

Seneca Overlook

*Blunt Commons Homeowners Association
Architectural Control Committee*



Supplementary Architectural Guidelines and Policy Standards

Effective Date: XX/XX/2000

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General Information and Authority

The Declaration of Covenants, Conditions and Restrictions of the Blunt Commons Homeowners Association in its Articles V, VI, and VII, requires homeowners to maintain their property in a manner that preserves the appearance and value of the homes in the community. The Bylaws of Blunt Commons Homeowners Association, Inc., in Article X, require the HOA to appoint an Architectural Committee. The Architectural Committee is charged with approving all exterior changes to homes, and determining when particular homes are in need of maintenance to bring them up to community standards.

The Architectural Control Committee (hereinafter referred to as the 'ACC') was formed at the August 3, 1999 community meeting with the specific purpose of adopting and enforcing supplementary standards and guidelines which would serve to enhance and protect the architectural style and curb appeal of the homes in our neighborhood. The Declaration of Covenants, Conditions and Restrictions for the Blunt Commons Homeowners Association (hereinafter referred to as the 'Declaration') provides the basis from which to proclaim and enforce such supplementary standards.

Article VI, Section 16 of the Declaration empowers the Board of Directors to "adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate."

On this premise and under the authority of the Declaration, the committee has organized and adopted these **Supplementary Architectural Guidelines and Policy Standards**. These guidelines are not set up to stifle your individual creativity, but to assure that the integrity of the original community design is preserved. This document contains the guidelines which the Architectural Committee uses when conducting home inspections for compliance with the Covenants regarding property maintenance and curb appeal. It also contains the criteria that the Committee uses to consider owner requests for all changes that affect the appearance of the properties.

Membership in the ACC is voluntary and members may serve a full term of one year. The members of the committee currently are:

Nick Pinto
11145 Yellow Leaf Way

Bob Kearns
20004 Yellow Leaf Terrace

Francine D'Antuono
20003 Yellow Leaf Terrace

Chris Melvin
20001 Yellow Leaf Terrace

Todd McQuinn
11105 Yellow Leaf Way

Architectural Control Committee Processes, Procedures, and Responsibilities

Architectural Control Committee (“ACC”) headed by a volunteer Chairperson.

Organizes committee to carry out formal and informal inspections.
Reports inspection results to the Management Company.
Reports any inspection issues that may need HOA involvement to HOA Board.
Along with HOA Board, review with the Management Company which homeowners and residences have not properly responded to violation notice within the 60 day grace period.

Vice President of the HOA will ensure inspection processes are adhered to.

Works directly with committee Chairperson to resolve inspection issues.
Reports any inspection issues that may require HOA involvement to HOA with Chairperson of committee.

Formal inspections conducted once a year.

Spring – Architectural inspections of all residences. Inspections start (guideline) no earlier than April 1st, and are finished by June 1st.
Fall –Follow up inspection of those residences cited in violation during the Spring inspection process. Follow up inspections are started (guideline) no earlier than September 1st, finished by November 1st.
Points of inspection per “Standard Check List” form (see Appendix I).
No less than two committee and/or board members present for each inspection.
Residents can request a representative from the local government office of Community Services be present for their inspection.

Informal inspections conducted on an as needed basis by the ACC.

Points of inspection per “Standard Check List” form (see Appendix I).
No less than two committee and/or board members present for each inspection.
Residents can request a representative from the local government office of Community Services be present for their inspection.
Curb Appeal inspections.
Nighttime walk-through to check exterior lamps.

Respond to Architectural Change Requests and appeals within 30 days of receipt.

Management Company provides and/or makes available to HOA Board and committee Chairperson an accounting of all architectural violations, current and historical.

