



## RULES AND REGULATIONS

It is the purpose of the Association to promote a well-maintained, well-managed condominium and it is believed that these rules will benefit **all** the residents.

Your Board of Directors will welcome the assistance of all the owners in enforcing these regulations.

The Rules will be reviewed from time to time and appropriate changes may be made in accordance with the experience of the Association *and needs of the community*.

**Any fines issued for violation of these Rules and Regulations will be levied in accordance with Florida State Statutes and other documents of the Association. Collection of unpaid fines may include, but not limited to, interest, penalties, Attorney Fees, and judgments against the Unit and personal judgments against the Owner.**

### PARKING AND VEHICLES:

1. Fountainhead has extremely limited parking. Please be considerate of your neighbors by following these rules. Do not park in someone else's parking spot without written permission.
2. Each unit has one parking space other than the garage. Many people use the garage for storage but it is one of your two (2) parking spaces.
3. The second parking space is marked with the building number and Unit number
4. There are a few extra parking spaces on the condominium property, but guest parking is extremely limited.
5. There can be no parking in the *paver lined entry/walkway area* directly in front of the entryways, due to fire regulations. **THIS IS A FIRE LANE!** (These pavers are different in color from the parking space pavers.)

No one is permitted to use the roadways around the perimeter for permanent additional unit owner/or guest parking space. Parking in front of the Clubhouse is for guests and users of the Clubhouse/Pool and not for permanent additional unit owner parking.

**There can be no parking at anytime in any area that will obstruct clear visibility around curves, turns and gate areas on the perimeter roadway or in front of any fire hydrant. It is your responsibility, if you have a guest, to let them know not to park in the Fire Lane or they will be towed as required by Indian River County Fire Regulations.**

No unlicensed or inoperative vehicles are permitted on the condominium grounds.

No boats, personal water craft, campers, commercial vehicles, recreational vehicles or trailers are permitted on the condominium grounds.

**Definition of Commercial Vehicle:** Any vehicle that does not fit into the designated parking space, either Length wise or Widthwise, including any attachments there to, such as trailer hitches.

Any vehicles that have racks designed to carry ladders, pipes, etc... or that has writing on the sides are deemed to be a commercial vehicle.

**It does not matter if the vehicle is registered with the State as a Commercial Vehicle or if it is used only for personal transportation.**

Automotive repairs are not allowed on condominium grounds.

All unit owners will be issued one (1) access gate remote (Clicker) opener. Unit owners are allowed to purchase one additional remote opener. Unit owners are responsible for supplying their tenants with remotes. Remotes will not be assigned directly to tenants.

Any vehicle owned or utilized by an owner or a tenant found parked (constantly) in other than the assigned parking spaces for the unit will be considered illegally parked and may be towed or booted. If you are parked in other than your assigned spaces you should leave a note in the window stating how long you will be parked and estimated time you will be moving the vehicle. Note must contain a local phone number (mobile or land line and the Building and Unit Number that you are in)

When a rental vehicle is being used we should display a note, as mentioned in the paragraph above, showing the Bldg and Unit number, local phone number and the words "Rental Vehicle". If a rental vehicle is going to be used for several days, the Management Company should be contacted and given the license plate number. That way the Rules Enforcement Committee can check before any violations or towing takes place.

No one is allowed to park in another unit's parking spot without written and signed authorization from that unit's owner. Emails will only be accepted if sent from the *conveying owner's* email address, otherwise it will have to be delivered in person to the property manager.

As per Section 6.2 of the Declaration of Condominium, **a unit owner shall not sell or assign his right to use his assigned parking spaces.**

### **FOR REPLACEMENT OF REMOTES**

**Contact: First Service Residential.** Entry Gate remote replacement cost is \$50 USD per remote

### **VISITORS:**

Due to the limited parking situation at Fountainhead, Overnight Visitors may utilize guest parking for a maximum of three (3) nights or four (4) days without a Visitor Parking Permit, however those Guest should place a note in the window of their vehicle stating the Building and Unit where they are staying and a local telephone number at which they can be reached.

Failure to leave the note could result in the vehicle being towed. This 3 night 4 day grace period is to accommodate unexpected weekend guests. If guest are staying longer than said period, the Unit Owner must obtain a Visitor Parking Permit from the Management Company during normal business hours.

Due to extremely limited guest parking at Fountainhead, it is necessary for us to enforce the parking regulations. These parking rules have been pared down in an effort to ease the manner in which our residents can accommodate their Guest and providing a more common sense approach to activities of the community.

