

FAIRVIEW MEADOWS COMMUNITY ASSOCIATION

**DESIGN GUIDELINES AND
ASSOCIATION RULES**

Adopted: June 23, 1997

TABLE OF CONTENTS

OVERVIEW

Community Organization	3
Application Procedure.....	3

CC&R GUIDELINES

Leasing; Obligation of Tenants and Other Occupants.....	4
Grass, Plant, and Gravel Maintenance	4
Nuisances	4
Landscaping and Maintenance; Reconstruction	5
Trash/Recycling Containers and Collection.....	5
Signs	5
Party Walls	6
Motor Vehicles	6
Vehicles	7
Garages and Driveways	7
Animals.....	8
Decorative Items	8
Speed Limit.....	9
Drainage	9
Hoses.....	9

DESIGN GUIDELINES

Design Review Committee	9
Antennas, Poles and Towers; Basketball Goals.....	10
Improvements and Construction	11
Flags and Flagpoles	11
Fences, Interferences and Obstructions	11
Gates, Doors, and Screen Doors.....	12
Maintenance of Exterior Paint	12
Satellite Dishes.....	12
Gates, Doors, and Screen Doors.....	13
Solar Collection Panels or Devices	13
Window Coverings	14
Landscaping and Maintenance; Reconstruction	14
Improper Maintenance and Use of Lots	15

FINES, PENALTIES, AND APPEALS

Fines and Penalties.....	16
Appeals.....	17

Important Rules and Regulations Governing Fairview Meadows For Homeowners and Occupants at Fairview Meadows

Community Organization

Every resident of Fairview Meadows is a member of Fairview Meadows Community Association (the "Association"), the entity responsible for the management of all common areas as well as administration of the affairs of the community. The Association is created by the recording of the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (the "CC&R's"). The CC&R's set forth procedures, rules and regulations, which govern the community. The Association Rules and Design Guidelines are an extension of the CC&R's and are designed to be used in harmony.

The Board of Directors (the "Board") is charged with responsibility for overseeing the business of the Association and has a wide range of powers. The Design Review Committee (the "Committee") is established by the Board to review all improvements within Fairview Meadows including new construction and modifications to existing properties. The Committee has adopted design guidelines and standards to evaluate proposed construction activities.

Application Procedure

The following items should be completed and included with each request:

- Application Form completed and signed (copy enclosed, additional copies may be obtained from the Association Management Office or downloaded at: www.visioncommunitymanagement.com)
- Plot Plan – A site plan indicating dimensions relating to the existing dwelling and property lines (setbacks, etc.) and the improvement to be installed.
- Elevation Plans – Plans showing finished appearance of the improvements in relation to the existing dwelling and property lines.
- Specifications – Description detailing materials to be used with color samples attached; drawing or brochure of structure indicating dimensions and color.

Submit the application and plans to:

FAIRVIEW MEADOWS COMMUNITY ASSOCIATION
C/O VISION COMMUNITY MANAGEMENT
16625 S. Desert Foothills Parkway
Phoenix, AZ 85048
Phone– (480) 759-4945
Fax – (480) 759-8683

It is the homeowner's responsibility to ensure that any proposed construction is coordinated with, and where applicable, approved by all counties, local, state and federal government agencies. The Committee, the Management Company and the Association assume no responsibility for obtaining these reviews and approvals.

CC&R GUIDELINES

The following summarize some of the common provisions found in the CC&R's as well as rules established by the Board. Cooperation on the part of all residents in following these rules will make living at Fairview Meadows an enjoyable and safe experience.

Leasing; Obligation of Tenants and Other Occupants (Section 5.13 of the Declaration)

All tenants shall be subject to the terms and conditions of this Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Each Owner shall cause his, her or its tenants or other Occupants to comply with this Declaration, the Articles, the Bylaws and the rules and regulations of the Association and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such tenants or Occupants are also fully liable for any violation of each and all of those documents. No Owner may lease less than his, her or its entire Lot. No Lot may be leased for a period of less than thirty (30) days.

