

# **FERNSHIRE FARMS HOMEOWNERS' ASSOCIATION**

## **ARCHITECTURAL CONTROL**

### **GUIDELINES**

Approved: Board of Directors

# CONTENTS FOR ARCHITECTURAL GUIDELINES

<b>STATEMENT OF PURPOSE</b>	3
<b>CHAPTER 1: ARCHITECTURAL CONTROL COMMITTEE</b>	
1.1 Composition of the ACC	4
1.2 The Purpose of the ACC	4
1.3 Duties of the ACC	4
1.4 Operating Procedures of the ACC	4-5
<b>CHAPTER 2: PROCEDURES FOR SUBMISSIONS TO THE ACC</b>	
2.1 Submissions to the ACC	5
2.2 ACC Request Forms	5
2.3 Requirements of Submissions	5-6
2.4 Submissions	6
2.5 Meetings of the ACC	6
2.6 Deadline for Submissions	6
2.7 Action Prior to Approval	6
2.8 Requirements for Permits	6
2.9 Gaithersburg City Requirements	6
2.10 Use of These Guidelines	6
<b>CHAPTER 3: APPEALS PROCEDURE</b>	
3.1 Appeals	7
3.2 Hearings	7
<b>CHAPTER 4: GUIDELINES</b>	
4.1 Alterations and Conditions Prohibited by Covenants	7-8
4.2 Alterations and Conditions Prohibited by ACC	8-9
4.3 Alterations Specifically Requiring Submission and Approval	9-12
4.4 Alterations Not Requiring ACC Application Submission	12-13
NOTE	13
4.5 Parking	13-16
NOTE	16
4.6 Trash	16
4.7 Homeowner Liability for Tenant/Visitor	16
<b><u>CHAPTER 5: RULES AND COVENANT ENFORCEMENT PROCEDURE</u></b>	
5.1 Notification of Violation	16-17
5.2 Self Help	17
5.3 Hearing	17
5.4 Sanctions	17-18
5.5 Enforcement	18

## **STATEMENT OF PURPOSE**

In order that Fernshire Farms may always be an attractive and desirable community in which to live, it is important that architectural and environmental standards be established and maintained, and that all residents share in the responsibility to contribute to these goals. With mutual understanding and cooperation between the Architectural Control Committee (ACC), the Board of Directors of the Fernshire Farms Community, and all homeowners, desired standards will be maintained.

High standards require that certain guidelines and restrictions on external alterations be adopted and observed. It is not intended that these restrictions and guidelines constrain the obvious pride and efforts of the residents; nor is it intended to promote a monotonous and uniform- appearance throughout the Community. It is, however, incumbent upon us to maintain the harmonious and random schemes established by the builder. The primary purpose is to protect homeowner investments and property values and to ensure that Fernshire Farms remains a pleasant and tasteful community in which to live.

## **CHAPTER 1: Architectural CONTROL Committee**

**1.1 Composition of the Architectural Control Committee (ACC).** The Board of Directors shall appoint an Architectural Control Committee of at least three (3) members consisting of homeowners who are residents of Fernshire Farms. The Board of Directors shall serve on the Architectural Control Committee (ACC) during any period when a separate committee has not been appointed.

**1.2 The purpose of the ACC** is to assist the Board of Directors in enforcing the Guidelines and policies within the design concepts protecting the appearance and property values of homes within Fernshire Farms.

### **1.3 Duties of the ACC**

1.3.1 Recommend to the Board of Directors proposed standards and guidelines for the architecture, design and appearance of the community.

1.3.2 Review and approve or disapprove any applications for architectural and environmental changes requested by members of the Homeowners Association, in accordance with these Guidelines and the Covenants and By-Laws.

1.3.3 Review and approve or disapprove applications and plans submitted by homeowners for external alterations to their property.

1.3.4 Make or recommend to the Board of Directors to cause to be made periodic inspections of the community and of work in progress on individual properties to ensure the conformity with approved standards and guidelines. Report to the Board of Directors the need for exterior maintenance to any lot observed during such inspections.

1.3.5 Recommend to the Board of Directors projects, improvements, and policies to further enhance the appearance of the community and its common areas.

