

**FURNACE HILLS
HOMEOWNER'S ASSOCIATION, INC.
SECTION ONE
ARCHITECTURAL STANDARDS
&
COMMUNITY GUIDELINES**



NOTICE

This guide should become a permanent part of the homeowner's records.
It must be given to a prospective homeowner along with the Covenants & By-Laws.

(Additional copies of these Guidelines, the Covenants and By-Laws are available from Riden-Bringhurst Associates for a fee)

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TABLE OF CONTENTS

What Are The Covenants?	4
Who Is A Part of Our Association?	4
How Does The Architectural Control Process Work?	4
Items Not Covered In The Guidelines	6
How Do I Determine My Property Lines?	6
Guidelines	7
Air Conditioners	7
Animals	7
Antennas/Satellites	7
Arbors, Awnings, Sun Trellises	7
Boats, Trailers, Trucks, RV's	7
Clothes Lines	8
Common Areas	8
Community Information Board	8
Decks	8
Dog Houses, Dog Runs	10
Exterior Lighting	10
Fences	10
Fireplaces	11
Firewood	11
French Doors	11
Front Doors	12
Grills	12
Gutters, Downspouts	12
Heat Pump Units	12
Holiday Decorations & Lighting	12
Hot Tubs, Jacuzzis, Whirlpools	12
Landscaping	12
Lawn Furniture	13
Lawn Ornaments	13
Lawns	13
Mailbox Clusters	13
Painting House	13
Parking	14
Patios	14
Play Areas	15
Privacy Structures	15
Professional Offices, Home Businesses	15
Propane Tanks	15
Property Maintenance	15
Recreational Equipment	16
Sheds	16
Signs	17

Snow Removal	18
Solicitation	18
Storage of Materials	18
Storm Doors	18
Structures	18
Swimming Pools	18
Tenants	18
Trash/Recyclables	19
Vehicles	20
Other Alterations	20
Architectural Review Criteria	22
Violation Policy and Procedures	23
Sample Violation Notice	24

GENERAL INFORMATION

WHAT ARE THE COVENANTS?

The Declaration of Covenants, Conditions and Restrictions is the document you received at the point of sale of your unit. They are the legal binding documents between the Furnace Hills Homeowners Association (FHHOA) and each member (you) to which all parties must abide by. Our covenants assure owners of certain minimum standards for land use, architectural design and property maintenance throughout the community. They also provide for your membership in the (FHHOA) and establish a mechanism for the operation of the FHHOA on a daily basis.

The Covenants "run with the land" as part of your deed of ownership. The covenants are a contractual obligation between the homeowner and the FHHOA, and every homeowner and tenant is obligated to abide by them. It is our hope and intent to help you in every way to obtain the fullest enjoyment of your property and the commonly owned property consistent with your obligation to the other homeowners, tenants and the FHHOA.

WHO IS A PART OF OUR ASSOCIATION?

Furnace Hills Homeowners Association Section One consists of the following streets: Crossbridge Drive, Hobbitts Lane, Palmer Terrace, Silver Court, Spalding Court, and South Hills Court. The single family houses are not a part of our Association. The townhouses on the other side of the drainage swall that runs along Crossbridge Drive and Silver Court are not a part of our Association. These townhouses have their own Association with their own covenants, bylaws, Rules, and regulations.

HOW DOES THE ARCHITECTURAL CONTROL PROCESS WORK?

Every effort has been made to make this process as simple and efficient as possible. Homeowners desiring exterior alterations or modifications may simply use these guidelines, complete the application and provide a detailed drawing to scale with proposed alterations indicated in red.

No construction or alterations may begin until you receive written approval from the Architectural Committee. Please allow thirty (30) days for approval and plan accordingly. Owners, who proceed to construct exterior alterations prior to final Architectural Committee approval, do so at their own risk.

Please be reminded that it is the homeowner's responsibility to apply for and obtain all permits required by Carroll County. The telephone number for Residential Building Permits is 857-2674. Carroll County does require a building permit for decks, sheds, and patios, but does not require a building permit for fences in our community. Property owners have the sole responsibility for compliance with Carroll County codes and regulations.

Homeowners are reminded that construction of a fence in an easement area will be at the owner's risk, and the FHHOA assumes no liability.

Each Owner of a Lot in the Association, by virtue of his acceptance of a warranty deed and the Declaration of Covenants, Conditions and Restrictions (and particularly Article VI thereof), acknowledges the necessity of maintaining the physical appearance and image of the entire residential community as a quality residential community.

It shall be prohibited to install, erect, attach, place, build, alter, plant, remove or construct any structures or other additions to a Lot, or to any building on a Lot, including but not limited to any awnings, hot tubs, greenhouses, gazebos, patios, balconies, sundecks, porches, covers over patios/balconies/sundecks and porches, solar collecting devices, privacy enclosure walls or retaining walls; or to make any changes or alterations (including alterations in color) within any Lot which will alter the structural integrity or appearance of a building or a Lot, or otherwise affect the property, interest or welfare of any other lot owner, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, dimensions, material, color, type of construction and/or any other proposed form of change including within limitation, any other information specified by the Board (or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the property, and harmony of design, color and location in relation to surrounding structures and topography by the Board, or by an architectural standard committee designated by it.

Pursuant to Article VI of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc., the Board of Directors has the exclusive duty of appointing an Architectural Committee responsible for the development and enforcement of minimum architectural standards within our community.