Grass, Plant, and Gravel Maintenance (Section 5.14 of the Declaration)

Yards containing grass shall be adequately watered and maintained to have a lush green appearance at all times; however, Owners with grass during fall and winter months who choose not to plant winter grass shall maintain the grass in a mowed and weed free manner at all times. No tree, shrub or grass shall be allowed to encroach onto the sidewalk, or impede safe passage on sidewalks. Trees or other plants shall be maintained so they do not encroach on the area of other Lots. Dead plants shall be removed or replaced in a timely manner. Plants which are damaged by winter freezing shall be cut back in a timely manner. Gravel shall be raked on a regular basis to ensure a neat and clean appearance.

Nuisances (Section 5.18 of the Declaration)

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property for any unreasonable time, and no odors shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Property in the vicinity thereof or to its Owners or Occupants. No loud, obnoxious or offensive activity shall be carried on or permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Persons or property, in the vicinity

of such Lot, or which shall interfere with the quiet enjoyment of each of the Owners and Occupants., The Board shall have the right to determine, in its sole discretion, whether the provisions of this Section have been violated. Any decision rendered by the Board shall be conclusive and shall be enforceable in the same manner as other restrictions in this Declaration.

Landscaping and Maintenance; Reconstruction (Section 5.14 of the Declaration)

Each Owner shall maintain the landscaping on such Owner's Lot and any public right-of-way areas lying between the front or side boundaries of such Lot and an adjacent street and shall keep the land free of debris and weeds at all times and promptly repair portions of the landscaping which have been damaged. Each Owner shall maintain the aforementioned landscaping and exterior of the Owner's Dwelling Unit in a neat, clean and attractive condition consistent in appearance with other properly-maintained, improved Lots within the Property.

Trash/Recycling Containers and Collection (Section 5.3 of the Declaration)

No garbage, trash or debris shall be allowed, stored or placed on a Lot except in sanitary, covered containers. In no event shall such containers be Visible From Neighboring Property, except for a reasonable time immediately prior to and after collection. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. No incinerator shall be maintained on any Lot and no trash, garbage or debris shall be burned thereon by open fire or otherwise.

1. Trash and recycling bins shall not be put out before 5 p.m. on the night before collection.
2. Trash and recycling bins shall be removed from the street by 11 p.m. of the day of collection

Bulk Trash: It is unacceptable to put bulk items on the curbs, sidewalks or streets or next to trash or recycle cans at any time. City of Chandler residents in need of bulk trash removal can schedule free pick-up of bulk items by calling 480-782-3510. Residents can also take their bulk trash, tree clippings and hazardous materials (such as old paint) to the recycle and trash facility located at the southwest corner of McQueen and Queen Creek. For more details, call **480-782-3510**. Note that bulk collection cannot be scheduled via email.

Signs (Section 5.15 of the Declaration)

No signs of whatever nature shall be placed on any Lot which are Visible From Neighboring Property except:

- 1) Signs required by legal proceedings
- 2) A maximum of two (2) street address identification signs for each individual residence, each with a maximum face area of 72 square inches or less
- 3) "For Sale" and "For Lease" signs no larger than five (5) square feet

- 4) Signs used by Declarant to advertise the Property during the construction and sales period.

Party Walls (Section 5.20 of the Declaration)

Except as hereinafter provided, the rights and duties of Owners of contiguous Lots which have shared walls or fences ("Party Walls") shall be as follows:

- 1) Each Owner shall have an equal right to use the Party Walls to the extent such use does not interfere with the other Owner's use and enjoyment thereof;
- 2) If a Party Wall is damaged or destroyed through the act or omission of an Owner or the Owner's Occupants, agents, guests or family (whether or not such act is negligent or otherwise culpable), such Owner shall be obligated to rebuild and repair the Party Wall at the Owner's sole expense (provided that this shall not bar such Owner from recovering, or seeking to recover, all or any part of such expense from any insurer, Occupant, agent guest or other Person who otherwise may be liable to such Owner);
- 3) If any portion of a Party Wall is damaged or destroyed other than by the act of an adjoining Owner or the Owner's Occupants, agents, guests or family, or deteriorates from ordinary wear and tear, it shall be the joint obligation of all Owners whose Lots adjoining such portion of the Party Wall to immediately rebuild and repair it, and the expense shall be ratably divided among the Owners based on the amount of linear footage of their respective Lots. located along such portion of the Party Wall;
- 4) If a dispute occurs between Owners regarding a Party Wall or the sharing of the cost thereof, such Owners shall submit the dispute to the Committee, whose decision shall be binding unless appealed to the Board, in which event the Board's decision shall be binding and final. Notwithstanding any such decision, no Owner is prohibited from seeking indemnity from the party causing the damage;
- 5) The Association shall have the right but not the obligation, to perform any work which an Owner or Owner(s) fails to do in a timely manner. The Owner(s) responsible for such work shall upon demand pay all costs incurred by the Association together with interest at 12 percent (12%) per annum and an administrative fee at ten percent (10%) of the amount incurred by the Association.

Motor Vehicles (Section 5.11 of the Declaration)

No motor vehicles of any kind which are not in operating condition shall be parked in any unenclosed parking areas (including but not limited to, private driveways appurtenant to a Dwelling Unit). The provisions of this Section shall not apply to vehicles of Declarant or its employees, agents, affiliates, contractors or subcontractors during the course of construction activities upon or about the Property. No other

vehicle (including but not limited to, mobile homes, motor homes; boats, recreational vehicles, trailers, trucks, campers, permanent tents or similar vehicles or equipment) shall be kept, placed or maintained upon the Property or any roadway adjacent thereto, except: (a) within a fully-enclosed garage appurtenant to a Dwelling Unit; or (h) in such areas and subject to such rules and regulations as the Board may designate and adopt. No vehicle (including, but not limited to, those enumerated in the preceding sentences) shall be constructed, reconstructed or repaired on the Property or any roadway. therein or adjacent thereto except within a fully enclosed garage.

Vehicles (Section 5.11 of the Declaration)

No private passenger automobiles or pickup trucks shall be parked on the Property or any roadway therein or adjacent thereto except within a garage or in a private driveway appurtenant to a Dwelling Unit. The preceding sentence shall not preclude occasional overflow parking in a street right of way for guests or other reasonable purposes provided that no inconvenience is imposed on the Owners or Occupants of other Lots.

- 1) Owners' and Occupants' vehicles shall not be routinely parked in the street.
- 2) The appearance of Owners' and Occupants' vehicles shall be maintained such that all vehicles appear operable. Owners and Occupants shall not allow vehicles with spider webs, flat tires, etc. to remain Visible From Neighboring Property.
- 3) In accordance with City of Chandler Ordinance, vehicles shall not be parked in the front yard area of any Lot.
- 4) Commercial vehicles and vehicles with logos identifying businesses (excluding bumper stickers not to exceed three inches by twelve inches) owned by Owners or Occupants are prohibited on the Property, except within an enclosed garage. This provision shall not apply to vehicles on the Property for purposes of conducting work contracted by the Owners, Occupants, or the Association.
- 5) Vehicles shall not be parked such that they impede safe passage on any sidewalk. Vehicles shall not be parked on a curb or sidewalk. Vehicles parked in driveways shall not extend over any sidewalk. These conditions are in accordance with City of Chandler Ordinances.

Garages and Driveways (Section 5.6 of the Declaration)

The interior of all garages situated upon the Property shall be maintained by the respective Owners or Occupants thereof in a neat and clean condition. Such garages shall be used for parking vehicles and storage only, and shall not be used or converted for living or recreational activities. Garage doors shall be kept closed at all times except to the limited extent reasonably necessary to permit the entry or exit of vehicles or persons. All driveways shall be of concrete construction. Detached garages shall not be permitted."

