gate is not to be propped open at any time due to Association liabilities and county requirements. If you are found guilty of letting someone in the pool area, you will lose your pool privileges and will be held liable for any personal injury or damage to Association property.
- ✓ In no event shall any dog, cat or household pet be permitted in the swimming pool area or tennis court areas.
- ✓ Pool keycards are deactivated at the end of each pool season.

*The Association Board of Directors reserves the right to suspend and/or terminate pool keycards/privileges at any time for any violation of the pool rules and regulations.*

## Article Four – Obligations of Owners

### Section 1. Maintenance and Repair

Every owner shall keep in good order and maintain his Unit in the condition, and to the degree that such work, if omitted, would affect the property as a whole, or a part, belonging to other owners. Owners shall be responsible for the damage and liability that failure to do so may cause. All the repairs of internal installations in the Unit, such as appliances, attachments, fixtures and fittings attached to the water systems, light systems, sewage systems, doors, windows, lamps, and all other accessories belonging to the Unit shall be at the owner's expense. Owners shall be responsible for any damages originating from their Unit to another owner's property and/or the common elements.

### Section 2. Conduct

All owners, their guests, visitors or occupants of the Unit shall at all times observe the rules of conduct which may from time to time be established by the Association or its Board of Directors. Said rules shall be kept in the office of the Association as a matter of records, and copies furnished to any owner upon request.

### Section 3. Air Conditioning Systems

In order to maintain the structural integrity of the buildings, window air conditioning systems are strictly prohibited under any circumstances. All central heating and air conditioning systems shall be kept in good working order.

#### Section 4. Window Coverings

- ✓ All windows, sliding doors, etc. shall be properly covered with appropriate window dressings.
- ✓ Sheets, blankets, boards or other such items shall be specifically prohibited.
- ✓ Window dressings shall be of reasonable quality and shall compliment the property. Curtains, drapes or blinds are recommended.
- ✓ All window dressings shall be kept in good condition. Torn curtains or blinds, or tattered/broken blinds are strictly prohibited.

#### Section 5. Right of Entry

- The Board of Directors, or its designee, may enter upon any portion of the property, including inside a Unit, to exercise self-help in order to:
  - ✓ remove or abate any violation thereon of the governing documents and/or rules and regulations, provided however, the Board shall first provide the Owner of the Unit ten (10) day notice of the Board's intention to enter the Owner's unit and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board, in their sole discretion, determines that an emergency exists;
  - ✓ make any necessary repairs that fall within the scope of the Association's responsibility and/or to make repairs that may be causing damage to the common elements, limited common elements or another Owner's property, provided however, the Board shall first provide the Owner of the Unit ten (10) day notice of the Board's intention to enter the Owner's Unit and provide the Owner with an opportunity to complete the repair at their expense and liability, provided further, such notice shall not be required if the Board, in their sole discretion, determines that an emergency exists;
  - ✓ make any necessary repairs that fall outside of the scope of the Association's responsibility, and backcharge the Owner's Association account for any costs incurred, that may be causing damage to the common elements, limited common elements or another Owner's property, provided however, the Board shall first provide the Owner of the Unit ten (10) day notice of the Board's intention to enter the Owner's Unit and provide the Owner with an opportunity to complete the repair at their expense and liability, provided further, such notice shall not be required if the Board, in their sole discretion, determines that an emergency exists;
  - ✓ to inspect a Unit for possible hoarding, unsanitary conditions or necessary repairs effecting another Owner's property or the building as a whole, provided however, the Board shall first provide the Owner of the Unit ten (10) day notice of the Board's intention to enter the Owner's Unit and provide the Owner with an opportunity to remedy the situation, provided further, such notice shall not be required if the Board, in their sole discretion, determines that an emergency exists.
- The process for obtaining access to a Unit when refused entry shall be as follows:
  - ✓ An emergency entrance pass will be issued to the contractor performing the work from a member of the Board of Directors.
  - ✓ If an owner or resident still refuses access, local law enforcement will be contacted and forced entry will be made.

- Any and all costs of self-help, or of otherwise enforcing the Declaration, Bylaws or Association Rules and Regulations, including reasonable attorney's fees actually incurred, shall be assessed against the Owner's Association account.

