

**FINNEY CROSSING RESIDENTIAL MASTER ASSOCIATION (FCRMA)**

**LANDSCAPING AND BUILDING ALTERATION**

**RULES AND REGULATIONS**

**July 25, 2019**

**A. INTRODUCTION**

As members of the Finney Crossing community, we all have a collective beneficial interest in the maintenance of the grounds and buildings that constitute our homes. No unit shall be used or maintained in a manner that shall interfere with the comfort or convenience of occupants of other units or is contrary to our governing documents. The Finney Crossing Residential Master Association (FCRMA) assumes responsibility for regular maintenance, and our dues support these efforts. The FCRMA established a Design Review Committee (DRC) and appointed five (5) unit owners and one alternate to serve on this committee. The DRC reviews unit owner applications for landscape and building alterations and makes recommendations to the FCRMA Board of Directors (Board). Most applications will meet our rules and regulations, but for those that don't, the DRC will make every effort to assist the unit owner so that the application may be reconsidered.

These rules and regulations are promulgated under the authority of Title 27A, Chapter 3 of the Vermont State Statutes (Management of Common Interest Community) and the Association By-laws and Planned Community Declarations.

**B. LANDSCAPE ALTERATIONS**

1.) Unit owners must submit detailed plans and specifications of all proposed landscape alterations to the DRC for review. The DRC will forward their recommendation to the Board for a decision. Proposed alterations include, but are not limited to, the following:

a.) Plantings. Provide species of all new plants, shrubs, hedges, and trees along with a plan, drawn to scale, showing location with sufficient details of existing surroundings for reference. The plan must show existing plants, shrubs, trees that are to be relocated or removed. The plan must also show any proposed regrading and reseeding/sodding. See **EXHIBIT A**.

b.) Hardscapes. Provide plans, drawn to scale, for any proposed project including and not limited to patios, retaining walls, firepits, fireplaces, wood stoves, rock gardens, raised gardens, stone walls and fences. Provide complete details of all proposed materials.

2.) Specific Landscape Rules and Regulations

a.) All trees, shrubs, and perennials planted by the Declarant (Snyder Taft Corners LLC) will be maintained at Association expense. Unit owners cannot remove any of the above plantings without DRC and Board approval.

b.) Replacement of diseased, weather-damaged, or excessively overgrown declarant planted vegetation will be replaced with species that compliment the rest of the Association, at the Association's expense, in all areas that are indicated in the original developer landscaping plans. Other approved plantings and all hardscapes will be maintained by the unit owner in perpetuity. Replacement for unit owner preference or aesthetic reasons will be at owner's expense and requires DRC and Board approval

c.) Unit owners may plant perennial plants, annual flowers, or shrubs within the originally mulched areas around their units (approximately 3-6 feet from the foundation of the building) provided that the plantings are chosen from the list of approved specific species as noted in **EXHIBIT A**. Plantings outside of the originally mulched areas may be allowed as follows:

**Carriage Homes and Townhome owners** may extend or add flower beds provided they are planted in such a way that allows for efficient mowing. Mulching must match the Association mulch and ongoing fertilizing of flowers outside the original landscaping plan is the responsibility of the unit owner. The unit owner must clean up beds and remove all annual flowers each fall.

**Condominium and Courtyard owners** who wish to add or expand original garden areas must seek approval with the DRC and Board before proceeding.

**All unit owners** may request approval to plant trees up to six inches in diameter (at the base of the tree). Trees must be chosen from the list of approved specific species as noted in **EXHIBIT A**. The original installation of trees must include a skirt of mulch (matching the Association mulch) around the base of the tree. If approved, the unit owner must pay for the purchase and installation of the tree(s) and any maintenance or replacement necessary. Special attention must be given to avoid shading abutting units. Of particular interest are solar installations. Full growth must be considered in the siting of new trees.