- 1) The width of any existing driveway shall not be increased unless approved in writing by the Board.
- 2) Oil and similar stains shall be cleaned from driveways in a timely manner. If an Owner's or Occupant's vehicle or a vehicle owned by a guest or visitor of an Owner or Occupant causes oil or other stains in the street outside his or her Lot, the Owner or Occupant shall clean up the stains in a timely manner. Oil pans shall be removed from driveways when vehicles are not parked over them.
- 3) Painting or dyeing of sidewalks and driveways that are Visible' From Neighboring Property shall not be permitted.

Animals (Section 5.2 of the Declaration)

No animal, bird, livestock, poultry or fowl of any kind, other than a reasonable number of generally recognized house pets (as determined by the Board and set forth in the Association Rules) shall be maintained on or in any Lot and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. Notwithstanding the foregoing, no pets may be kept upon the Property or on or in any Lot which, in the opinion of the Board, result in any annoyance or are obnoxious to Owners or Occupants of other Lots in the vicinity."

- 1) With respect to outdoor pets, households are limited to two (2) pets. Owners and Occupants that exceed this number of pets prior to the adoption date of these Association Rules will not be administered in violation of this rule provided: (a) they notify the Association management company of the number and type of pets they have within thirty (30) days of the adoption of these Association Rules; (b) they do not obtain additional pets. This condition does not override the Board's authority to prevent people from keeping pets if, pursuant to Section 5.2 of the Declaration, such pets "result in any annoyance or are obnoxious to Owners or Occupants of other Lots in the vicinity" of the Property. New Owners and Occupants of homes which were previously permitted to exceed the above two (2) pet limit must abide by the two (2) pet limit.
- 2) Cleaning equipment shall be utilized when exercising pets in the vicinity of the Property. Namely, Owners and Occupants shall pick up after their pets when walking or otherwise exercising such pets on any Lot, sidewalk, street, or Common Area in the vicinity of the Property.

Decorative Items

All exterior decorative items require written approval from the Board prior to installation. This includes, but is not limited to, iron work, personalized name plates, wind chimes, benches, fountains, sun faces, pottery, wood planters, lawn art, etc. Holiday decorative items do not require approval; however, the decorations shall not

be displayed more than thirty (30) days prior to the actual holiday or more than fourteen (14) days after the actual holiday.

Speed Limit (In accordance with State law)

In accordance with State law, a speed limit of twenty-five (25) miles per hour must be observed at all times within the Property.

Drainage (Section 5.19 of the Declaration)

No Owner or Occupant shall interfere with the drainage established for the Property or any other property adjacent to its Lot.

Hoses

Hoses must be kept on a reel or similar attachment, housed in hose potterry, or concealed from view at all times that the hose is not in use. Hoses shall not be left laying in the front or side yards or wrapped around the front yard hose bib.

DESIGN GUIDELINES

Design Review Committee

Declarant shall establish the Committee to perform the functions of the Committee set forth in this Declaration. The Committee shall adopt procedural rules and regulations for its performance of such duties, including procedures for the preparation, submission and consideration of the application for any approvals required by this Declaration. The Committee shall consist of such number of regular members and alternate members as Declarant may designate. Except as provided in the next sentence, all such members shall be appointed by Declarant and may be removed at any time by Declarant for so long as Declarant owns property within the Project. If Master Declarant obtains title to Lots and succeeds to Declarant's rights pursuant to enforcement of the Deed of Trust, then all members shall be appointed, and may be removed at any time, by Master Declarant for so long as Master Declarant owns property within the Project. Thereafter, the members of the Committee shall be appointed by the Board. The Committee shall promulgate Design Guidelines to be used by the Committee in rendering its decisions. The Committee shall have all the powers, duties and authority conferred upon it by this Declaration and the Design Guidelines. The decisions of the Committee shall be final on all matters submitted to it pursuant to this Declaration. Until Master Declarant no longer has an interest in the Property, whether as a Beneficiary of the Deed of Trust or as an Owner of a Lot, any item requiring approval of the Committee shall first require the approval of Master Declarant before it can be finally approved by the Committee. Approval by the Master Declarant shall not be unreasonably withheld.

