

**PIONEER HEIGHTS SECTION II
PROPERTY OWNER'S
ASSOCIATION HANDBOOK**

1. Purpose of this handbook

The Pioneer Heights Section II Property Owner's Association Handbook supplements the original Deed of Dedication, 7 July 1993, and companion By-laws, which are the sole source documents for this handbook. It provides definitions of terms, defines roles, responsibilities of both the Members of the Association and its Board of Directors, clarifies several issues relating to maintenance and upkeep of lots in this subdivision, and establishes timelines for assessment payments and penalties for violations.

2. Definitions

ANTENNAS: This includes antennas used for the reception of television signals, satellite dish antennas, or other electronic signal receivers.

ARCHITECTURALLY COMPATIBLE: Any addition to an existing structure, or any storage shed added on a lot shall have the exterior materials, style, finish, and color that matches as closely as possible, those same features as they exist on the primary dwelling of the property.

BOATS: This includes vessels normally intended for use on a waterway, pond, lake, and/or river, regardless of the type of propulsion it uses, if any.

CAMPERS: This includes vehicles motorized or towed behind another vehicle, which is primarily used for camping away from home. Also see Recreational Vehicles.

COMMERCIAL SIGNS: Signs that announce the existence of a business profession or other business activity by name, location or direction to the business location. Real Estate signs that are placed on a lot or yard for the specific purpose of advertising the property for sale are not included in this category. Temporary signs such as "Garage Sale" signs and other short-term information signs or political election signs are not included in this category.

DEBRIS: This includes yard trimmings from lawns, shrubs, and storm damaged trees and shrubs, construction waste; and all items which are placed in a yard without specific purpose and which would otherwise be considered as trash.

DETACHED BUILDING: Buildings that are constructed or placed in such a location that there is no structural connection between the building and the resident building on the lot. Storage Sheds are considered to be detached buildings.

DRIVEWAYS: This includes any portion of the lot which is used primarily for automobiles to park and/or traverse from the road servicing their property to the garage designed to house their automobile(s).

FENCES: Any vertical form of partition along a line or around a portion of a lot that has been erected for the purpose of delineating a yard or enclosing a space with the intent of preventing uncontrolled entrance to or exit from the space.

GARAGE: A structure designed primarily to house a motor vehicle as evidenced by a door or doors large enough to allow entry and exit of a motor vehicle, and an interior space sufficient to completely enclose and protect a motor vehicle.

INTERSECTION OF STREET LINES: Street lines are those lines which are aligned with the edge of the paved portion of the road and at intersections, are drawn as extensions of the straight portion of the road nearest the intersection. If the intersection includes a curved portion of road, than the street line is a tangent to the road edge at the intersection.

NOXIOUS: This describes behavior that is offensive, hateful, disagreeable and sometimes referred to as obnoxious. It is disturbing and/or disruptive to those property owners nearby or those otherwise exposed to the behavior.

NUISANCE: This describes a person or things that troubles, offends, is disagreeable and/or is a source of annoyance to other property owners.

QUORUM: The number of members needed, in person or by proxy, to approve actions such as increases sin assessments, levying of special assessments or any other action having Association-wide applicability.

RECREATIONAL VEHICLES: This includes all types of vehicles which are used for various recreational purposes and are often referred to by various terms - including but not limited to: campers, tent campers, travel trailers, tenting trailers, fifth wheelers, motor homes, motor coaches, conversion vans, boats of all types - with or without transportation trailers, all terrain vehicles, specialty crafts such as sailplanes, gliders, lighter than aircraft, hot air balloons and similar special use vehicles or mechanical apparatus.

TENTS: This includes any material and/or structure which is erected for the purpose of sheltering those who are inside or under its canopy, whether it be for recreational or ceremonial use.

TRAILERS: This includes all types of trailers designed to be towed behind a motor vehicle for various purposes, but primarily for the purpose of containing and transporting material goods. The trailer may have a number of axles and wheels and may or may not be covered otherwise enclosed. This includes commercial trailers usually connected to large trucks or tractor/trailers. This does not include those trailers defined under the term of Recreational Vehicles.

