

STONEHENGE SUBDIVISION RULES AND REGULATIONS FOR EXTERIOR MAINTENANCE

The Stonehenge Subdivision Association (the Board) adopts the following Rules, Regulations, and Policies in an attempt to keep condominium values in this subdivision at quality market levels through a careful and cooperative maintenance process. These procedures provide for a sensible and timely review in order to alert owners about problems. In this way, conditions detrimental to individual units and buildings may be resolved before they start to reflect adversely on a single structure, those around it, and the entire subdivision. The Board hopes that each owner/resident will read these Rules, Regulations, and Policies, and work cooperatively to maintain their property in accordance with them. It is the duty of the Board to ensure that these Rules, Regulations, and Policies are uniformly applied throughout the subdivision and are enforced fairly and fully for the benefit of all owners and residents.

AUTHORITY

These Rules, Regulations, and Policies for Unit Exterior Maintenance are adopted in accordance with the Declaration and By-laws and are applicable to all privately owned property, community property, and common property within Stonehenge as defined in those documents.

Terms used in these Rules will have the meanings given in the Stonehenge Declaration and By-Laws. If terms are not defined in the Stonehenge documents, terms will be considered to have their ordinary, customary meanings based upon common usage.

IMPLEMENTATION

These rules and regulations shall be in full force and effect on February 1, 2010. In the initial and subsequent years that these rules and regulations remain in force, implementation will be performed in line with the standards contained herein. However, during the first four months, except as noted below, all notices of noncompliance resulting from shall be advisory only. This four-month grace period is to allow owners, tenants, residents, and others to become acquainted with the intent and purpose of these regulations. Owners are urged to survey their properties for potential and actual violations in order to conform to these rules and regulations and avoid any citations in future years. Notices of noncompliance beginning June 1, 2010, will be processed fully as provided in these rules, regulations, and policies.

Any violation(s) or condition(s) that could affect, or potentially affect, the safety of owners, tenants, residents, or neighborhoods found during inspections in the first four months, or any subsequent time thereafter, will be enforced immediately, with no grace period.

GENERAL STANDARD

Owners of units are responsible for the appearance and maintenance of their property, including any attached or detached additions and improvements such as garages, patios, decks, walks, driveways, fences, etc. Owners shall maintain buildings, yards, and lots in good order and repair. Failure to correct any of the following specific standards after notification is considered a violation of this standard.

SPECIFIC STANDARDS

1. Building Siding and Trim Boards:

- Siding/trim boards that show significant deterioration
- Siding/trim covered with excessive mold or mildew
- Siding/trim boards with chipped or peeling paint
- Siding/trim boards unpainted or worn down to expose composition board or bare wood
- Loose or broken bricks or bricks that are crumbling due to deterioration
- Missing bricks so a gap is created

2. Windows:

- Broken or missing panes of glass
- Torn or missing screens
- Trim boards that are rotted, missing, or have chipped or peeling paint

3. Doors:

- Broken or missing panes of glass, or torn or missing screens
- Unpainted, deteriorated, or removed door and/or panels
- Hanging loose or poorly attached hinges and doors
- Hardware: screw holes created when original was removed, or original replaced leaving spots unpainted

4. Shutters:

- Broken or missing slats
- Hanging loose or poorly attached

- Unpainted, deteriorated, or peeling/chipped
 - Original replaced with non-conforming style or size
5. Window Boxes:
- Hanging loose, missing, or poorly attached
 - Unpainted, rotted, deteriorated, or peeling/chipped
6. Balconies/Window Guard Rails:
- Rotted, unpainted, or deteriorated wood
 - Visible mold and mildew
 - Structural defects with missing sections or insecure fastening
7. Pagoda/Lantern Lights and Exterior Lighting:
- Broken, rusted, dented, bent out of shape
 - Broken or missing glass
 - Missing or burned out light bulbs
 - Fixtures themselves in need of paint
8. Garages and Garage Doors:
- Siding/trim or door panels rotted, covered in mold or mildew, or with chipped or peeling paint
 - Bare or exposed composition board or wood
 - Poor caulking around windows, doors, and baseboards
 - Garage doors missing panels or dented
 - Loose or broken bricks or block
 - Gaps between bricks or blocks

9. Roof Area:

- Roofing shingles that are missing or have visible holes
- Asphalt shingles that are broken or badly deteriorated
- Gutters and downspouts not secured to house, hanging down or missing
- Gutters and downspouts that are poorly maintained, rusted, or unpainted
- Gutters filled with leaves and/or debris
- Chimney flues that are rusted or with paint chipped or peeling
- Skylights that are rusted, broken, cracked or removed and replaced with a non-roofing material (plywood, plastic, etc.).