### **1.4 Operating Procedures of the ACC**

1.4.1 Members of the ACC shall be appointed by the Board of Directors for a normal tenure of one year.

1.4.2 The ACC shall elect its Chairperson to serve for one year. The Chairperson shall appoint from the ACC membership a Secretary who shall keep minutes of the Committee meetings. The committee shall meet at least monthly. All meetings of the committee shall be open to homeowners.

1.4.3 Only written requests for external alterations, on the **prescribed** request form submitted in triplicate to the management agent, shall be considered. In order to be considered at the next ACC meeting, applications must be received by the committee chairperson seven (7) days prior to the regularly scheduled ACC meeting **to allow adequate time for committee review in**

advance of the meeting.

- 1.4.4 A majority of ACC members must be present at any ACC meeting for a quorum to be reached and business to be conducted. In the event a quorum is not reached, action on the application for exterior change may be delayed. However, in the event of a delay, all applications shall be denied subject to further review. This is intended to prevent an inadvertent acceptance of an application for an exterior change.
- 1.4.5 Requests, in writing, must be received and acted upon within 45 days of ACC receipt. After review of requests received, the ACC shall approve or disapprove such requests. If an approval or disapproval cannot be made within 45 days of receipt, the ACC shall disapprove the application subject to further review.
- 1.4.6 After decision has been made by the ACC, the application, with final decision, shall be returned to the applicant with a copy to the Association's file and a copy to the management agent's file.
- 1.4.7 Complaints concerning violations of architectural and environmental standards or requirements shall be made in writing to the Management Company, which is responsible for forwarding such complaints to the Board of Directors. The Board may refer such complaints to the Committee for review and recommendation. If, in the opinion of the ACC, there has been a violation, the homeowner shall be so informed in writing by the ACC or the Board of Directors. If there is a violation of the approved rules, regulations or standards, the ACC shall recommend to the Board of Directors the proposed action to rectify the situation.

## **CHAPTER 2: PROCEDURES FOR SUBMISSIONS TO THE ACC**

- 2.1 Submissions to the ACC: Except for those items listed in Chapter 4, Section 4 of these Guidelines, which are alterations not requiring submission to or approval by the ACC, all plans for external alterations, additions, or improvements to private properties must be reviewed and approved in writing by the ACC.
- 2.2 **ACC Applications for Change Forms:** May be obtained from the Chairperson of the ACC, Management Company, or any member of the Board of Directors. Each request should describe in detail the proposed alteration, including the exact location, dimensions, colors, and materials to be used. Detailed drawings should be included or attached to the proscribed form. In the event that there are multiple projects, a separate request and form for each project should be submitted. Modifications to existing construction occupying ground space must include a copy of one's plat showing lot lines and location of the project.
- 2.3 **Requirements for Applications:** Must be in writing; accompanied by a copy of the homeowner's plat, color and materials samples; signed by the applicant; and dated. Three complete copies of each signed application are required. Written applications

and approval are necessary not only to provide the homeowner with written certification of approved or disapproved requests, but also to provide the Association's files with permanent documentation of external alterations authorized and completed.

- 2.4 **Applications:** Must be made on the approved ACC request form. Applications should be delivered to or addressed by mail to the current management agent:

**VANGUARD MANAGEMENT ASSOCIATES  
P0 BOX 39  
GERMANTOWN MD 20875**

**NOTE:** As with all Association contractors, this Management Company is subject to change. If this happens, the Board of Directors will provide an updated mailing address.

