

Fontaine Condominium Association, Inc.

193 Rue Fontaine
Lithonia, Georgia 30038



Rules and Regulations

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INTRODUCTION

Fontaine Condominium Association is in a real sense is a “joint domain” meaning we all live in one home together. Experience has shown that “condominium living” requires that people sacrifice some rights, privileges, and individual traits for the common good of the Association as a whole. The Associations Governing Documents contain special individual restrictions that are automatically accepted when choosing to live here.

Our governing body – Board of Directors, is charged by the Governing Documents with administering the affairs of the Association including accountability of funds, maintenance of the common areas and enforcement of published rules. No individual member of the Board is authorized to waive any rule, right or privilege that has been approved and published by the Board.

Fontaine Condominium Association, Inc. is incorporated under Georgia law and is subject to the Georgia Condominium Act, GA. Law 1975, p. 609 et seq.

The Board is authorized in the Governing Documents to assess penalties in the form of fines for each occurrence wherein published rules are not observed, and to suspend temporarily the use of the common areas and the ability to bring a vehicle on the property during the continuance of a violation.

DISCLAIMER

Upon the publication date on the cover of this copy of the Rules and Regulation all other prior copies that may be in circulation will be rendered obsolete and void.

The Board of Directors may amend, modify, change, add or delete any Rules and Regulations and impose penalties at their discretion as warranted to maintain or improve the condition, quality and benefit of the property and community as a whole without regard for the inconvenience of any single individual. In the unlikely event a published Rule and Regulation inadvertently contradicts the Bylaws, or Covenants or any Amendment then the Bylaws or Covenants will prevail and the Rules and Regulations will be amended. In the event a Rule and Regulation inadvertently contradicts itself in the same publication then the Board of Directors will make the final determination as to the ruling.

DEFINITIONS

- A. Common Elements (areas)
“Common Area” refers those areas outside of the legal bounds of the units and includes grounds, roads and walkways, clubhouse, dumpster areas, hallways, and stairs. This is not a complete list
- B. Limited Common Elements (areas)
“Limited Common Area” refers to those portions of the common elements that are the responsibility of each owner. Those areas include individual carports and storage areas abutting a unit. There is only 1 storage unit per building (except building 12 which has zero) and that storage closet belongs to the unit it is abutting.
- C. Unit Owner
“Unit Owner” refers to the individual or entity that currently holds deed to a property.
- D. Occupant or Tenant
“Occupant” or “Tenant” refers to an individual or group of individuals that have the lawful right to occupy a unit.
- E. Board of Directors
The “Board of Directors” is the elected governmental body composed of 9 owners with the power to carry out the business and manage the affairs of the association.

OWNER ASSESSMENTS

- A. Owner assessments are payable on the first day of each month; past due if unpaid by the 10th, and subject to a late fee of 10 percent of the past due amount. Assessments that are delinquent after the 10th day of the month will also incur interest charges and legal fees and court costs.
- B. All fines imposed shall be an assessment against the owner and shall constitute a lien against that owner’s unit and shall be collectable in the manner as may be provided in the Governing Documents.
- C. Non-payment of assessments on a timely basis can place owners and lessee on a suspended list of common area privileges including the right to park a vehicle on the property and loss of voting rights.

MOTOR VEHICLES

- A. Motor Vehicles, must only park in designated spaces. Parking spaces are “first come, first served” unless it is an assigned and numbered parking space. Assigned parking spaces are only to be used by that Unit Owner / Tenant. Some owners may allow another person to use that space from time-to-time if both parties agree. The unit owner always retains the parking rights to their assigned space. Vehicles parked in someone else’s carport will be towed immediately without notice.
- B. No unregistered or inoperable vehicles shall be moved onto or kept on Association property.
- C. No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
- D. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, fire hydrants, community intersections, clubhouse, or other common or private areas. Parking on the street is not allowed except for the immediate loading and unloading of vehicles. The only exception will be during those times when a clubhouse function is in progress and even then vehicles may not block fire hydrants or prevent other vehicles from passing through.
- E. Vehicles, including but not limited to moving vans, may not be driven onto Association lawn areas without prior consent of the Fontaine Office. The Unit owner shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.
- F. The speed limit on the Association property shall conform to state regulations and all vehicles shall be operated in a safe manner.
- G. Vehicles in violation of this section may be towed at owner’s expense.
- H. No tent, camper trailer, automobile trailer or other movable or portable structure shall be used or permitted on the premises; and any such vehicles or structures, as well as boat trailers, boats, water crafts, garden tractors and other tools or power equipment cannot be stored on the property.
- I. No oversized commercial vehicles shall be kept upon said premises except in connection with the servicing and maintenance of said premises or in case of a temporary situation such as tenant or owner moving in or out of a unit.
- J. No one may store anything under their carport including an inoperable vehicle without the express written consent of the Board of Directors.