TRUCKS: This includes all types of trucks that are larger than a 3/4 ton pickup truck. They may or may not be commercial in nature or use, but are obviously not considered to be a regular family automobile.

3. Membership, Membership meetings, and voting rights

Who is a member?

A Member is any individual or entity that is an owner of record of a fee or undivided fee interest in any lot in this subdivision subject to assessments, including contract sellers. Membership pertains to ownership of any lot subject to assessment. This is the sole qualification for Association membership. There is one membership per lot.

Membership meetings

All Membership meetings (to include the annual meeting) will be held at dates/times fixed by the BOD. Notice of these meetings (to include time and place) will be given not less than ten (10) days in advance of the meeting. Also, at the request of 5% of the members (6 persons) the President or a majority of the Directors can call for a meeting.

The President presides over all Membership meetings. In the President's absence, the Vice President presides. If neither is present, the Members present will elect a Chairman for the meeting.

The Secretary acts as secretary of all meetings; if the Secretary is not available, a Secretary shall be appointed for the meeting.

Voting rights

Regardless of the number of members holding an interest in a given lot, Each Member of the Association has a single vote for each lot owned. If more than one person holds an interest in a given lot, all such persons can be members; however, this does not increase the number of votes cast per lot.

Members may also vote by proxy; that is, they can communicate their desires to a Member who will vote on their behalf. So as not to create conflict and a valid record of that proxy vote can be kept, is recommended that proxy votes be made in writing, either electronically or on paper.

What constitutes a quorum?

There are three distinct situations where votes will be made and recorded; for each, the number is different. A quorum will consist of a given percentage of each situation.

First: There are 116 properties of record in Pioneer Heights Section II (not all will be occupied at any given time). So:

- a. For increase of assessments or levying of special assessments: A quorum consists of 20% of all members present and/or proxies. So, any meeting called for these purposes must have a total of 23 eligible members available (present or proxy) to vote.
- b. For all other meetings involving the Membership: A quorum consists of 10% of all members present and/or proxies. Any meeting called for reasons other than what's specified in a) above must have a total of 12 members available (present or proxy) to vote.
- c. For actions taken by the BOD: A quorum is a simple majority of Directors serving at the time of a given meeting.

In all cases, no action may be taken without a quorum. If a quorum is not present at any meeting, the meeting will be adjourned.

4 Board of Directors (BOD)

The BOD's purpose is to manage the affairs of the Association. They can be members of the Association, or any other individual or group who owns a lot in this subdivision. The BOA must consist of not less than three (3) but no more than nine (9) directors. Directors will hold office until removal, resignation, or election at the next annual meeting. At any meeting, the members of the Association present may vote to remove any Director and fill the vacancy. The remaining Directors may also fill any vacancy occurring among the Directors unless the members in a given meeting fill it sooner.

Meetings and Notices of BOD meetings

BOD meetings are held at times fixed by board resolution, call of the President or Secretary, or upon the call of a majority of the board. If the meeting time/place isn't fixed by resolution, each Director receives

notice within 48 hours of the meeting date/time. If all Directors waive notice, they can be called at any time.

5. Assessments

Purpose of Assessments

The assessments levied by the Association will be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of all common areas and enforcement of the obligations of this Deed including the restrictions and covenants. Each homeowner, by virtue of owning property in the subdivision, agrees to pay the annual assessment and other fees agreed upon by the membership when they are due. All such assessments are a continuing lien on the property; together with such interest, costs and reasonable attorney's fee for collection (if necessary), is the personal obligation of the Owner of such property at the time when the assessment fee was due.

In addition to the annual assessment above, there may also be special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon or within the subdivision. When these are levied, they will apply only to that given year.

For any meeting pertaining to changes in the annual assessment, the BOD must provide written notice to all members not less than 30 days nor more than 60 days in advance of the date of the meeting.