- 1.4.1 Meetings of the ACC:** The ACC normally meets during the 2<sup>nd</sup> week of the month. Residents and homeowners will be notified of the designated day and the planned time and location in the newsletter. Notice of additional meetings shall be posted within the community.
- 1.4.2 Deadline for Submission:** Applications may be submitted at any time, but should be received no later than seven (7) days before the regular ACC meeting in order to be reviewed at that meeting. In the event that the ACC fails to approve or disapprove any application within forty-five (45) days of its receipt by the ACC chairperson, the application shall be deemed to be approved. Therefore, all applications not reviewed within 45 days of receipt shall be denied subject to further review.
- 2.7 **Action Prior to Approval:** Alterations requiring approval shall not be commenced until final approval is received. If such work is started before a decision is made, disapproval for any reason may require restoration to the original condition by the applicant at his/her own expense.
- 2.8 **Requirement for Permits:** Approval of any application by the ACC does not waive the necessity of obtaining any required City of Gaithersburg permits; nor does the obtaining of a City permit presume approval by the ACC.
- 2.9 **Gaithersburg City Requirements:** The ACC will not knowingly approve a project which is in violation of the City building or zoning codes; however the ACC is not accountable for errors in approval of projects that are in violation thereof, nor is the City bound by or subject to the Architectural and Environmental policies and restrictions of the Fernshire Farms Homeowners Association. It is incumbent upon each homeowner to make himself/herself aware of City requirements for building projects, as well as Association requirements.
- 2.10 **Use of These Guidelines:** Residents are urged to review and stay familiar with these guidelines, and are invited to communicate suggestions or comments directly to the ACC or the Board of Directors.

## **CHAPTER 3: APPEALS PROCEDURE**

- 3.1 Appeals:** The homeowner and only the homeowner shall have the right to appeal decisions of the ACC, to the Board of Directors, in accordance with the appeals procedure presented in the Declaration of Covenants and Restrictions, Fernshire Farms Homeowners Association which states in Article VI, Section 10:

“...the decisions of the Architectural Committee shall be final except that any Owner, who is aggrieved by any action or forbearance from action by the Architectural Committee, may appeal the decision of the Architectural Committee to the Board of Directors, and upon the request of such Owner, shall be entitled to a hearing before the Board of Directors.”

A homeowner desiring an appeal shall write to the Board of Directors stating the decision to be appealed and the grounds for disagreement with the decision of the ACC. The homeowner will be notified of the date and time of a hearing before the Board for consideration of the appeal.

- 3.2 Hearings:** The outcome of hearings shall be the final community decision and resolution.

## **CHAPTER 4: GUIDELINES**

- 4.1 Alterations and Conditions Prohibited by Covenants:** The following alterations and/or conditions are specifically prohibited by the covenants governing the Fernshire Farms Development:

- 4.1.1 No radio or television receiving or transmitting antennae or external apparatus shall be installed on any lot or dwelling, except as permitted by Federal Law. Satellite dishes, are specifically covered in Section 4.3.15 of these Guidelines.
- 4.1.2 No junk vehicle or other vehicle on which current registration plates are not displayed, including trailers, trucks, campers, camp trucks, house trailers, boats, or the like, shall be kept upon any of the Property, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the property.
- 4.1.3 No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any lot, except one (1) sign for each building site, of not more than eighteen inches (18”) by twenty—four inches (24”), advertising the Property for sale or rent. This prohibition shall not apply to temporary political signs on lots which are in compliance with Section 11B-111.2 of the Maryland Homeowners Association Act. Unless otherwise specified by the Montgomery County Code, such signs may be displayed only 30 days before and 7 days after the primary election or general elections.

- 4.1.4 Trash, garbage and recycling containers shall not be permitted to remain in public view, except on days of collection. The exception to this is for units that do not have fenced in back yards. These units may store trashcans, trash containers, and recycle bins neatly in the back yard adjacent to the building, however all trash must remain in those trashcans, trash containers or recycling bins. Please refer to Sections 4.2.1, 4.2.12 and 4.6 for additional rules regarding trash.
- 4.1.5 No structure of a temporary character, trailer, tent, shack, barn, or other outbuildings shall be maintained upon the property at any time.
- 4.1.6 No sheds, unless in backyards.

**4.2 Alterations and Conditions Prohibited by the Covenant and By-Laws:** The following examples of alterations and conditions are considered to be detrimental and detract from the general appearance of the community and are therefore prohibited.

