NeuFairfield Homeowner’s Association
Rules and Regulations
(Revised 11/17/16)

The following are the Rules and Regulations adopted by the Board of Directors of the NeuFairfield Homeowner’s Association in accordance with the Declaration of Covenants, Conditions and Restrictions of said Association. These Rules and Regulation apply to all single family detached and single family attached duplex home owners, occupants, their families, guests and invitees.

1) GENERAL RULES

A. GOVERNANCE. In the event of any dispute or disagreement between Owners relating to the property of any question about interpretation of or application of the provisions of the Declaration, By-Laws or other Association instruments, the determination of the Board is the final and binding decision on each and all Owners. The Board of Directors shall decide the extent and frequency of the activities of the Association in carrying out the duties of maintenance and management.

B. ARCHITECTURAL CHANGES TO THE LOT OR DWELLING. Per the governing documents, all changes to the landscape or dwelling on a lot must be approved, in writing, the Architectural Review Committee and Board. An Architectural Review Committee Plan Approval Request Form (copy attached) must be submitted EACH TIME approval is requested. The form must have attached a list of materials to be used, two (2) copies of the plat with the changes marked on it, and a picture, brochure or conceptual drawing of what is requested (fence type, swing set, play house, etc.). All requests must be mailed, not faxed, to the then current management company offices. At least thirty (30) days from the date of receipt should be allowed for approval.

C. CHANGE OF COLOR OR STYLE OF RESIDENCE. No change to the exterior color or style of the residence shall be made unless either the change to the exterior color or style of the residence is in accordance with the pre-approved list or after receiving approval by the Architectural Review Committee and Board. All exterior colors on each residence shall be of natural earth tones, tan, beige, cream, gray, black or white or reasonable combination thereof. The purpose of this clause is not to dictate what color a house should be, but rather to prohibit those colors or combinations of colors that the majority of homeowners would find offensive or inappropriate. For example, fluorescent colors, orange, pink, lavender or purple are expressly prohibited unless approved by the Architectural Review Committee and Board.
D. OUTDOOR STORAGE OF VEHICLES. Restrictions prohibit the outside storage of or parking of any mobile home, commercial vehicle, trailer, camper, boat or similar vehicles. This shall not prohibit the incidental or temporary parking of recreational vehicles on a driveway for the purposes of loading or unloading for a period not to exceed forty-eight (48) hours, following which the vehicle must be removed from the property for at least five (5) consecutive days.

E. TOWING. Vehicles in violation of the Association’s Rules and Regulations can be towed without notice, upon authorization of the Board or its duly authorized agent, after a written warning for a previous violation.

1. Any time a vehicle is towed pursuant to the Rules, all costs and expenses incurred will be charged to the vehicle owner.
2. If the vehicle owner is an owner, the costs and expenses shall be added to and collected as part of the Owner’s assessment.
3. When a tow is authorized under these Rules, a duly authorized agent for the Association will notify the local police to provide them with appropriate information concerning the tow, and request their assistance in order to ensure that no breach of peace will occur.

F. MAILBOX STANDARDS. A standard kind of style of mailbox is required in each neighborhood. In the event that a mailbox must be replaced, such replacement shall be exactly the same height, material and styling as originally installed, or approval from the Architectural Review Committee and Board must be obtained. All mailboxes must be kept in a state of good repair at all times.

G. FISHING. Fishing will be permitted at owners risk within the water retention ponds located in the Common Areas. However, all fish caught must be released back to the pond in which they were caught.

H. BASKETBALL HOOPS.

- Rules for all basketball hoops:

1. Portable or permanent basketball hoops may not be used on the public sidewalks or streets. (Architectural review committee approval needed for any common area or right of way basketball hoops.)
2. Portable basketball hoops (front of house) must be stored out of sight between December 1\textsuperscript{st} and March 1\textsuperscript{st}. 
Permanent mounted basketball hoops:

1. Arc committee approval required. – Installation plan/location must be submitted with brochure/photo of pole/backboard. (pole and backboard must be maintained properly and subject to removal if found in disrepair)
2. Pole mounted only, not to be attached to house structure.
3. Hoops must be a minimum of 20 feet from nearest neighbor’s house. (Duplex units may submit request for variance with written neighbor approval.)
4. If installed in front of house, must be located along driveway, approximately half way between the house and the parkway sidewalk. (a consistent location is important to ensure good appearance)
5. *Not required but encouraged: concrete should be poured with mounting bracket, pole should be bolted to bracket after concrete is cured, allowing easy removal of pole if needed.

