

HANDBOOK  
FOR  
**Fountain View Villas**  
**Association**  
Guidelines, Rules and Regulations  
2023



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## **INTRODUCTION**

As a result of purchasing a Unit in the Fountain View Villas Community we have all agreed to accept and are legally bound by the Master Deed and the By-Laws of our Corporation.

This handbook is intended to help you more readily understand the simple guidelines for our community living. Please note that this handbook is a **SUMMARY** of the rules and regulations of the Fountain View Villa Association Master Deed and By-Laws. It is the responsibility of each Unit Owner, or renter-resident, to acquaint each household member of the value of observing these rules and regulations.

Your cooperation is important! Your neighbors will appreciate it.

## **USE OF UNIT**

### **A Unit consists of the lot and the villa.**

All Units in Fountain View shall be used exclusively for single-family residence purposes. Unit Owners may lease (minimum 12 months) their Unit provided written disclosure is submitted to the Association prior to such lease transaction and that this disclosure ensures compliance with the pertinent articles of the Master Deed and By-Laws.

## **CHANGE OF OWNERSHIP**

A Unit Owner must provide the purchaser with a copy of the Master Deed and By-Laws. The Unit Owner is also required to advise the board as to the name of the purchaser and the exact closing date. If necessary, any outstanding Association dues will be collected at the closing.

## **ASSOCIATION GOVERNMENT/BOARD OF DIRECTORS**

As part of a non-profit corporate entity Unit Owners elect members to the Board of Directors to administer the Master Deed and By-Laws and to govern and manage the affairs of the Association. Board members are responsible for all facets of the administration of the Association including preparation of annual budgets; assessments; making and enforcing rules and regulations; oversight the maintenance activity; long range planning and financial stability.

Your representatives, the Board of Directors, are elected annually. The term of office is two years. There are five board members with two or three positions up for election on alternate years.

The Board meets quarterly and as needed to complete the business of the Association. There are no closed meetings and all Unit Owners are invited to attend. Contact any board member for dates and times.

***Your participation is the most important part of our Association Government. You are encouraged to consider serving on the Board of Directors or to work with your neighbors on necessary committees as needed from time to time.***

Unit Owners meet twice a year to discuss a full range of issues pertinent to the governance of the Association. These meetings are held in October and May All Unit Owners are urged to attend. Unit Owners have the right to ask that any item of business be placed on the agenda of the Owners Meeting through a written notice to any board member.

### **ASSOCIATION FEES**

As set forth in the By-Laws, the Board has the responsibility to annually budget the dollars necessary to operate the Association and to pay the bills for the coming year. Once the Board has approved the new annual budget, individual association fees are determined. Our fiscal year coincides with the calendar year. Prior to the new calendar year, you will be notified of the coming fee schedule and be given a copy of the entire budget with a breakdown by line item of expected expenses. Association fees are due and payable on the first of each month. Any payment received after the 10th of that month will be considered delinquent and assessed a late charge.

The Board will establish the maximum delinquency that is acceptable. When this level has been reached, the Board will initiate collection procedures. The expense to do this will be assessed to the delinquent Unit Owner.

Note: There have been isolated instances where Unit Owners have withheld all or part of their Association fees because of alleged deficiencies in services provided. Please be advised that there is no legal basis for this action.

### **ASSOCIATION RESPONSIBILITIES**

Because a full-time labor force is not practical, the Association contracts for several services. The following are among these provided services:

- **LAWN CARE:** Mowing, fertilizing and weed control, as well as other landscaping services are negotiated in a contract with a landscape service provider.

- **SNOW REMOVAL:** All roads are to be plowed and all walkways shoveled before 7:00 AM. Snowplowing is to commence within a reasonable time after the accumulation reaches 1.5", our goal is to have everything cleared by 7:00 AM under most snow conditions, but A heavy snowfall or a snowfall that accumulates after 1:00 AM could result in a delay in service completion.
- **ROAD REPAIR:** All private roads are inspected annually, and all surface faults are repaired. A special Road Reserve Fund is maintained for any and all required private road maintenance.
- **PAINTING/STAINING:** The Association is responsible for painting/staining each villa on a schedule established by the Board.

### COMMON ELEMENTS

All land, roads, and other surface improvements not located within the Unit (lot plus villa) are considered "common elements." The cost of maintenance, repair, and replacement of these "common elements" will be borne by the Association except to the extent of repair due to act or neglect of a Unit Owner or his agent, invitee, family member or pet.