Further, Subject to the operation and effect of the provisions of Article VII of the Declaration of Covenants, Conditions and Restrictions, no building, fence, wall, sign, fuel tank, deck, patio, shed, mailbox, privacy screen, sidewalk, flue, chase, antenna, porch, steps, pool, hot-tub or clothes dryer, or other structure of any kind whatsoever (each of which is hereinafter referred to as an "Improvement") shall be constructed, reconstructed, placed, maintained or modified (other than, (1) exterior repainting in the same color as the existing color, upon prior written approval of the Board and (2) interior painting or other modifications not visible from or affecting the exterior of the Dwelling), and no landscaping on a Lot shall be altered, unless such action and such Improvement has been approved expressly and in writing by the Architectural Committee, which shall have the absolute right to refuse to grant such approval for any aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location and approximate cost of such Improvement, have been submitted to and approved by the Committee expressly and in writing. In considering whether to grant and such approval, the Committee may consider the suitability of such proposed Improvement with relation to such Lot and the other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location and approximate cost of such Improvement as is furnished to the Committee, as aforesaid, all to the end that such Improvement shall be in harmony with, and have no adverse affect upon, its immediate surroundings and the other Lots.

If any Owner submits to the Committee a written application for approval of any Improvement as aforesaid, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt hereof, such approval shall thereupon be deemed to have been given. (c) The affirmative vote of a majority of the member of the Committee shall be required for it to take any action; provided, that such majority may designate one member to act for it.

Construction must be completed within six (6) months from the Committee approval date. A homeowner must re-submit the plans for review and approval if a project is not completed within the six (6) month period. The homeowner will be subject to any new policies implemented at the time of re-submittal.

If actual construction differs from approved plans, the homeowner has up to thirty (30) days after notice is given to remove the structure or submit plans reflecting the changes to the original plans. If modified plans are denied approval by the Architectural Committee, the homeowner has thirty (30) days from denial notice to return the structure to the approved plans--at the homeowner's expense.

ITEMS NOT COVERED IN THE GUIDELINES

Any alteration that is not included in these guidelines automatically requires that a completed application be submitted, reviewed and returned to you before the construction of the alteration. Although the documents allow sixty (60) days for the process of review and decision, we will make every effort to complete and return your approval/denial letter as quickly as possible. Incomplete applications and/or missing plans/drawings will be returned to the homeowner. Where homeowner(s) is referred to throughout this document, this also includes tenant(s) leasing the property.

HOW DO I DETERMINE MY PROPERTY LINES?

It is your responsibility to obtain a survey and permanent stakes for your property corners. You may use the contractor of your choice to perform the work.

It is your responsibility to insure the proper installations of all exterior improvements on your lot are within the property line boundaries defined in these guidelines.

GUIDELINES

Air Conditioners

Window air conditioners and window fans are strictly prohibited.

Animals

Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the common areas unless accompanied by a responsible person and unless they are carried or leashed. All pets are to be kept under the physical control of their owners and are to be cleaned up after immediately.

See Covenants, Article IX, Prohibited Uses and Nuisances, Section 1, (b). "The maintenance, keeping, boarding, and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any lot situate upon the properties, except that this shall not prohibit the keeping of not more than two (2) dogs or cats, provided they are not kept, bred or maintained for commercial purposes".

Carroll County Ordinance No. 26, Section 5, (a) states: "The owner of a dog shall keep the dog under restraints at all times."

Carroll County Ordinance No. 26, Section 7, (a) states: "The owner of every animal shall be responsible for the removal of any excreta deposited by this animal(s) on public property, including walks, recreation areas, or on private property. The owner of every animal shall not allow excreta deposits by animals to accumulate on his property so as to cause a health hazard or become a nuisance."

Specific complaints in conjunction with Ordinance No. 26 should be made directly to the Humane Society of Carroll County, (410) 848-4810.

Antennas/Satellites

Pursuant to Federal Law, satellite dishes /antennae are permitted on your property. However, it is the responsibility of the homeowner to ensure that the installation is done in a workmanlike manner, and that to the extent possible, satellite dishes/antennae are located on the rear of the dwelling. All wires/cables to or from such equipment shall be cleanly dressed along the closest roofline.

Arbors. Awnings. Sun Trellises

Arbors, awnings, sun trellises, or the like, of a permanent nature are strictly prohibited. Collapsible table umbrellas are permitted.

Boats. Trailers. Trucks. RV's

See Covenants, Article IX, Prohibited Uses and Nuisances, Section 1, (d). "Except as herein elsewhere provided, no junk vehicle, commercial vehicle, vehicles which does not display current registration, trailer, truck, camper, cap truck, house trailer, recreation vehicle, boat or the like shall be kept upon the Properties except as determined by the Board (except for bona fide

emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The FHHOA may, in the discretion of the Board provide and maintain a suitable area designated for the parking of such vehicles or the like."

The personal parking spaces, overflow parking lots, and curbside street parking in the community are limited to registered cars, light trucks and vans, and motorcycles, as long as each vehicle fits entirely within the parking space. Examples of items not permitted in personal parking spaces, overflow parking lots, and along the streets in the community include, but are not limited to, all-terrain vehicles, boats, campers, construction and maintenance equipment, dirt bikes, jet skis, snowmobiles, temporary and permanent recreational structures (I.e. basketball nets), tractor trailers, and unlicensed or inoperable vehicles.

Clothes Lines

No clothing or any other household fabric shall be hung in the open on any lot.