If these rules are abused they will be handled on an individual basis and could result in Fines and vehicle towing or booting costs.

### **NEW RENTALS**

**All Rentals must be approved by the Board.** The Board will not approve any lease for Units with "past due" assessments and fines until the account is brought current. Unit owners who wish to rent their units must contact the management company to begin the approval process **at least five (5) business days before the renter desires to move into (take possession of) the unit. Renters are not allowed to move into the unit unless the Application has been approved by the Board.** Failure to file your Application before the renter moves in will result in a penalty being assessed, as per Florida State Statutes.

**The Lease Application Fee is \$100.00 per application, to be paid at the time the Management Company receives the Application.**

**The Lease Application Package must be supported with a recently completed Background Check and/or a Patriot Search. The Management Company will perform these checks for a fee of \$50.00.**

**The Lease Application Package must contain the “Assignment of Rents Agreement” signed by the Unit Owner and the Tenant. (The Assignment of Rents Agreement was put in place to ensure that all Condo Common Charges, penalties or other fees are up to date. If not, the Tenant is required to make the rental payments to the Management Company “for the benefit of the Fountainhead Association” until such time all fees are current.**

### **Other Rental Requirements:**

1. You will need to provide the management company with the name of any Agent you have retained to manage the unit, if applicable.
2. You will need to provide the prospective tenant with a copy of **The Rules and Regulations** — which can be furnished by the Management Company at the request of the Owner.
3. You will need a signed statement that the Tenant has received, read, understands and has agreed to abide by these **Rules and Regulations**.
4. *The Board reserves the right* to interview the prospective tenant prior to approving the Lease Application. The interview may be conducted by a Board Member, another Association Member or Committee Member as determined by the Board. *This interview, in part, ensures that the prospective tenant has received the required condo documents, understands those documents and serves as a Welcoming Introduction into the Community.* It also gives the prospective tenant a chance to ask about what services are available in the area and what is expected from them.
5. **The Unit Owner is ultimately responsible for any actions by his Tenant regarding Conduct and adherences to Condo Documents relating to the Fountainhead Community.**
6. **Florida law requires that occupancy consist of no more than 2 adults per legal bedroom.**
7. Recent changes in Florida State Statutes 718.110(13) prohibit Associations from limiting the number of times a homeowner can rent their units during a specified period (unless owners consent to the amendment or who acquire title after the effective date of that amendment.)

**Note: Florida State and Local governments require that any Lease of 6 months or less are subject to various taxes (income-tourist taxes and others) as may be imposed by those agencies.**

**Units will not be sub-leased by the current Tenant.** No more than two (2), non-related persons may occupy a leased Unit at any time. **The names of all persons occupying the unit, as a resident, must be filed with the Management Co. prior to moving in.** If additional persons occupy the unit at a later date, the Management Co. must be notified, Board Approval obtained and a background/patriot search conducted at the owner’s expense. If that person is added to the Lease and is charged with the paying of the rent, he/she must also sign the “Assignment of Rents” agreement. The lease of a Unit shall not discharge the Owner thereof from compliance with any of his obligations and duties as a Unit owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a Tenant to the same extent as against a Unit owner. (Declaration of Condominium 12.3) Unit owners, who violate the rules of this paragraph, shall be fined in accordance with the above mentioned Documents.

8. All leases are subject to Background and Patriot Searches performed by a company providing such service and a copy provided to the Management Company for filing and Review by the Board of Directors. The cost of this service will be paid by the Unit owner submitting the Lease Application.

All Unit owners who rent their Units to ANYONE, regardless of whether family or friends, for more than **20** days shall contact the Management Company to begin the approval process. Unit owners who fail to do so will be subject to a fine of \$100.00 per violation.

All Lease Application Request will be handled as expeditiously as possible. Request for expedited handling will be considered on an individual basis. Owners should, however, expect the full five (5) business days for approval, depending on the amount of information supplied by the Owner in the Application Request.

## **PETS**

No animals, livestock or poultry of any kind may be raised, bred, kept or permitted in any unit with the exception of domesticated dogs, cats or other usual and common household pets. Exotic pets, such as, snakes, pigs, large lizards, illegal birds, large wild cats or alligators are not permitted.