I. FENCES. The following provisions are supplementary to the existing fencing requirements as stated in the governing documents:

1. All fences must be approved in writing by the Architectural Review Committee and the Board prior to installation and construction. There shall be no fences installed on the Common Areas or right-of-way unless approved by the Board and the ARC. Fences shall be cedar or vinyl. Aluminum, wrought iron, and chain link style fences are not allowed.
2. No fences shall be greater in height than forty eight (48) inches except along the east property line of lots 20-39, 147-155, 160-164; the south property line of lots 39-45, 48-55, 155-158, 164-166, 173-184; the west property line of lots 45-47, 184-197, 264-266, 274-281, 437-440; the north property line of lots 432-436, each of which shall be allowed a 6’ maximum height along the rear property line only; and one (1) – eight (8) foot section between attached duplex units, along the attached unit property line, beginning at the house. Attached duplex units may also have one (1) – eight (8) foot section of transition to forty-eight (48) inch height. The above mentioned fence exceptions shall be no greater than seventy two (72) inches and shall be similar in style as determined by the ARC. Fences in front and side yards must conform with the height and setbacks as described herein.
3. All wood fences shall be stained natural within 12 months of installation.
4. Privacy fences shall be finished with flat decorative finished top.
5. Vinyl fences must be in natural colors individually approved by the Board. No white vinyl fences will be permitted.
6. Fences along US Route 6 (Maple Rd.), including those backing to ponds shall have a dog-eared top and be consistent with those of adjacent homes in style and color.
7. Fences shall not extend beyond the front of a home.
8. Invisible electronic underground dog fences will be allowed if the dog(s) they are fencing obey the signal and as long as the fence is not within ten (10) feet of a public walk or the property line. If, at any time, the dog(s) leaves the yard unleashed, the Owner will be fined twenty-five (25) dollars and receive written notice that the homeowner will be required to put of a Board approved standard fence at the Owner's expense.

9. Fences on homes adjacent to or backing up to a park or open space lots are required to be identical in design.

10. Any fence placed on a public easement area is done so at the Owner’s own risk and expense.

11. Fences will not be allowed to encroach any established “landscape easements”.

12. All fences are subject to all applicable zoning ordinances and governmental easements.

13. All fences must be kept in a state of good repair at all times.

J. FLAG POLES. All Flag poles shall be telescoping 16 gauge residential heavy duty aluminum set in concrete with landscaping at base. No flag pole shall be taller than 20’ or shorter than 16’. All flag poles and location of flag poles must be approved by the Board prior to placement. Temporary flag poles attached to the front porch of any Dwelling may be no longer than five (5) feet in length. The only flag permitted is the flag of the United States of America and those of the US Armed Forces. No flag shall be larger than 3 X 5. Flag poles and flags must be kept in a state of good repair at all times.

K. SWIMMING POOLS. The following provisions are supplementary to the existing swimming pool requirements as stated in the governing documents.

1. Be considerate and always remember that safety for your children and the neighborhood children should be the number one concern when constructing and owning a pool.

2. All swimming pools are subject to all applicable zoning ordinances and building codes.

3. There shall be no swimming pools in the Common Area, right-of-way, front yard, or side yard.

4. Pools shall be no larger than 616 square feet of water surface area.

5. Pools shall have ten (10) foot setback for rear yard and side yard, and 6 (six) feet to rear of house.

6. Pools shall not extend beyond side yard setbacks on corner lots.

7. All pumps, filters, and pool equipment shall be installed in a location and screened from adjacent homes and street.
8. All pools must be installed with a positive barrier to prevent unsupervised access by small children. As such, all pools must be equipped with one or more of the following barriers:

1. The pool is located within a yard equipped with a sturdy perimeter fence that is a minimum of 48” high with all gates equipped with self-closing/latching devices or permanently secured shut.