### Section 6. Hoarding and Unsanitary Living Conditions

- All owners and tenants must maintain their Unit in a healthy, clean, safe and attractive manner as to not interfere with the health, safety and comfort of other residents.
- Unsanitary conditions or hoarding will not be permitted on the premises as they cause pests that may migrate to other Units, foul odors and unreasonably disturb or present health hazards to other residents and the enjoyment of their home.
- In the event a hoarding or unsanitary condition is reported to the Association, the process shall be as follows:
  - ✓ Notice will be issued to the Owner of the Unit that a report has been filed with the Association office, or by witness of a vendor or visitor of the Unit, and that the Association Board of Directors has scheduled an inspection of the Unit, by the Board or its designees, provided however, the Board shall provide the Unit Owner 24 hour notice of the intention to enter and inspect the Unit.
  - ✓ If a report is confirmed from the inspection, the Association shall serve notice to the Owner of the Unit that the hoarding or unsanitary conditions must be remedied within ten (10) days and that the unit shall be reinspected on the 11<sup>th</sup> day, or the following business should the 11<sup>th</sup> day fall on a weekend or holiday.
  - ✓ If the conditions have not been remedied at the time of reinspection, the Association may take action and contract an outside vendor to correct the issues. Any costs, including by way of example and not limitation, clean up, storage of personal items, sheriffs' office fees and/or reasonable attorney's fees shall be assessed against the Unit Owner's Association account. If items need to be placed in storage in order for conditions to be corrected, the Owner shall be made aware of the deadline to remove their, or their tenant's, items from storage. The Association will not be held liable for items in storage or for what may happen to items should they not be removed by the deadline.
  - ✓ Should the Unit have a pest infestation, demand shall be made to the Owner that the Unit be professionally treated for pests within ten (10) days and proof of treatment shall be provided to the Association office. If the Unit remains untreated after ten (10) days, the Association may contract a pest control company to treat the unit and those costs incurred shall be assessed against the Unit Owner's Association account. Pest control services, whether contracted by the Owner of the Unit or the Association, shall be required to continue for a minimum of six (6) months to ensure eradication of pests.
  - ✓ The Association Board of Directors shall also have the authority to identify a tenant that is living in unsanitary living conditions as a problematic tenant and demand the eviction of said tenant. Should the Board, in their sole discretion, deem a tenant problematic, the Board shall send the unit owner a demand letter or email that the tenant be evicted. Failure to evict any tenant identified as problematic within thirty (30) days of said demand letter will result in continual fines (as listed on the Fine Schedule) levied against the Unit Owner for the duration of the tenant's residency at Fountainhead West Condominiums.

## Section 7. Banned Contractors

The Association Board of Directors shall have the authority to ban specific Contractors, or employees of property management companies, from completing work on the property if there have been instances of violations, including by way of example and not limitation, driving on the grass, illegal dumping, parking in another resident's reserved parking space, etc., committed by them while completing work on the property, or if they have mistreated, abused or harassed any resident, staff member, vendor or member of the Board of Directors while visiting the property to complete work for a Unit Owner. Before hiring any Contractor to complete work on your Unit, please contact the Community Coordinator via email and ensure the Contractor you have selected is not on the list of Banned Contractors. Alternatively, a request may be made via email to the Community Coordinator for the complete list of Contractors banned from completing work on Fountainhead property. Reasons shall be provided, if requested, as to why a Contractor has been banned, or not recommended for work, from the property.

# Article Five – Unit Leasing

## Section 1. Lease Regulations

No unit may be leased, whether by oral or written lease, for less than a twelve-month period. All lease agreements must be submitted to the Association. Owners must also submit a “tenant registration form” and proof of their tenant's renter's insurance to the Association for each existing tenant or lease within ten (10) days of occupancy, or lease extension. Only an entire unit may be leased, and no room or transient tenants shall be accommodated. This includes short-term rentals through transient/vacation sites, including but not limited to, Airbnb, VRBO, Homeaway, Traveling Nurses, etc. Advertising through any short-term rental site is considered a violation of the rules and regulations.

## Section 2. Problematic Tenants

Property owners and neighboring residents have the right to the quiet enjoyment of their home. That means that they should be able to use their home without interference or nuisances from others. Nuisances can include loud music and noisy neighbors, trash that attracts rodents and pests, offensive smells or odors, noisy pets or illegal activity.

- i. Compliance with Covenants, Conditions and Restrictions, Declaration, Bylaws and administrative rules and regulations: All unit owners, their tenants, occupants, guests, and invitees shall comply with all Covenants, Conditions and Restrictions, the Bylaws, and this Handbook of Rules and Regulations at all times when on Fountainhead West Condominium Property.

