

# **Fountain Condominium Homeowner's Association**

## **Rules and Regulations**

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## INTRODUCTION

The Fountain Condominium Owners Association (FCOA), like all HOA's, is created to ensure that the community is developed and maintained to certain minimum standards. By developing this association, homeowners are expressing their belief that given reasonable expectations for maintenance and community standards, coupled with a common interest to protect and increase property value, they are able to create and sustain a desirable neighborhood. For the FCOA to work, it is necessary for each homeowner to abide by the rules and restrictions for the betterment of their community.

Members of the FCOA have two responsibilities: one to themselves and to their individually owned property, and one to the association and the community concept. Apathy by individual members can render the association ineffective and can destroy the community concept. To maintain the quality of life that accompanies a well-maintained residential community, each individual member must do their part. The success of Fountain Condominiums will depend on how well each member meets and keeps the responsibilities that are established by the covenants creating the overall community concept.

### Governing Documents

"Condominium Declaration of Fountain Condominium" known as the "Declaration" is the Master Document and all other documents are subordinate.

"Articles of Incorporation of Fountain Condominium Owners Association" is the second governing document and is subordinate to the Declaration, however it is superior to the bylaws.

"Amended Bylaws of Fountain Condominium Owners Association" known as the "Bylaws" is third in line for governing documents and is the most used.

When there is conflict between documents the senior document shall rule.

\*Note: For the purposes of this document the word "Association" is used to refer to the Fountain Condominium Owners Association. The word "Board" refers to the Board of Directors of the Fountain Condominium Owners Association. The words "Association" and "Board" may be used interchangeably in this document and either use refers to the authority of the Fountain Condominium Owners Association and its duly elected or appointed representatives.

## GENERAL INFORMATION

1. The Association is comprised of 28 units. Address locations are listed on Jessup Street.
2. The Association is located in Brighton, Colorado. The mailing address of the Association is: P.O. Box 1113, Brighton, CO 80601.
3. Parking areas and driveways are private and are maintained by the Association.
4. As a private condominium association, we are governed by our own Declaration & Bylaws. We elect our own Board of Directors from our unit owner membership and the Board manages the association affairs on behalf of the unit owners.

5. Annual Meetings are to be held in November. Regularly scheduled board meetings are held throughout the year. The Annual meetings are to be held within a fifteen (15) mile radius of the Association.
6. A master policy for insurance coverage is purchased by the Association, specifically for common areas. Each unit owner must obtain insurance at his/her own expense which provides coverage for the unit (including its fixtures improvements and attachments), personal property and the owner's personal liability.
7. The Board, on behalf of the Association, retains the services of a residential manager to handle the day-to-day operations of the complex and act for the Association.
8. The Association and the resident manager do not have the responsibility for law enforcement at The Fountain Condominiums. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Brighton Police Department (303) 665-2300. (Emergencies only call 911)
9. Fountain Condominiums has subscribed to and accepted conditions and responsibilities prescribed by the Brighton Police Department to be a part of the Crime Free Multi-housing Program.
10. The Association reserves the right to restrict access to Fountain Condominium to any person or persons.

## ENVIRONMENT OF COMMON AREAS

The Common areas consist of everything but the individually owned condominium unit. The repair and maintenance of all of the common areas is done at the Association's expense except as otherwise explained in the Rules and Regulations and Declaration and Bylaws.

1. Littering is prohibited.
2. All damages to the common areas caused by an owner, occupant, pet or guest must be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
3. All items left unattended in the common areas may be removed and stored by the Board at the owner's expense. The Resident Manager will attempt to notify the owner of such item(s) by a note left on a door, a telephone message, or letter. After 30 days, the Resident Manager may dispose of the unclaimed item(s) in an appropriate manner. Any cost associated with storage of such item(s) will become the responsibility of the unit owner.
4. Any noise which distracts or disturbs others is prohibited. Residents must refrain from any activity which creates a nuisance. If someone is creating a nuisance, contact the person or persons who are causing the disturbance and politely ask that they stop the disturbance. If they refuse to stop the disturbance, contact your resident manager who may call for assistance from local law enforcement if he/she is unable to resolve the issue.
5. Each unit owner must report, in writing, and mail to the Association at P.O Box 1113, Brighton, CO 80601, conditions in any common areas which require any repair(s) assuming that said conditions exist in areas of the condominium property for which maintenance is the obligation of the Association.
6. Unit owners and tenants must not give work instructions to ANY association service contractor (for example, landscaper or snow plow operator). This requirement is not intended to reduce or