### INSURANCE

The Association maintains an insurance policy that protects the public against losses resulting from bodily injury or property damage on the "**common elements**" of the Association. It provides a limit of insurance "per person" for bodily injury and property damage liability. This means that as a Unit Owner you are protected for this type of loss and will be represented by the insurance company in any legal action brought against the Association.

**It must be stressed that this liability policy does not insure the unit (lot plus villa). Insurance coverage for all improvements within the unit is the exclusive responsibility of the Unit Owner.**

**All Unit Owners are urged to contact their personal insurance agent to assure adequate protection for their property.**

### IMPROVEMENTS OR MODIFICATIONS

(Please see the Villa Exterior Maintenance Policy for detailed information and specifications)

The Board of Trustees has the responsibility for maintaining and assuring the use and enjoyment of the condominium. Implied in this is the development and enforcement of rules and regulations to assure the

architectural integrity, quality, and environment of the neighborhood. This is inherent to maintaining the value of each Owner's home and land. To assist the Board in the fulfilling this responsibility the Architectural Advisory Subcommittee has been established.

Any proposed change, modification and/or addition to the exterior of an existing structure must have Board approval. Unit Owners wishing to make changes must submit their request in writing along with detailed sketches and the approval of their Unit Owner neighbors adjacent to their Unit to the Architectural Advisory Subcommittee for review and recommendation to the Board. Changes made without approval may result in the Association ordering restoration to an "as built" condition, with appropriate charges assessed to the Unit Owner.

### VILLA PAINTING/STAINING

The Association is responsible for painting/staining the Villas according to a schedule to be determined by the Association. This service includes surface prep work; painting/staining of siding; trim; eaves and overhangs; and painting of overhead garage doors; front entrance doors and service doors.

Villas are painted/stained with Unit Owner choice of Board approved colors. Costs for trim color different than Villa color is the responsibility of the Unit Owner and will be billed directly to the Unit Owner by the contractor. Garage doors must be the same color as the villa or trim color.

If any deck has been enclosed, the Association is responsible for painting/staining the "exterior" of the enclosure. The "Interior" of the enclosure is the responsibility of the Unit Owner.

### SIDING REPLACEMENT & REPAIR

Prior to the scheduled painting/staining of the Unit, **the Unit Owner** is responsible to have the Unit inspected for siding/wood damage and for the subsequent repair or replacement of damaged areas. The specifications for such repair and replacement are based on the original specifications:

#### **Wood Wall Siding**

Material Type: 11/16" X 8" Bevel Cedar

Stain Color: Unit Owner's Option from Approved Colors

Cedar Board Material: 1" X 6" Rough Sawn Cedar

All boards must be primed on all sides.

#### **Wood Soffits & Facia**

Soffit Material: 3/8" Textured Fir Plywood

Facia Material: 1" X 8" Rough Sawn Cedar

Stain Color: Same as siding

There is no predetermined level of siding replacement that is required by the Board. It is up to the discretion of the Unit Owner to determine the level of repair or replacement. The Unit Owner is responsible to make that determination for their Unit in consultation with the contractor of their choice and taking into consideration the affect the decision may have on the quality of the paint adherence to the surface. Poor siding maintenance may affect the warranty provided by our painting contractors.

### ALTERNATIVE EXTERIOR MATERIALS

Alternative exterior materials, if approved, may only be used for the complete replacement of the existing cedar siding and exterior components for the *entire* unit. Alternative exterior materials may not be used for repair or replacement of existing siding or exterior components.

Alternative exterior materials will be considered if they do not impair or diminish the appearance or the view of Unit or other Units that adjoin or are proximate to (i.e., across the street or behind the Unit). Adjoining and proximate Unit owners will be fully apprised of the proposed use of alternative exterior materials and provided a complete overview of the project.

Unit Owners wishing to use alternative exterior materials must submit their request in writing along with material specifications, installation instructions including construction details and schedule to the Architectural Advisory Subcommittee for recommendation to the Board of Directors.

(Contact the Architectural Advisory Subcommittee for further detail regarding minimum specifications and additional submittal requirements)

### WINDOWS

Window repair or replacement is the responsibility of the Unit Owner. The Association requests that replacement of windows be of like color and construction as originally specified.

## **ROOFS**

Shingle repair or roof replacement is the responsibility of the Unit Owner. The Association requires that repair of existing shingles and new roofs be of like color and construction. Shingles should be of asphalt construction and have a minimum 20-year design life.