- ii. Unit owners are responsible for the actions of their tenants, occupants, guests, contractors and invitees and any fines levied or damages caused by their tenants, occupants, guests, contractors and invitees.
- iii. Lease agreements are recommended to have the following provisions:
  - a. *Tenant agrees to follow and comply with all HOA rules. Failure to comply with rules and regulations will result in eviction for breach of lease terms.*
  - b. *Tenant shall be held liable for the financial reimbursement to the owner of the unit, or their authorized representative, of any fines levied against the owner for costs incurred for violations committed.*
  - c. *Tenant shall be held liable for the financial reimbursement to the owner of the unit, or their authorized representative, of any costs incurred on the owner including, but not limited to, damages, hauling, dump fees or other costs.*
- iv. Problematic Tenants shall be defined as any tenant who commits three of the same violation or five total violations. Once a tenant has been identified as problematic, the Board shall send the unit owner a demand letter or email that the tenant be evicted. Failure to evict any tenant identified as problematic within thirty (30) days of said demand letter will result in continual fines (as listed on the Fine Schedule) levied against the unit owner for the duration of the tenant's residency at Fountainhead West Condominiums.

## Article Six – Registration and Insurance

### Section 1. Registration

- ✓ Homeowners are required to register with the Association office within ten (10) days of the purchase of a condominium unit.
- ✓ Homeowners are required to register their tenant's information with the Association office within ten (10) days of the onset of a new lease agreement. Only a 12 month lease agreement is allowed. There are no transient rentals allowed.
- ✓ Both homeowner and tenant registration forms must be completed in their entirety.
- ✓ By formally registering and signing this Resident Registration document, the Community Coordinator and Board of Directors feel that this will create greater accountability from off-site homeowners and their tenants resulting in fewer violations and in turn less fines and fees to the property owner. One of the many benefits to this program is that tenants will be a more viable part of the community and have a better understanding that we are not an apartment complex.
- ✓ Failure to register with the Association office will result in a fine being levied against the property owner's association account in the amount of \$10 per week until the forms are returned.

### Section 2. Insurance

- ✓ All resident owners and non-resident owners shall be required to provide the Fountainhead Association with current proof of property insurance and tenants must provide current proof of renters insurance. No claims shall be filed against those policies by the Fountainhead Association

- ✓ When insurance is obtained and information provided, the Fountainhead West Condominium Association shall be included on the policy as an “additional interest”. This will provide continued information to the Association should the policy be cancelled or expires. This does not give permission for any claims to be filed by the Association.
- ✓ Those owners who lease their Units shall assure that their Lease Agreement includes the clause that Renters Insurance is a requirement by the Homeowners Association and there could be fines levied against the owner for failure to provide the required information.
- ✓ All tenants shall be required to provide the proof of Renters Insurance within ten (10) days of occupancy and required registration. Failure to provide the required proof of insurance will result in a penalty against the Unit Owner in the amount of ten dollars (\$10) per week until proof of insurance is submitted. Proof of insurance must be presented at the time of registration. It is the owner’s responsibility to assure their tenant completes the requirement in a timely manner and should inform their tenants of the required time limit to both register and provide required insurance information.
- ✓ All owners shall provide their required information within ten (10) days of ownership in Fountainhead West Condominiums. Failure to provide said information shall be a breach of the Association Rules and Regulations and will result in fines being levied against the owner’s Association account in the amount of ten dollars (\$10) per week until proof of insurance is received.

## Article Seven – Residential Use

- ✓ Please be aware that Fountainhead Homeowners Association strictly prohibits use of condominiums for any reason other than residential use.
- ✓ No unit shall be used at any time as a place of business.
- ✓ No animals, livestock or poultry of any description shall be raised, bred or kept on any part of the submitted property, except that dogs, cats or other household pets may be kept by a Unit owner in his/her residence provided that they are not kept, bred or maintained for any commercial purpose and/or do not endanger the health, safety or unreasonably disturb other residents.

## Article Eight – General Rules and Regulations

### Section 1. Noise Ordinances

- ✓ Quiet hours for Fountainhead West are 11:00 pm through 7:00 am daily.
- ✓ Due to excessive noise, construction hours are limited to 8:00 am through 8:00 pm unless an emergency repair has been approved by the Board.
- ✓ Loud music, televisions, radio and other noise disturbances are strictly prohibited. Please be aware that there are people living in close proximity.
- ✓ If you reside in an upstairs condominium unit, heavy walking, stomping and/or running may cause residents below annoyance. Please be considerate to avoid these types of complaints.

- ✓ If you wish to report a disturbance, you must first contact your landlord, or their representative, and/or local law officials. Also, please be sure the Community Coordinator is made aware so the Board of Directors can issue a letter to the offending homeowner and the resident of the condo. Specific evidence, such as a police report, case number or video shall be required to validate noise disturbances.

## Section 2. Dumpster Area

- ✓ The dumpsters are located near the tennis courts and are video monitored.
- ✓ All household garbage must be placed inside the dumpster. Trash shall never be placed on the top of lids, on the ground or pavement.
- ✓ Only household garbage is allowed to be placed in the dumpsters.
- ✓ Boxes must be broken down and placed inside the dumpsters.
- ✓ Fines for dumpster violations will be in addition to any removal/hauling costs charged to the Association.