10. Decks and Patios:

- Broken, rotted, unpainted, peeling or chipped wood or other surface
- Missing bricks, blocks, or stones
- Overgrown vegetation

11. Other – Graffiti:

- Metal surfaces rusted, cracked, or other defects
- Fences with broken or missing parts
- Brick and block cracked, mortar missing or other visible defects
- Trash cans and recycling containers visible from the street
- Driveways, sidewalks, patios with broken or walked concrete, asphalt
- Other exterior maintenance conditions that are determined to present within the Subdivision an unsightly appearance by the

determination of the Board of Directors

12. Grounds

- Weeds
- Crabgrass
- Overgrown plantings, bushes, trees
- Waste or recycle receptacles visible from the street

13. Required Yard Maintenance

- Mowing and trimming of the lawn as required during the growing season
- Removal of weeds
- Watering lawn often enough to prevent browning, disease, and dying grass
- Grub preventative treatment as needed
- Shrub trimmings as needed
- Lawn aeration, if needed.
- Fall and spring cleanup of debris and leaves
- Early spring - Broad based weed killer, e.g. Ortho Weed B Gone plus Crabgrass Control
- Mid-spring - Weed N Feed, e.g. Turf Builder with 2% Iron
- Summer - Fertilizer feed, e.g. Turf Builder with Summer Guard
- Fall Fertilizer feed, e.g. Turf Builder with winter guard

SIGNS

One professionally printed 24 by 30 inch "FOR SALE" or "FOR RENT" per

unit is permitted. Homemade signs of any type are prohibited. If one owner has multiple units for sale in the same building, that owner is limited to one for sale sign. If one owner has multiple units for rent in the same building, that owner is limited to one for rent sign. All signs shall be placed perpendicular to the sidewalk on the property side of the sidewalk with the side of the sign 5 feet in from the sidewalk

NON-COMPLIANCES, VIOLATIONS AND PENALTIES

When there is a failure to meet the above maintenance standards, Stonehenge Subdivision Association will implement the following procedures:

- A. The Association will send a letter to the owner of the property in question identifying the problem with a reference to the relevant portion(s) of the maintenance standards.
- B. The property owner will be given thirty (30) days to correct the problem or to contact the Association to discuss the problem, and the proposed corrections. When the property owner contacts the Association, the owner may request an additional reasonable amount of time, if necessary to address the problem. A new deadline may be set for correction of the problem, which may be beyond the original thirty (30) days.
- C. In the first letter, the property owner will also be notified that he/she may request a hearing within the original thirty (30) day period or any extension.
- D. If after receiving the first letter, the property owner does not correct the problem within the first thirty (30) days, or any extension period, or contact the Association to request additional time to correct the problem, or ask for a

hearing, the Board may take appropriate action to resolve the problem including one or more of the following steps:

1. Determine that a violation exists and proceed to enforcement, including fines and legal action
2. Determine no violation exists
3. Direct one or more trustees to contact the property owner again if the Board reasonably believes that such effort might resolve the matter.
4. Schedule a hearing at which the property owner will be requested to attend if the Board reasonably believes that a hearing might resolve the matter. However, if the property owner fails to attend the hearing the Board may proceed directly to enforcement if it determines that a violation exists.
5. Take such other action as may reasonably be appropriate under the circumstances.

E. If the Board determines that a violation exists, either after a hearing is conducted or in the event that no hearing is requested, then it may assess a penalty against the property owner for \$250.00 for each violation. The Board shall set a date certain as of which the penalty will be assessed. Thereafter, each 7 days during which the violation continues will be deemed a separate offense subject to an additional \$25.00 penalty. Additional penalties will not be assessed for a period less than seven (7) full days.

For example, if the \$250.00 penalty is assessed as of June 1, an additional \$25.00 penalty will be assessed as of June 8. If the violation is

corrected before June 15, no additional penalty will be incurred. If the violation is not corrected before June 15, an additional \$25.00 penalty will be assessed as of June 15. This process will continue until the violation is corrected.

ENFORCEMENT

Financial penalties for violations of these Rules, Regulations, and Policies may be collected by any means available through administrative or judicial proceedings. Additionally, the Board may institute legal action for injunctive relief or damages and the owner shall be liable for attorney's fees and costs. Any outstanding violations of these Rules, Regulations and Policies, and/or outstanding unpaid penalties levied by the Board, shall become a part of the resale disclosure statement concerning such property.

An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Board of Trustees before he/she may seek redress in a court of law.