## **SOLAR PANELS**

All solar panel projects must meet Gaines Township building permit and zoning requirements, including the submission of renderings and plan details for the proposed solar energy collector equipment. Projects must be submitted to the FVV Architectural Advisory Committee for review and recommendation to the Board of Trustees.

(Please contact the Architectural Advisory Subcommittee for further detail regarding minimum specifications and additional submittal requirements)

## **TREES AND SHRUBS**

It is the responsibility of the Unit Owner to care for and replace where necessary all nursery stock, trees and shrubs within the Unit. However, to protect the aesthetic integrity of Fountain View the Board has the authority, when necessary, to insist the Unit Owner act to care for any deteriorating condition.

## **SPRINKLER SYSTEMS**

To maintain the overall appearance of the Association each Unit has been equipped with an underground sprinkling system. You are strongly encouraged to routinely run your system throughout the growing season. Although each Owner is responsible for its operation and maintenance, the Association has contracted with a service for startup and shut down of the system. The contractor is also able to adjust and replace sprinkler heads. The cost of any adjustment/replacement/repair to do this will be charged directly to the Unit Owner by the contractor.

## **MAILBOXES**

Replacement of mailboxes is the responsibility of the Unit Owner. Huyser Property Management, the manager for Crystal Springs Property Owners' Association, has the approved mailboxes on hand for all Crystal Springs including Fountain View Villas. Contact them for repairs and installation. 616-656-0197.



## POST LIGHTS

Replacement of the yard light fixture is the responsibility of Unit Owner. As with other improvements and modifications the replacement light fixture must be approved by the Board.

Replacement of light bulbs is the responsibility of the Unit Owner. Replacement light bulbs for the original 3-bulb units can be obtained at no cost from the designated Association representative.

## PETS

The subject of keeping pets is a highly emotional issue at many condominiums, and they have been banned at some. Unit Owners must realize their pets can become a nuisance if not controlled.

Our By-Laws are very clear on the subject, but since dogs are the most popular members of the pet family, repeating our specific rules pertaining to them seems appropriate. In brief, dog controls are thoroughly covered in Township ordinances, which mandate all citizens to keep pets under control. Crystal Springs Declaration of Residential Use Restrictions as well as Gaines Township Ordinance states: "No dog may be permitted at any time outside a residence unless the dog is contained within a permitted dog run, or unless the dog is accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet length." In addition, sanitation is prescribed. The owner of a dog "shall immediately remove all droppings and properly dispose of them."

*No dogs are allowed on the Stonewater Golf Course.*

*Dog runs are not permitted in the Fountain View Villas development.*

*Invisible, electric fencing for pet control may be utilized upon Architectural Advisory Subcommittee review and Board approval.*

## PARKING

Parking within the condominium community may sometimes be a problem. Clear access for emergency vehicles must always be maintained.

In-yard and/or overnight street parking is not permitted. RV, trailer, boats, and other recreational vehicle parking is only allowed on a short-term basis for trip loading and unloading.

When your parking needs require use of the private roads in the common area, common courtesy applies. For example, have your guests/contractors park only on your side of the street and if necessary

use Crystal Springs Blvd or Bridgetown Lane for overflow and have guests walk into your Unit. Keeping your neighbors informed when you are expecting a large gathering requiring parking is strongly encouraged. Just a note will be welcomed. Perhaps ask your neighbors if adjacent driveways can be used for additional parking. (Of course, inviting your neighbors to the party is a nice touch!)

### **TRASH REMOVAL**

Trash removal is the responsibility of the Unit Owner. To minimize heavy-duty truck traffic as well as wear and tear on our private roads, the Association has negotiated with a single contractor or a once a week trash pickup.

### **SIGNS**

Signs (including political signs) or other advertising devices of any kind will not be permitted. Exception: One "For Sale" sign may be placed in the yard of the unit being sold. The sign cannot exceed five (5) square feet in size.

### **GARAGE SALES**

Garage and/or estate sales are not permitted within the Fountain View Development.

### **SUMMARY**

In summary, it has been the ongoing efforts of successive Boards and Committees to define and re-define the contents of this handbook and for but one purpose - to guard and insure your rights as a member of the Fountain View Villas condominium community.

The only ingredient of successful condo living that cannot be mandated by the Master Deed or By-Laws, is your thoughtfulness and cooperation with your neighbors. Caring for our neighbors, coupled with respect for our rules and regulations will go far to guarantee our having one of the finest condominium developments in southwest Michigan.