Antennas, Poles and Towers; Basketball Goals (Section 5.10 of the Declaration)

- 1) Basketball goals, including portable basketball goals, may be permitted provided they comply with the conditions set forth in these Association Rules. The term "free standing pole" shall mean any pole not affixed to a Dwelling Unit.
- 2) Any basketball goal must be approved by the Board in writing prior to installation. Requests for installations of basketballs goals shall be made on an Architectural Design Approval Form, which can be obtained from the Association management company. The Architectural Committee shall be responsible for reviewing requests for installations of basketball goals and making recommendations on the approval or disapproval of such requests to the Board. The Board shall make the final decision on the approval or disapproval of these requests.
- 3) No basketball ball goal shall be permitted to be used on a sidewalk or street. In no case shall a basketball goal be permitted to be installed on a Dwelling Unit.
- 4) All basketball goal poles shall be black, white, or gray. All basketball goal backboards shall be at least 50% white, 50% clear, or 50% gray. The base of any portable basketball goal shall be either black or gray. If the base of any fixed basketball goal is visible from adjacent Lots, the base shall be of concrete construction, and shall. have dimensions not. exceeding three (3) feet by three (3) feet. In no such case shall basketball court lines be painted or otherwise marked on a driveway.
- 5) All basketball goals shall be maintained in like new condition. Damage to any part of a basketball goal, including damage caused by weather, excessive use, vandalism, etc., shall be repaired in a timely manner.
- 6) The hours of use of basketball goals shall be limited to the hours of seven (7) a.m. to ten (10) p.m. Hours of use of basketballs goals shall be further restricted by the Board if the use of such basketball goals is found to constitute a nuisance to other Owners or Occupants.
- 7) Architectural Design Approval Forms submitted to the Association management company at least fifteen (15) days prior to the next public Board meeting shall be reviewed by the date of the meeting. At such meeting, the Board shall either approve the request, disapprove the request, or request additional information that is determined by the Board as necessary to process the request. If the Board determines additional information is necessary, the Board shall take final action on the request within fifteen (15) days after receipt of such information. If the Board or Architectural Committee does not comply with the above schedule, any requested basketball goal shall be approved by default, only if the requirements outlined in items 3 through 6 above and item 8 below are satisfied.

- 8) Portable basketball goals shall be stored when not in use, such that they are not Visible From Neighboring Property.

Improvements and Construction (Section 5.7 of the Declaration)

The design, size, color, location and 'elevation' of any improvement which is Visible From Neighboring Property, and all changes thereto; must be approved by the Committee prior to installation. All landscaping which is Visible From Neighboring Property, and all changes inconsistent with previous approvals, must be approved by the Committee prior to installation. A storage shed or other equipment which is Visible From Neighboring Property shall not be placed on a Lot unless approved by the Committee and such approval may be withheld in the Committee's sale discretion. Only houses constructed on the Property in accordance with this Section shall be occupied as Dwelling Units.

- 1) Owners and Occupants who wish to make improvements or changes to their Lot which are Visible From Neighboring Property shall receive written approval from the Board prior to making the change.
- 2) Owners and Occupants may obtain Architectural Design Approval Forms from the Association management company.

Flags and Flagpoles

Section 2, Title 33, Chapter 16, Article 1, A.R.S., has been amended by adding Section 33-1808 to read:

Notwithstanding any provision in the community documents, an Association shall not prohibit the outdoor display of the American flag by an Association member on that member's property if the American flag is displayed in a manner consistent with the Federal Flag Code. The Association shall adopt reasonable rules and regulations regarding the placement and manner of display of the American flag. The Association rules may regulate the location and size of flagpoles, but shall not prohibit the installation of a flagpole. No more than one standard twelve (12) foot flagpole, securely anchored in the ground may be installed on any Lot. No flag other than the flag of the United States of America may be flown without prior written approval of the Board or Architectural Committee.