Dangerous breeds (or any mix of these dangerous breeds or any animal exhibiting aggressive behavior) are not permitted. This includes, but not limited to, Pit Bulls, Staffordshire Terriers, Doberman Pinchers, Rottweilers, Presa Canarios, Can Corsos, Mastiffs, German Shepherds, Chows, Akitas, Alaskan Malamutes, Siberian Huskies and Wolf-hybrids.

Dogs shall not weigh more than 25 lbs. This is the weight of the Dog when it is full grown. If the animal is of a breed that suggests it may exceed that weight when mature approval should not be expected.

Approval of a pet is for that animal only. If it dies or is otherwise replaced a new Pet Application must be completed and approved PRIOR to bringing the replacement into the community.

Unit Owners are permitted to keep a dog or a domestic cat on the condominium property if the owner of the pet respects the following rules:

- Exotic or undomesticated animals are not permitted (see paragraph above);
- ***Owner must promptly collect and clean up any feces from pets;***
- Pet may not be maintained on the Common Elements, and ***no animals shall be permitted to commit a nuisance in any public portion of the Condominium buildings or grounds;***
- Pets shall not be permitted unaccompanied outside any dwelling;
- Pets must be taken in and out of Units on a leash or carried by the owner when on the Common Elements;
- Each Owner shall assume full responsibility for any damage to persons or properties caused by his or her pet;
- ***Excessive dog barking which disturbs the neighbors will not be permitted;***
- The right to maintain a pet is subject to revocation and termination, by the Board, at any time for cause and when in their sole determination that such pet is either vicious or annoying other Owners, or otherwise a nuisance, or upon failure of Owner to comply with these restrictions;
- All pets must be approved by the Board of Directors prior to purchase or lease of a Unit;

- The Association shall have the power to change the restriction pertaining to pets from time to time, but if pets have been permitted prior to the change in these regulations, such change shall not affect the rights of Owners/Tenants to keep such previously permitted pets. The changing of this rule in the future does not constitute favoring one owner/tenant over another;
- Each Unit may house one (1) dog or one (1) cat. **Only one (1) pet per Household (Unit);**
- All pets must have current shot records prior to being admitted into the Fountainhead Community. This record must be filed with the Management Company and kept current. **No exceptions.**

### **Additional Pet Notes**

1. *If your pet is a nuisance to the Community or you are not picking up after your pet, you will get one warning. After one warning you will be fined up to \$100 per violation.*
2. *If your pet attacks anyone, your pet will be reported to Indian River County Animal Control Board and you will be required to immediately remove the pet from the premises.*
3. *Your pet must be on a leash at all times. If your pet is observed off leash, you will receive one warning. After one warning your pet will have to be removed from the premises.*

*There will be no distinction made between Unit owners and Tenants/Renters. We must be considerate and respectful of our neighbors at all times, whether you are being observed or not.*

### **DELINQUENT ACCOUNTS:**

All Unit owners are kindly asked to pay their monthly maintenance fees on time. For your convenience electronic funds transfer is available, please contact the Management Company to sign up. The following schedule will be enforced for those who do not pay their monthly maintenance fees on time. Payments are due on the first (1<sup>st</sup>) of each month and are considered delinquent if not received by the tenth (10<sup>th</sup>). Late fees and interest will be charged to accounts **beginning with the 11<sup>th</sup> day**. Past due accounts will receive a demand notice after the **10<sup>th</sup> day grace period**. If payment is not received by the 30<sup>th</sup> day following the date the payment was due, the account will be designated for collections with the Association Attorney.

Delinquent accounts will be dealt with timely and aggressively in order to hold down the lost of monies to the Association.

### **COMPLIANCE BY UNIT OWNERS AND/OR TENANTS**

1. Unit owners and occupants shall comply with these Rules and Regulations.
2. Failure of a Unit owner or occupant to comply with the foregoing may be subject to legal remedies including, but not limited to, suits for monetary damage, injunctive relief, Judgments or any combination thereof. The Association shall have the right to suspend the voting rights in the event of failure to comply.

## **RULE ENFORCEMENT**

These Rules and Regulations will be enforced as follows:

1. Violations will be called to the attention of the violating Owner and/or Tenant by the Management Company.
2. The first step is a letter notifying the Owner and/or Tenant of the nature of the violation and the date of the occurrence and giving the Owner 14 days to rectify the situation and a date time and place for a hearing where the offender may contest the violation.
3. The Owner should notify the Management Company that the Violation has been corrected.  
If the situation is corrected, no further action will be taken.
4. If the situation is not corrected, appropriate action which may include the imposition of reasonable fines (as outlined in the Florida State Statutes) will be implemented.
5. Owners are ultimately responsible for the compliance of their guests and Tenants to the Rules and Regulation stated herein.