PARKING PERMITS

All vehicles of owners and renters **MUST** be registered with the Fontaine Office and display a FCA parking decal. All guests must display a visitor parking pass within the vehicle IF it will remain on the property overnight. Please fill out the following page and bring it to the Fontaine Office to obtain permits. Also bring the following with you:

- A. Drivers license
- B. Lease Agreement if renting or proof of ownership if you are a new owner
- C. Vehicle insurance
- D. Vehicle registration

Office hours vary so it's recommended you call and make an appointment - (770) 680-5534

We have a contract with Quick Drop Towing whereby they monitor the property regularly for parking violations and those vehicles will be tagged for towing at the vehicle owner's expense. Below is a copy of the sticker that would be affixed to a vehicle in the event a violation:

WARNING

YOU ARE ILLEGALLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED OR BOOTED AT YOUR EXPENSE

- ☐ Parked in a HANDICAPPED Space
- ☐ Invalid, Expired or Missing PARKING PERMIT
- ☐ Parked in a NO PARKING ZONE
- ☐ Parked in a FIRE LANE
- ☐ Unauthorized Parking in a RESERVED PARKING AREA
- ☐ Blocking Access to DUMPSTERS or TRASH RECEPTACLES
- ☐ BLOCKING ENTRANCE to Building or Driveway (a fire department regulation)
- ☐ IMPROPERLY Parked
- ☐ Vehicle NOT IN ACCEPTABLE CONDITION
- ☐ OTHER

DATE ISSUED _____ TIME _____ BY _____

This vehicle will be towed on DAY _____ DATE _____ TIME _____

The Covenants additionally allow for the Association to suspend the parking privileges of any owner or tenant if the monthly assessments are more than 30 days delinquent. This means that if the monthly dues are not current that owner or tenant may not bring a vehicle onto the property until those dues are current and those vehicles can be towed off the property at the vehicle owner's expense. To further clarify,

TENANT INFORMATION SHEET

All tenants are required to be registered with the Fontaine Office for communication purposes and in the event of an emergency.

On the back side of the Parking Permit Application is the Tenant Registration Form. Please fill it out and return to the Fontaine Office even if you do not need a parking permit.

PETS

- A. Any pet of a dangerous nature, as determined by sole discretion of the Board of Directors, is not allowed on the property. If a pet of this nature is found to be on the property, the owner of the animal will be given a short but reasonable period of time to relocate the animal. If the owner refuses to comply fines will be assessed.
- B. Any permitted pet must, at all times, be accompanied and under full control of their handler on any portion of the common areas or limited common areas.
- C. Any permitted dog must be leashed at all times and may not be tethered to any structure, tree, or object on the property.
- D. Owners must not allow pets to relieve themselves, at will, on the association property. Pets must use a designated area, as determined now or in the future, for that purpose. Pets may be walked around the edge of the property line near the fence. In any case the owner /handler of the pet is responsible for cleaning up behind the animal and required to dispose of the feces in a proper manor. A fine per incident will be assessed against the unit.
- E. Unit owners shall be responsible for all damages to association property caused by pets associated with their unit.
- F. Fontaine only allows customarily recognized domesticated animals as pets to reside within the community. Those pets can include but not limited to dogs (except those referenced in point "A" above), cats, and fish. Each unit may only house a reasonable number of approved pets and no unit may be used to breed or sell pets.