Fences, Interferences and Obstructions (Section 5.12 of the Declaration)

No fence, wall, hedge, or shrub or other plant which obstructs sight lines at elevations between two (2) feet and six (6) feet above adjacent public streets shall be permitted on any corner Lot within the triangular area formed by the streets and a straight line connecting those property lines at points twenty-five (25) feet from the intersection of those property lines (or, in the case of a rounded Lot corner, from the intersection of those property lines as extended). No tree shall be permitted to remain within such area unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

Gates, Doors, and Screen Doors

All replacement gates, replacement doors, and screen doors must be approved in writing by the Board. Requests for review of gate and door replacements and security door installations shall be made on the Architectural Design Approval Form, which can be obtained from the Association management company. Doors that are Visible From Neighboring Property shall not be painted a color different from the original color without written approval from the Board. Screen doors shall be painted one of the three exterior colors of the Dwelling Unit to which the screen door belongs (i.e. the color of the doors, the color of the stucco, or the color of the trim). The wood slats on gates shall not be painted. Weather treating stains may be used provided they do not result in an appearance that significantly differs from the wood's natural color.

Maintenance of Exterior Paint

The exterior paint of any Dwelling Unit shall be cleaned or restored as necessary to ensure a neat and clean appearance. Dirt stains at the base of a Dwelling Unit shall be painted over or cleaned in a timely manner. In no case shall a house be permitted to be painted a color other than a color provided by JM Peters without written approval by the Board.

Satellite Dishes

The Association hereby adopts this Resolution and Policy in order to regulate the installation, use and maintenance of satellite dishes and antennas in accordance with the FCC rule. While this Resolution and Policy applies to all owners, tenants and occupants within the Association, the owner of record is ultimately responsible for compliance with this resolution and Policy.

Antenna/Satellite dish types are as follows:

- 1) This Resolution applies only to the following three types of antennas as listed in the FCC Rules:
 - a. Direct Broadcast Satellite ("DBS") antennas less than 1 meter in diameter.
 - b. Multi-point Distribution Service ("MDS") antennas less than 1 meter in diameter.
 - c. Antennas designed to receive television broadcast signals.
- 2) Antenna/Satellite dish installation guidelines are as follows:
 - a) An architectural form must be filled out and submitted for approval, prior to installing a satellite dish. Failure to obtain prior approval is a violation of the Association's rules and regulations and will result in immediate action taken by the Board of Directors. Please mail the a/c form back to Tri-City Property Management. Your request will be processed directly.

- b) Satellite dishes must be installed by a professional dish company. Please provide the dish company a copy of these guidelines to ensure proper installation.
- c) The dish must be installed at least 5 feet back from the front of the house and must be installed on the fascia or trim board of the house. Dishes are not permitted to be installed on the top of the house. All cables must to be concealed as much as possible. Any exposed cable or wires need to be anchored to the building in an inconspicuous manner and painted to match the building. Cables and wires shall not run over the roof or walls.
- d) If the antenna must be mounted to a mast, the height requirement is Twelve (12) feet or less above the roofline, in accordance with FCC Rules.
- e) No antenna/dishes shall be allowed to encroach upon common elements or neighboring properties. Antenna/dishes shall comply with all applicable laws, regulations and codes.
- f) Owner is responsible for the care and maintenance of the satellite dish. At no time shall the dish be in disrepair. Owners are responsible for any damage resulting from the installation or at any time in the future.
- g) Owner shall hold the Association harmless and indemnify the Association in the event someone is injured by an antenna or satellite dish.

Gates, Doors, and Screen Doors

All replacement gates, replacement doors, and screen doors must be approved in writing by the Board. Requests for review of gate and door replacements and security door installations shall be made on the Architectural Design Approval Form, which can be obtained from the Association management company.

Solar Collection Panels or Devices (Section 5.9 of the Declaration)

subject to prior approval of the plans therefor by the Committee, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within the Property (including upon the roof of any structure upon any Lot), so long as either: (a) such solar collecting panels and devices are placed, constructed and maintained so as not to be Visible From Neighboring Property; or (b) such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Committee may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed by a person six (6) feet tall standing at ground level on adjacent properties.

Window Coverings (Section 5.5 of the Declaration)

In no event shall the interior or exterior of any windows be covered with reflective material, such as foil, or with paper, bed sheets or other temporary coverings.