Common Areas

No dumping of trash, grass clippings, weeds or gardening debris is allowed on any of the common areas. No noxious or offensive activity is permitted within the community. All common areas, including the playgrounds, are open from dawn to dusk. Anyone using these areas does so at his or her own risk. The FHHOA assumes no liability for mishaps, injuries, or the like, sustained while on the common areas.

See Covenants, Article IX, Prohibited Uses and Nuisances, Section 1, (g) "No structurally sound or healthy trees shall be removed from any lot without written approval of the Association acting through its Board or duly appointed committee."

Community Information Board

There is an information board on Windsor Drive near the newspaper boxes. If you are interested in posting information on the board, please submit the information/flyer to the Recreation/Social Chairperson/Furnace Hills HOA/P. O. Box 294 / Westminster, Maryland 21158. The Chairperson has the right to refuse posting information that the Board determines to be inappropriate.

Decks

All decks require a completed application and a county building permit.

- a. **Materials:** Decks may be constructed of solid wood or composite products.
- b. **Finish:** Natural wood stain or white semi-transparent stain only. Every surface, including top, bottom, sides, etc. must be stained the same color. Two-toned structures are permitted, but the tone selection must be approved by the Architectural Committee. If there is a fence on the property, the finish must match the fence. The final finish must match the architectural application approved color chip submitted by the homeowner. The type of wood used will have a strong impact on the color hue. Regulations as to stain do not apply to composite products. A sample portion of the shade

desired by the homeowner must be submitted to the Architectural Committee along with a completed application before composite materials will be approved.

c. Placement:

1. Decks may not extend past the foundation walls in any direction. Stairs on the side of the deck may not extend past the side foundation wall. Stairs located on the rear of the elevated level deck may not extend more than 15 feet (15') from the rear foundation wall, or three feet (3') past the maximum deck depth which is 12 feet (12'). Length or depth is considered from the rear foundation wall to the rear property line. Width is considered from the party-wall to the outside foundation or opposite party-wall.
2. Decks must be attached to the dwelling. No free standing decks will be permitted.
3. Decks on interior and end units must be placed a minimum of one foot (1') inside each party-wall. This restriction includes stairs, footers, joists, railings, supports, flooring and all other portions of the deck.
4. Decks may not have a roof, rafters, overhead beams or overhead joists of any type.
5. Wooden or composite patios that are installed one inch (1") or more above the ground are considered a deck and must comply with the deck guidelines.

d. Size:

1. Houses with living rooms at the ground level may not have decks that exceed 18 feet wide x 14 feet deep (18' x 14').
2. Houses with living rooms at an elevated level may not have decks that exceed 18 feet wide x 12 feet deep (18' x 12'). See (C1) above for placement of stairs.
3. Decks 30 inches (30") or more off the ground must have railings and balusters no lower than 3 feet (3'), nor higher than 3 feet 6 inches (3' 6") around the perimeter. Spacing between balusters may not exceed four inches (4").

e. Structure:

1. All support posts which make contact with the ground must be installed in concrete footers or be anchored above ground to a concrete footer. Concrete footers must extend below the frost line (approximately 3 feet below ground).
2. All county codes in relation to decks must be followed and all decks must receive a certificate of inspection from the county.

f. Shape:

1. Decks must be square or rectangle and may include offsets or angled portions, but in no event may the total deck size

- exceed the maximum deck size defined above. Decks with tiers are not permitted.
2. Stairs are considered separate from the maximum deck size defined above, but cannot extend more than three feet from the maximum deck size.

Dog Houses. Dog Runs

All doghouses require a completed application.

Dog houses must be no larger than four feet wide x four feet long x four feet high (4'x 4' x4') and kept within the property lines. Dog runs must limit dogs to move about within the property lines only. Dog runs must not allow dogs to roam on neighboring properties, common areas, or sidewalks.

Exterior Lighting

Some exterior lighting requires a completed application.

A complete application is required for all permanent exterior lighting and wiring. All exterior lighting must be installed so as not to shine on an adjacent property or common area. Bug zappers are permitted in the rear yard only. Permanent "party lights" are prohibited. CFL or Compact Fluorescent Bulbs may be used in enclosed fixtures only, provided the specific model used is approved for outdoor use. It is the responsibility of the Homeowner to ensure that the CFL bulb of their choosing is appropriate for the desired application according to the manufacturer.

A completed application is required for the following:

- a. A change in style, size, shape, color or positioning of existing light fixtures.
- b. Installation of any new exterior lighting.
- c. Installation of 10w~level lighting such as front walk lights, accent lights and deck lights.

An application is not required' for the replacement of an existing light fixture if replaced with a fixture that matches the original fixture in size, shape, and color.