After the original installation of beds and/or trees, the unit owner will continue to have responsibility for the on-going maintenance (weeding, mulching, edging, and replacement or removal of dead or diseased plants.

d.) For guidance regarding the installation of vegetable gardens, refer to the Finney Crossing Community Garden Bed Policy.

e.) Unit owners may install railing flower boxes which shall be properly maintained. No window or wall mounted flower boxes or other wall mounted decorations are allowed.

f.) All approved hardscape projects shall be completed at the expense of the unit owner.

g.) In order to reduce problems caused by mice, rodents and birds, bird feeders and outdoor feeding of wildlife and pets is prohibited. However, hummingbird feeders are allowed.

h.) Miscellaneous outside structures such as swing sets, basketball hoops, pools, trampolines, and storage sheds are prohibited. Hot tubs require review by the DRC and approval of the Board. For Courtyard Homes, hot tubs are allowed on decks only and only after it is determined that the deck will support the hot tub. For Carriage Homes and Townhomes, hot tubs are allowed on decks or close to the rear of the building. Hot tubs are not allowed for Condominiums. Decks must be structurally adequate

wherever they are installed. Any deck failure due to hot tub installations will be the unit owner's responsibility to repair. Before an application can be approved, unit owners must provide proof of purchase of an H06 policy for personal liability and property damage. The H06 policy must be continually maintained while the hot tub is on the premises.

i.) Should a unit owner fail to properly maintain their plantings or hardscape, the Association shall maintain or remove such plantings/hardscape at the unit owner's expense.

### **C.) BUILDING ALTERATIONS**

1.) Exterior Alterations: Unit owners must submit detailed plans and specifications of all proposed alterations to the DRC for review. The DRC will forward their recommendation to the Board for a decision. Proposed alterations include, but are not limited to the following:

a.) Replacement of windows and/or doors.

b.) Satellite dishes require review by the DRC and approval of the Board. Satellite dishes should not be installed on the front of buildings facing the street. Antennas, roof-mounted or remote solar collecting devices are prohibited. Refer to the FCRMA Policy for Satellite Dish Installations.

c.) Storm/screen doors

d.) Enclosing/screening/ skirting of decks.

e.) Painting

f.) Clothes drying lines will be considered. Types and locations must be referred to the DRC for review and submittal to the Board.

g.) Awnings, free-standing flag poles or lighting (except seasonal lighting) including conventional and solar yard and street lighting. Low intensity walkway solar lights are permitted.

h.) It is mandatory that the exterior architecture of the buildings be maintained when considering additions or alterations. In an effort to assist unit owners, the original brands /manufacturers are provided in **EXHIBIT B**.

i.) **Rooftop solar.** Refer to the FCRMA Policy for Solar Installations.

2.) Interior Alterations: For everyone's safety, it is recommended that unit owners use licensed plumbers, electricians, and building contractors for all alterations.

a.) Unit owners must submit detailed plans and specifications for proposed alterations involving major changes involving the building's structural systems including the removal/relocation of load bearing walls and alterations to beams, columns, joists, and/or trusses. The DRC may request that such plans and specifications be prepared by a licensed structural engineer. The DRC will forward its recommendations to the Board for a final decision.

### **D.) DEFINITIONS/DESCRIPTIONS**

1.) "Limited Common Elements" (refer to article 3, section 3.1 of exhibit "2", Declaration of Planned Community, First Amendment and Exhibits for complete details).

a.) A "Limited Common Element" is a portion of the Common Elements allocated for the exclusive use of one or more than one, but fewer than all, of the Building Footprint Lots or Condominium Lots.

b.) "Limited Common Elements" include improvements located outside of the boundaries of the Building Footprint Lots and the Condominium Lots including, without limitation, driveways, walkways, patios, decks, yard areas, flower beds, pipes, lines, conduits, or other apparatus (including all gas, electricity, telephone, cable television, water, sewer, foundation drainage, or air conditioning pipes, ducts, lines, conduits, or other apparatus serving only one lot.)