- 4.2.1 Window air conditioners
- 4.2.2 Awnings
- 4.2.3 Raw metal storm doors and raw metal storm windows
- 4.2.4 Drying of clothes outdoors
- 4.2.5 Newspaper boxes on individual posts
- 4.2.6 Permanent, in-ground flagpoles
- 4.2.7 Hedge fencing or screen plantings that extend beyond the front of the dwelling
- 4.2.8 Plantings, structures or any alterations outside individual property lines, in common areas or in the space between sidewalks and curbs. Dumping or storage of items on the common areas is prohibited.
- 4.2.9 Visible outside storage of lumber, building materials, wheelbarrows, junked items, trash, automobile or other vehicle parts or other unsightly items.
- 4.2.10 Objects visible above the height of the fence with the exception of approved upper decks/steps and approved storage sheds.
- 4.2.11 Exterior additions to living spaces including the addition of sun rooms, screen porches and building extensions.
- 4.2.12 Storage of any item, with the exception of patio, lawn furniture, lawn mowers,

portable grills, trash cans, trash containers and recycle bins, in a backyard that is not fenced in on all sides.

4.2.13 The foregoing list is not all-inclusive. These and other proposed changes that visibly change the look of the property need to be submitted to the ACC for review and approval. This not only protects the integrity of the community but saves the homeowner from additional expense should a change not be approved.

### **4.3 Alterations Specifically Requiring Submission and Approval**

4.3.1 Fencing: To be considered, fencing must meet the following specifications:

- a. Must be rear yard only AND
- b. Must be board on board construction AND
- c. Posts must be pressure or chemically treated AND
- d. Fencing material must be free of bark AND
- e. Fencing material must be natural, unpainted wood. Material other than natural wood will be considered on a case by case basis. Stain colors must be approved by the ACC AND
- f. Must be between forty-eight inches (48") and seventy-two inches (72") as specified in the Covenants.
- g. Common fence changes must have the signatures of all homeowners affected by the change on the application.

4.3.2 Solar heating panels of any type.

4.3.3 Storm doors: To be considered, storm windows must meet the following specifications:

- a. Must match the color of the house trim OR
- b. Must match the color of the front door OR
- c. Must match the color of the shutters OR
- d. May be white.
- e. If in doubt or if changes are desired, submit a color scheme to the ACC.

4.3.4 Windows: To be considered, windows must meet the following specifications:

- a. Must be white OR
- b. Must match the trim of the house.

4.3.5 Skylights: To be considered, skylights must meet the following specifications:

- a. Must be of same style as currently approved in the community AND
- b. Must be of same size as currently approved in the community.

4.3.6 Attic Exhaust Fans: To be considered, attic exhaust fans must meet the

following specifications:

- a. Must be low profile AND
- b. Must be installed on the rear slope of the roof near the peak AND
- c. Must be centered side to side AND
- d. Must be Underwriters Laboratory (UL) approved AND
- e. Must have properly installed and approved controls.

4.3.7 Decks: To be considered, decks must meet the following specifications:

- a. Must be constructed of pressure treated lumber AND, if stained, color must be approved by ACC.
- b. Deck construction materials, other than lumber, must be approved by the ACC, on a case by case basis.
- c. Privacy fences on decks must be approved by the ACC.

4.3.8 Exterior painting of doors, door trim, window trim and eave trim: To be considered, the application must include a paint chip showing proposed color and type of paint.

4.3.9 Outdoor fireplaces and permanently installed grills.

4.3.10 Window boxes: To be considered, window boxes must meet the following specifications:

- a. Must be installed on rear windows OR
- b. Must be installed on deck OR
- c. If installed on front railings, must be removable and must be removed during the non-growing season.

4.3.11 Patios (only applicable to unfenced backyards)

4.3.12 Exterior Lighting: To be considered, exterior lighting must meet the following specifications:

- a. Must be hooded AND
- b. Must not project light into adjoining property lines so as to be an annoyance

4.3.13 Lawn ornaments and statuary: To be considered, a description including size, and a picture of the object, along with site plan showing location of the object must be submitted with application.

4.3.14 Trees: To be considered, description of the tree to be planted along with a site plan showing location of the tree and species must be submitted with the application.

4.3.15 Satellite Dishes: In accordance with the "Telecommunications Act of 1996", the following are the restrictions and requirements as they relate to satellite dishes.