## Section 3. Illegal Dumping

- ✓ No appliances, tires, furniture, yard debris, carpet, sinks, cabinets or other construction debris are allowed to be placed in or around the dumpster area, or on any portion of Fountainhead premises, at any time.
- ✓ Fines for illegal dumping will be in addition to any removal/hauling costs charged to the Association.
- ✓ Evidence of illegal dumping will also be submitted to the Richmond County Marshall's office.

## Section 4. Common Hallways

- ✓ Common hallways are to be entered only by those residents, owners and guests of that building.
- ✓ Smoking in hallways and at entrance doorways is strictly prohibited. Please respect others who reside in the building that may have breathing problems. Additionally, this is an Association liability.
- ✓ Children are not allowed to play and run in common hallways.
- ✓ Loitering is not allowed in common hallways.
- ✓ Common hallways are not at any time or for any length of time to be utilized to store toys, bikes, strollers, scooters, plants or any personal items belonging to residents.
- ✓ Bikes, toys, scooters or other personal items are not permitted to be left unattended in front of doorways or in the common hallways.
- ✓ Any personal items, including but not limited to, those listed above that are left or stored in the common hallways may be removed and disposed of without further notification.
- ✓ Motorized vehicles, whether electric or gasoline powered, are not at any time allowed in common hallways.
- ✓ At NO TIME is household trash to be placed in hallways, on balconies or patios, or common grounds while waiting to be transported to dumpsters.
  - Residents found guilty will be fined by the Fountainhead Association for a violation as well as charged the removal fee and will be reported to the Richmond County Marshall's office for littering.
  - If you witness household garbage being placed in the hallways, please take photos and notify the Community Coordinator via email at [fountainheadwest@gmail.com](mailto:fountainheadwest@gmail.com)

- ✓ Entry doors to common hallways are never to be propped open. This allows moisture to deteriorate the ceiling texture and allows insects and pests to easily enter all units.
- ✓ Signage is not to be posted on walls or doors in common hallways unless posted by the Community Coordinator or a Board of Directors member. Unit numbers are to be placed on doors only and not on hallway walls.

### Section 5. Balconies, Patios and Common Grounds

- ✓ It is not permitted at any time for bikes, toys, scooters or other personal items to be stored on balconies, patios or on the common grounds.
- ✓ Bikes, toys, scooters or other personal items are not permitted to be left unattended in front of doorways, in the streets or any part of the common grounds.
- ✓ At NO TIME is household trash to be placed on balconies or patios, or common grounds while waiting to be transported to dumpsters. Trash is also not allowed to be placed on vehicles while waiting for transport to the dumpsters. All trash shall be taken to the dumpsters immediately once removed from a unit.
- ✓ Littering is strictly prohibited at Fountainhead West and is illegal in Augusta-Richmond County. In addition to any fines levied, charges will also be filed and pursued with local law enforcement.
- ✓ Loitering and congregating in parking lot/streets is not allowed.
- ✓ Any personal items, including but not limited to, those listed above that are left or stored on the common grounds may be removed and disposed of without further notification.
- ✓ Any personal items, including but not limited to, those listed above that are left or stored on the common grounds may be removed and disposed of without further notification.
- ✓ Properly dispose of tobacco products in trash cans. Do not flick or throw cigarette butts or cigar tips on the grounds.
- ✓ Please do not throw debris such as sticks, limbs, rocks, etc. in grassed areas. Our grounds are maintained by a third party and these items cause damage to equipment and surrounding buildings.
- ✓ It is a Richmond County Ordinance that there is ABSOLUTELY NO GRILLING on balconies or patios.
  - Grills are not allowed to be stored on patios or balconies at any time.
  - There is NO GRILLING allowed within 10' of any building structure.
  - Grills are available for use next to the swimming pool area. Please be responsible and clean up after use. Those that do not clean up will be charged a cleaning fee.
- ✓ All outside burning is prohibited, this includes, but is not limited to, outdoor firepits and heaters.

### Section 6. Parking Spaces

ALL Parking Spaces are reserved with the exception of the indicated visitor's spaces.

- ✓ Each unit is designated one reserved parking space. You may also park or have your guest park in spaces indicated as "visitor" spaces. These are considered free spaces.
- ✓ Should someone park in your space, it is suggested that you place a note on the violator's windshield stating, "*Please leave this reserved space open for resident of this unit*". The note usually takes care of the problem. If the problem persists, write down the

make, model and description of the vehicle along with the tag number and state of issuance and email to the Association office or drop in the office drop box located at the clubhouse. Homeowners and their respective property managers are allowed to contact the wrecker service indicated on signs at the property entrances (currently Chancey's Wrecker Service) to have violating vehicles towed from their reserved spaces at the vehicle owner's expense.