2. If the pool is located in a yard with no perimeter fence, the pool must be equipped with a sturdy attached pool-fence or a deck with railing, in such a way as to completely surround the pool. Additionally, the pool or deck itself must be equipped with a self-closing/latching device to limit pool access.

3. If the pool is enclosed in a yard with a perimeter fence which doesn’t meet the min 48” requirement but has the self-closing/latching gate, the pool must comply with option #2 requirements listed above with one exception: the pool owner may substitute the self-closing/latching device for a manual locking ladder.

9. All above ground pools decks/fences shall require wood, wood composite or vinyl.

10. All above ground pools shall be no higher than fifty-four (54”) inches.

11. All above ground pools shall have 100% non-corroding resin top rails, uprights, and bottom plates.

12. All above ground pools shall have beaded or j-hook liners and shall not have an overlap liner. Pool liner shall not be visible on the outside of the pool.

13. Pools shall have compact trees, evergreens, hedges and/or shrubs at least every four (4) feet of exposed pool perimeter of a type, size and placement as approved by the Architectural Review Committee and Board. A detailed landscaping plan must be submitted and approved prior to the start of any pool construction. The owner must insure that the pool and landscaping will have an excellent appearance.

14. Exterior pool location, color, lighting, deck, ladder, stairs and materials that surround the pool at grade level (i.e. grass, concrete, brick pavers, decking, sand or stone) shall be approved by the Architectural Review Committee and Board prior to construction.

15. Temporary pools shall be defined as pools that are soft-sided, with blown air for support or similar metal frame. Such pools shall only be installed between June 1 and September 30 of each year. These pools shall be subject to all requirements set forth herein, with the exception of Articles 11, 12 & 13 above. All fencing requirements specified herein shall be specifically required, as well as requiring ARC approval prior to installation. Any such pools shall be a
maximum of 30" deep and 10' in diameter, and contain a filtration system.

16. All swimming pools must be kept in a state of good repair at all times. Decks must be kept in neat condition and items on the deck must not become unsightly as deemed by the association.

L. HOLIDAY TRIM. Tasteful holiday trim may be allowed and may not be displayed for more than six consecutive weeks including no more than 2 weeks after the date of the holiday. Holiday trim will be deemed excessive or not tasteful at the discretion of the Board.

M. SATELLITE DISHES. Per the 1996 Revisions to the FCC Code, Satellite dishes less than one (1) meter in diameter will be allowed at NeuFairfield. However, they may not be affixed to the front of a home nor may they be visible from the street in front of the home. Additionally, an Architectural Review Committee Plan Review Request form must be submitted and approved by the Architectural Review Committee and Board prior to installation. All satellite dishes must be placed in the rear yard or rear of the building unless the signal is impaired by such placement, in which case that problem must be documented by a certified satellite installation company and an alternative location approved by the Architectural Review Committee and Board. The Owner shall be responsible for the proper installation of any necessary equipment as well as for any damage that may be incurred, including but not limited to, leaks, interior finish damage, and holes in the siding and/or roofing. The installation of satellite dishes on the Common Area or right-of-way is prohibited.

N. SWING SETS AND PLAY EQUIPMENT. Swing sets and play equipment must be made of wood or vinyl (no metal) and located in the rear yard only within the house side and rear yard set backs. Play equipment must be kept at least ten (10) feet from the lot line to protect the neighbor’s property and is not to be viewed from the street. Any swing sets, play equipment, or tot lots located within the Common Area, approved and installed by the Board and Architectural Review Committee, shall at all times be kept in a state of good repair by the Association.

O. EXTERIOR LIGHTING AND SECURITY LIGHTS. Coach lights, driveway lights and security lights may be installed by each individual lot owner subject to approval by the Architectural Review Committee and Board to ensure that they are not offensive to adjacent property owners.

