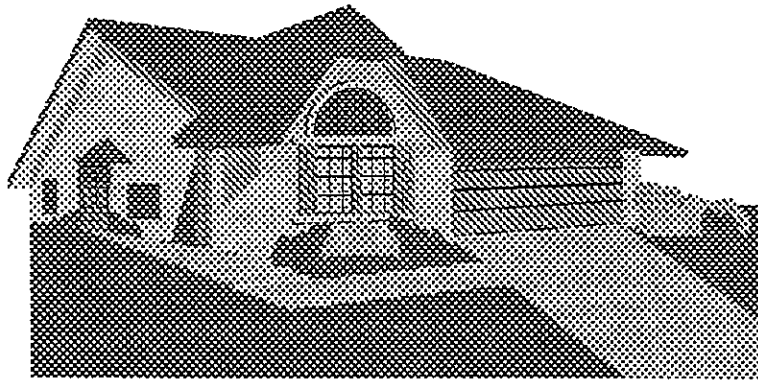


# Fairview Meadows Community Association

## - Association Rules -



Adopted June 23, 1997

## INTRODUCTION

Pursuant to Section 6.3 of the Declaration of Covenants, Conditions, and Restrictions for the Fairview Meadows Community Association (the "Declaration") dated November 21, 1994, and recorded January 20, 1995 (recording number 95-0043490), "By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal the Association Rules. The Association Rules may restrict and govern the use of the Common Areas, provided that the Association Rules shall not discriminate among Owners and Occupants except to reflect their different rights and obligations as provided herein, and shall not be inconsistent with this Declaration, the Articles or the Bylaws. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth herein. A copy of the Association Rules, as adopted or amended, shall be available for inspection at the office of the Association." This document contains the Association Rules adopted by the Board of Directors of Fairview Meadows. Additional or revised Association Rules may be enacted and distributed to the Members of the Association in the future.

These Association Rules are intended to be for the benefit of Owners and Occupants alike. The primary purpose of the Association Rules is to reiterate and clarify restrictions and provisions in the Declaration. In some cases, however, additional conditions and restrictions have been adopted. Violations of the Association Rules, Declaration, and/or other community documents may result in the imposition of fines, penalties, attorney fees, and costs. The Board believes that careful review of these Association Rules, the Declaration, the Bylaws of the Fairview Meadows Community Association (the "Bylaws"), and the Articles of Incorporation of Fairview Meadows Community Association (the "Articles") and any amendments thereto will make your ownership at Fairview Meadows more enjoyable and will facilitate communication and cooperation throughout the community.

## CITATIONS AND DEFINITIONS

When a paragraph in these Association Rules begins with the phrase "Pursuant to Section ... of the Declaration" the subsequent block quotation is merely a quote from the cited section in the Declaration. In addition, except as otherwise provided herein, capitalized terms used in these Association Rules which are defined in the Declaration, the Articles, or the Bylaws shall have the meanings set forth in the Declaration, the Articles, or the Bylaws, as applicable.

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## 1. Residential Purposes

Pursuant to Section 5.1 of the Declaration, "No gainful occupation, profession, business, trade or other nonresidential use shall be conducted on or in any Dwelling Unit, provided that an Owner or Occupant may conduct limited business activities in a Dwelling Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all applicable zoning requirements; (c) the business does not involve door-to-door solicitation of other Owners and Occupants; (d) the business activity does not generate drive-up traffic or customer or client parking; and (e) the business activity is consistent with the residential character of the property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners, as may be determined in the sole discretion of the Board."

## 2. Animals

Pursuant to 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 considered 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; and (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.
- 3) Other than while in the back yard of any Lot, dogs must be kept on leashes at all times.
- 4) Owners and Occupants shall not breed animals or keep litters of animals in the vicinity of the Property.

## 3. Garbage

Pursuant to 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.

#### **4. Clothes Drying Facilities**

Pursuant to Section 5.4 of the Declaration, "No outside clotheslines or other facilities for drying or airing clothes shall be placed on any Lot unless they are not Visible From Neighboring Property."

#### **5. Window Coverings**

Pursuant to 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.

#### **6. Garages and Driveways**

Pursuant to 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.

#### **7. Improvements and Construction**

Pursuant to 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 sole 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.

#### **8. Heating, Ventilating, and Air Conditioning Units**

Pursuant to Section 5.8 of the Declaration, "No heating, air conditioning or evaporative cooling units or equipment shall be placed, constructed or maintained upon the Property, including, but not limited to, upon the roof or exterior walls of any structure on any part of the Property unless: (a) where such unit or equipment is installed upon the roof of any structure upon the Property, such unit or equipment is fully screened from view from any adjacent Lots by a parapet wall which conforms architecturally with such structure; or (b) in all other cases, such unit or equipment is

attractively screened or concealed and is not Visible From Neighboring Property, which means of screening or concealment shall (in either case (a) or (b)) be subject to the regulations and approval of the Committee.”