LANDSCAPING

- A. All plantings require advance approval of the Landscape Committee. This is to include flower beds, trees, and shrubs. All plantings must be modest in scope and may not contain any statuary or water features without prior approval.
- B. All approved plantings must be regularly maintained by the homeowner tenant and kept in an acceptable standard for each season. If the owner / tenant no longer wish to maintain the plantings they must be removed and the area returned to an acceptable condition.
- C. Flowerboxes, planters and hanging baskets are allowed on patios, porches, balconies, and terraces IF the Architectural Committee approves and they are seasonally maintained and do not pose a risk of falling or impeding on another unit. All dead or unhealthy plants in containers must be immediately removed and the containers stored out of sight. No artificial plants may be kept on the exterior of the buildings or be visible on any patio, porch, balcony, or terrace.
- D. An owner or tenant may not change the grading of any portion of the ground surrounding any building without prior approval of the Landscape Committee.

EXTERIOR MODIFICATIONS

- A. No unit owner / tenant shall make any structural addition, alteration or improvement to any building common elements, nor shall they paint or otherwise decorate or change the appearance of any portion of the exterior of any building or other common elements without prior written consent of the Architectural Committee.
- B. No owner or tenant may place upon the common elements or anywhere within a unit where it would be visible to the exterior of a building such as colored lighting, string or rope lights, ANY sign, banner, notice or advertisement of any kind. The only exception would be "For Sale" signs placed in a window or any legal notice posted by law or court order.
- C. No awnings, canopies, tents, shutters or radio or TV antennas including satellite dishes, lighting fixtures, or cameras shall be affixed to or placed on the exterior surfaces, roofs, or ground of any building, common elements or limited common elements, or part thereof without the prior consent of the Board of Directors.
- D. Seasonal decorations including decorative lights may not be placed in windows or on the exterior of the building or common elements without prior approval from the Board of Directors. If approved, seasonal decorations must be removed promptly at the conclusion of the season or holiday. After approval and installation of seasonal decorations the Board of Directors / Architectural Committee will review the display and request changes or alterations at their sole discretion up to and including removal of the display

DOORS AND WINDOWS

- A. Only doors and windows which meet the style and color approved by the Architectural Committee or Board of Directors may be installed. The unit owner shall be responsible for any damage to abutting structures or finished common elements resulting from the installation, maintenance of, or restoration of doors or windows associated with their unit. If such damage occurs, the Association requires said damage be repaired immediately at owners expense. If owner fails to make repairs to the damaged areas the Association may make reasonable repairs to the damaged area(s) and pass the cost onto the unit owner.
- B. Window screens must be maintained by the homeowner. All screens must be in good repair and functional. Any change to the color or style of the screen must be approved by the Architectural Committee or Board of Directors.
- C. All window glass must be maintained. All broken glass panes associated with a unit must be immediately replaced for the security and protection of the unit and the overall appearance of the building.

DOORS AND WINDOWS (CONTINUED)

- D. In order to maintain a uniform appearance of all buildings, all windows must reflect the same color toward the outside of the building. Unit owners have a choice between blinds and/or drapes. All blinds must be white or off white in color and be maintained in new condition. Drapes may be any color facing the interior of a unit but they must be lined in white or off white color facing the exterior of the building. Unit owners / tenants are forbidden to use alternative window coverings, ie:, including but not limited to: cardboard, aluminum foil, paint, plastic, trash bags, towels, tarps, or bed linens.
- E. The Architectural Committee and Board of Directors has the authority to require unit owners to maintain a consistent look of all exterior elements visible to the common areas and limited common areas. This requirement is to maintain a homogenous appearance to each building and not stand out or detract from the overall style of the community. This requirement may include but is not limited to: door knobs, door knockers, peep holes, unit number plaques, and decorations on patios, balconies, terraces, and sunrooms.
- F. Only low profile window air conditioner / heater units are allowed. All units are required to have a working central HVAC system. Window units are only to be used as a temporary solution during short periods where repairs of a main system are needed. Window units are not to be used as a long-term solution. See examples below:

Allowed



Not Allowed



USE OF COMMON AREAS

- A. There shall be no obstruction of the common areas nor shall anything be stored in the common areas without prior consent of the Board of Directors, except as provided for in the Rules and Regulations.
- B. Damage to any common element or limited common element caused by the actions of a unit owner or actions of their children, pets, guests or tenants or anyone else associated with said unit shall be repaired or replaced at the expense of the unit owner.
- C. No Clothes, linens, blankets, towels, or laundry of any kind, or other articles shall be hung out or exposed on or to any part of the common areas or limited common areas, including patios, balconies, terraces, or sunrooms. The common areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter and unit owners will be fined to cover the cost of removing said items.
- D. Barbecue grills and other cooking equipment should be confined to patios or other storage areas when cool and not in use. Grills may not be stored in a manner that detracts from the overall appearance of any building. Grills may not be stored in the entrance ways of any building, sidewalks or grounds around buildings. Charcoal must be emptied when cold and completely extinguished and placed in a dumpster. Never dispose of charcoal on the ground. Grills when in use must be a minimum of 15 feet away from any building, carport, landscaping, or any other area that could catch fire.
- E. The entrance of buildings as well as the common hallways and stairs are for the entering and exiting of the building and are not a "hang-out" or play space at anytime for any reason. The placement of chairs, tables, or other furniture is not allowed anywhere on the common elements or limited common elements without the express written approval of the Board of Directors. Decorative items and plants may be placed in the common hallway only after approval of the Board. Those items must be modest in scope and in good taste.
- F. No toys, bikes and the like may be stored or left anywhere on the common elements or limited common elements. Those items must be stored inside units when not in use. If items are found on the property they may be removed and discarded without notice and a fine may result in that action.
- G. G. No personal items may be erected or displayed and visible from the common elements such as advertising materials, signs, banners, flags, posters, decorations, etc. Exceptions may only be allowed with Board approval in advance.
- H. H. Smoking inside the common hallways or around the entrance of the buildings is never allowed.

USE OF LIMITED COMMON AREAS

- A. "Limited Common Areas" are those portions of the common areas provided for the exclusive use of certain owners, such as covered parking spaces and storage areas.
- B. The covered parking spaces are for the use of vehicles and other items as allowed by the Board of Directors. All covered parking spaces must be kept clean and clutter free by the owner of that space. The owner of that space assumes all liability for any damage to their property or that of others that may be caused by a failure of that structure or by any force of nature. The owner releases the association from any and all liability for any damage or theft that may occur. Owners and tenants are advised to park at their own risk.
- C. Any owner using a storage area is responsible for the maintenance and upkeep of that storage space including doors and hardware, walls, and lighting. No hazardous materials or other items deemed unsafe or dangerous may be stored in those areas.

FIREPLACES

- A. If a unit has a fireplace it is most likely for decorative purposes only. No unit occupant may burn anything in the fireplace unless it has been inspected by a qualified and licensed contractor that certifies the fireplace is safe to use. That certification must be current and on file with the Fontaine Office prior to use before each season.
- B. The location of any firewood to be used must be approved by the Fontaine Office before being placed anywhere outside of the unit.

FONTAINE CLUBHOUSE

- A. The Fontaine Clubhouse serves many purposes including housing the business office, social functions, and meeting spaces.
- B. In most cases, owners and tenants may reserve the clubhouse for social events. A nominal fee and a refundable deposit are required to rent the clubhouse. The space includes the clubhouse, kitchen, restrooms, and outdoor space behind the clubhouse. The clubhouse is reserved on a first-come-first-served basis and a reservation application is required. The Board of Directors has the right in its sole discretion to approve or deny the reservation. The Board may approve the reservation provided the responsible party meets certain criteria such as the person owns or is a tenant at Fontaine and is in "good standing" and the nature of the function is acceptable to the Board. Some examples of functions not allowed are: sales or business meetings that have nothing to do with Fontaine and house parties.
- C. Holiday rentals are very popular so it's important to book your event as early as possible.
- D. Cash is not accepted for rental fees or deposits and NO CASH is kept on the premises.

FONTAINE CLUBHOUSE (CONTINUED)

- E. All attendees must behave in an acceptable manner and noise must be kept to a minimum so as not to disturb other nearby units.