refuse service; it is simply an administrative requirement to insure that work performed is in accordance with the contractual agreement. All service contractor requests must be put in writing and mailed to the Association.

7. Signs or other advertising of any nature are prohibited upon any portion of the condominium property except:
  - a. One professionally printed "FOR SALE" or "FOR RENT" window sign. (Homemade signs are prohibited.)
  - b. One "FOR SALE OPEN HOUSE" sign may be displayed in front of the unit from Noon to 6:00 PM on Sundays or for another designated period of time which is approved in writing by the resident manager.
  - c. One security protection sign may be placed on front door or front door window.
8. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made off the property.
9. Unit owners and residents must not pour or allow to spill, any oil, solvent or other volatile or flammable material into the storm sewers or common areas. Accidental spills of oils, solvents or other prohibited materials must be reported immediately to the Brighton Police Department and to the resident manager.
10. Vehicle repairs including oil changes are prohibited on condominium parking areas and driveways.
11. Lawn ornaments, lawn furniture or other items must not be placed in common areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to accommodate grass cutting and performing other contracted services.
12. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of a resident's personal property in common areas.
13. Playing games that involve the throwing of missiles or other objects of any sort is prohibited on all common areas, (i.e. driveways, grass, landscaping, parking areas). Tree-climbing is also prohibited on Association property.
14. Children under the age of 12 playing in the common areas (including the courtyard) must be supervised by an adult.
15. Children are prohibited from playing in the hallways, entry ways and stairwells.
16. Recreational equipment, which cannot be returned to the interior of the unit each night, is prohibited.
17. Skateboards and skateboard ramps are prohibited from the condominium property.
18. The riding of bicycles and other vehicles is prohibited on grass areas and common areas and must be stored in the unit or in other designated areas. According to Brighton City Fire Code, entry ways and stair wells are NOT appropriate storage areas for bicycles or other equipment.
19. Disabled, junked or other non-operable vehicles, vehicles with expired license plates, flat tires and/or expired registrations will be towed at owner's expense.

## CONDOMINIUM ASSOCIATION RESPONSIBILITIES

The Association is responsible for the reasonable maintenance of the following:

1. Building exterior, foundation and roof.
2. Driveways and parking areas.
3. Utilities, except electric service which is separately metered
4. Common area insurance.
5. Repair of gutters and downspouts.
6. Grass cutting, fertilizing and reseeding of lawn areas.
7. Care and maintenance of common area trees.

## RESIDENT MANAGER DUTIES

1. General Duties
  - a. Respond to owner/tenant needs or requests.
  - b. Maintains a key to each unit in order to respond to emergencies (broken pipes, fires, etc.)
  - c. Enforce Bylaws and Rules and Regulations as set forth by the Board of Directors of the Association.
  - d. Maintain contact with business agent at least weekly to provide updates on activities, problems or issues. The Business agent is a board member appointed by Association to be the main operations and business affairs representative of the board.
  - e. Maintain current list of tenants, addresses, phone numbers, emergency contact information and approved pets.
  - f. Be available and on-call with cell phone (303-500-9433).
  - g. Call plumbers and respond with them to clear clogged lines and sewers.
  - h. Replace outside screens as required. Resident manager will contact resident or owner and request access as required upon 72 hrs. notice.
  - i. Escort pest control contractor (Orkin or other) around and through units as required for pest control service. This will require the resident manager to have a key to each unit in order to accommodate this task.
  - j. Remind tenants to leave cupboard doors under sinks open at night to prevent frozen pipes in zero-degree weather. Such reminders may be by visit, notes left on doors, or telephone calls.
  - k. Attend annual meetings of the Board and any other meetings as may be required by the Board.
  - l. Take ownership of problems until such time as they are resolved or until relieved of such responsibility by the business agent.
  - m. Maintain inventory of spare parts and all equipment (U-joints, electric motors, pumps, valves, sprinkler heads, light bulbs, etc.).
  - n. Keep all equipment clean and in working order. (For example, furnace, mower, snow blower, etc.)
  - o. Sewer drains should be cleaned every 3 months and the south side should be cleaned at least twice per year to prevent sewage backup into units.