Inspection Process

HOA Board recruits ACC Chairperson.
Chairperson organizes members to conduct inspections.
Chairperson reviews and clarifies inspection guidelines and rules with ACC volunteers.
Committee sends out flyer announcing upcoming formal inspections and provides with the flyer a copy of the Architectural Change Request form. Can be included with Community Newsletter.
ACC conducts inspections. The local government office of Community Services can be present free of charge if requested.
Chairperson and committee report and file inspection results with Management Company and HOA Board.
Chairperson and Vice President of HOA highlights issues to HOA Board of Directors.
HOA Board decides if immediate special actions are necessary for any cases.
Chairperson and committee review and identify with Management Company HOA Board those homeowners and residences still in violation after the 60 day grace period.
ACC conducts follow up inspections as necessary.
Management Company provides and/or makes available to HOA Board and committee Chairperson an accounting of all architectural violations, current and historical.
HOA and ACC may ask the local government office of Community Services to aid in inspection of troublesome lots.

Selected Excerpts from the Declaration of Covenants, Conditions, and Restrictions for the Blunt Commons HOA

The following articles are included in these *Guidelines* as an easy reference to specific information already included in the Declaration regarding architectural control and curb appeal. They are reprinted verbatim from the Declaration.

ARTICLE V

Architectural Control

Section 1. Architectural Change Approval.

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- (a) No building, fence, wall, deck, exterior antenna, or other structure, building or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and as to compliance with the provisions of this Declaration, by an Architectural Committee composed of three (3) or more representatives appointed by the Board. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant, nor to a successor or assign of Declarant (pursuant to Article I, Section 6) if such successor or assign is specifically granted by Declarant the right to be exempted from the provisions of the Article V. Until an Architectural Committee is established, the Board of Directors shall constitute the Committee.

- (b) In the event the Architectural Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Architectural Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. The Architectural Committee shall have the right to charge a reasonable fee for reviewing each application. Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition-, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable authorities or agencies.

Section 2. Initiation and Completion of Approved Changes.

Construction or alterations in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Committee (whether by affirmative action or by forbearance from action as provided in Section 1), and shall be substantially completed within twelve (12) months following the date of commencement, or approval. In the event construction is not commenced within the period of aforesaid, the approval of the plans and specifications by the Architectural Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Committee without any prior consent in writing of the Architectural Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3. Certificate of Compliance.

Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by Architectural Committee in accordance with the provisions of this Article, the Architectural Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Committee and construction or installation in full compliance with the provisions of this Article and with such other provision and requirements of this Declaration as may be applicable.

Section 4. Architectural Control Committee Rules and Regulations; Appeal of Architectural Committee Decisions.

The Architectural Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy standards, guidelines and/or establish such criteria relative to architectural styles or details or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Articles...requirement of this Declaration. The decisions of the Architectural Committee shall be final except that any member who is aggrieved by any actions or forbearance of action by the Architectural Committee may appeal the decision of the Architectural Committee to the Board of Directors. Two thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Architectural Committee.

ARTICLE VI

Use Restrictions and Easements

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a Dwelling Unit, except that a professional office may be maintained in a Dwelling Unit, provided that such maintenance and use is limited to the person actually residing in the Dwelling Unit; and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in the Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in the Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes," a sales office or the like.

Section 2. Except as provided in Section 1, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

Section 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 (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, except signs by the Declarant to advertise the Property during the construction and sales period. Notwithstanding the foregoing, signs for the professional offices shall be permitted if approved by the Architectural Committee pursuant to Article V.

Section 4. Garage doors to Dwelling Units shall be kept closed at all times except as periodically required to permit vehicular and other necessary passage.

Section 5. No burning or any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on the Property. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection. All refuse shall be deposited with care in containers designated for such purposes during such hours as may from time to time be designated by the Board of Directors. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the Property at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any of the Property at any time. All refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless

obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Notwithstanding the foregoing, firewood for use in a Dwelling Unit may be stored on a Lot in accordance with guidelines promulgated by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by the Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 6. No radio or television receiving or transmitting antenna or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

Section 7 is not germane to architectural guidelines or policy standards.

Section 8. No Owner shall cause or permit anything to be hung or displayed on the outside of windows, placed on the outside walls or doors of any Dwelling Unit and no sign, awning, canopy, shutter or radio or television antenna (including satellite dish) shall be affixed to or placed upon the Lot or the exterior walls or doors, roof or any part of the Dwelling Unit or exposed on or at any window, without the prior written consent of the Board of Directors. Notwithstanding the foregoing, no consent shall be required for the hanging of reasonably sized American flags or for tasteful temporary holiday decorations.