- a. Direct broadcast satellite dishes and television broadcast antennae less than one meter in diameter may be installed, subject to the following guidelines below. Written notice of the proposed installation, providing information about the type of device and the location and manner of installation, is requested to be provided to the Architecture Control Committee (ACC). The standard ACC review and approval process shall not apply. No other exterior antennae are allowed.
- b. No satellite dish other than direct broadcast television satellite dishes, measuring LESS than one meter (39") in diameter, shall be permitted, or as otherwise permitted by federal law.
- c. No satellite dish may be installed on a roof or attached to any part of a house (excluding a deck) unless such installation is the only alternative which permits the dish to receive an acceptable satellite signal.
- d. No satellite dish may be installed in the front yard of a house unless such installation is the only alternative which permits the dish to receive an acceptable satellite signal.
- e. If an acceptable quality signal can be received either by mounting the satellite dish on the house or by placing the satellite dish in the front yard, but in no other locations, the homeowner shall have the right to choose between mounting the satellite dish on the house or placing it in the front yard, subject to the remaining guidelines herein.
- b. All efforts must be made to locate a satellite dish in the rear yard of the house and to limit the visual impact on the adjoining properties to the greatest extent possible, so long as the dish can receive an acceptable satellite signal.
- c. If it is necessary to locate a dish where it is visible from the street or from adjoining properties, reasonable screening, by landscaping or other reasonable measure to reduce the visual impact, may be required.

4.3.16 Replacement windows: To be considered, the application must include a photo description of the window(s) to be installed and must meet the following requirements:

- a. Must be white OR
- b. Must match house trim OR
- c. Must be a color approved through ACC application.
- d. If the homeowner doesn't replace all windows at the same time, old windows must be painted to match the new windows.

4.3.17 Replacement doors and storm doors: To be considered, the application must include:

- a. Photo description of the door to be installed AND

- b. A sample of the proposed paint color and type of paint.
- c. Replacement doors may have a half moon design with no colored glass.

4.3.18 Siding: To be considered, the application must include:

- a. A color sample AND
- b. Materials sample AND
- c. Design sample.

4.3.19 Hot tubs and spas or ponds: In order for the application to be considered, the hot tub, spa, or pond must:

- a. Must be in fully fenced backyard.
- b. May not be visible above fence line.

**4.4 Alterations Not Requiring ACC Application Submission:** The following alterations are considered to be automatically approved, and no applications are required as long as the prescribed specifications are adhered to and the alteration is not in conflict with items contained in prior sections of these guidelines:

4.4.1 Plants, shrubs and flowers within the homeowner's property lines

4.4.2 Picnic tables with umbrellas in rear yard or on deck

4.4.3 Decorative borders around flower beds in front OR REAR yards that are:

- a. No more than twelve inches (12") in height AND
- b. Are consistent in color and material AND
- c. Are constructed of:
  - 1. Natural, red or white brick OR
  - 2. Natural (unpainted/unstained) railroad ties OR
  - 3. Natural (unpainted/unstained) pressure treated landscaping timber OR
  - 4. Painted wrought iron.

3.3.4 Dead bolt locks, peep holes, door knobs and door knockers

4.4.5 Garden hose and caddy affixed to the house that extends no higher than thirty (36") from the ground level

4.4.6 Holiday decorations with the stipulation that they must be removed within thirty (30) days following the holiday

4.4.7 Front combination metal storm doors that meet the following specifications:

- a. Must be the same color as the front door, house trim, shutters, or white AND
- b. Must not have a protective or decorative grill AND
- c. Must be full-view (consisting of one or two glass panels) OR three-quarter view doors.

4.4.8 Rear combination metal storm doors that meet the following specifications:

- a. Must be the same color as the front door, house trim, shutters, or white AND
- b. Must not have a protective or decorative grill AND
- c. May be full-view (consisting of one or two glass panels) OR three-quarter view doors OR half-view doors.

4.4.9 American flag that meets the following specifications:

- a. Must be flown on a removable pole that is no longer than six feet (6') AND
- b. Must be flown only between daybreak and sunset.
- c. Only American and state flags may be flown

4.4.10 Storage sheds IN BACK YARDS that meet the following specifications:

- a. Must not exceed the height of the fence AND
- b. Wood sheds must be left natural wood or may be stained an earthen tone. If painted, must match the color of the siding OR
- c. Metal/plastic/vinyl sheds must match the color of the siding.
- d. Sheds not meeting the above criteria require ACC application.