SALES & LEASING OF UNITS

- A. Any owner intending to sell their unit must notify the Board of Directors in writing of their intent prior to listing the property on the open market or through a private sale. The Board may require information related to the sale.
- B. Any owner intending to lease their unit must obtain permission from the Board of Directors prior to executing any lease and verify that the association is in open leasing status. Refer to the Covenants and any amendments relating to leasing requirements.
- C. Any owner that does not comply with leasing requirements will be subject to fines and / or legal ramifications.
- D. All owners/tenants are required to provide a copy of their lease to the Fontaine Office

INSURANCE

- A. The association maintains coverage to repair the structure and common areas in the event of a casualty claim. The association also maintains liability coverage to protect the association and an identification policy to protect the Board of Directors.
- B. Per the Covenants, Article VIII, Section 1 (i) "It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, title insurance on his individual residence, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss."
- C. It is highly recommended that owners that lease their unit to require the tenant to obtain a renters insurance policy.
- D. Copies of the current policies are available at hoabutler.com or a copy can be obtained by visiting the Fontaine office (a nominal fee may be charged for a printed copy).

TRASH AND GARBAGE DISPOSAL

- A. All trash and rubbish must be placed inside a dumpster. At no time may any garbage be left on the common areas or around a dumpster.
- B. All cardboard boxes must be broken down.
- C. No hazardous materials may be placed inside dumpsters or left on the common areas.
- D. No furniture, mattresses, appliances, construction materials, etc. may be discarded around a dumpster or on the common areas. If you have those items please contact the Fontaine Office for assistance.
- E. Cigarette butts are considered trash and may not be discarded on the ground.

PEST CONTROL

- A. The association is responsible for pest control in the common hallways and common areas around the buildings.
- B. Unit owners are responsible for pest control inside their unit and limited common areas.

MAILBOXES

- A. The association doesn't maintain copies of mailbox keys. After the mailboxes were installed in 2017 keys were distributed to the current owners at that time. If keys are lost or if the box needs to be rekeyed the owner / tenant must contact the Post Office for that service.
- B. If any mailbox becomes damaged it is the owners responsibility to work with the Post Office for the repair. The association may impose a fine for the damage in addition to whatever fees or criminal charges may be brought by the Postal Service.
- C. No one may place or affix any advertisements, flyers, stickers, or signs anywhere on or around the mailboxes without permission by the Board of Directors.

SECURITY

The Association may but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety at the Condominium; however, each Owner, for themselves and their tenants, guests, licensees, and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect their person and property and all responsibility to provide security shall lie solely with each unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness or security measures undertaken

FIREWORK / GUNFIRE

Although fireworks are legal in Georgia the Association forbids the use of them anywhere on the property at anytime. This includes firecrackers and sparklers. The risk of personal injury and property damage is too great to allow any type of firework to be used on the property. Failure to comply will result in a substantial fine. Also, celebratory gunfire is forbidden. Anyone engaging in this activity will receive a substantial fine and the act will be reported to the police.

No firearm, legal or otherwise, may be visible anywhere on the property at anytime. If, an owner, resident or guest owns and transports any firearm upon or across any common or limited common areas you are required to transport that firearm in an approved carrying case.

MAINTENANCE

All owners and tenants are expected to maintain their unit in a clean and sanitary condition. The owner is responsible for all maintenance within their unit and the Association maintains all common areas. The following is a list of some maintenance items and outlines the responsible party. This list may not be all inclusive so if you have any concerns you may reach out to the Board of Directors for clarification.

Windows / Screens / Doors – Owners are responsible to maintain these items and all of their components including all exterior window sills. Any changes must be approved prior to installation.

AC & Heating Units / Heat Pumps - Owners are responsible to maintain these units and any part thereof including but not limited to ducts, lines, hoses and any other apparatus that contributes to its operation even though it may be situated upon and / or run through the common elements.

Plumbing - Owners are responsible for maintaining any plumbing fixture or water supply line that serves only their unit from the point where the waterline leaves the individual unit's water meter including the water meter itself and any connection thereto up to the point where water is dispensed at an interior fixture. Even though those water lines may run through the common elements and walls / floor / ceilings of adjacent units, the owner of that waterline is still responsible for any repairs or damages caused.

The Association is responsible to maintain the water supply lines from the master meter located at the entrance of the property on Fairington Pkwy. to the point where the water line connects to the individual unit's meter and nowhere beyond.