- ✓ Please be aware that Fountainhead's streets are private, and owners must be current in their Association dues for use of any reserved and/or visitor parking spaces. In addition, any vehicle parked on the premises must be in operational condition and the tag registration and auto insurance must be current.
- ✓ Vehicles shall only be parked in a dedicated parking space. There shall be no parking at any time next to a yellow curb, in a fire lane, on grassed areas or on the sides of the streets. Violators will be towed at the vehicle owner's expense with no further notification.
- ✓ Fines for parking violations will be in addition to any damages, repairs or any other costs incurred upon the Association.

### Section 7. Vehicles on Property

- ✓ Driving and Parking on the sidewalks and/or grass areas is strictly prohibited! We have French drains underground and driving across them can and has caused damage, not to mention it tears up the grass and digs ruts in the landscaping. Should this happen, the Owner of the offending Unit will be charged for all damages that occur in addition to fines being levied for violation of the rules and regulations.
- ✓ No Unit owner or resident shall cause or permit to remain on the submitted property, other than for temporary periods of loading/unloading, any truck, trailer, bus, camper, boat, or any other vehicle of any nature or description other than automobiles, bicycles, motorcycles, pickup trucks of  $\frac{3}{4}$  ton capacity or less and small vans. Overnight parking of any vehicle over  $\frac{3}{4}$  ton or trailers is strictly prohibited.
- ✓ There shall be no commercial vehicles over  $\frac{3}{4}$  ton capacity or with a gross weight rating or a gross combination weight rating of 10,001 pounds or more allowed on the property unless delivering or performing work on the premises. This includes, but is not limited to, tractor trailers, semi-trucks, eighteen wheelers, concrete trucks, wreckers, dump trucks, garbage trucks, school buses, cargo trucks and trailers.
- ✓ All vehicles must have current tag/insurance and must be in operational condition.
- ✓ Vehicle may not be parked idle for long periods of time either in reserved or visitor spaces. Vehicles that have not been moved in excess of 7 days are subject to be towed at vehicle owner's expense.
- ✓ Vehicle may utilize only one parking space. Do not cross over lines and utilize multiple spaces for one vehicle.
- ✓ No vehicle associated with a Unit where dues are delinquent is allowed on the private HOA property, this includes vehicles of tenants in leased Units, guests, contractors, etc.
- ✓ Vehicle maintenance/repairs shall not be performed on the premises unless to change a tire or jump start a vehicle that has a drained or dead battery. All other repairs are prohibited.
- ✓ Vehicles shall be maintained as not to create oil leaks that damage parking areas or can be tracked in damaging flooring.

*Vehicles identified for rules violations will be subject to towing at the vehicle owner's expense.*

### Section 8. Children and Parental Responsibilities

- ✓ Children are not allowed to run and play or loiter in hallways.
- ✓ All children under the age of 13 years old must be accompanied and physically supervised by an adult over the age of 18 years old at all times when outside the Unit. Children under the age of 13 years old are not to be left unattended when outside the Unit for any reason, for any length of time. Adults shall be physically present on the common grounds at all times and not watching them from inside a Unit through a window or door.
- ✓ Children accompanied by an adult and children over the age of 13 years old that are unaccompanied by an adult must abide by all Fountainhead Rules and Regulations at all times.
- ✓ Children are not permitted to enter any hallways in which they do not reside, play in the common hallways, disturb any other resident or touch any other resident's belongings.
- ✓ Children over 13 years old are not allowed to supervise younger children without an adult over the age of 18 years old present at all times.
- ✓ Children under 18 years of age are not allowed in pool area without a parent or legal guardian present at all times. Anyone appearing under the age of 18 may be required to present proof of age.
- ✓ Should children take garbage to the dumpster area please ensure trash gets placed inside the dumpster and not left on the grounds.
- ✓ Children are not allowed to play in the parking lot/street or around residents' vehicles.
  - Playing ball, riding bikes or scooters, running, etc. in the parking lot is strictly prohibited.
- ✓ In the event that damage occurs, the owner of the Unit in which the child resides, or is a guest of, will be backcharged for the repair or replacement of any such damaged area.
- ✓ Children under the age of 10 years old are not permitted to be left unattended on any patio or balcony. All children under the age of 10 years old shall be accompanied and physically supervised by an adult over the age of 18 at all times when on a patio or balcony. Adults shall be physically present on the patio or balcony at all times and not watching them from inside a Unit through a window or door.