Section 9 is not germane to architectural guidelines or policy standards.

Section 10 is not germane to architectural guidelines or policy standards.

Section 11. All baby carriages, playpens, bicycles, wagons, toys, benches or chairs or similar items shall be kept inside the Dwelling Unit when not in use. No such items shall be placed in the Common Areas.

Section 12. All vehicles belonging to an Owner or to members of an Owner's family or to a guest, tenant, or employees of an Owner, shall be parked in the spaces provided, and no such vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking space. The parking of trucks, commercial vehicles, boats and trailers, and campers, is prohibited without written consent of the Board of Directors. For purposes of this paragraph, "trucks" and "commercial vehicles" shall include any truck or van in excess of "three-quarter ton" or any vehicle whatever size with exposed commercial lettering or advertising. The repairing of cars or other vehicles on the premises is prohibited. The storing of any junk automobiles or vehicles of whatever nature shall be strictly prohibited and automobiles without current license tags shall be considered junk storage. Any such vehicle stored or placed on any portion of the Property for a period exceeding forty-eight (48) hours shall be towed away at the Owner's expense without prior written notice to the Owner with no liability on the part of the Association.

Section 13. No Owner shall decorate or redecorate any exterior portion of a Dwelling Unit so as to change the exterior color or design of a Dwelling Unit without first obtaining the written approval of the Architectural Committee pursuant to Article V.

Section 14 is not germane to architectural guidelines or policy standards.

Section 15 is not germane to architectural guidelines or policy standards.

Section 16. The Board of Directors may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as waiver of the provision of this Article or any other provision herein. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Committee shall be final except that any Owner who is aggrieved by any action of 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.

Section 17. The Architectural Committee shall be bound by at least the following limitations in connection with the approval of any application for the construction of a fence: All fences shall be wood or white vinyl split rail or three rail "farm fencing". No fence shall be constructed of chain-link, wire or other metal. Fencing shall be reasonably uniform in height throughout the Property. The minimum height of any fence shall be forty-eight (48) inches and the maximum height of any fence shall be seventy-two (72) inches. No fence shall be erected forward of the front building line of the house. Side fencing for corner Lots shall not be forward of the front building line of the nearest adjacent home on the street parallel with the proposed fence line.

Sections 18 through 23 are not germane to architectural guidelines or policy standards.

Section 24. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of Article V and this Article VI, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Declaration and without the approval required herein, and, upon written notice from the Architectural Control Committee, any such structure so altered, erected, placed or maintained upon Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

Section 25 is not germane to architectural guidelines or policy standards.

ARTICLE VII

Exterior Maintenance

Section 1. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns (with respect to mowing, lawns shall not exceed 3-½ to 4 inches in height), the pruning and cutting of trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

Section 2. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and improvements situated thereon, the Board of Directors after approval by two-thirds (2/3) vote of the Board, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and exterior of the building and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of a Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendments to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby), recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Blunt Commons Supplementary Architectural Guidelines

Architecture and Curb Appeal of your Residence

“Architecture” is the general maintenance of the property and home. “Curb appeal” refers to the beauty and cleanliness of your property. In order to help Blunt Commons (BC) ensure its appeal, community members (most commonly the Architectural Control Committee [“ACC”] and/or and the Management Company) will do periodic checks.

Homeowners not properly maintaining their residences per these guidelines will receive notice of items considered in violation and a defined period of time in which to correct them. Homeowners also have an option to dispute the violation or respond with a plan of correction by sending a letter to the Management Company detailing their position. All residences requiring extensive repair may be referred to the local government office of Community Services for further action. Failure to comply with architectural rules and guidelines within defined time limits will result in fines and/or costs to repair violations and/or legal actions if necessary. Please see the Violations and Penalties section for more specific information.

Homeowners not properly maintaining residence “curb appeal” will receive a violation notice for the first offense. If the second offense occurs within 90 days of the first, you will be fined without another notice. Failure to correct the violation and pay the fine may result in further fines and other legal action.