## **RELIEF**

The Board of Directors shall have the power, but not the obligation, to grant relief to one or more unit owners under the particular circumstances involved from the provisions of specific restrictions, contained in these Rules and Regulations. Written request for relief from these Rules and Regulations must, in the sole opinion of the Board, show good cause for such relief. Any such request must be delivered to the Management Company for distribution to the Board Members for consideration and action.

## **NOISE**

1. Please be considerate of your neighbors at all times;
2. In order to ensure your comfort and that of your neighbors, all noise shall be kept to a minimum between the hours of 10:30 pm and 8:00 am;
3. Radio, stereo and television audio shall be turned to minimum volume between the hours of 10:30 pm and 8:00 am;
4. All construction and maintenance work must be done between the hours of 8:00 am and 6:00 pm. (exceptions may be approved at the Board's discretion).

## **TRASH COLLECTION**

1. Each Unit owner or Tenant must have their own garbage container of **heavy plastic** with a tight fitting lid.
2. All trash must be placed inside the trash can and placed in front of the unit for collection. Do not put out plastic bags instead of trash cans. Bulk items that do not fit into the trash can should be bundled and left next to the trash can.
3. Trash containers should be put out early on the morning of trash collection and must be placed back in your garage, as soon as possible, the same day or in the case of a late evening collection, the following morning.
4. Trash bags and trash cans may NOT be kept in the entryways, hallways or in front of the unit, the garage or on the side or rear of the building. (They must be kept within the Unit or garage)



## **TRASH VIOLATIONS**

Violation of the above Rules will result in one (1) warning. If the Owner/Tenant continues to violate these Rules the Unit owner will be fined, as per any other Violation.

## **ACCESS OBSTRUCTIONS**

Sidewalks, entrances, passage ways, stairways, corridors and halls must be kept open and shall not be obstructed due to fire regulations.

## **CHILDREN**

1. There are no restrictions of children within the Community, however, there are no playground facilities for children;
2. Parents shall be held responsible for the behavior and safety of their children;
3. Children must be supervised at all times;
4. Skateboarding is not permitted in the paver areas in front of the units or at the pool;
5. Minors under fourteen must be accompanied and supervised by an adult, eighteen years of age or older, while at the Clubhouse, Gym and Pool;
6. There are no Lifeguards on duty at the pool; therefore use is at own risk.

## **CLUBHOUSE**

The Clubhouse is for use of the residents and their Guest. Please help keep the Clubhouse clean. Do not leave behind trash, such as empty cans or cups, with out rinsing them out first. If these are left behind in the trash they will immediately attract Ants. No leftover food items should be disposed in the trash can. After using the Gym, please close any windows that were opened - turn off any lights and reset the air conditioner no higher than 78 degrees F and no lower than 76 degrees F.

## **DESTRUCTION OF PROPERTY**

No Owners, Tenants/Renters, their dependents nor their Guests shall mark, damage, destroy, deface or engrave any part of the property belonging to the Association. Owners shall be financially responsible for any such damage.

## **BALCONIES, TERRACES, PATIOS AND EXTERIORS**

1. To maintain a uniform and pleasing appearance of the exterior of the building, no awnings, screens, glass enclosures, projections, or trellises shall be attached to the outside walls or to the balcony. This includes any type of screen or umbrella (other than a self supporting umbrella of the patio table type);
2. No towels or articles of clothing or other linens shall be hung to dry on the balconies or Patios;
3. No structural alterations (construction, addition or removal) of any condominium unit or Common Elements shall be commenced without the **express written permission of the Board of Directors and with the approval of a structural engineer;**

4. Members may display a portable removable United States flag in a respectful way. **Flag size is contained in the Florida State Statute.** Mounting will be requested from The Management Group in accordance with instruction from the Board since the mount is attached to the exterior of the building and placement and height may affect others and in order to present a uniform appearance.
5. Owners are responsible for the maintenance and repair/replacement of any lighting fixtures on the balconies where they have exclusive access;
6. Hurricane protection, in the form of storm panels, accordion shutters and roll shutters may be attached to the exterior surface of the building with the following specifications and conditions:
  - All tracks and housing should match the color of the exterior to which they are mounted;
  - All bolts nuts and screws must be stainless steel or painted to match the exterior surface;
  - The color for accordion shutters must be ivory, which most closely matches the exterior surface color of the building;
  - All shutters must meet Florida Building Code;
  - All shutters must be approved by the Architectural Review Committee as to design, type and color;
  - **Any damage done to the building, roof or other property during the installation of these shutters shall be repaired at the Unit Owners expense.**