- 1) Awnings and other similar exterior window coverings must be approved in writing by the Board prior to installation.

Landscaping and Maintenance; Reconstruction (Section 5.14 of the Declaration)

Within ninety (90) days of acquiring an improved Lot, each Owner (other than the Declarant) shall landscape (if not already landscaped) such Lot and any public 'right-of-way areas (other than sidewalks or bicycle paths) lying between the front or side boundaries of such Lot and any adjacent street. Each Owner shall maintain the landscaping on such Owner's Lot and any public right-of-way areas lying between the front or side boundaries of such Lot and an adjacent street, and shall keep the land, free of debris and weeds at all times and promptly repair portions of the landscaping which have been damaged., Landscaping shall be installed under this Section so as to, be consistent; in terms 'of-general appearance and level of care and attention, with other normal completed residential landscaping within the Property and within other residential properties in the vicinity of the Property. Each Owner shall maintain the aforementioned landscaping and exterior of the Owner's Dwelling Unit in a neat, clean and attractive condition consistent with other properly-maintained, and improved Lots within the Property. In the event any Dwelling Unit or other structure is totally or partially damaged or destroyed by fire, Act of God or any other cause, the Owner shall fully repair the damage and complete reconstruction of the Dwelling Unit or other structure within eighteen (18) months after occurrence of the damage or destruction. The provisions of this Section shall not apply to any Lot or other property owned by Declarant.

- 1) **Changes Not Requiring Approval** - Board approval will not be required for routine changes to landscaping. Whether or not a change is routine will be determined all the discretion of the Board. In general, approval will not be required for the following changes:
 - a) Planting of seasonal flowers;
 - b) Replacement of plants with identical or similar, commonly available plants;
 - c) Addition of new commonly available plants, provided such plants does not result in an over-planted, jungle-like appearance; and
- 2) **Ground Cover** - Gravel and other' ground cover materials shall be of earth tones. Bright colored gravel, including but not limited to blue, green, white, etc., shall not be permitted.
- 3) **Landscaping Lighting** - All landscape lighting (including walkway lighting) must be approved in writing by the Board prior to installation. Lighting shall be shielded such that the light shines primarily on the Lot on which it is installed.

Lights which create glare visible from other lots, as determined by the Board, are prohibited.

- 4) **Lawn Art** - Any lawn art (e.g. statues, fountains, figurines, etc.) shall be approved in writing by the Board prior to installation.
- 5) **Grass, Plant, and Gravel Maintenance** - Yards containing grass shall be adequately watered and maintained to have a lush green appearance at all times; however, Owners with grass during fall and winter months who choose not to plant winter grass shall maintain the grass in a mowed and weed free manner at all times. No tree, shrub or grass shall be allowed to encroach onto the sidewalk, or impede safe passage on sidewalks. Trees or other plants shall be maintained so they do not encroach on the area of other Lots. Dead plants shall be removed or replaced in a timely manner. Plants which are damaged by winter freezing shall be cut back in a timely manner. Gravel shall be raked on a regular basis to ensure a neat and clean appearance.
- 6) **Sidewalk Cleaning** - Owners or Occupants shall sweep sidewalks in front of their Lots to ensure gravel and other landscaping materials do not collect on the sidewalk.
- 7) **Temporary Storage of Materials** - Temporary placement of landscape materials in locations Visible From Neighboring Property is permitted for a maximum of seven (7) days.

Improper Maintenance and Use of Lots (Section 11.3 of the Declaration)

If (a) any portion of any Lot is maintained so as to present a nuisance, or substantially detracts from or affects the appearance or quality of any neighboring Lot or other area, or is used in a manner which violates this Declaration, (b) the Owner of any Lot fails to perform such Owner's obligations under this Declaration, or the Association Rules, the Association, by Board resolution, may make a finding to such effect, specifying the particular conditions(s) that exist, and thereafter give notice to the Owner of such Lot that unless specified corrective action is taken within a specified time period the Association, at such Owner's, may take whatever action is appropriate to compel compliance including, without limitation, appropriate legal action. If at the expiration of the specified time period the requisite corrective action has not been taken by the Owner, the Association is hereby authorized and empowered, at its sole discretion, to cause corrective action to be taken and/or to commence appropriate legal action. The cost thereof, including court costs and attorney's fees, shall be added to and become a part of the Assessments to which the offending Owner and the Owner's Lot is subject and shall be secured by the lien described in Section 8.2.