Miscellaneous

ACC members may not approve changes to their own property. Inspection of a Blunt Commons ACC member's property will be done by other members of the Committee. The Committee may ask a homeowner to make other changes or improvements to the appearance of a property to correct conditions, which are judged to be unsafe or unsightly.

Paint Colors

Each home is to be painted in no more than two colors deemed compatible by the ACC. If aluminum siding is installed, the remaining wood is to be painted to match or be compatible with the siding. The ACC will make a judgment on the compatibility of colors taking into account the colors of the brick and roof, the colors of adjacent houses, and any other related influences. The overall objective is traditional harmonious colors. All painting requests must be submitted to the ACC for approval.

Paint Condition

Homeowners will paint or repair their house if the condition of the paint or wood (rotting, termites, etc.) detracts from the appearance. If the paint is generally fading or peeling, the entire house should be painted.

Doors

Doors shall be clean, well maintained, and compatible in color and style with the rest of the house. Double-pane patio doors which have become fogged must be replaced. All storm doors must be in working order. All sliding glass doors, that have a screen door, must be hung and in working order. All changes of doors must be pre-approved by the architectural committee.

Roofs

Repaired sections must match the color and appearance of the existing shingles. Only asphalt shingles are approved for Blunt Commons house roofs. Rusty roof coping is unsightly and must be sanded and painted (with a product such as Rustoleum®) or replaced. Gutters and downspouts must be secured firmly to the house, free of rust, peeling paint, or stains.

Insect and Bird Damage

Carpenter bees enter attics through vent holes under the eaves of the roof. They are destructive to wood and leave a brown residue that is unsightly. Screens may be applied to these holes, or insecticide and caulking should be applied to get rid of the bees. Discolored areas must be cleaned, or sanded and painted. Each homeowner is responsible to control this problem, so that it does not spread to your neighbors. Proper screening is needed to keep birds from entering and nesting in attics.

Brick

Bricks and mortar should not be unsightly. Bricks in generally poor condition must be replaced. Mortar joints must be repointed as necessary.

Siding

All siding must be secured firmly, clean, and free of stains and holes. Any wood siding must be secured firmly, clean, free of stains, holes, and chipping or peeling paint. This includes rake boards, soffits etc. Rotting, rusting, stained or peeled paint surfaces such as handrails, kick plates, window trim, door trim, doors, soffit board, rake board, flashing board, gable, siding, shutters, exterior lamp are prohibited.

Antennas and Satellite Dishes

Exterior TV and radio antennas are not allowed in Blunt Commons. Interior antennas run in the attic are acceptable, and do not require ACC approval. External satellite dishes (DSS, etc.) are permitted: installation of such an antenna requires approval by the ACC of size and placement.

Yards

Lawns must be cut regularly and not appear to be neglected or overgrown. Lawns (front and back), are allowed to be no more than four inches in height. The grass along the walkway to the front door and along the common sidewalk should be trimmed or edged as needed. Bare spots should be seeded or replaced with sod. Weed-free lawns are desirable, and a reasonable amount of weed control is the responsibility of every homeowner. Lawn and garden equipment must be kept out of sight when not in use. Yard (front and back), bushes, trees and greenery, are to be trimmed and cleaned. Sidewalks and driveways must be swept clean after lawn maintenance has been completed. Trash bags, bags of mulch or anything else not part of yard ornamentation must be stowed out of sight while not in use. Yard hose must be properly and neatly stowed no higher than four feet from ground level when not in use. Firewood must be stored in the owner's rear yard out of sight and neatly stacked, but not leaning against a shared fence. Yards should be free of junk and debris.