4.4.11 Trellises that do not exceed the height of the fence

4.4.12 Vegetable gardens that meet the following specifications:

- a. Must be rear yard only AND
- b. Must not exceed property lines AND
- c. Stakes do not exceed the height of the fence AND
- d. Plant refuse and stakes are removed at the end of the growing season.

4.4.13 Roofing, if material matches existing material, color, texture, and shingle size.

3.3.14 Siding, if material matches existing material, color, texture, and plank size.

3.3.15 Gutters, if material matches existing material, color, texture, and size.

**NOTE: Any proposed exterior alteration that is not listed within these Guidelines or that does not fully comply with its provisions, must have ACC approval. When in doubt, submit an application to the ACC.**

**4.5 PARKING:** Guidelines are to be adhered to by homeowners and tenants. The following policy hereby supersedes any and all other policies which may have been previously enacted by any Board of Directors for the Fernshire Farms Homeowners Association and which dealt with the parking and storage of vehicles upon the common areas of the Association with the exception of the policy adopted July 14,

1987, which addresses the assigning and enforcement of individual reserved parking for the Association.

3.3.16 Residents are required to park in assigned spaces. Vehicles may not be parked in spaces other than those assigned AND

- a. May not be parked perpendicular to current parking spaces behind cars already in those spaces.
- b. May not be parked on sidewalks.
- c. May not be parked in guest spots.
- d. May not be parked in fire lanes, as defined by yellow curbs.
- e. All such vehicles shall be subject to the parking rules and regulations of Montgomery County and the City of Gaithersburg. Violations will be subject to, but not limited to, ticketing and towing, per County and City regulations.

4.5.2 If assigned spots are inadequate for residential needs, vehicles must be parked on Sioux Lane.

4.5.3 The owner, if readily identifiable, of any vehicle on which current registration plates are not properly displayed, junk vehicle, commercial vehicle, trailer, camper, truck, camper truck, boat, boat trailer, stored vehicle or the like, any vehicle which poses a hazard, or any vehicle not properly parked in parking spaces which are located upon the Common Areas, without the written permission of the Board of Directors, shall be notified in writing by the Board or its agent to remove such a vehicle from said premises within a period not to exceed 48 hours. In the event that the owner of such vehicle cannot be readily identified, the Board or its agent shall post notification of the intent to remove the vehicle. This notice shall direct the owner to remove the vehicle within 48 hours of the posting of the notice upon the vehicle or be subject to towing. An abandoned vehicle (see 4.5.6.1 below) is subject to immediate towing at the owner's risk and expense.

4.5.4 Vehicles, which are not removed within the specified period, shall be removed from the community. Any towing and storage charges or damages resulting from such removal, if any, shall be the responsibility of the owner of the vehicle. If the vehicle is determined to be owned by a tenant or guest of a member of the Association, the member shall be responsible for any expenses incurred in the removal of such a vehicle. Such expenses shall be placed as a charge against the lot owned by the particular member and shall be a continuing lien upon said lot and shall be collectible in the same manner as assessments.

4.5.5 Any subsequent violation of the above policy involving the same member, tenant, guest or vehicle or vehicles within one (1) year of the initial violation will result in the immediate removal of such a vehicle without further notification.

4.5.6 The following definitions are hereby established in order to afford a more explicit understanding of the vehicles listed in Section 4.5.3 above:

- a. Junk Vehicle: Any vehicle that shows obvious signs of the inability to pass Motor Vehicle Administration (MVA) inspection is considered a junk vehicle. Obvious signs include, but are not limited to:
- 1) lack of tires,
  - 2) no or expired license plates,
  - 3) no or broken headlights,
  - 4) flat tires.

The owner of any vehicle found in violation of this section can appeal in writing to the Board, as long as the written appeal reaches the Board within the time allocated on the notice for towing. Once the letter has been received, the Homeowner will be notified that he/she will have an automatic 30-day extension to correct the violation. If the violation is not corrected within that time period, the vehicle will be towed per Section 4.5.4 of this policy.

