

THE FOUNTAINS HOMEOWNERS ASSOCIATION, INC.
P.O. Box 3730S2
Satellite Beach, Florida 32937
August 4, 2008

Policy Statement Five
Maintenance and Repair Procedures

References. The Fountains Homeowners Association, Inc.:

a. Declaration of Restrictions, Limitations, Conditions, and Agreements (The Covenants), dated: February 18, 1975 assigned to properties within Unit II; and dated: January 23, 1978 assigned to properties within Unit III, of the Fountains subdivision.

b. Articles of Incorporation, dated: August 7, 1990

c. By-Laws, dated: October 20, 2008

d. Amendment to Agreement Between the City of Satellite Beach and the Fountains Homeowners Association, Inc., dated: February 3, 2003

e. Policy Statement One, Organization and Functions, dated August 4, 2008

1. Background.

a. The areas adjacent to and/or on the roadways within the Fountains subdivision have been dedicated as "public-rights-of-way" and have been accepted as such by the City of Satellite Beach, Florida. These areas include the grass and shrubs along Barcelona and Seville Courts between the roadway and the perimeter wall, the entrance island and median strips along Fountain Boulevard, and the islands at the end of Barcelona, Madrid, and Venice Courts

b. Although the proper care and maintenance of these areas is the responsibility of the City of Satellite Beach, the FHA Board recognizes that some additional efforts may be required to preserve both the aesthetic and economic benefits that these areas provide to the home owners within the Fountains.

2. Purpose. This Policy Statement identifies specific support responsibilities accepted by agreement to ensure proper maintenance of landscape areas and facilities within the Fountains subdivision. In the case of any conflict between the references cited above and this Policy Statement, the provisions contained in the referenced documents shall control. This Policy Statement supersedes "Policy Statement Five, Maintenance and Repair Procedures, dated: December 13, 1993", which is hereby rescinded.

3. Responsibility. The Board of Directors is responsible for overall supervision of the accepted area and facility maintenance activities in the Fountains. The Grounds and Maintenance Coordinator will monitor routine maintenance support of these activities. Support contractors may be hired to accomplish the maintenance and repair work, as required and as approved by the Board of Directors.

4. Accepted Areas of Responsibility.

a. The City of Satellite Beach has accepted the following responsibilities:

(1) Mow, trim, and edge the grass areas within the City rights-of-way on a schedule consistent with the maintenance of other grass/lawn areas in the City.

(2) Spray for insect control and fertilize, as required, the areas in the public rights-of-way within the Fountains subdivision.

(3) Trim trees annually.

(4) Maintain sprinklers east of the perimeter wall along South Patrick Drive and maintain the multi-port valves the City installed to allow watering of the areas east of the perimeter wall.

b. The Fountains Homeowners Association has accepted the following responsibilities:

(1) Maintain pumps and sprinklers west of the perimeter wall. Note that the sprinkler systems for the island beds at the end of Barcelona, Madrid, and Venice Courts are voluntarily maintained by Association members whose private sprinkler systems service these areas.

(2) Also maintain the sprinklers in the center island at the entrance to the Fountains and the alcoves immediately north and south of the center island planter.

(3) Maintain the fountain pump, and associated plumbing.

(4) Trim shrubs and weed planter areas west of the perimeter wall and the entrance areas (center island planter and side alcoves).

(5) Provide electricity to run the pumps and any installed lighting systems.

5. Contracts.

a. Grounds Maintenance Contract. A Grounds maintenance contract normally is executed for a period of one year beginning February 1 and ending January 31. This procedure will give the Association's new board of directors elected in December of each year the opportunity to review an existing contract or decide upon a new contract during its first meeting held in January of each year, (Appendix A contains a Sample Grounds Maintenance Contract)

b. Fountain/Irrigation Service Contract. If applicable, a fountain/irrigation service contract normally will be executed for a period of one year beginning on February 1 and ending January 31. Again, this procedure will give the Association's new board of directors elected in December of each year the opportunity to review an existing contract or decide upon a new contract during its first meeting held in January of each year, (Appendix B contains a Sample Fountain/Irrigation Service Contract)

6. Supervision. Responsibility for overall supervision of maintenance activities within the Fountains subdivision rests with the Board of Directors. Day-to-day supervision of maintenance and repair activities shall be monitored by the Grounds and Maintenance Coordinator. The expenditure of funds for landscape, maintenance, and repair activities will normally require prior approval by the Board of Directors. However, each elected Board may authorize the Grounds and Maintenance Coordinator to expend funds up to a designated limit in those instances where the expediency of the maintenance and/or repair activity precludes prior approval by the Board of Directors. In all cases full accountability of all expenditures will be provided to the Association's Treasurer in an expeditious manner.

7. Liaison With Satellite Beach. To ensure an effective and efficient interface with the City of Satellite Beach, the President of the Association or his/her designated representative will serve as the Association's point-of-contact with City officials. This does not preclude the right of any citizen to interface with any level of his/her elected representatives, as desired.

Approved by the Board of Directors, August 4, 2008

original signed

original signed

John Sniegowski
Secretary,

Rob Bracewell
President,

Fountains Homeowners Association, Incorporated

Appendices:

- A. Sample Grounds Maintenance Contract
- B. Sample Fountain/Irrigation Service Contract

Copies: One each Board Member, Officer, Support Activity Person,
and Committee Chairperson, as required

APPENDIX A
To
Policy Statement Five, Maintenance and Repair Procedures

Sample Grounds Maintenance Contract

CONTRACT AND AGREEMENT FOR GROUNDS MAINTENANCE FOR THE
FOUNTAINS HOMEOWNER'S ASSOCIATION, INC.