- p. Check to ensure that clothes dryers are properly vented in order to fire/safety requirements are satisfied. Dryers must be vented to the outside.
  - q. Maintain mailbox and mailbox keys and coordinate with the local US Postal Service representative to affect repairs, lock changes, and key replacement. The cost of replacing lost keys will be passed along to the owner.
2. Entryways
- a. Inspect each entry way once per week. Note any damage or repairs that may be required.
  - b. Replace light bulbs that are missing or burned out.
  - c. Check for cleanliness and notify resident of their responsibility to keep common areas clean. Point out specific conditions that require immediate attention. Certain areas (hallways, stairs, entry ways) are to be cleaned by residents on a rotating schedule. If responsible parties do not perform their scheduled duties, the Resident manager may perform or have performed the cleaning and the subsequent cost will be billed to the owner.
  - d. Check for broken glass.
  - e. Check for broken latches, locks, lighting fixtures, etc.
  - f. Clean windows above doors in entryways once per month inside and out.
3. Lawn Areas
- a. Maintain lawn areas; fertilize and mow as needed.
  - b. Keep yard areas picked up and clear of debris at least weekly.
  - c. Clean rain gutters each quarter (every 3 months).
  - d. Maintain sprinkler system and winterize as needed.
  - e. Remove snow from walks and steps.
  - f. Trim edges along sidewalks at least twice per year.
  - g. Keep weeds under control and prevent their unsightly spread.
  - h. Be alert for insect infestations and take appropriate action.
4. Parking Lots
- a. Pick up trash once per week or as needed.
  - b. Check for unlicensed, or abandoned vehicles, vehicles with flat tires, non-operational vehicles, and vehicles with expired license plates. Issue violation notices and initiate towing if no response is received within the stipulated timeframe.
  - c. Sweep and clean parking lot twice per year.
  - d. Control weeds from growing in and around the parking lot especially those that appear along fence on east side of lot.
  - e. Stripe lot as needed.
  - f. Report any unsafe conditions, including potholes and bumps.

## RESIDENTIAL UNIT REQUIREMENTS

The boundaries of the individually owned condominium unit and everything within these boundaries built and installed for the exclusive use of said unit is considered a private dwelling. It is the owner/resident's responsibility to maintain all aspects of the dwelling and its contents and attachments.