Shrubs and Trees

All bushes and trees must be trimmed away from any lighting fixtures. Bushes and trees should not appear to be neglected or overgrown. All bushes and trees may not interfere with private sidewalks, and/or the common sidewalk. There should be no poison ivy, poison oak, or other poisonous plants. Homeowners should not plant foliage that spreads to their neighbor's yard in an uncontrolled manner, such as honeysuckle or ivy. Ivy growth on homes must be controlled. The Committee is concerned with unsightly growth of plants that spread and are difficult to control. ~~Yards should be free of junk and debris.~~

Vegetable Patches and Gardens

Owners are encouraged to plant small garden and vegetable patches that enhance the scenic value and curb appeal of their Lot. These shall be kept behind the front building line of the house and to the minimum size necessary to provide a clean appearance to the landscaping and provide an additional source of fresh vegetables to the household. However, such patches shall not be permitted to become unsightly in nature and appearance.

Fences

Fences must be upright and stable. Rotting and wobbling fences are prohibited. All gates must be in working order, including latch hardware. Gates and fences styles must match. The Committee may require replacement of rotting boards, posts, gate, or the replacement of the entire fence depending on the extent of disrepair. If a common fence is in disrepair, both homeowners will be cited. See the selected excerpts from the Declaration for further information on styles permitted and restrictions on placement on the Lot. Clarifications on the applicability of Declaration Section 17 shall be under the domain and discretion of the ACC. Structures, other than those that are community pre-approved, which are visible above fence line are prohibited.

Windows

All wood windowsills and casings must be free of rotted wood, and chipping and peeling paint. There shall be no broken window panes, or torn or loose screens. There should be no torn curtains or unsightly blinds. No sheets, bedspreads etc. will be used as window coverings. Any winterizing materials used, must not be noticeable. All shutters shall be in place and properly positioned. No items of objectionable nature may be stored in or placed on windowsills that are viewable to the rest of the community. No window type air conditioning units or protruding fans are allowed.

Sidewalks and Driveways

The driveway shall be clean of debris, leaves or spilled oil. Sidewalks and driveways shall not have cracked or crumbling concrete. Concrete steps will not be cracked and crumbling. Railings will be vertical, painted, free of rust, and stable. Items blocking street sidewalk passageway are prohibited. Each homeowner is responsible for clearing snow and ice from his/her sidewalk and driveway.

Light fixtures

Removal of or installation of light posts at the front or rear of any lot requires ACC approval. All lampposts must be upright and in working condition at all times. All exterior light fixtures on the house must be in working condition. Any new or replacement fixtures must be approved by the ACC.

Trash and Recycling

Trash cans and recycling bins must be stored so that they are not visible from sidewalks, except when placed for collection. Trash cans will be placed at the curb in front of your property at or after dusk on Sunday night (for Monday pickup) or Wednesday night (for Thursday pickup). Containers must be returned to storage out of public view within 24 hours after trash collection. **If a scheduled trash pickup falls on a holiday, there will be no pickup until the next scheduled pickup date.** The HOA recommends using sturdy plastic or metal trash containers for waste storage to help prevent animal penetration. Explosive materials, hazardous materials, oils, paint, tires, chemical products or contractor construction debris will not be collected and must be disposed of properly at the Montgomery County transfer station located off of Shady Grove Road. (Call the transfer station at 301-217-2770 for information.)

All leaves and yard clippings must be placed in paper bags, and are collected on Tuesdays only by Montgomery County recycling contractors. As with trash, these materials are not allowed out for collection earlier than dusk on Monday evening.

Pets

Do not allow your pets to defecate on your neighbor's yard and/or common areas without scooping, it is against the law. Cages and kennels are to be kept out of view in the rear yard.

General "Curb Appeal"

Laundry or clothing hung from fences or stairs, all lines or materials strung on fences or stairs are prohibited, except for holiday decorations in season.

Permanent basketball goals are prohibited.

Home-delivered newspapers should be removed from driveways, porches, and lawn areas within 24 hours after delivery.

Violations and Penalties

All residents and/or homeowners have the right to identify a violation by contacting then Management Company and lodging a specific complaint as outlined in this document. The Management Company will then follow up with a member of the ACC, who will then validate the complaint to the Management Company. At least one representative from any two of the HOA Board of Directors, ACC, or Management Company, must validate each violation.

Residents and homeowners have the right to appeal any violation or complaint lodged against them. See section titled “Resident and Homeowner Violation Appeal Process”.