### Section 9. Pets

- ✓ Pet owners are legally responsible and liable for the actions of their pets.
- ✓ When walking your dog, you are required to clean up after your pet. Waste bags must be carried at all times when dogs are outside the unit. Excrement must be cleaned up immediately, placed in a waste bag and properly disposed of in the dumpster. Pet waste left unaddressed becomes a matter of public health and safety.
- ✓ When outside the condominium Unit dogs are at all times to be kept on a leash not to exceed 6 feet in length and under the immediate physical control of a person capable of preventing the dog from engaging any other human and animal. Dogs are never to be left unattended at any time on the common grounds, patios, balconies or in fenced yards.
- ✓ In the event that damage occurs in a hallway due to lack of pet control, unless there is witness to the negligent owner, the liability for the expense attributable thereto shall

appertain to the resident owners with a dog or those owners who lease to tenants with a dog in the appurtenant hallway. Should there be evidence in identification of the pet owner, then the liability for the expense attributable thereto shall appertain to the owner of such Unit.

- ✓ Owners shall not allow their pets to create excessive noise as to unreasonably disturb neighboring units.
- ✓ All residents are required to register their pets with the Association within ten (10) days of occupancy. Upon registration a current certificate of vaccination must be presented if the pet is kept on the premises. Failure to register will result in a penalty to the Unit owner of ten dollars (\$10) per week until registration is complete. It is the owner's responsibility to assure their tenant completes registration in a timely manner.
- ✓ Continuous and/or unresolved violations of the rules and regulations will result in a demand letter or email being sent to the owner of the unit for the removal of a pet from the property. Failure to remove a problematic pet within 30 days of notification will result in continuous fines being levied against the unit owner in accordance with the Fine Schedule.
- ✓ Richmond County Leash Law link below is Title 4, Public Health, which covers animals. The Leash Law is covered in 4-1-21, 4-1-22 and must be abided by at all times.  
<https://www.augustaga.gov/DocumentCenter/View/753>
- ✓ Any dog that attacks, bites and/or viciously intimidates another animal or human will be determined to be an aggressive dog, regardless of breed, and the owner will be required to purchase, maintain and submit proof of Animal Liability Insurance.
- ✓ Fountainhead West restricts dogs per unit by weight and number of. The maximum weight of a dog may not exceed 60 pounds. No more than three (3) dogs or cats per Unit are allowed.

## Section 10. Smoking

The U.S. Surgeon General has conclusively determined that (1) there is no risk-free level of exposure to secondhand commercial tobacco smoke; (2) secondhand smoke causes premature death in children and adults who do not smoke; (3) children exposed to secondhand smoke are at an increased risk of sudden infant death syndrome, acute respiratory infections, ear problems and more severe asthma, (4) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (5) aerosol from electronic delivery devices can contain harmful chemicals and carcinogens that cause serious health effects; (6) eliminating smoking in indoor spaces protects nonsmokers from exposure to secondhand smoke; (7) separating smoking units from nonsmoking units, cleaning the air, and ventilating buildings cannot eliminate exposure of nonsmokers to secondhand smoke; AND

The American Society of Heating, Refrigerating and Air-Conditioning Engineers has issued a position document on secondhand tobacco smoke concluding that "the only means of effectively eliminating health risk associated with indoor exposure is to ban smoking activity"; AND

Studies show that "thirdhand smoke", or the toxic residue from cigarettes, cigars and other combustible tobacco products and e-cigarettes, can linger on surfaces and furnishings long after the products are extinguished or deactivated; that it clings to walls and ceilings and is absorbed in carpets, clothing, draperies, upholsteries, toys, vehicle interiors and other items; and that it is harmful, especially to children and pets; AND

THEREFORE, Fountainhead West Condominiums adopts the following smoke-free policy: *Given the proven health risks associated with smoking and breathing secondhand smoke, the Board of Directors deems it in the best interest of all members and residents of the Association to prohibit smoking/vaping of any type in any interior portion of property including, but not limited to, the individual units, indoor common and/or limited common elements. This policy is being adopted to protect the residents of Fountainhead West from the health risks of exposure to secondhand and thirdhand smoke and to prevent the risks of injury to residents from fires associated with smoking.*

i. DEFINITIONS

- a. "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco, nicotine, or plant-based product intended for inhalation, including but not limited to hookah and marijuana, whether natural or synthetic. "Smoking" also includes the use of an electronic smoking device.
- b. "Electronic smoking device" means any device that can be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including but not limited to, a(n) e-cigarette, e-cigar, e-pipe, vape pen, Juul or e-hookah.
- c. "Common and/or Limited Common Elements" means any indoor portion of any area accessible to all or some residents including, but not limited to, entranceways, hallways, stairways, etc.