Fences

All fences require a completed application.

a. Materials:

1. Fences may be constructed of wood or composite pickets. Split rail, chain link, or any type of wire fencing is strictly prohibited.
2. In no case will temporary stockade or snow fences, collapsible or folding-type fences be permitted on any lot.

b. Finish:

Natural wood stain or white semi-transparent stain only. Every surface, including top, bottom, sides, etc, must be stained the same color. No two-toned fences are permitted. The finish must match the deck. The

final finish must match the architectural application approved color chip submitted by the homeowner. The type of wood used will have a strong impact on the color hue.

c. Placement:

1. All fencing must be aligned, perpendicular, straight to the house structure and lay parallel to the ground.
2. Fencing may not extend forward of the rear foundation wall. Fencing on end units may extend up the side foundation wall to the chimney foundation in a straight line to a maximum of one foot (1') inside the side and rear property line.
3. Rear yard fencing must be placed exactly one foot (1') inside the rear property line, and be aligned with neighboring rear fencing so that all rear fencing on the row of homes is straight, level and at the same placement.
4. No staggered fencing will be permitted to the rear of the row of homes.

d. Size:

1. Party-wall fencing must extend to a maximum of one foot (1') inside the rear property line. No partial fencing will be allowed.
2. All vertical posts and boards must be straight, level, and plumb.
3. Fence height can be no greater than 4 feet (4').
4. Gates must open inward into the yard and cannot open outward into common areas. All gates must match the fencing in style, materials, height and finish.
5. Fence posts must be installed in either concrete or gravel base. They cannot be installed directly into the ground.
6. The homeowner is responsible to trim and maintain the fence line on both the interior and exterior of the fence. No planting of any type will be permitted on the exterior of the fence.

Fireplaces

All fireplaces require a completed application.

Fireplaces that were not installed by Masonry Contractors must meet all local building codes.

The chimneys must be finished in siding identical to the house siding or approved brick.

Firewood

Firewood may be stored outside if stacked neatly in rear of house and on homeowners property.

It is recommended that firewood be elevated by 12-18" to avoid termites and pests of the like.

French Doors

All French doors require a completed application.

Replacement of sliding glass doors with French doors is permitted. The exterior of the door must match the house trim.

Front Doors

Front door replacements require a completed application if the replacement door is not of the same material and style that were installed at the time of initial construction. The exterior of the door must match the house trim, or be white in color.

Grills

Permanent grills are not permitted. Portable grills must be located behind the house. For safety precautions, grills should not be used on elevated decks.

Gutters. Downspouts

All gutter and downspout relocations require a completed application.

- a. Location: The drainage patterns on adjacent property shall not be adversely affected, and no direct drain onto common or neighboring sidewalks is allowed.
- b. Color: Gutters and downspouts should match as closely as possible to the current gutters and downspouts, which is white.
- c. Design and Structure: A factory applied finish is required.

Heat Pump Units

All heat pump unit relocations require a completed application.

Exterior heat pump units may be relocated only when they do not interfere visually or acoustically with the neighbors. Interior houses must limit the location of the heat pump to the rear of the house. End unit houses must limit the location of the heat pump to the rear or side of the house.

Holiday Decorations & Lighting

Decorative holiday and festival lighting does not require approval. However, holiday lighting and decorations shall be displayed and operative as follows:

- a. Halloween - decorations are permitted between October 1st and November 15th of each year.
- b. Winter Holiday Season - decorations are permitted between November 25th and January 15th of each year.
- c. Other Holidays - decorations are permitted one week before and one week after the stated holiday.

Homeowners who decorate for the holidays are required to remove decorations in a timely manner.

Hot Tubs, Jacuzzis. Whirlpools

Hot tub, Jacuzzi, whirlpool, or the like, are strictly prohibited.

Landscaping

Several landscaping alterations require a completed application.

A completed application is required for, but not limited to, the following instances:

- a. Any plantings used as a hedge, windbreak or for screening purposes. Hedges will be considered on an individual basis.
- b. Landscaping which involves a change of grading or slope, or installation of a retaining wall or other structure on common area.
- c. Stepping stones, or the like, that are flush with the ground.

An application is not required for the planting of:

- a. Individual shrubs (unless used as a hedge), foundation plants, small annual or perennial beds, ground covers, or single specimen trees which, at maturity will be in scale with the house size.

Lawn Furniture

Redwood or other raw wood lawn furniture as well as glass and/or metal patio furniture is permitted in the rear yards only. No lawn furniture may be displayed on the front porches. Lawn furniture is not permitted on the front lawn of any home. When lawn furniture is not in use, the homeowner must store loose items within the rear of the home or on a deck or patio.

Lawn Ornaments

All lawn ornaments require a completed application.

Lawn ornaments, birdbaths, garden statues, animal statues, or the like are very limited in the development. The Committee has the right to refuse any requests based on a vote by the Board.

Lawns

Proper lawn maintenance is expected of all homeowners. All lawns, front, back, and sides (where applicable), may not be allowed to grow more than four inches (4") high. This includes trimming around the houses, sheds, fences, patios, flowerbeds, and the like. All homeowners own their parking spaces and are required to remove any weeds, grass and grass clippings from the curb and gutter areas. If an owner does not comply with this requirement, then the FHHA may take action to have the lawn mowed and/or trimmed at the owner's expense.

Mailbox Clusters

The mailboxes are the property of the U.S. Postal Service. It is illegal to post any information on the cluster boxes. Any violators face federal prosecution. Any maintenance and painting is the responsibility of the postal service. If a mailbox cluster is in need of repair the homeowner should contact the postal service directly.

Painting House

A complete application is required in order to change the color, shade, or tint of the trim, shutters, or door of any structure. Aluminum siding may not be painted or replaced with that of a different color.

See Covenant, Article VI, Approval, Section 2, (a). "Exterior repainting in the same color as the

existing color is permitted without written approval by the Architectural committee. A summary of approved colors is listed below," Painting in a color not listed below, or otherwise not approved will subject the homeowner to immediate repainting at the homeowner's expense. Homeowners must bring sample swatches of the appropriate color to *The Home Depot*, in order to ensure proper matching of tones. If a homeowner elects to use a different retailer, such is done at the risk of the homeowner and any expenses due to non-compliance will be the sole responsibility of the homeowner.

