

## Martins Farm Board of Directors Operating Policies

These policies are put in place to clarify repeat questions and to address any “grey” areas of the covenants. They may be added to and altered by the BOD as required. Reviewed by and agreed to by a Board majority every January.

- All committees are dissolved at the end of each calendar year and appointed for the upcoming year by the incoming BOD.
- Common area violations will be handled as noted below but not limited to these actions. The final decision will be made by the BOD based on the severity of the violation; it is possible to immediately suspend the gate key card if the BOD determines it’s in the best interest of the HOA. General guidelines are as follows:
  - First violation — friendly reminder/written warning;
  - Second violation — two week suspension of gate key card;
  - Third violation — suspension of gate key card for remainder of calendar year.
- When a violation is not corrected and fines become necessary, the usual method is:
  - \$25 / day until corrected for minor violations (on-street parking, etc.);
  - \$250 fine and \$10 / day until corrected (painting without approval, etc);
  - \$750 fine per tree for removing a tree without prior written approval.
- BOD members will suspend open meetings when appropriate, ie COVID outbreak, etc.
- Roof patches are generally not allowed but are subject to approval by the BOD under certain circumstances. A second patch is never allowed; patchwork roofs are considered unsightly and a violation of our covenants.
- Beginning January 1, 2025, when a new fence is approved and installed it must be stained with an approved stain within one year of the time of installation. When a fence is repaired with new pickets, the pickets must be stained to match the existing fence, to provide a contiguous look from the road.
- Any request to store, build, expand, place, etc., non-temporary items in a resident’s backyard (such as a shed), must be accompanied by exact dimensions (elevation, width, depth, etc.) and exact location, including pictures when possible. The term “cannot be seen from the road” is not sufficient and does not address other neighbors’ right to enjoy their properties, and Board members may need to visit the site to see exactly what is desired. This is something that the Board will have to review and decided upon and cannot be decided by the ARC alone.
- Requests from neighbors that are not in accordance with the covenants / a variance from the covenants or policies and procedures MUST be reviewed by the BOD if the ARC chair feels it should be considered. If the ARC chair feels it’s not feasible, an immediate denial may be issued.
- Removing a tree includes grinding out the stump whenever possible.
- Driveways may not be painted.
- Window cross bars must be consistent - all in or all out (except for picture windows).
- Once a project is approved by the ARC/BOD, the project must be started within one year of the approval and completed within a reasonable time frame, but no longer than one year from commencement. Projects that are bigger (replacing rotted wood, repainting a house) may be allowed more time BUT the resident may be required to produce a signed contract with a reasonable start date, preferably within four months.

- Estimated completion date must be submitted to the ARC along with modification request and all completion dates must be within the length of time of the approval letter. If additional time is requested, the BOD must be notified within the approval letter timeframe and is subject to denial. If additional time is denied, the property must be returned to its original state at the homeowners' expense.
- Non owner-occupied leases must be for a minimum and maximum of one year. Leases where the owner resides in the home must be for a minimum of one year and maximum of two years.
- When dealing with violations caused by tenants, the homeowner will be contacted and be responsible for any consequences of the violation, including fines. Also, we have the "Three Strike Rule" which went into effect January 1, 2024, and applies to all rentals:
  - **THREE STRIKE RULE:** Homeowner(s) AND tenant(s) acknowledge that three violations of Martins Farm covenants within a 12 month period will serve as grounds for non-renewal of lease, OR the tenant leaving the property within 12 months of the third strike, whichever is shorter. Violations shall exclude items that are the responsibility of the homeowner as agreed upon in their approved lease. More leasing information may be found under "forms and documents".

Last updated 01/13/2025.