- b. Truck: A truck is a vehicle with a load capacity of greater than 3/4 ton OR meeting any of the following conditions:
1. having more than two (2) axles, and/or
  2. having a cargo (non-passenger) area with dimensions, including all racks, which exceed seven feet wide (7'), ten feet long (10'), or seven feet high (7') (from ground).
- c. Trailer: A trailer is any vehicle, which is drawn by another vehicle having motive power but is incapable of motive power itself.
- d. Boat: Self-explanatory.
- e. Camper: A camper is a vehicle drawn by a car or truck and is used as a temporary or permanent dwelling.
- f. Camper Truck: A camper truck is any self-propelled camper.
- g. House Trailer: Same as camper.
- h. Vehicle on which Current Registration Plates are not Displayed: Self-explanatory.
- i. Stored Vehicle: Any vehicle which remains stationary in the common parking areas (guest spots) or driveways for a period exceeding three (3) days. Proof of this violation must be supplied, in writing, by a member of the Association willing to witness and testify that the vehicle in question has been stationary for a period exceeding three (3) days.
- j. Hazard: Any vehicle parked in an area that can impede access of emergency vehicles or which impedes the safe ingress and egress of private automobiles or has damaged parts which can injure pedestrians walking near the vehicle.

- k. Commercial Vehicle: Any vehicle upon which is displayed writing or advertisements of any type, excluding police or other rescue service vehicles. Any vehicle which is used for business purposes. This includes, but not limited to, vans and/or trucks whose purpose is the storing and hauling of such business items as ladders, paint cans, glass panes, etc.
- l. Abandoned Vehicle: Any vehicle that is parked in a common (guest) parking spot without current registration or tags. Abandoned vehicles are subject to removal without notice.

**NOTE:** Contractors commercial vehicles (not resident or tenant owned) are permitted to park in the community between 7:00AM and 8:00 PM, provided the work is being performed in the community and the vehicle is instrumental to work being performed in the community.

#### **4.6 TRASH**

- 4.6.1 Unless otherwise provided in Section 4.1.4 of these rules, trash may only be placed in public view at or after sundown the evening before scheduled pickups and must be removed by 8:00 pm the following day.
- 4.6.2 Large item trash, which cannot be placed into a trashcan or trash container may not be stored, placed or otherwise left in public view, on a Lot or on common areas other than at or after sundown the evening before scheduled large item trash pickup.

**4.7 HOMEOWNER LIABILITY.** Homeowners will be held liable for the actions of their tenants, guests, and/or invitees.

### **CHAPTER 5: RULES AND COVENANT ENFORCEMENT PROCEDURES**

Pursuant to Article VII, Section 1(a) of the Bylaws of the Fernshire Farms Homeowners Association, Inc., the Board of Directors of the Fernshire Farms Homeowners Association, Inc. hereby adopts the following Rules for Covenant Enforcement:

#### **PROCEDURES:**

- 5.1 NOTIFICATION OF VIOLATION.** Whenever the Board of Directors becomes aware of a violation of the Association's Declaration, Bylaws or any adopted Rules and Regulations (hereinafter collectively referred to as the ""), it will forward, and when appropriate hand deliver, a "cease and desist" letter to the homeowner (and, if applicable, the tenant or guest of such homeowner) who has committed such violation. The cease and desist letter will be forwarded to the homeowner at such address which is reflected on the Association's records pursuant to Article III, Section 3 of the Association's Bylaws. The cease and desist letter shall state:
  - a. The specific nature of the alleged violation;
  - b. The Rule or Covenant which has been violated

- c. The action that is required to abate or remedy the violation and provide a reasonable time, based on the nature of the violation, that such action.
- d. That the alleged violator may request in writing, within five (5) days of the date the notice was sent, a hearing before the Board;
- e. That if no hearing is requested, the owner will be deemed to have waived the opportunity for a hearing and the appropriate fine may be assessed, and other sanction as provided in Section 5.3 of these rules;
- f. That each reoccurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed a reasonable amount established by the Board of Directors for such offense;

**5.2 SELF HELP CORRECTION.** If the violation is not remedied, corrected, or abated in the time-frame provided in the cease and desist letter, and no hearing is timely requested, the Board of Directors and/or its agent may then take the appropriate steps to correct the violation and charge any resulting costs back to the homeowner and or violator. Pursuant to Article VII of the Declaration, the Board of Directors and/or its agent may enter a Lot to take such corrective action. All costs will be assessed as a lien against the Lot and shall be collectible in the same manner as assessments. The charges provided herein, shall be distinct from the other sanctions the Board of Directors or ACC may impose, as provided in Section 5.4 of these rules.