Semi Gloss Latex (S.G.L.):

- » Wedgwood Blue - Alcan S.G.L.
- » Doeskin Tan - Mirro Champagne Beige S.G.L.
- » Mocha - Pecan Brown Mirro S.G.L.
- » White - 78-45 S.G.L.
- » Green - Copper Verde 78-841 S.G.L.
- » Rural Red - 78-895 S.G.L.
- » Brown - Black Umber 78-880 S.G.L.

Available locally at The Home Depot.

Parking

The property boundary for each lot includes at least two (2) parking spaces. Some end units have three (3) parking spaces. Homeowners and their guests are forbidden to park in spaces that they do not own. Violators are trespassing on private property. Homeowners with specific complaints should contact the local police.

See Covenants, Article IX, Prohibited Uses and Nuisances, Section 1, (f). "In order to facilitate the free movement of passing vehicles, no automobiles belonging to the residents shall be parked on any streets, except during bona fide temporary emergencies, or unless as otherwise authorized by the Board."

All residents must utilize personal parking and overflow parking spaces before resorting to parking on the streets. Vehicles parked on the community streets must be on a temporary basis and must not interfere with or become a nuisance to other residents. The FHHA reserves the right to limit or eliminate the use of on-street parking within the community at any time. In addition, vehicles must be otherwise in compliance with HOA guidelines.

Patios

All patios require a completed application.

- a. Patios shall be not larger than six inches (6") above the ground. Materials allowed are reinforced concrete, flagstone, or brick. If brick or flagstone is used, then a sturdy wooden barrier must surround the perimeter of the patio unless the brick is at ground level.
NOTE: Wooden patio structures are considered decks and must follow deck guidelines.
- b. Patios shall not exceed 18 feet wide and 14 feet deep (18' x 14') and must be a minimum of one foot (1') in from the side party-wall.

- c. Patios shall not be permitted forward of the rear foundation wall or extend beyond the side foundation wall.
- d. Patios must not affect the drainage of adjoining properties.

Play Areas

See Charter and Code of Westminster; Section 10-22, Games in Streets. "It shall be unlawful for any person to play at any ball game or to throw any ball or other missile on any public street or sidewalk or in any public place other than a playground or duly designated play street."

A playground is provided for the use and enjoyment of all residents in the development, on Windsor Drive. All common areas, including the playground, is open from dawn to dusk. Anyone using these areas does so at his or her own risk. The FHHA assumes no liability for mishaps, injuries, or the like, sustained while on the common areas.

All recreational activities must be limited to the homeowner's property or the common areas. Using a neighbor's property to play or simply walk across is strictly prohibited without the neighbor's prior consent. Please respect each homeowner's property by not trespassing.

Privacy Structures

All privacy structures require a completed application.

All privacy walls, fences, screens, lattice, and the like, are not permitted at the elevated living room levels. Privacy structures are permitted at the ground level and may not extend further than eight feet (8') from the rear foundation and be no higher than six feet (6') tall.

The privacy structures must be constructed from solid wood or composite products. The finish must match the deck, wooden patio, and fence. The final finish must match the architectural application approved color chip submitted by the homeowner. The type of wood used will have a strong impact on the color hue. See "Fences" for further specification.

Professional Offices, Home Businesses

All lots are for residential use only. Any professional or home industry may be conducted provided that such use is consistent with Maryland Law, Carroll County Code and Westminster City Zoning and other pertinent Ordinances.

Propane Tanks

Propane tanks, except for tanks used for portable gas grills, are strictly prohibited.

Property Maintenance

Every homeowner is required to maintain all physical structures and finishes on their property. It is recommended that doors, house trim, decks, fences, sheds, or the like, are maintained on an annual basis. The FHHA has the right to request and enforce re-finishing or repair of a structure that has deteriorated in appearance. It is at the sole discretion of the Architectural committee to determine what is deemed as deteriorated.

Pursuant to Article VII (b) of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc., the Board of Directors, in the event that any owner shall fail to maintain any lot or the premises and the improvements situate thereon in a manner satisfactory to the board, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employed to enter upon said lot and repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry, repair, maintenance and restoration shall be exercisable only upon 15 days written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The Costs of such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such lot and owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, section 9, of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc.

Recreational Equipment

- a. Portable items including, but not limited to, children's wading pools, sand boxes, and play houses are permitted in rear yards. Items may not be placed outside of your property lines and must be stored in an orderly fashion.
- b. Toys, bikes, and the like are forbidden from being stored in front and side yards. All such items must be removed from public view each day while not in use and moved to the rear yard. Items must not remain on the sidewalks at anytime because it interferes with free movement of others.
- c. Permanent play houses, gym equipment, and swing sets are strictly prohibited.

Sheds

All sheds require a completed application.

- a. **Materials:**
 1. Storage sheds may be added providing that they are custom built with wood framing construction or pre-fabricated of wood construction. Siding must be either aluminum siding or Texture 1-11 wood siding. No other siding material is permitted.
 2. No steel, metal or plastic sheds are permitted.
 3. All sheds must have roofing materials that exactly match in type and color the materials used on the home.
 4. Sheds must be constructed on a slab or attached permanently to a secure foundation. Sheds may not be attached to any portion of the fence.
- b. **Placement:**
 1. Sheds must be placed in the rear yard only and set back to homeowner's property line.
 2. Sheds may not interfere with the natural or man-made grade or interfere with the natural flow of water or drainage to either adjoining lots or common area.