FINES, PENALTIES, AND APPEALS

Fines and penalties for violations of the Declaration and these Association Rules shall be assessed as prescribed below.

- 1) **First Offense** - For a first violation of a rule, restriction, or the community documents, the Owner shall receive a written warning from the Association and/or its management company notifying the Owner of the violation and requesting compliance within fourteen (14) days of the receipt of the notice.
- 2) **Second Offense** - For a second violation of a rule, restriction, or the community documents, the Owner shall receive a written warning from the Association and or its management company notifying the Owner of the violation and requesting compliance within fourteen (14) days of the receipt of the notice, and shall be assessed a thirty-five dollar (\$35) fine payable to the Association.
- 3) **Third and Additional Offenses** - For a third or subsequent violation of a rule, restriction, or the community documents, the Owner shall receive: ,a written warning from the Association and/or its management company notifying the Owner of the violation and requesting compliance within fourteen (14) days of the receipt of the notice and shall be assessed a seventy-five dollar (\$75) fine payable to the Association and or, at the Board's discretion, shall have his or her membership rights restricted.
- 4) **Continuing Offenses** - Unless otherwise indicated in any, notice of violation" a continuing offense shall constitute a new offense every fourteen (14) days until remedied.
- 5) **Extended Periods Without Violations** - If an Owner receives a notice of violation for a specific rule and does not receive an additional notice of violation for that rule for a period of six (6) months or longer, the next violation of that specific rule by that Owner will be treated as a first offense.
- 6) **Payment of Fines** - Payment of fines shall be made within thirty (30) days of notice. Any fine not paid by its due date shall be handled in the same manner as any other delinquent assessment as set forth in the Declaration.

FINE, PENALTIES, AND APPEALS

Fines and penalties shall be assessed for repeated and or continuing violations of rules and restrictions: For example, if an Owner or Occupant receives a notice of violation of Section 5.3 of the Declaration (e.g: left trash can out too long), and subsequently receives a notice of violation of Section 5.5 of the Declaration (e.g. uses foil as window covering), and a notice of violation of Section 5.4 of the, Declaration (e.g. clothes drying facilities Visible From Neighboring Property), each notice will be treated as a first offense; however, if the Owner or Occupant were to either (a) not remove the foil within fourteen (14) days after the receipt of the notice of violation of Section 5.5 of the Declaration; or (b) removes the foil within fourteen t14) days after receipt of the notice, but puts up newspaper as a window covering within the following six months, the Owner would receive a, notice of violation for a second offense, and would be assessed a thirty-five dollar (\$35) fine.

Every Owner has the right to a hearing to contest any notice of violation which includes the imposition of fines. Requests for such hearings shall be made in writing to the Board and or its Association management company within fourteen (14) days after receipt of the notice. Failure to request such a hearing within fourteen (14) days after receipt of the notice will result in the automatic imposition of such fines. If such an appeal is denied, the schedule for remedying the violation and for payment of any fines associated with the notice shall commence the day following the decision of the Board. Appeals submitted at least fourteen (14) days prior to the next public Board meeting shall be reviewed by the date of that meeting. Otherwise, the request shall be reviewed by the date of the subsequent meeting.

Every Owner has the right to appeal any decision of the Board regarding architectural and landscape review. Appeals must be made in writing to the Board and or its Association management company within fourteen (14) days after receipt of the notice of the Board's decision. Appeals submitted at least fourteen (14) days prior to the next public Board meeting shall be reviewed by the date of that meeting. Otherwise, the request shall be reviewed by the date of the subsequent meeting.