How assessments are increased

At a special meeting called specifically for this purpose, one-half (1/2) of the membership voting in person or by proxy can vote to change the amount of the assessment.

How special assessments are levied

At a special meeting called specifically for this purpose, two-thirds (2/3) of the membership voting in person or by proxy can vote to approve a special assessment.

Payment of Assessments

Assessment payment notices will be mailed to each homeowner by the management company, and are due 30 days after receipt of the notice. Non-payment after 30 days will result in receipt of an advisory from the management company; subsequent notices of non-payment will be sent in 30-day intervals, up to 90 days past the original due date. The final letter will advise the homeowner of the Board's intent to file a lien as a result of non-payment.

Members have the option of setting up a payment schedule with the management company; in the event such a thing happens, the management company will advise the Board of the payment plan and the Member will be considered in good standing with the Association so long as payments are current.

6. Rules and Regulations (ref: Article VI, Use Restriction and Covenants)

The following guidelines concern maintenance and upkeep of lots and all exterior structures and additions. These are not all-inclusive; refer to the original Deed of Dedication, pages 10-14 for basic restrictions. Where noted, we have only listed clarifications to certain sections.

BUILDING TYPES

In addition to the restrictions outlined in Paragraph 2, the following clarifies restrictions on detached buildings:

1. Siding material shall be comparable to that on the existing dwelling, i.e. same color and type. Roof shingles shall also be consistent with those used on the dwelling.
2. Maximum allowable square footage is 150 square feet.
3. Maximum allowable roof peak height is 14 feet.
4. Maximum door width shall not exceed 6 feet.
5. Only storage sheds approved by the Architectural Review Committee may be erected or installed on any lot.

TEMPORARY STRUCTURES

DESTRUCTION, DAMAGE OR DETIORATION OF DWELLING AND TEMPORARY STRUCTURES:

In addition to the restrictions outlined in Paragraph 5, the following clarifies the use of temporary structures:

In the event a dwelling is destroyed (declared uninhabitable by County Officials), or has been identified by the Board of Directors of the Property Owners Association as damaged or materially deteriorated, the Owner of the dwelling, within sixty (60) days from said notification, shall 1) initiate actions to start the process to replace the destroyed dwelling, repair the damage or correct the deterioration, whichever condition is applicable, and 2) provide the Association Board of Directors with a written "Action Plan" for the restoration of the property with estimated dates for completion. If the structure has been destroyed, no structure other than a dwelling house of at least the same dimensions and architecture as the unit destroyed shall be constructed in the place of the original dwelling.

FENCES

In addition to the restrictions outlined in Paragraph 6, the following clarifies restrictions on fences:

Only fences approved by the Architectural Review Committee or Board of Directors may be erected or installed on any lot. No fence shall be located in the front of the house. The rear fences shall be erected so as not to protrude forward of the front corners of the primary dwelling. Fencing on corner lots will be approved on a case-by-case basis as corner lots and structure placement usually have unique characteristics. Fencing may not exceed seventy-two inches in height and the material and design shall be wooden board or rail, maintenance free-type fencing, or ornamental metal. The "finished side" of the fence shall be on the outside face of the area being enclosed by the approved fence. Chain link fencing of any kind is prohibited. Farm-type heavy wire fencing may be applied only to the inside of an approved fence, and only for the purpose of restricting small animals to or from the enclosed yard, and only when approved by the Architectural Review Committee. All fences shall be kept and maintained in good repair including painting and staining, if required.

SWIMMING POOLS, SPAS AND HOT TUBS

This restriction shall not apply to any structure or container that can hold water with a depth not exceeding 24 inches. In-ground swimming pools, spas and hot tubs must conform to and comply with

published Frederick County Regulations and, in the case of pools, may only be placed inside an approved fenced back yard. No above ground swimming pools of any type shall be constructed or maintained on any lot.