Violation Notification and Penalty Process

1. Violation identified and/or confirmed by members of two of the following groups: HOA Board of Directors, ACC, Management Company.
2. Violation confirmation sent to Management Company in writing.
Warning notification #1 to homeowner, copy to resident if renter: statement of violation, time frame to correct and definition of fines.
3. Corrective action verified, incident closed; or corrective action delinquent, notification #2 to homeowner, copy to resident if renter, applicable penalty levied, statement of violation, time frame to correct, late fines and definition of additional late fines.
4. Corrective action verified, incident closed; or corrective action delinquent, notification #3 to homeowner, copy to resident if renter, applicable penalty levied, statement of violation, statement of community action to be taken, either legal proceedings and/or repairs billed to homeowner.
5. Corrective action verified, incident closed, fines and costs collected; or legal proceedings.

Curb Appeal and Trash/Recycling Violations (Resident Violations)

1. Violation identified and/or confirmed by members of two of the following groups: HOA Board of Directors, ACC, Management Company.
2. Violation confirmation sent to Management Company in writing.
3. Warning notification #1 to homeowner, copy to resident, statement of violation, time frame to correct. If first offense: no fine. Subsequent violations of similar nature within 90 days: violation will be an automatic notice and fine.
4. Corrective action verified, incident closed; or corrective action delinquent, notification #2 to homeowner, copy to resident, applicable penalty levied, statement of violation, statement of community action to be taken, either legal proceedings and/or corrective action billed to homeowner.
5. Corrective action verified, incident closed, fines and costs collected; or legal proceedings.

1. Violation and Penalty Summary

Violation	1 st Penalty	Grace Period	2 nd Penalty	Grace Period	3 rd Penalty	Grace Period	Subsequent Penalties
Non-authorized vehicle parked in your designated spot	Can be towed at owner's expense	None					Can be towed at owner's expense
Vehicles with expired tag/registration	Warning notice	7 days					Can be towed at owner's expense
Broken down non-operational vehicle parked in common areas.	Warning notice	7 days					Can be towed at owner's expense
Commercial vehicles parked	Warning notice	2 days					Can be towed at owner's expense
Trucks parked (>3/4 ton)	Warning notice	2 days					Can be towed at owner's expense
Improper storage and retrieval of trash and/or recycle container	Warning notice	1 day	Within 90 days: \$20 fine				Notice and \$20 fine
Improper dumping of bulk trash debris	Warning notice	1 day	Within 90 days: \$20 fine				Notice and \$40 fine and costs to remove debris and/or legal action
Not cleaning up of uncollected trash debris	Warning notice	1 day	Within 90 days: \$20 fine				Notice and \$40 fine and costs to remove debris and/or legal action
Non-compliance with Architectural Guidelines	Notice	60 days	Notice and \$40 fine	30 days	Notice and additional \$40 fine	15 days	Notice and additional \$40 fine and legal action
Non-compliance with "Curb Appeal" guidelines	Warning notice	7 days	Within 90 days: \$20 fine				Notice and \$20 fine and/or costs to resolve and/or legal action
Digging and removing dirt and damaging greenery in common area	Warning notice	None					\$20 fine plus costs to repair damage
Non-authorized animals, livestock or poultry	Notice	30 days	Notice and \$40 fine and/or costs to remove				Notice and \$40 fine and/or costs to remove and/or legal action
Dogs, cats or other household kept or bred or maintained for a commercial purpose	Notice	30 days	Notice and \$40 fine and/or costs to remove				Notice and \$40 fine and/or costs to remove and/or legal action
Unleashed dogs and cats	Germantown Laws	None					Germantown Laws
Incessant pet noise	Germantown Laws	None					Germantown Laws
Non-scooping of pets' feces	Germantown Laws	None					Germantown Laws
Non-removal of snow and ice	Germantown Laws	None					Germantown Laws

Resident and Homeowner Violation Appeal Process

Residents and/or homeowners have the right to appeal any violation or complaint lodged against them.