ii. POLICY PROVISIONS

- a. Smoking or vaping of any kind is prohibited indoors everywhere on the property including, but not limited to, the individual units, indoor limited common elements and indoor common elements.
- b. No owner shall smoke/vape, or permit smoking/vaping by any occupant, agent, tenant, invitee, contractor or guest.
- c. Smoking in violation of this policy shall constitute a nuisance pursuant to the provisions of the governing documents of the Association and this Handbook for Owners and Residents.
- d. All owners are required by law to provide prospective buyers of their units a Resale Disclosure Certificate, together with copies of the Association's Articles of Incorporation, Bylaws, Declaration, Rules and Regulations and current budget. The Resale Disclosure Certificate must include a description of the indoor smoking prohibition and a reference to the smoke-free policy, and owners selling their units must advise their real estate agents and prospective buyers of the smoking prohibition prior to the time that a purchase agreement for the unit is entered into.
- e. Any owners who rents or leases or otherwise allows someone other than the owner to reside within or occupy the unit shall disclose to all persons who reside within the unit that indoor smoking is prohibited at Fountainhead West.

Section 11. Holidays

- ✓ Exterior decorations, such as seasonal or holiday decorations, shall be limited, modest and unobtrusive. Decorations may be placed up to 30 days prior to a holiday and must be removed within 14 days after the date of the holiday.

- ✓ Holiday lights are not to be illuminated during daylight hours and are only permitted between dusk and 11:00 pm. Please utilize timers.
- ✓ Only warm, soft white and colored lights are permitted. No blinking or flashing lights may be placed on the exterior.
- ✓ Respect neighbors in close proximity and be sensitive to how light placement could effect them. Ensure lights do not produce excessive glare into other units.
- ✓ Unduly large decorations (exceeding 6 feet in height or length) are not permitted.
- ✓ All decorations must be anchored securely as to not blow away or fall onto another Unit's property, another resident or the common grounds.
- ✓ Holiday decorations should not produce any noise that could unreasonably disturb neighboring units.
- ✓ The possession and discharging of all fireworks is strictly prohibited on the Fountainhead property unless being used as a part of a Fountainhead sanctioned event hosted by the Association Board of Directors. Beyond the risk for fire and injury, the loud sounds of fireworks can trigger panic and feelings of anxiety for people, pets and wild animals.

## Article Nine – Utilities

### Section 1. Water Usage

- ✓ If you notice a faucet or toilet in your Unit where the water continuously drips or leaks, please be sure to immediately correct this problem. If you are a tenant, please contact your landlord or their representative immediately about this repair issue. If the problem is not corrected in a timely manner, please notify the Community Coordinator via email at [fountainheadwest@gmail.com](mailto:fountainheadwest@gmail.com) so a formal notice can be sent to the Unit owner regarding the ongoing issue. This helps eliminate increasing the already high cost of the Association's water bill and will help keep your rent reasonable by avoiding increases in Association dues.
- ✓ Washing of vehicles on the premises is not allowed. There are car washes convenient to the complex. This rule is strictly enforced to help keep down unwarranted water/sewer costs.
- ✓ The exterior water spigots are for official Fountainhead use only. Spigots are not at any time to be used by any resident or their guests without prior approval of the Association office for repairs and maintenance. If you notice a leaking or dripping exterior water spigot, please notify the Association office via email at [fountainheadwest@gmail.com](mailto:fountainheadwest@gmail.com) or call the office at (706) 860-8568 to report these types of leaks.
- ✓ Use of the Association's water is not to be utilized to fill fountains, kiddie pools or other water vessels. This shall be deemed as improper water usage.
- ✓ There shall be no tampering with exterior spigots or locks that have been placed on them. Any fines levied will be in addition to any repair costs incurred from such tampering or intentional damages.

## Section 2. Sewage Drains

- ✓ Please do not flush objects down the toilet other than toilet paper. The products that indicate as flushables (i.e. flushable wipes, flushable diapers, flushable toilet wipes, flushable cat litter) all have created havoc in our sewage lines. If an issue is created on the Association's side due to unacceptable items placed in the sewage lines that cause plumbing issues, when the line is determined to belong to an individual Unit, the cost of repairs or damages will be backcharged to the individual owner. If it is determined that the cause is between adjoining lines, those costs will be equally divided and backcharged to those applicable Unit owners. The Association has no control over what people flush or put down their drains, so the Association does not cover blockages within/between units. Blockages within/between Units are the responsibility of the owner(s) of the effected Unit(s). The Association only covers the main water line and sewage lines outside of the buildings on the common grounds.
- ✓ Do not place the hanging-type toilet bowl deodorizers/cleaners on the side of the toilet bowl. These will eventually fall into the toilet bowl and will cause blockages.
- ✓ Garbage Disposals – If your Unit has a garbage disposal installed, it is not to be used to grind leftover food. It is only used for minimal food residues. If you use the garbage disposal, be sure to run the water for at least two (2) minutes after you turn off the disposal; this helps to flush out any residue to prevent blockages. Please do not put grease down drains (neither sinks nor toilets). Grease should be put in a plastic bag and placed in dumpster.
- ✓ If you experience a sewage backup in toilets or other drains contact the Augusta Utilities Department immediately at (706) 821-1851 or 311. Also, if you lease your unit contact your landlord or their representative immediately.