## 9. Solar Collection Panels or Devices

Pursuant to 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 locations(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.”

## 10. Antennas, Poles and Towers; Basketball Goals

Pursuant to Section 5.10 of the Declaration, the following rules govern basketball goals:

- 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 basketball 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 basketball 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.

## 11. Vehicles

Pursuant to 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. 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 (b) 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. 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."

- 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.

## 12. Fences, Interferences, and Obstructions

Pursuant to 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."

## 13. Leasing; Obligation of Tenants and Other Occupants

Pursuant to 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.”

## 14. Landscaping and Maintenance; Reconstruction

Pursuant to 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 at the discretion of the Board. In general, approval will not be required for the following changes:
  - Planting of seasonal flowers;
  - Replacement of plants with identical or similar, commonly available plants;
  - 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) **Landscape 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.

## 15. Signs

Pursuant to Section 5.15 of the Declaration, "No signs of whatever nature shall be placed on any Lot which are Visible From Neighboring Property except (a) signs required by legal proceedings; (b) 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; (c) "for sale" and "for lease" signs no larger than five (5) square feet; and (d) signs used by Declarant to advertise the Property during the construction and sales period."

## 16. Prohibited Uses

Pursuant to Section 5.16 of the Declaration, "No use which is offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance or unreasonable source of annoyance, or which is hazardous by reason of risk of fire or explosion, or which is injurious to the reputation of any Owner shall be permitted on any Lot. No use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception or special use ordinance or regulation) of the United States, the State of Arizona, the City or any other governmental entity having jurisdiction over the Property shall be conducted on any Lot."

## 17. Dust Control

Pursuant to Section 5.17 of the Declaration, "The areas on each Lot which are not improved with buildings ("Clear Areas") shall be landscaped. Until such landscaping is installed, the Clear Areas shall be maintained in a neat and attractive condition, free of weeds and debris. The Owner thereof shall take necessary and appropriate measures to prevent and control the emanation of dust and dirt from the Clear Areas, which may include the use of gravel, grass, ground cover, or the sealing of the ground surface. After landscaping has been installed, each Owner shall continue to maintain its Lot in a manner which minimizes the possibility of dust being transmitted into the air and over adjacent properties."

## 18. Nuisances

Pursuant to 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."

## 19. Drainage

Pursuant to 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."

## 20. Party Walls

Pursuant to 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:

- (a) 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;
- (b) 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);
- (c) 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;
- (d) 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;
- (e) 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."

## 21. Speed Limit

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

## 22. 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.

## 23. 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.

## 24. Gutters and Downspouts

Gutters and downspouts must be approved in writing by the Board prior to installation. The color of such gutters and downspouts shall match the colors of the home, be made of high quality materials, and maintained in like new condition.

## 25. 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.

## 26. 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.

## 27. Mischievous Acts and Vandalism

Any person observed damaging property will be responsible for the expenses of repair or replacement and may be subject to criminal prosecution. Owners shall be responsible for damage incurred by their family members, including children, Occupants, guests, licensees, invitees, agents, and pets.

## 28. Waivers from Restrictions and Rules

Pursuant to Section 5.22 of the Declaration, "The Board, in its good-faith discretion, may grant such waivers of the restrictions contained in this Article 5 as it shall deem appropriate, so long as the use permitted by such waiver shall not result in an unsafe, unsanitary or aesthetically displeasing condition and shall not result, in the Board's discretion, in a substantial departure from the common plan of development contemplated by this Declaration. In addition, the Property shall continue at all times to be subject to applicable zoning laws and ordinances; provided, however, that where the provisions of this Declaration are more restrictive than such laws or ordinances, the provisions of this Declaration shall control."

- 1) The Board, in its good-faith discretion, may grant waivers of the Association Rules in addition to the restrictions in Article 5 of the Declaration.

## 29. Improper Maintenance and Use of Lots

Pursuant to 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."

### 30. 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.

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 (14) 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.

### **31. Committees**

Pursuant to Section 6.2 of the Declaration, "The Board may appoint various committees at its discretion."

- 1) No committee appointed by the Board shall have more than five (5) committee members, including one (1) Board member.
- 2) No person shall be permitted to serve on more than one (1) committee.
- 3) Each committee shall consist of at least one (1) Board member.
- 4) Except in the case of injury, illness or similar excusable circumstances, a committee member's fourth consecutive absence from a meeting called by the appropriate committee chairperson shall automatically constitute a resignation by such committee member as of the commencement of the fourth meeting. Meetings may be called by the committee chairperson provided three (3) days notice is given personally by the chairperson to all committee members, or by telephone or fax, which notice shall state the time, place, and purpose of the meeting.
- 5) Committee members shall be limited to a one year term. Committee members may be reappointed for additional terms at the discretion of the Board.