**5.3 HEARING.** If a hearing is requested by the homeowner within the time-frame permitted, a notice of hearing will be forwarded to that homeowner, which will state the time, date and location of the hearing. At any Rules, Bylaws or Covenant enforcement hearing, the homeowner or the alleged violator shall have a right to present evidence, to present and cross-examine witnesses and to be represented by an attorney. Proof of notice of the hearing shall be made a part of the hearing record. The notice required is deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a summary of the evidence presented and a written statement of the decision of the Board of Directors and the sanctions, if any, imposed.

5.3.1 A notice of the results of the hearing will be forwarded to the homeowner within fifteen (15) days after the hearing stating the decision of the Board. If the Board determines that a violation of the Governing Documents has been committed, the notice of results will include any action required to correct the violation and any sanctions and/or fines imposed by the Board.

5.3.2 If no hearing is requested, or if the homeowner and/or alleged violator does not appear at the scheduled hearing, the Board of Directors may determine if a violation has been committed without a hearing and impose any of the fines or sanctions available under these rules. A notice will be sent to the homeowner informing him/her of the charge(s) and/or sanction(s) imposed by the Board, if any.

**5.4 SANCTIONS.** If the Board of Directors determines that a violation has occurred, the Board may, at its discretion, impose one or more of the following sanctions:

- a. Cease and Desist Order directing that the violation stop and that corrective action be taken;
- b. Fines;
- c. Suspension of Association voting rights;
- d. Suspension of use of Common Areas and recreational facilities and if the violation consists of the owner's failure to maintain the exterior of his or her lot or improvements thereon, take appropriate measures to correct the violation at the expense of the owner and the cost of same shall become a lien against the lot and shall be collectible in the same manner as assessments.
- e. Legal action to enforce the governing documents.

5.4.1 Schedule of Fines. If the Board of Directors determines that the homeowner has committed a continuing violation of the Association's Declaration, Bylaws or Rules and Regulations and that the violation has not been corrected by the date specified by the Board of Directors in the initial "cease and desist letter" sent to the homeowner or tenant, the following fine schedule will apply. Fines will continue to accumulate on the dates outlined below until the violation is corrected.

Each Uncorrected Violation

**Fines:**

Architectural Violations:

- a. Single Violation - \$50.00, doubling for each repeated violation in a six (6) month time period.
- b. Continuing Violation - \$50.00, plus \$50.00 per month or any portion thereof until corrected.

Other Covenant Violations:

- a. Single Violation - \$25.00, doubling for each repeated violation in a six (6) month time period.
- b. Continuing Violation - \$25.00 plus \$25.00 per month or any portion thereof until corrected.

Property Maintenance Violations:

- a. Single Violation - \$30.00, doubling for each repeated violation in a six (6) month time period.
- b. Continuing Violation - \$30.00 plus \$30.00 per month or any portion thereof until corrected.

NOTE: The Association will collect the fines and costs assessed under this provision in the same manner as it collects assessments to the extent permitted by law.

**NOTE: Such fines shall be cumulative, shall be collectible in the same manner as assessments.**

5.4.2 If the Board of Directors determines that the homeowner has committed the

same violation of the Governing Documents within the twelve (12) months subsequent to the initial cease and desist letter sent to the homeowner or tenant by the Board of Directors, then the Board of Directors may impose a fine in the amount of \$50.00 to \$250.00 upon the homeowner, depending upon the violation and the number of violations of the same Rule or Covenant that have been committed by the homeowner, and the costs, if any to the Association to correct the violation. .

**5.5 ENFORCEMENT:** The Board of Directors shall collect fines and charges in such amounts as outlined above and as determined by the Board, when appropriate. Such fines and charges are collectible from the homeowner in the same manner as assessments. All moneys collected by the Association from a homeowner for any reason, including moneys collected for regular and special assessments, shall first be applied to fines until satisfied and the balance, if any, toward assessments.