## Section 3. Electricity

- ✓ Electrical outlets located within the common hallways and the exterior outlets are for official Fountainhead West Condominiums Association use only.
- ✓ Residents, their guests or contractors are not permitted at any time to use any electrical outlet in the hallways, or the exterior outlets located in common areas.

## Section 4. Phone, Cable, Internet and Antennas

- ✓ Cable internet is currently exclusively provided by WOW!
- ✓ Board approval is required for method of installation and placement of any exterior television or radio antenna before such apparatus may be installed or maintained on any portion of the submitted property.
- ✓ There is to be no apparatus installed onto the exterior of any building without the prior written approval of the Board of Directors. Damages that occur from the installation of such will be the responsibility of the Unit owner.
- ✓ When cable is installed, it is the Unit owner's responsibility to ensure that all lines are installed and buried appropriately.
- ✓ Satellite dishes shall be labeled with the Unit number and date of installation. Each year the satellite dish shall be relabeled with a new date to indicate the satellite is still in use.
- ✓ It is the Unit owner's responsibility to remove any satellite that is no longer in use. Failure to remove satellite dishes will result in fines being levied in addition to costs incurred for the removal and disposal of satellite dishes.

## Article Ten – Violation Fines

Your Association Board of Directors has the authority to assess fines for violations of the governing documents and/or rules and regulations. The fine per violation is listed on the attached fine schedule. Each case shall be enforced on its individual merits and any previous enforcement of the same or similar violations shall not be binding upon the Board and its decisions. Distribution of this handbook shall constitute that all owners have been made aware of the Association Rules and Regulations therefore warnings regarding violations will not be provided. It is the Unit owner's responsibility to ensure that their tenant is provided with a copy of the Rules and Regulations and are aware of the consequences of fines, listed on the Fine Schedule, for violations. Violations will result in fines being levied against the Unit owner's Association account beginning on the first offense.

### Section 1. Violations

- ✓ When a violation of the governing documents or rules and regulations takes place, a written notice of the violation(s) will be sent to the Unit owner via email or USPS regular mail.
- ✓ Violations will result in fines being levied against the property owner's Association account on a per occurrence basis in accordance with Fountainhead West Condominium Fine Schedule.
- ✓ Fines are subject to the same collection policies as any other assessment.
- ✓ Violation fines will be in addition to any costs incurred by the Association including, but not limited to, costs for damages, hauling, clean-up, etc.
- ✓ Fees for fines are stackable in the event multiple violations occur simultaneously.
- ✓ Certain violations may result in continuous fines (daily, weekly or monthly) until the issue has been resolved.

### Section 2. Right to Appeal

- ✓ A property owner who believes that no violation has been committed may submit a written appeal to the Board of Directors through the Community Coordinator within ten (10) days of receiving the notice of violation. The owner may also request to be scheduled to appeal in person at a regular meeting of the Board of Directors. Appeals will be reviewed, and the property owner shall be notified in writing within ten (10) business days via email or USPS regular mail of the Board's decision.
- ✓ Fines will not be removed during the appeals process. Should the Board decide to grant the appeal, fines will be removed once a decision has been reached.
- ✓ Decisions of the Board are final.

### Section 3. Anonymous Reporting

Fountainhead West Condominiums allows for the anonymous reporting of suspicious activity and violations of the governing documents and rules and regulations. Anonymous reporting means raising a concern about suspected wrongdoing that is taking place in our neighborhood. The key feature of this anonymous reporting policy is the protection of the reporter's identity. This is essential to encourage individuals to come forward with their concerns without the fear of

retribution, retaliation, harassment, bullying, etc. This also helps the Association maintain compliance and uphold the commitment to a safe and clean neighborhood that can be enjoyed by all. Residents can trust that their identities will not be revealed under any circumstance, except to the Board of Directors for investigation purposes, if they request to remain anonymous.

# Fountainhead West

## HANDBOOK FOR OWNERS AND RESIDENTS

END OF DOCUMENT

FOUNTAINHEAD WEST CONDOMINIUM ASSOCIATION, INC  
OPERATING RULES AND REGULATIONS  
EFFECTIVE DATE DECEMBER 15, 2024