3. If a homeowner desires to place a shed behind their rear property line, a completed request for a shed placement license must be submitted to the Architectural committee and be approved as to the exact placement of the shed. In the event such a license is granted, said license is non-transferrable, and at the time of sale, a licensee homeowner shall disclose the non-transferrable nature of their shed placement license to any prospective purchaser of their lot, or relocate the shed to a location within their property lines prior to placing the property for sale. Once title is transferred, the purchaser of a property subject to a shed placement license shall have 30 days in which to apply for a similar license or be subject to violation. The decision to grant or deny an application for a shed placement licenses is within the sole discretion of the Architectural Committee and the FHHOA Board of Directors. The Decision of the Board of Directors is final. Any homeowner granted such a license shall expressly indemnify the FHHOA, its agents, officers and/or directors, and shall expressly accept liability for any personal injury, related damages or other property damages including loss of use, arising from or as a consequence to the placement, use, misuse, damage to, or destruction of their shed.

c. **Size:**

1. Sheds must be no larger than eight feet wide, eight feet deep, and eight feet high (8' x8' x8').

d. **Finish:**

1. On sheds constructed of aluminum siding, the materials and colors must be of the exact type and color and correspond with the materials and color of the house.
2. On pre-fabricated sheds, the colors of walls (aluminum siding or T 1-11) must match the color of the house.
3. All roofing materials and trim must match the corresponding roof and trim on the house.

Signs

See Covenants, Article IX, Prohibited Uses and Nuisances, Section 1, (i). "No signs of any character shall be erected, posted, or displayed upon, in or about any lot or unit; provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot placed upon the market for sale or rent."

A home security sign, no larger than six inches by six inches (6"x6"), is permitted in the front or side flower bed. There can be no more than one (1) sign per property.

Snow Removal

Each homeowner is responsible for snow removal along the sidewalk in front of his/her house within the City of Westminster designated timeframe. Violators are subject to a fine by the City of Westminster. Any specific complaints should be directed to the City of Westminster.

The City of Westminster is responsible for snow removal on Crossbridge Drive, Hobbitts Lane, Palmer Terrace, Silver Court, Spalding Court, South Hills Court, and Windsor Drive. Any specific complaints should be directed to the City of Westminster.

Solicitation

As indicated on the court signs, the community does not condone solicitation. Even though the policy is posted, there is no legal recourse available for the FHHOA if solicitors are in the neighborhood. If approached, each homeowner should inform the door to door solicitor that the practice is not condoned in the community. Specific complaints on a soliciting organization should be made directly to the City of Westminster.

Storage of Materials

Visible storage of lumber (other than firewood as specified), building materials, wheelbarrows, vehicle parts or other discarded items in the front, rear or side yards is prohibited.

Storm Doors

All storm doors require a completed application.

- a. Materials: Storm doors may be baked aluminum only. No other metal, steel, plastic, etc. materials are acceptable.
- b. Color: Storm doors must match the trim of the home or be white. No other colors will be permitted.
- c. Style: Storm doors must be full view or three quarter (3/4) view style only. No half-view, crossbuck or other styles will be permitted.

Structures

See Covenants, Article IX, Prohibited Uses and Nuisances, Section 1, (h). "No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time. Temporary playhouses or the like may be so maintained provided their primary purpose is the maintenance and/or promotion of juvenile recreation subject to application to and approval by the Board of Directors of the Association or by the Architectural Committee, as the case may be."

Swimming Pools

Only temporary children's wading pools no greater than 12 inches (12") in depth are permitted and only in rear yards. The pool must be kept empty when not in use and stored out of public view.

Any other size swimming pools and filters are strictly prohibited.

Tenants

See By-Laws, Article IX, Use Restrictions, Section 2, Leasing. "No lot within the project, with the exception of leases entered into by Declarant, shall be rented for transient or hotel purposes, or in any event for an initial period of less than twelve (12) months. No portion of any lot other than the entire lot shall be leased for any period. Any owner of any lot who shall lease such lot shall promptly following the execution of any such lease, forward a conformed copy thereof to the Board.

Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the lot shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the common areas or other rules as the Board may from time to time promulgate. The provisions of this section shall not apply to any institutional mortgagee of any lot who comes into possession of the lot as a result of a foreclosure sale or as a result of a proceeding in lieu of foreclosure."

The homeowner will be held accountable for all actions by the tenant and will be responsible for the account on the property.

A copy of the lease should be sent directly to: Riden-Bringhurst & Associates, 679 Old New Windsor Pike, Westminster, MD 21157-6748 / (410) 876-0201

Trash/Recyclables

See Covenants, Article IX, Prohibitive Uses and Nuisances, Section 1, (c). "No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on the properties."

See Covenants, Article IX, Prohibitive Uses and Nuisances, Section 1, (e). "Trash and garbage containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash collection. Such containers shall be kept in the rear of any lot or in an area designated by the Board."