CLOTHES LINES AND SATELLITE DISHES

In addition to the restrictions outlined in Paragraph 7, the following clarifies restrictions on satellite dishes and antennas:

Satellite dishes equal to or less than 22 inches in diameter may be used for the reception of TV signals so long as they are placed in a location on the lot or the on the house which best keeps the dish out of sight for the street servicing the property. If a dish must be located on the side of a house facing the street, every attempt should be made to screen the dish from view with shrubbery or other landscaping. Only one other antenna of any type may be installed on a lot and it must also be screened from street view to the maximum extent possible.

GARBAGE AND REFUSE DISPOSAL

In addition to the restrictions outlined in Paragraph 8, the following clarifies restrictions on garbage and refuse disposal:

Trash, garbage or other waste shall be kept in sanitary containers with securing lids, bagged or bound. Container capacity shall not exceed the size of standard waste disposal company-provided containers. All equipment for storage or disposal of garbage or refuse shall be stored to the rear of the dwelling, or so as not to be visible from the street. No refuse containers shall be placed or stored in front of the dwelling no sooner than the evening prior to the date of trash pick-up. Clean-up of scattered debris/litter is the responsibility of the property owner.

ANIMALS

In addition to the restrictions outlined in Paragraph 9, the following clarifies restrictions on animals:

No barn, pen or kennel, run or stable shall be erected, used or maintained on any lot. All pet owners must abide by Frederick County pet ordinances as pertains to pets creating a nuisance, unreasonable disturbance or noise. No pets that generate noise shall be tied or left unattended. No dogs or cats shall be permitted to run at large or without restraint in the Subdivision. Pet owners are responsible for cleaning up droppings.

OFF-STREET PARKING

In addition to the restrictions outlined in Paragraph 10, the following clarifies restrictions on parking:

Property owners, tenants, guests and visitors shall park vehicles in garage or driveways when that space is available. Additional parking shall be confined to roadside only. Parking on front, rear and side lawns are prohibited at all times.

TRUCKS, TRAILERS, AND RECREATIONAL VEHICLES

In addition to the restrictions outlined in Paragraph 11, the following clarifies restrictions on trucks, trailers, and other motor vehicles:

All trailers, if stored on the lot, must be kept inside a garage. No lot shall be used for the parking of trucks or trailers used for commercial purposes, except for short, temporary purposes during the day. Recreational Vehicles (RV) may be parked temporarily on a lot (not on the street) i.e. in driveways, for limited times only while preparing for or returning from a trip with the RV. Owners are encouraged to voluntarily limit the time of parking to a minimum, and in no case for longer than a four (4) day period.

PORTABLE STORAGE UNITS AND CONSTRUCTION REFUSE CONTAINERS

Portable storage units may be utilized for the purpose of moving in or out of a dwelling. Additionally, construction refuse containers may be placed on a lot for the purpose of collection of construction materials and materials removed from an existing structure. The units may be parked temporarily only in dwelling driveway for a limited amount of time. This time period may not exceed thirty (30) days unless approved by the Board of Directors.

SIGHT DISTANCES AT INTERSECTIONS

There shall be no planting, structure, fences, shrubbery, or other obstruction to vision planted or maintained on any corner Lot which rises more than three feet above ground level within ten feet of the intersection of any two street lines.

NIUSANCES

No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which is a public or private nuisance. Each occupied lot shall be kept mown, and free from debris at all times, and shall be kept cleared in accordance with state laws and local ordinances.

NOTICES OF NON-COMPLIANCE AND ADDITIONAL ACTIONS

The management company performs walk-throughs of the community and advises the Board of Directors of actions or activity that violates the Association covenants and restrictions. On behalf of the Board, the management company will prepare and deliver an advisory of non-compliance to the homeowner. Continued non-compliance may result in levying of fines for repeat violations.

Schedule of notices follows:

First notice: as soon as possible after discovery of discrepancy

Second notice: 30 days after delivery of initial notice

Second and subsequent notices: A fine of \$25 dollars will be levied in 30-day increments until corrective action is taken and completed.