2.) "Common Elements" (refer to article 3, section 3.2 of exhibit "2", Declaration of Planned Community, First Amendment and Exhibits for complete details).

a.) Common Elements include the Limited Common Elements and consist of all the property and apertures described in Exhibit A of the Declaration of Planned Community, First Amendment and Exhibits and depicted on the plot except the Building Footprint Lots and Condominium Lots.

b.) The Common Elements, except the Limited Common Elements, shall remain undivided and be devoted to the common use and enjoyment of all unit owners, and be subject to specified limitations.

c.) They shall include easements, other incumbrances, utility lines serving the property or more than one lot, some infrastructure including private roads, water mains, water pumps, storm water drainage system (until accepted by the Town of Williston), pool, tennis courts, open land, fences, trees, shrubs, landscaping, and other site improvements located on the property.

3.) "Association" means Finney Crossing Residential Master Association, Inc.

4.) "Board" means Board of Directors of the Association charged with management and operation of the Association.

5.) "By-laws" means the bylaws of the Association.

6.) "Declarant" means the Snyder Taft Corners, LLC

7.) "Declaration" means this Declaration of Planned Community for Finney Crossing as it may be amended from time to time and includes Exhibits hereto.

8.) "Hardscape" means non-living elements of landscaping such as patios, masonry/stone fireplaces, firepits and stoves, retaining walls, stairs, walkways, and driveways that are incorporated into a landscape. It includes hard wearing material such as stone, brick, concrete, wood, and metal.

9.) "Rules and Regulations" means the provisions and limitations promulgated from time to time by the Board governing the use of the Common Elements and Units. A Rule is any policy, guideline, restriction, procedure, or regulation which is not set forth in the Declaration of By-Laws which govern conduct or the appearance of the property.

10.) Types/location of homes in Finney Crossing:

- a.) "Carriage Homes" are located on Dunmore Lane and Halfmoon Lane.
- b.) "Condominiums" are located on Stillwater Lane, Holland Lane, and Kettlepond Lane.
- c.) "Courtyard Homes" are located on Zephyr Road.
- d.) "Townhomes" are located on Maidstone Lane.

11.) "Unit owner" or "owner" means the Declarant or other person who owns a Unit

**E.) APPLICATION FORMS AND PROCEDURES**

- 1.) The Finney Crossing Design Review Committee (DRC) Application for Landscaping and/or Building Alteration is to be used by unit owners
- 2.) This form is to be used specifically in conjunction with Article 14 (Covenants and Environmental Restrictions) of Exhibit 2, Declaration of Planned community, First Amendment and Exhibits and all other governing documents of the Association.
- 3.) All applications should be either emailed to Lake Point Property Management or the successor property management firm for the Association.
- 4.) The DRC will forward their recommendation to the Board on an application within 30 days after a complete application is received.
- 5) The Board has 30 days to reach a decision after an application is received from the DRC. Otherwise, the application is approved.
- 6) If more time is required because of the complexity of the request, the DRC and/or Board can extend the time to respond as long as the applicant is notified. In no circumstance with the total duration be more than 90 days.

**F.) VIOLATIONS AND ENFORCEMENT**

- 1.) Unless otherwise stated, owners will be given 20 days to correct a violation of these Rules and Regulations. The Board may assess a per incident or monthly fine for violations that remain uncorrected, owners who wish to dispute a notice of violation and/or fine must do so in writing within 10 days of receipt of the violation notice. Notice of violation will be delivered by the property management company contracted by the FCRMA in a manner determined by them.
- 2.) If the violation remains uncorrected 60 days beyond the date of the original notice, the Board may choose to correct the violation at the owner's expense.
- 3.) The Board may put a lien on the property for non-payment of the expense by the unit owner.

**G.) CHANGES TO RULES AND REGULATIONS**

1.) The Board may from time to time, without consent of the owners, promulgate, modify, or delete any of these rules and regulations. Such changes shall be binding upon all owners until and unless overruled, canceled, or modified by a vote in a regular or special meeting of the owners holding a majority of the total votes of the Association.

**H.) APPROVAL AND AMENDMENTS**

Approved By \_\_\_\_\_, President of the Board,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019