- a. Trash, garbage containers, and recycling containers shall not be permitted to remain in public view from the front of the house except on trash pick-up days.
- b. Trash and household recyclables should be placed out for pick-up on Thursdays before 6:00 a.m. Trash may be placed out the preceding day, but only after dusk.
- c. Lawn recyclables should be placed out for seasonal pick-up on Wednesdays before 6:00a.m. Lawn waste may be placed out the preceding day, but only after dusk.
- d. All containers and bags must be tightly secured to avoid disturbances from weather and animals.
- e. Trash and recyclables are to be left curb side during designated times and should not interfere with sidewalk traffic.
- f. Bulk trash removal is the responsibility of the owner. Arrangements can be made by contacting Carroll County Bulk Trash at (410) 848-9077. Bulk trash may be placed at the designated pick-up location on the day of the pick-up only.

The City of Westminster supplies trash, household recycling, and lawn clipping recycling removal. Any service related issues should be directed to the Public Works division at (410) 848-9000. When you are using the common areas, please be sure to use the trash receptacles located on each playground.

Please be courteous and help keep the Furnace Hills community free of litter. The FHHOA has a strict no-tolerance policy regarding waste disposal. The areas in and adjacent to the parking bays are not for the storage of or disposal of refuse or other personal property not classified as an operable and registered motor vehicle as defined in these guidelines, except for on designated removal dates.

Those in violation of this covenant will be immediately reported to the city of Westminster, Westminster Police, Carroll County Sherriff's Office, or any other police agency charged with the enforcement of laws in the City of Westminster or Carroll County, Maryland.

Specifically, in addition to a violation of community covenants and bylaws, and the penalties associated therewith, any homeowner in violation of this Covenant is also subject to administrative and criminal penalties, under *Carroll County Ordinance § 197-29.1* or *The Ann. Code of Md. Criminal Article § 10-110 (Litter Control Law)*.

Vehicles

See Covenants, Article IX, Prohibited Uses and Nuisances, Section 1, (d). "Except as herein elsewhere provided, no junk vehicle, commercial vehicle, vehicle which does not display current registration, trailer, truck, camper, cap truck, house trailer, recreation vehicle, boat or the like shall be kept upon the properties except as determined by the Board (except for bona fide emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board provide and maintain a suitable area designated for the parking of such vehicles or the like."

The personal parking spaces, overflow parking lots, and curb-side street parking in the community are limited to registered cars, light trucks and vans, and motorcycles, as long as each vehicle fits entirely within the parking space. Examples of items not permitted in personal parking spaces, overflow parking lots, and along the streets in the community include, but are not limited to, all-terrain vehicles, boats, campers, construction and maintenance equipment, dirt bikes, jet skis, snowmobiles, temporary and permanent recreational structures (i.e. basketball nets), tractor-trailers, and unlicensed or inoperable vehicles.

Other Alterations

It is impossible to write the guidelines necessary to cover all exterior changes. When a guideline is not available for the temporary or permanent alteration you are proposing, a completed application is necessary. Emphasis will be placed on proper scale, materials and impact on the overall appearance of the community.

Applications that do not include sufficiently detailed information to permit understanding and

evaluation of your proposal will be returned without approval.
This document is intended to be a part of your permanent records. In the future, revisions will be made on a page-by-page basis for easy insertion into this booklet.

Furnace Hills Homeowners Association Architectural Review Criteria

REVIEW CRITERIA

The Furnace Hills Homeowners Association Architectural Review Committee evaluates all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the housing type and the individual site, since what may be an acceptable design of an exterior in one instance may not be for another. For example, exterior changes to townhouses, due to their relative closeness to each other, usually are more noticeable and have more of an impact on adjoining properties than happens for a detached house. Design decisions made by the ARC in reviewing applications are not based on personal opinion or taste. Judgments of acceptable design are based on the following criteria, which represent in more specific terms the general standards of the Declaration.

Validity of Concept. The basic idea must be sound and appropriate to its surroundings.

Relation to the Natural Environment. Fencing in particular can have damaging effects on the feeling of open space. Other factors such as removal of trees, disruption of the natural topography and changes in rate or direction of storm water run-off also adversely effect the natural environment. Design Compatibility. The proposed improvement must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

Conformance with Covenants. All applications are reviewed to confirm that the project is in conformance with the Declaration of Covenants, Conditions and Restrictions.

Location and Impact on Neighbors. The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage. For example, fences may obstruct views, breezes or access to neighboring property; decks or larger additions may cast unwanted shadows on an adjacent patio or infringe on a neighbor's privacy. When a proposed alteration has possible impact on adjacent properties, it is suggested that the applicant discuss the proposal with neighbors prior to making application. It may be appropriate in some cases to submit neighbor comments along with the application.

Scale. The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.

Color. Color may be used to soften or intensify visual impact. Parts of the addition that are similar to the existing house such as roofs and trim should be matching in color.

Materials. Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, vertical wood siding on the original house should be reflected in an addition. On the other hand, an addition with wood siding may be compatible with a brick house.

Workmanship. Workmanship is another standard, which is applied to all exterior alterations. The quality of work should be equal to or better than that of the surroundings area. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. The association assumes no responsibility for the safety of new construction by virtue of design or workmanship.

Timing. The majority of alterations will be built or installed by the residents themselves rather than a contractor. However, projects, which remain uncompleted for long periods of time, are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If such time period is considered unreasonable, the ARC may disapprove the application.

FURNACE HILLS HOMEOWNER'S ASSOCIATION, INC. VIOLATION POLICY AND PROCEDURES

The Board of Directors is obligated to Create and enforce guidelines that are for the overall well being of the Association and its members. Under Article IX, Section 3 of the By-Laws of the Furnace Hills Homeowner's Association, Inc., the following Violation Policy has been established by the Board of Directors to take effect beginning March 15, 1997.