## **CLEANLINESS, SAFETY, AND RESPECT FOR YOUR NEIGHBORS**

1. Members shall not allow anything to be thrown or to fall from windows, doors or balconies
2. No sweepings, debris or other substances shall be permitted to escape to the exterior of the building from the windows, doors or balconies or to the interior of the buildings from the hall doors

## **ODORS**

No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become obnoxious or an annoyance to another unit owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

## **COMMUNICATIONS WITH UNIT OWNERS/TENANTS**

All residents must establish a method of “time critical” communication with the Management Company and the Board of Directors. This can be a telephone (land line), Mobile Phone or other method approved by the Board and Management Company. This is necessary in case there is an Emergency, such as, a leaking pipe within a Unit. This telephone number or contact must be filed with the Management Company. (Also, see Keys below).

## **GARAGE DOORS**

Garage doors are the responsibility of the Unit Owner. If they are damaged to the extent that it distracts from the appearance of the Dwelling or Community as a whole, they must be replaced with a like door and/or Panel and painted to match existing doors.

It is also very important to ensure that the doors Safety Switches are adjusted properly. The electric eye only stops the door from closing if the beam is broken. **It does not stop or reverse the door if something (such as a pet) or someone is under the door itself.** If you need help with this adjustment contact the Management



Company or a member of the Board for assistance. This sensitivity switch should be checked and adjusted at least once a year or any time you suspect it has changed. It's a very simple 3 minute job. It can be accomplished by one person, but two should be used for the sake of Safety.

## **KEYS AND/OR COMBO'S**

1. Residents must abide by right of entry into units in emergencies. In case of any emergency originating in or threatening any unit, regardless of whether the Resident is present at the time of such emergency, the Management Company, the Board of Directors of the Association or other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. To facilitate entry in such emergency the Owner/Resident of each unit shall **deposit a key, and/or combo**, to their Unit with the Management Company who shall control those keys and/or combos;
2. The Management Company shall have a duplicate key/combo to each unit and to the outside entry doors for the units on the second floors. In the event the owner fails to supply the duplicate key in accordance with Declaration Articles, By-Laws or these regulations, the Association shall not be responsible for any cost or expenses incidental to a forced entry into the Unit. The Owner/Resident must deliver the keys and/or Combo's to the Management Company or notify one of the Board Members when and where to receive the keys/combo's;
3. Agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Nothing herein shall relieve the Association of its duty of ordinary care while carrying out its responsibilities or from its negligence or willful activities that caused damages to a Unit Owners property;
4. **If Unit is protected by an alarm – that entry code must be given to the Management Co. Any cost for Police Dispatch shall be borne by the Unit Owner.**

## **SOLICITATION**

There shall be no solicitation by any person anywhere in the community for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors.

## **ANTENNAE**

Except as mandated by the Rules and Regulation of the Federal Communication Commission, no outdoor television or radio antennae are permitted in the Community, unless otherwise approved by the Association, **in writing**. Approval may be withheld at the sole discretion of the Board.

## **WEIGHT LIMITATIONS**

No Unit owner/resident shall place any weight on any portion of his unit which shall interfere with the structural integrity of the building.

## **SIGNS**

1. No signs, including "FOR SALE" or "FOR LEASE" signs may be displayed upon the Condominium property without written consent of the Board of Directors of the Association (This includes signs posted inside of windows or doors);
2. The only exception shall be **"OPEN HOUSE" signs on the day of the open house only**. These signs **shall** be taken down and removed at the end of the day.

## **STORM PREPARATION**

Each Unit owner/Resident who plans to be absent from his/her unit during the hurricane season must prepare his unit prior to departure by:

1. Removing all furniture and plants from his/her terrace (patio) or balcony;
2. Any Unit owner who plans to be absent from his/her Unit during hurricane season or for any extended period of time shall designate a representative to prepare his/her Unit for a hurricane. This shall include positioning the shutters to a protective state and returning them to hidden position when the storm has passed and/or the warning is lifted. The Unit owner shall furnish the Management Company with the name of the representative;
3. Shutters must remain open except during a hurricane warning;
4. Management shall have the right, but not the obligation, to enter a condominium unit for the purpose of opening and closing hurricane shutters. The Association will not be responsible or liable for any damage incurred by not performing such operation.