P. TEMPORARY STRUCTURES. Temporary buildings or structures used in the construction of any dwelling shall be removed immediately upon the completion of such construction. Storage sheds shall be allowed with the following conditions:
1. Maximum footprint size of 8’x10’, with a maximum height of 10’.
2. Siding shall be of wood or vinyl material in natural colors or to coordinate with the dwelling colors. Floors must be included. No blue or red colors allowed. Trim color to coordinate with the siding. Shingles to match the dwelling or otherwise coordinate with the siding and trim colors.
3. Roof must be pitched and finished with asphalt shingles-25 year.
4. Architectural Elements (windows, lattices, cupolas, trellises, etc.) are required as approved by the Architectural Review Committee.
5. Additional landscaping may be required based upon the placement of the shed at the discretion of the Architectural Review Committee and the Board.
6. Sheds must remain 5’ from the lot line. All doors must face inside of the owner yard. Corner lots are required to have storage sheds placed on the side farthest from the side street, with the doors facing the inside yard.
7. No vinyl “Rubbermaid” or similar storage units are allowed.
8. All sheds are subject to all applicable zoning ordinances and building codes. Doors must remain locked. Sheds shall at all times be kept in a state of good repair as deemed by the Architectural Review Committee.
9. Deck boxes shall be permitted under the following: A solid earth tone color temporary storage unit, container, structure, building, partially or fully enclosed space which does not exceed 45 cubic feet in volume and does not stand in excess of 36 inches in height shall be permitted, in the rear of the residence as long as it is not visible from the street.

Q. UPKEEP AND REPAIR. Every lot and structure on the lot shall at all times be kept in a state of good repair by the Owner(s) or Occupant(s) thereof. The Owner(s) of each Lot will keep his/her lot mowed or shall reimburse the Association for having it mowed.

R. LANDSCAPING. All lawns must be seeded or sod installed within one (1) season of the completion of the construction of said residence on any lot. All lots shall have minimum of five (5) foundation landscape plants along each side of a dwelling facing a street. All purchasers of lots within said subdivision shall keep them mowed, and no lot shall have grass or weeds more than six (6) inches high. The landscaping of the lot can be modified only when written approval has been given from the Architectural Review Committee and the Board.

S. BURNING PROHIBITED. No burning of refuse leaves or yard waste shall be permitted on any Common Area, lot, or right of way. Fire pits constructed specifically for that purpose shall be allowed subject to local ordinances.
T. GARBAGE AND REFUSE REMOVAL. No lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and concealed from public view. Any equipment erected for the disposal of rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition. No dumping of refuse, dirt or other material in drainage ditches, drainage easements, or drainage structures shall be allowed. Nor dumping of anything liquid or solid shall be permitted on any lot, right-of-way or Common Area. No hazardous material of any type may be disposed of in any receptacle or upon any lot, street, inlet, drainage ditch, or any other place located within the subdivision.

U. EASEMENTS. Each of the lots in any subdivision is subject to permanent easements for installation and maintenance of landscaping, pedestrian access, utilities and drainage facilities and the same are reserved as shown, or otherwise noted, on the recorded plat or other documents heretofore or hereafter recorded. Within the drainage, landscaping, access or utility easements, any structure, building, planting or other material that is erected, planted or stored within said easement shall be subject to removal by the homeowner at the homeowner’s sole expense should said structure, building, planting or other material interfere with the installation or maintenance of said drainage, landscaping, sidewalks, or utilities. Within the drainage easements, no structure, building, planting or other materials shall be erected, planted, or started where the same may change the direction or flow in drainage channels of said easements. The easement area in each lot shall be maintained by the owner of said lot except for such improvements installed and maintained by public authority or a public utility.

V. UTILITIES. Any utility lines on the property shall be installed underground.

W. DAMAGE. Owners will be responsible, if the need for maintenance or repair is caused by the willful or negligent act of an Owner, his/her family, guests, or invitees, for the cost to repair or maintain and this cost shall be added to and become part of the assessment to which the Home is subject. Owners have up to thirty (30) days after notice to complete maintenance or repairs before the Association will perform the same and charge the expenses to the Owner. Emergency situations will require a quicker response.