1. Units shall be occupied and used for single-family purposes only as private dwellings for owners, their families, tenants, and guests.
  - a. No commercial or business enterprise is to be established or operated in any unit. This includes childcare and retail sales operations.
  - b. Brighton Housing Authority defines a family as any number of people related by blood, marriage, or adoption, or any three unrelated individuals.
  - c. For the purposes of building occupancy, the number of people who may inhabit a single-family residence is outlined by the Brighton Public Housing Authority<sup>1</sup> as follows:
    - i. Maximum number of persons permitted to occupy a 1-bedroom dwelling is 2.
    - ii. Maximum number of persons permitted to occupy a 2- bedroom dwelling is 4.
    - iii. Maximum number of persons permitted to occupy a 3- bedroom dwelling is 6.
  - d. Children of opposite genders under the age of 6 years old may share a bedroom, but after a child reaches the age of 6 years of age, she/he must not share a room with a child of the opposite gender.
  - e. A living room may not be used as a sleeping area when determining the number of persons who may occupy a dwelling at Fountain Condominiums.
2. Exterior modifications to the units, buildings or grounds are prohibited without obtaining prior, written approval from the Board.
3. Installation of wiring for electrical, telephone, television systems, air conditioning machines or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited without the expressed written approval of the Board.
4. Decorative items such as Christmas lights may not be affixed to the exterior of any unit or building. However, a wreath or limited decorative lighting on a door, a flag holder, and doorknocker and a brass door kick plate is acceptable.
5. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit. All windows must conform to the standards established by the Board and match exactly the existing windows in the complex and must be kept in good repair, complete with screens. The only exception to the rules governing conforming windows involves the installation of in-window air conditioning units which have been approved by the Board. Such approved installations shall employ 3/16" clear Plexi-glass filler strips in place of wood, metal, or other materials to complete the installation.
6. All window coverings must be kept in good repair. Missing or broken panes or other missing or broken parts of blinds or shades are not acceptable. Curtains or other coverings must not be stained or torn. The use of blankets, sheets, etc., is prohibited even as a temporary window covering. This regulation is important because each unit's appearance reflects upon the appearance of the entire complex.
7. Window air conditioning units are prohibited unless approved by the Board.
8. Statuary, birdbaths, and other items are not permitted to be displayed in front of any condominium unit or in any lawn area.
9. Installing reflectors, basketball hoops (or other recreational equipment), light posts, or flagpoles is prohibited.

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<sup>1</sup> Chapter 5 Brighton Public Housing Publication Housing Choice Voucher Program Guidebook

10. Structures such as storage sheds, swimming pools, animal shelters, carports, awnings, hot tubs or gazebos are prohibited.
11. Clothes dryers MUST be connected to outside vents. The resident manager is authorized to check periodically to ensure that this rule is being observed as non-compliance is a hazard and constitutes a threat to life safety.
12. Yard sales are prohibited.

## UNIT OWNER RESPONSIBILITIES

(Owners may delegate some of these items to tenant)

We have provided some items to assist you in your personal maintenance scheduling. Owners are responsible for:

1. Interior of the unit, including walls, ceilings, floors, fixtures, and installed equipment.
2. All unit doors, door screens, windows, and window screens.
3. Utilities separately metered for the unit and utility service line connections exclusive to the unit.
4. Insurance for the private unit owner and/or resident coverage. Renters insurance is recommended but is not the responsibility of the unit owner.
5. Unit owner is responsible for obtaining all required building permits and code compliance authorizations. Owner agrees to submit requests for such permits and authorizations to the Board for approval prior to official submission to County or City agencies.
6. Unit owner is responsible for any damage done by the tenant, their guests, or visitors to all Fountain Condominium property, exterior elements and grounds. Unit owners may attempt to recover the cost of repairs and replacement from the tenants, but the responsibility for such repair and replacement remains with the owner.
7. Unit owner is responsible for ensuring that tenant(s) are aware of all laws, rules, regulations, and declarations of FCOA and those lease/rental agreements provide for the compliance with same.
8. Unit owner is responsible for using qualified individuals/contractors for any work that is done on plumbing or electrical. If any shutdown of domestic water is required, it shall be coordinated with the resident manager and at least two days notice is given to other units. In the case of emergencies water may be shut down on shorter notice and with coordination with the resident manager. If water shut down is required the owner shall install shut off valves at the same time the other work is done. The intent is to have all units with shut off valves so as to avoid shut downs to other units.
9. Unit owner shall provide the resident manager with keys to the unit and laundry room.

## MOTOR VEHICLES

1. The following vehicles are prohibited from being parked within Association property.
  - a. Buses
  - b. Mobile and/or motorized homes
  - c. Abandoned (not driven for 3 weeks or longer) or inoperable vehicles. Inoperable shall be defined as, but not limited to, vehicles with expired license plates, flat tires, broken windows, obvious disrepair or any vehicle which would not be considered roadworthy by local law enforcement agencies.
  - d. Trailers, boats, recreational vehicles and are prohibited on the condominium property.