The process of submitting a letter of appeal is as follows:

1. Letters of appeal should be submitted to HOA Management Company within the stated violation response period or no more than 30 days after receipt of violation notice. Residents are encouraged to follow up with Management Company to ensure receipt of their letters.
2. Management Company will notify the HOA board that an appeal has been requested.
3. HOA board will rule on a case by case basis within 30 days.
4. Management Company will respond back to the resident and/or homeowner concerning the boards' decision.

Letters of appeal should:

5. Include your name and address.
6. Include whether you are a renting resident or the homeowner.
1. Include a statement of the violation in which you are appealing.
2. Include a statement of appeal. Such as: Why are you disagreeing with the violation? Are you asking for additional time? Do you need further clarification? Be as specific as possible.

Exterior Alterations and Repairs of your Residence

All exterior alterations and/or repairs of your residence require pre-approval by the HOA ACC. This includes, replacing or repairing previous/existing materials, colors and structures. To request approval you must submit a written request to do so. The request is an opportunity to screen for correctness and compliance within the rules set forth by BC community members.

The process for making alterations to your residence is two steps:

1. Submit a request form explaining the alterations. Request forms may be acquired from the HOA Architectural Committee or by calling Management Company. Request forms must be submitted to Management Company, who will distribute to the ACC for review. One copy of this form is attached for your use. Refer to your monthly newsletter and Association web site for ACC contacts.
2. Once approval is given via a signed/initialed request form from the HOA Architectural Committee you may proceed with the work as described. The HOA has 45 days to approve the request; so plan accordingly. If after 45 days you have had no response, call Management Company to check status.

ARCHITECTURAL CHANGE REQUEST FORM

MTM Management Associates

COMMUNITY MANAGEMENT SPECIALISTS

26221 Ridge Road
P.O. BOX 506
DAMASCUS, MD 20872-0506
(301) 253-1222
FAX (301) 253-1721

TIME SENSITIVE REQUEST

TO: ARCHITECTURAL CONTROL COMMITTEE DATE: _____

ASSOCIATION NAME: BLUNT COMMONS

HOMEOWNER'S NAME: _____

PROPERTY ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____

In accordance with the Declaration and Bylaws referred to in the deed covering the property described below, I/We hereby apply for written consent to make the following exterior alterations or changes to the premises.

GENERAL DESCRIPTION OF IMPROVEMENT/CHANGE REQUESTED:

(attach sketch showing design, materials, dimensions, colors and elevations in detail)

ANTICIPATED COMPLETION DATE OF CHANGE: _____

EXTERIOR PAINT COLOR: _____

AREA TO BE PAINTED: _____

(include sketch of areas and colors to be used)

DECKS: _____

(include diagram, dimensions, materials to be used, etc.)

CONTINUED ON NEXT PAGE

FENCING: _____
(include plot plan showing location of fence, height and materials to be used,)

SATELLITE ANTENNA- PROPOSED LOCATION, TYPE AND DIMENSIONS: _____

REQUESTOR'S SIGNATURE(S): _____ DATE: _____
_____ DATE: _____

PLEASE BE ADVISED THAT THE ARCHITECTURAL COMMITTEE HAS FORTY FIVE DAYS UPON RECEIPT TO OBTAIN A DECISION ON ALL REQUESTS FOR CHANGES AND IMPROVEMENTS.

NOTE TO REQUESTOR OF CHANGE: PRIOR TO MAILING THIS FORM, IT IS HIGHLY RECOMMENDED THAT YOU RETAIN A COPY FOR YOUR RECORDS.

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ALL APPROVALS ARE FOR CONFORMITY TO GOOD DESIGN STANDARDS ONLY. THE REVIEWING COMMITTEE DOES NOT TAKE THE RESPONSIBILITY FOR BUILDING PERMITS, PROPERTY LINE ACCURACY, ENGINEERING, WATER FLOW AND/OR ANY OTHER AREAS REQUIRING PROFESSIONAL OR TECHNICAL ADVISE OR APPROVAL.

DECISION SUMMARY: _____

DATE: _____

REASON FOR DISAPPROVAL: _____

NOTES: _____