X. PETS. Every owner of a pet shall exercise proper care and control of his/her pet to prevent it from becoming a nuisance. A pet will be considered a nuisance if it is permitted to molest any person, chase any
vehicles, attack a person or other animals, damage property, or act in any similar nature. All pets shall be leashed while outdoors unless in the owner’s fenced lot. No pets shall be leashed or tied to any stationary object on the common areas (i.e. stakes, trees, railings, etc.). Any pet in the outdoors shall have their waste removed immediately after deposit, by the pets’ owner, and all the waste placed in a bag and shall be disposed of in the Owner’s garbage. An owner is responsible for the actions of their pets or the pets of anyone residing in or visiting his/her residence. Dog runs shall not be permitted.

Y. SIGNS. “For Sale” signs may not be displayed in Common Areas. Garage sale signs place on common property may only be placed on the day before the sale and must be removed at the end of the day of the sale. No sign, advertisement, notice or any other lettering or equipment shall be exhibited, painted, affixed or exposed on any part of the outside of any building, or placed anywhere on the property. These restrictions do not apply to the displays and signs posted by the Association.

Z. TRANSFER OF OWNERSHIP. It is required that when selling their unit, the present Owner shall supply the new Owner (buyer) with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are aware of the provisions contained therein. If the present Owner does not have the documents, they may be obtained for a fee of $0.25 per page from the Association through its managing agent. Upon ten (10) days written notice to the Board through its managing agent, a statement of account will be provided to the unit owner, setting forth the amount of any unpaid assessments and other charges due and owing from said owner. For the resale or refinancing of a home, the Association or its duly authorized agent will provide the information required by law to any Owner or his/her duly authorized representative. This request must be made in writing. All fees charged by the management company for this information are the responsibility of the Owner.

II. RULES REGARDING FINES FOR NON-PAYMENT OF ASSESSMENTS OF ANY NATURE.

A. All assessments and any special assessments or other lawful charges of the Association are due and payable annually on the first day of the year for which they are assessed. Any payment of the foregoing, which is received after the first day of March (March 1) shall be considered late. All payments received will be applied in such manner as determined by the Board.
B. The Association has the right to suspend an Owner’s voting rights for any period during which any assessment against his/her Home remains unpaid. Additionally any Architectural Review Committee or Board approval of any item required hereunder may be withheld should any such amount remain unpaid.

III. RULES REGARDING FINES FOR VIOLATIONS OF THE DECLARATION, BY-LAWS, RULES AND REGULATIONS OR ANY AMENDMENT THERETO.

A. Fines for violations will incur late fees in accordance with Article II(B) above.

1. Upon initial violation of any of the rules, the Board may issue a warning letter and/or may assess a reasonable fine determined by the Board.
2. For the second violation (and any further violations) of the same rules within a twelve (12) month period, the Owner will be assessed $75.00 for each occurrence. The Board may impose a daily fine of a reasonable amount for violations of a continuing nature.
3. Each day a violation occurs is a separate offense.
4. For any violation, the Board reserves the right to pursue any and all legal remedies to compel compliance.
5. The person charged with the violation (or the Owner, if the person charged with the violation is an occupant or guest) will be given written notice of the complaint, informing him/her of the time and place where the Board will conduct a hearing to review the complaint. At that time, the accused will have the opportunity to present a defense. Hearings will proceed with or without the presence of the accused, so long as notice has been sent in advance.
6. If an Owner, or his/her occupant, is found guilty of a violation, the Board will notify the guilty party in writing. A fine may be charged to the assessment account of the Owner of the Home in which the guilty person resides or is/was a guest.

B. In addition to the above fines, in the event of any violation where costs are incurred by the Association, the Owner will be responsible for those costs. These costs will be added to and collected as part of the Owner’s assessment, after a hearing on the violation has been held. This includes, but is not limited to the following:

1. Restoration costs
2. Legal costs and attorney fees
3. Dog Damages
To the extent that the provisions of applicable law, the Declaration, the By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

THE ABOVE RULES AND REGULATIONS are hereby adopted this 11th day of November, 2016.

NEUFAIRFIELD HOMEOWNERS ASSOCIATION