- e. Any vehicle with more than two axles or exceeding 21' in total length.

*NOTE: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the unit's driveway space for a period not to exceed twenty-four (24) hours upon the approval of the resident manager and providing that access is not blocked for other residents.*

2. Trail bikes are prohibited from the condominium property.
3. All vehicles with exhaust systems, which disturb other residents, are prohibited.
4. Moving vans are permitted to be temporarily parked on the street if the flow of traffic is not obstructed. *Moving vans or other vehicles are prohibited from driving or parking on grass or other landscaped areas without exception.*
5. Vehicle repairs are prohibited in parking areas, and on unit driveway space. Any damage or debris to the parking lot that is caused by the vehicle, including but not limited to leaks, broken glass and tools, will be repaired at the unit Owner's expense.

## PARKING

1. Residents are assigned one numbered parking space.
2. One extra vehicle associated with a unit may be parked in the parking lot, in a non-numbered space, on a first come, first serve basis. Any extra vehicles must be parked on the street. Do not block sidewalks or other Common areas.
3. Parking on any grass or lawn area, or parking in the lot outside of marked parking spaces, is prohibited.
4. Parking in areas designated as a fire lane is prohibited. All common driveways are designated fire lanes.
5. When entertaining several guests for a specific function, the resident must advise guests to park on the street.
6. Blocking other units' parking spaces, parking in other units' parking spaces, or having more than two vehicles associated with a unit in the lot at any given time is prohibited.
7. Management reserves the right to tow any vehicles which are in violation of these rules, without warning, at the unit Owner's expense.

## PETS

Pets are NOT allowed in Fountain Condominium units. This includes dogs, cats, and other household pets as well as livestock, fowl, reptiles and amphibians. The only exceptions permitted are in the case of a documented Assistance Animal. In these cases, the following rules are enforced:

1. Lawns, landscaping, and sidewalks are not to be used for pet feces or urine. It is the responsibility of the person controlling the pet to pick up solid deposits immediately.
2. Any damage, disturbance, or disrepair from the pet, including but not limited to pet feces, urine, hair, fur, digging, scratching or offensive smells, to the general Common areas caused by a Resident's animal shall be repaired or cleaned up at the expense of that Owner. Such expense shall be added to the Owner's next assessment.

3. Every owner of a pet shall maintain strict control of and over his or her pet through proper use of a leash, secured to the animal and to the owner, while in the Common areas. Management reserves the right to call animal control if any pets are seen running loose on the premises.
4. Every owner shall prohibit the pet from making loud, disturbing noises or any other behavior reasonably annoying to other Owners.
5. Pets may not be tied or tethered to any part of any building exterior or any fixed object in the Common areas.
6. Owners and residents are responsible for ensuring that their Guests and Visitors are advised of, and follow, these pet requirements as failure to do so could result in a violation and in turn a fine against the Owner.

## RUBBISH REMOVAL

1. FCOA provides rubbish removal service.
2. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to the Resident Manager. *Such discarded items or rubbish must NOT be placed in or near the dumpsters*, but must be disposed of in a manner arranged by the owner or tenant and the Resident Manager. Cost of such disposal is to be born solely by the owner.
3. Rubbish must be stored in solid trash containers within the unit and not in common areas.
4. Rubbish (trash) is to be placed in the dumpsters provided.
5. A resident may call and employ a service company or contractor of their choice to haul away large items of rubbish at their own expense.
6. Large items of rubbish must not be placed outside for pickup until the scheduled pick up date.

## INSURANCE

As a condominium property, a master policy for insurance coverage is purchased by the Association specifically for common areas.