## **PLANTS, ARTIFICIAL VEGETATION AND EXTERIOR SCULPTURE AND OTHER ITEMS**

No artificial vegetation shall be permitted on the exterior of any Unit. Exterior sculptures, fountains, flags (other than an American Flag as previously stated) and similar items must be approved by the Board. To have a uniform and pleasing appearance, unit owners are not allowed to plant or remove any type of trees or plants on common areas without Approval from the Landscape Committee and **written consent** from the Board. All trees and plants that are planted on Common Areas become the property of the Association and may be pruned and trimmed as necessary.

Pots and/or plants are not allowed on the ledges of balconies for Safety Reasons. Pots and/or plants shall be limited in number and size so as to project an uncluttered, pleasing and uniform appearance. If objections are registered by neighbors, the Board will review and determine if the compliant is justified and issue a ruling on the matter.

## **WETLANDS AREA**

**Due to the Liabilities to the Individuals and to the Saint Johns River Water Management Authority (Possessors of the Easement) no one is allowed into the Wetlands Area. This area is, as the name implies, a designated wetlands area and therefore suppose to be left in its natural state. As of this time, the Association has no obligation to maintain the area, although it is part of our common area. Fines for disturbing this natural area can be substantial.**

**If the area becomes a hazard, such as a fire threat during the dry season, the Fire Marshall will have to make that determination and supply the Association with a Letter stating such. The Association can then force the S.J.R.W.M.A. to inspect and take the necessary corrective action to eliminate the hazard. We, as an Association, can do nothing to or within the Area.**

## **POOL RULES**

**There are no lifeguards on duty at anytime; therefore, the use of the Pool is at your own Risk.** Children under the age of 14, and anyone under the age of 18 if they cannot swim must be accompanied by an adult 18 years or older.

The use of the Pool is for Community Residents and their Guest. If you see someone that you do not believe is authorized to use the facilities approach them in a friendly manner, introduce yourself and ask which Unit they are occupying or visiting. If they are clearly not authorized to be there, explain that the facilities are for residents only. If they do not leave notify the Management Company and ask that they be removed. If it is the weekend and you cannot get hold of the Management Company or a Board Member, notify the police and they can escort them out of the complex. **Do not get into an argument with the Violators!!**

**It is the same as the state park trash rules, if you bring it in, then you take it out.**

1. No glass containers of any type are allowed in the pool or the pool deck area;
2. No food allowed in the pool. Use Clubhouse or deck behind the Clubhouse;
3. No persons (babies or adults) are allowed in the pool with diapers;
4. Appropriate swimwear must be worn at all times;
5. No floats or raft type devises **except** personal flotation devises (PFD's) are allowed in the pool;
6. The Pool is closed (mainly due to noise) between the hours of 10:30 PM until 8:00 AM daily;
7. Entry into the Pool area must be by the use of the Key FOB. (No climbing over the fence - it is aluminum and bends easily)

## **Ponds**

1. Fishing is permitted as a "Catch and Release" policy only. Please do not consume fish from these ponds;
2. While fishing, please respect your neighbor's privacy;
3. There shall be no other water activities (swimming, boating, diving, etc.) in the Ponds.

## **Grills**

Cooking Equipment for other than one, and two family dwellings:

No hibachi, grill or other similar devices (including electric grills) used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhang portion, or within 10 ft. of any structure. (NFPA – 10.11.6.1)

No hibachi, grill, or other similar devices used for cooking shall be stored on a balcony. (NFPA – 10.11.6.2)

**COMMUNICATION WITH THE MANAGEMENT COMPANY**

(SEE THE FOLLOWING PAGE FOR COMMUNICATION FORM)

**First Services Residential**

3055 Cardinal Drive, Suite 300

Vero Beach, FL 32963

Phone: 772-562-9031

Property Manager: Henry Richer

[henry.richer@fsresidential.com](mailto:henry.richer@fsresidential.com)

Phone: 772-562-9031

Fax: 772-562-9998

Please sign and date below, indicating you have read and agree to abide by the Rules and Regulations set forth at Fountainhead Garden Villas & Penthouses.

**(Return signed original of this page to FirstService Residential)**

\_\_\_\_\_  
**Signature**                      **Date**                      **Signature**                      **Date**

**Building and Unit Number** \_\_\_\_\_