Once the Board of Directors and/or Architectural Committee has found a homeowner(s) to be in violation of the Covenants, By-Laws, or established policies, the following course of action will take place:

1. The homeowner(s) will be sent a first notice via first class mail and posting at the property. **FIRST NOTICE** - This letter will explain the nature of the violation and a remedy time frame. If the violation is not rectified by the date stated in the first notice, local authorities will be notified if applicable, and a fine will start to accrue. The fine will be \$25 fee plus \$5.00 per week until the violation is corrected. This amount does not include any municipal or criminal fines that may be incurred depending upon the nature of the violation, nor does it include any expenses which may be incurred by the Association should it elect to exercise its right of entry and remedy the violation.

The homeowner can request a hearing before the Board of Directors by submitting a request in writing to P. O. Box 294, Westminster, MD 21158 within ten (10) days from the date of the first notice. The homeowner(s) forfeits his/her/their right to a hearing if a written request is not received by the Board within ten (10) days.

2. At the conclusion of the appeal period above, if no appeal request is received, a **SECOND NOTICE** will be sent to the Homeowner. If the violation is not rectified by the date stated in the second notice, the account will be turned over to legal counsel.
3. The attorney will send out a final notice via first class, certified mail and/or personal service. **FINAL NOTICE** - This letter will be the final notice to remedy the violation. In addition to the fine levied by the Board, a If the violation is not rectified by the date stated in the final notice, the attorney will aggressively pursue legal action to remedy the violation. Any out-of-pocket and legal expenses performed by the law firm will be billed directly to the homeowner(s) in violation.

ASSOCIATED COSTS & FINES

All costs and fines incurred will be charged to the homeowner's account due and payable in fifteen (15) days from date of posting or receipt of the **FIRST NOTICE**. Account balances over fifteen (15) days will be assessed interest at the legal rate. The **SECOND NOTICE** advises the delinquent homeowner that they have fifteen (15) days to make payment in full, or the account will be turned over to the Association attorney.

If the delinquent account must be sent to the attorney, an initial legal fee of \$175.00 will be charged to the delinquent account. Additional legal fees will accrue as collection efforts continue. The Association has the right to file a lien against the property and attach the wages of the homeowner(s). The homeowner(s) will be charged for ALL costs incurred in these collection efforts.

**THE BOARD OF DIRECTORS
FURNACE HILLS HOMEOWNER'S ASSOCIATION
(By Resolution at the January 20, 1997 Board Meeting)
(Amended by Board Resolution in March, 2010)**

VIOLATION NOTICE

Dear Current Tenant / Owner of _____,

You are hereby on Notice, this _____ day of _____, 20____ that, due to a condition existing on your Property, you are in violation of the Restrictive Covenants and Architectural Guidelines for our community.

- Trash and Garbage Containers shall be kept in the rear of any lot.
- No automobiles belonging to residents shall be parked on any streets, except during emergencies.
- Portable Grills must be located behind the house.
- No lawn furniture may be displayed or stored at the front of any home.
- Lawn Ornaments require a completed application.
- Proper lawn maintenance is expected of all homeowners.
- Toys, bikes and the like are forbidden from being stored in front and side yards.
- Permanent play structures are strictly prohibited.
- Visible storage of discarded items in the front, rear or side yards is prohibited.
- No accumulation or storage of litter, new, or used building materials or trash of any kind shall be permitted.

You have 15 days from the date of receipt to remedy this violation or action will be taken by the Board of Directors to remedy your violation at your expense.

Pursuant to Article XI of the Bylaws of the Furnace Hills Homeowners Association, Inc., (“HOA”) each owner of a lot in the Association by virtue of his acceptance of a warranty deed and the declaration of covenants, conditions and restrictions acknowledges the necessity of maintaining the physical appearance and image of the entire residential community as a quality residential community.

Pursuant to Article VI of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc., the Board of Directors has the exclusive duty of appointing an Architectural Committee responsible for the development and enforcement of minimum architectural standards within our community.

Pursuant to Article VII (b) of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc., the Board of Directors, in the event that any owner shall fail to maintain any lot or the premises and the improvements situate thereon in a manner satisfactory to the board, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employed to enter upon said lot and repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry, repair, maintenance and restoration shall be exercisable only upon 15 days written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The Costs of such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such lot and owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, section 9, of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc.

Pursuant to Article IX, section 2 of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc., the association may, in the interest of the general welfare of all the Owners of the properties and after reasonable notice to the Owner, enter upon any lot at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this article, or for the purpose of abating anything herein defined as prohibited use or nuisance.

Pursuant to Article XI, section 1 of the Declaration of Covenants, Conditions and Restrictions of the Furnace Hills Homeowners Association, Inc., the Association, by and through its Board of Directors, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed. In the event the association institutes legal action to compel enforcement, it shall be entitled to recover all court costs, and reasonable attorneys fees incurred from the violating owner. FAILURE BY THE ASSOCIATION TO ENFORCE ANY COVENANT OR RESTRICTION IN THE PAST SHALL IN NO WAY BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

Should you have further questions as to the right of the Association to enforce the provisions of the above architectural standards, covenants bylaws and restrictions, please contact the board in a timely manner upon receipt of this violation, or visit our website, WWW.FURNACEHILLS.ORG to view a copy of the Architectural Standards, Bylaws, Covenants and Restrictions applicable to your property.