1. Each unit owner/resident must obtain insurance at their own expense affording coverage for their unit, personal property and for their personal liability. We recommend having your personal insurance agent review the Declaration and By-laws. Unit owner's insurance coverage must be issued to include items which are the unit owner's responsibility to repair and/or maintain. If your insurance agent has questions about the Association's master policy, contact the Association's insurance agent. The Association's insurance agent's contact information, including name and phone number, is available upon request from the Resident Manager or the FCOA Board of Directors.
2. Only the Board of Directors may file loss claims against the master policy.

## MAILBOX KEY AND LOCK

Cluster boxes are required and provided by the Fountain Condominium Owners Association.

1. The individual mailbox key and lock are the responsibility of the Resident Manager.
2. Contact the Resident Manager, for repair of mailboxes, lost keys, or lock changes prompted by changes in occupancy or ownership.

## SALE OF CONDOMINIUM UNITS

1. The Association maintains the first right of refusal to purchase any unit that may be offered for sale.
2. All unit owners must notify the resident manager in writing of any changes in occupancy IMMEDIATELY. If possible, the resident manager should be notified 30 days in advance of such a change in occupancy.
3. One professionally printed "FOR SALE" sign may be placed inside the window of a condominium unit. *Homemade signs are prohibited.*
4. One "OPEN HOUSE FOR SALE" sign is permitted from Noon to 6:00P.M. on Sundays only or at another time as approved by the Resident Manager.
5. Additional Rules Regarding Sale of Units:
  - a. Within fifteen days (15) of executing a purchase or sales agreement, the unit owner or realtor must notify the Resident Manager to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
  - b. At the same time as above, the unit owner must provide the name, address and phone number of purchaser in writing to the resident manager. At the same time, the unit owner must turn over a copy of any new keys to the Resident Manager to ensure reasonable access and safety of the unit.
  - c. Mortgagee. Association Board Secretary will coordinate the paperwork with banks, realtors, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
  - d. The seller is responsible for providing the following information to the buyer:
    - i. Copy of Declaration and Bylaws
    - ii. Copy of the Rules and Regulations
  - e. The Seller MUST obtain a signed letter from the purchaser indicating that he/she has received copies of Declarations, Bylaws and Rules and Regulations and agrees to abide by them as a condition of membership in the association.

## RENTAL OF YOUR CONDOMINIUM UNIT

1. "For Rent" signs are permitted on the same basis as (For Sale). All homemade signs are prohibited.
2. Renting or leasing a unit for transient or hotel purposes, as defined as periods of less than thirty (30) days. Renting space as a hotel or for laundry purposes or renting to roomers/boarders is prohibited.
3. The unit owner must provide the resident manager with the following information before the tenant takes up residence:
  - a. Full name of tenant
  - b. Names of all occupants of the unit
  - c. Telephone number of tenant
  - d. Keys to the unit.
4. The unit owner is responsible for making the tenant aware of the Rules of the Association and agrees to provide a copy of the Rules and Regulations of the Fountain Condominiums.

5. The unit owner is responsible for tenant violations of the Declaration, Bylaws, as well as the Rules and Regulations. The unit owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation of said Declarations, Bylaws, Rules and Regulations, as well as any other provisions of the specific lease/rental agreement.
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Association Declaration, Bylaws, Rules and Regulations. Owner must provide written evidence that the Tenant has received said Rules and Regulations and agrees to abide by same.

## CABLE TELEVISION

1. Cable television is a private agreement between the unit owner and/or resident and the Cable Company, and expenses related to its installation and services are solely the owner's and/or resident's responsibility.
2. Arrangements for the installation and/or disconnection of service are a unit owner and/or resident responsibility. The resident manager should be notified of such installations and disconnections.
3. When cable service is disconnected, the unit owner must make sure there are no exposed wires and that service lines are properly secure against the building for future hook ups.
4. All wires connecting to the utility must be placed underground at the owner's expense and upon approval of the Board.
5. Satellite dishes are strictly prohibited from being mounted on the exterior of the building and may only be installed inside the individual owner's unit.

## GOOD NEIGHBOR POLICY

The Association's Declaration and Bylaws and the Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.