This contract, made the day first below written, between the Fountains Homeowners Association (FHA) and _____, (Contractor) shall provide the following:

1. The contractor shall trim shrubs, bushes and plants a minimum of 4 times per year on the west side of the wall along South Patrick Drive, the alcoves on the east side of the wall at the entrance, the center planter at the entrance, the center median running the length of Fountain Boulevard including those plants around the fountain and the three circles at the end of Barcelona Ct., Venice Ct. and Madrid Ct.
2. As needed, the contractor shall trim around all sprinkler heads to ensure that grass runners do not interfere with their normal operation.
3. Any trash or paper in turf or planter areas shall be carried away at each visit.
4. All sprinklers on the west side of the wall along South Patrick Drive, center planters and alcoves at the entrance wall and sprinklers on the center island of Fountain Boulevard will be checked bi-weekly and repaired on a regular basis. An itemized statement with receipts for any materials required for repair will be submitted to the FHA post office box for reimbursement. contractor shall from time to time inspect, evaluate and recommend improvements to the system. The cost for all repairs and upgrades shall be the responsibility of the FHA. Those homeowners supplying water to the circles in the cul-de-sac areas will be responsible for checking the sprinklers in those areas.
5. Fertilizer shall be applied to the shrubs and planter areas three (3) times per year in the months of April, July and November. Fertilizer to be supplied by the FHA.
6. Insecticide shall be applied to the shrubs, bushes and planter areas twice a year and will be supplied by the contractor.
7. Upon the commencement of this contract, a weed control herbicide, i.e. Round-Up, shall be applied as needed to control weeds. Chemicals to be supplied by the contractor.
8. Weed control herbicide, i.e. Round-Up, shall be applied to the concrete areas of the entrance bridge, entrance walkway and curbing along the main entrance to control the growth of weeds in the cracks of the concrete. Chemicals to be supplied by the contractor.
9. Any required periodic service or application of fertilizers, insecticides or herbicides, etc. must be listed on the invoice for the month it is to take place.
10. Hand weeding of the bed areas alcoves and planters shall be done as needed to control the growth of weeds. Those areas to be weeded are the same areas to be trimmed as identified in paragraph 1.
11. Once each year, in the spring, the contractor shall apply chemicals to the rock boulders along the entrance and in the cul-de-sacs to retard mildew growth. Should this contract be extended for multiple years, the contractor shall chemically and pressure clean the rock boulder areas to maintain an attractive appearance.

12. The contractor shall be licensed within the County of Brevard for landscaping services.
13. The contractor shall advise the FHA Board of any problems with the landscaping and shall offer recommendations for corrections. As appropriate, the Contractor shall provide recommendations, in writing or verbally, for maintaining a healthy and attractive landscape and suggestions for reducing costs.
14. The parties hereby agree that no verbal or implied contract shall have any validity unless written into the contract or any addendum thereto.
15. No changes or alterations of this contract shall be made unless both parties have agreed to such changes or alterations in writing and such changes properly executed and provided as an addendum to the original contract.
16. This contract can be cancelled at any time for non-performance to any or all of the above listed items.
17. The contractor hereby agrees to accomplish the above work at a cost of \$_____ per month, payable in advance by the 1st of each month. This contract shall commence on _____ and shall expire on _____, unless renewed in writing by the parties.

Fountains Homeowners Association

Date

Contractor

Date

APPENDIX B
To
Policy Statement Five, Maintenance and Repair Procedures

Sample Fountain/Irrigation Service Contract

FOUNTAIN/IRRIGATION SERVICE CONTRACT

BETWEEN

THE FOUNTAINS HOMEOWNERS ASSOCIATION, INC.

AND

It is agreed by execution of this contract dated ; _____

that _____ will perform the services listed below for the contracted fee.

1. Inspect fountain system on a bi-monthly basis.
 - a. Check float valve operation and lubricate valve as required.
 - b. Check electric timer operation.
 - c. Check fountain pump and pump motor for proper operation.
 - d. Clean out debris from fountain basins.
 - e. Clean and service water filter.
 - f. Add appropriate amount of algaecide to fountain basin, as required.
2. Clean fountain system on a bi-yearly basis.
 - a. Drain water and thoroughly scrape and brush fountain basins.
 - b. Clean and lubricate water level float valve.
 - c. Inspect, clean, and lubricate pump and pump motor.
3. Inspect #1 and #2 irrigation systems on a monthly basis.
 - a. Check operation of irrigation pump and motor.
 - b. Check for satisfactory operation of solenoid shut-off valves.
 - c. Check satisfactory operation of all distribution valves.
 - d. Check electric timer operation.
 - e. Check and clean appropriate filters.
 - f. Check all sprinkler heads and clean nozzles as needed.
 - g. Raise sprinkler heads as needed.
4. Keep an accurate log of all maintenance/repair done on site.

The total cost for the above services is _____ per month due the end of each month. An estimate for any materials required for repair will be submitted to the FHA point-of-contact prior to the start of any repair activities. Upon completion of repair activities, an itemized statement with receipts for any materials required for repair will be submitted to the FHA for review and approval. This contract shall be in effect from _____ to _____.

The contractor shall be licensed within the County of Brevard for fountain and/or irrigation repair services.

No changes or alterations of this contract shall be made unless both parties have agreed to such changes or alterations in writing and such changes properly executed and provided as an addendum to the original contract.

This contract can be terminated for any reason, by either party, by written notice.

Payments will be made at the end of each month during which services were performed, upon submission of an invoice covering the period being billed. Checks will be made payable to;

It is understood that the above named service agency is an independent contractor servicing multiple accounts and therefore responsible for it's own insurance; state, local, and federal taxes and fees; and income reporting to any applicable agency or taxing authority.

Accepted this date by the undersigned :

Fountain/Irrigation Service Provider
Dated:

Fountains Homeowners Association
Dated :