From time to time or in the event of an emergency water service may need to be disconnected to one or more units for repairs and / or to prevent property damage. All efforts will be made to contact those affected units prior to the disconnection but may not always be possible depending on the circumstances. In the event that an individual unit has a water leak or overflow and the owner cannot be contacted or will not make the needed repair the Association reserves the right to temporarily disconnect water service to the unit to prevent damage to the structure, common elements, or other units until repairs are made.

All units are required by contract to only use the vendor of record to provide water service to their unit. As of the printing date of this copy of the Rules and Regulations the approved vendor is Jasber Utilities. No unit owner or tenant may contract with any other provider.

Plumbing (Continued) The Association does not provide any type of bill credits for water leaks that result in a large water / sewer bill. If the water runs through your meter you will be charged for it.

Sewer lines - The Association is responsible for maintenance of the “main” sewer lines in each building and on the property. In the event of a sewer backup into an individual unit(s) the Association is not responsible, as stated in the Covenants, for any damage caused by such an event but will work as quickly as possible to resolve source of the backup.

Owners are responsible for maintenance or repair of any drain lines associated with their unit up to the point where that line joins the “main” sewer line in the building and includes any connections to that point. For example, washing machine drains, bathtub drains, sink drains, floor drains, and toilet sewer lines. Owners and tenants are forbidden to flush anything hazardous down any drain that could damage the pipes or cause a clog. This includes adult or baby wipes; even if the packaging says they are “flushable” they are NOT. Any unit causing a backup in the building may be charged for the repair and fined for flushing anything down the drain that causes a clog or damage.

Electrical - Owners are responsible to maintain all electrical wiring, plugs, connections, fittings, outlets, switches, etc. from their individual electric meter and beyond. Georgia Power MAY maintain the lines leading to the electric meter but if not that is the responsibility of the unit owner.

The Association is responsible for maintaining the “House Meter” in every building that supplies power to the common areas including all wiring, outlets, switches, and fixtures associated with that meter.

Cable / Satellite - Owners and tenants have the responsibility to contact the Fontaine Office if satellite service is being installed in their unit. The Board of Directors must approve the placement of the wiring and satellite dish prior to its installation. If cable TV / internet is being installed AND existing wiring is being used without any changes to the placement of the cables on the exterior of the building then contacting the Fontaine Office isn't necessary. The Board of Directors, at their sole discretion, have the right to cause the removal, repair or replacement of any satellite dish or cable / internet service and corresponding wiring if prior approval isn't obtained or quality of the work is substandard or unsightly.

Balcony Structure - Any work required to repair or upgrade a balcony is the sole responsibility of the homeowner. This includes but is not limited to floors, walls, roof coverings, subflooring, support beams, and wall coverings.

MAINTENANCE (CONITNUED)

Balcony Coverings – Select upper-level units have coverings over the balconies that were not part of the original construction of the buildings (see picture below). These approved coverings were added by the individual homeowners at a later date in time. These coverings do NOT support the structure of the building and fall within the “meets and bounds” of the individual unit so therefore they are NOT considered part of the common elements. The maintenance, repair, and replacement cost of these coverings and the supporting apparatus are the responsibility of the individual unit owner to whom they belong. Because these coverings are clearly visible on the exterior of the building then any changes or repairs requires approval of the Board of Directors.

You can see in the example below that the covering and supporting apparatus is damaged and needs to be repaired. Although the mansard walls (shingles) and decorative arch over the doors are now within the confines of the covered patio they still remain the maintenance responsibility of the Association as they are original common elements and the addition of the balcony covering did not change that fact.



MAINTENANCE (CONITNUED)

Balcony Coverings (Continued) - All owners with upper-level balconies whether covered or not are responsible to ensure their balcony is weatherproof and well insulated against water infiltration so that no water (rain, snow, ice, etc.) is allowed to enter the structure of the patio and damage the building supports or the ceiling to the patio below. These balconies should by design have functioning floor drains to keep water flowing outside the building so make sure they are not covered or clogged.

Roofs and Gutters – The association is responsible for maintenance of all flat roofs, mansard walls (the type of roof with shingles or cedar shakes), gutters and downspouts. The Association will repair these areas on an “as needed” or “priority” basis but as stated in the Covenants the Association cannot be held liable for any damage caused to the interior of any unit or personal property caused by water flowing from any of the common elements.