



Homeowner Handbook of Rules & Standards

Updated August 10, 2025

most current edition can always be found at <https://fsatfarmington.connectresident.com>

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Four Seasons at Farmington is a 55+ community with a unique array of amenities and popular single-family home models. Built between 2004 and 2009, it has been a desirable and sought-after community as evidenced by real estate activity and sales data. The aesthetics and peacefulness of the properties and surrounding grounds are key factors in making this an excellent place to live.

Another very important factor is the willingness of the numerous members of our community who volunteer their time and talents to keep the community running smoothly and help maintain the common elements.

The 2023 Rules and Standards Handbook is a “living” document that has evolved over time. This, the sixth edition, incorporates learning from previous community surveys, new technology, services and fresh ideas from both longtime and newer residents to our community.

Please refer to the Four Seasons Resident Portal for the most up-to-date revision

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RULES AND STANDARDS INTRODUCTION

Rules and Standards (R&S) are vital and necessary to a well-run community, allowing people from different backgrounds to live together in a peaceful and pleasant neighborhood. These Rules and Standards were adopted by the Board of Directors (Board) for the intention of preserving property values, maintaining the appearance of the community, and ensuring the safety of the Unit Owners. The Rules and Standards have been thoughtfully revised and we believe they are worthy of everyone's respect and compliance. It is each Unit Owner's responsibility to not only comply with applicable Federal, State and Township codes but to also understand and follow the R&S. Owners are requested to inform their guests of the portions of the Rules and Standards related to their visit and the use of any amenities.

The operation of the Association and the Unit Owners, are subject to provisions contained in three key Governing Documents:

1. The "Declaration for Four Seasons at Farmington, A Condominium" (also known as the COA)
2. The "Bylaws of Four Seasons at Farmington Condominium Association"
3. The "Homeowner Handbook of Rules and Standards" (R&S)

The Declaration is a legal document that regulates the ownership, use and occupancy of Units and the Common Elements. The Declaration takes priority over the By-Laws and R&S and the provisions within and cannot be easily changed. Bylaws contain compliance procedures, fines and penalty provisions allowing for the informal resolution of violation matters and provide detailed procedures for "due process" hearings for the resolution of contested matters.

The Board has the final authority to revise any existing part of the R&S and to establish new ones. If so, the R&S Handbook will be updated and Unit Owners notified with both an email blast about specific changes and a link to the on-line handbook.

Unit owners are asked to follow all Rules and Standards to maintain property values, the aesthetics of the community and the enjoyment and well-being of all.

Enforcement of Rules and Standards: See Reporting Violations and Process

UNIT RULES

To preserve community aesthetics and property values, Unit Owners are responsible for maintaining the outside appearance of their Units, including decks, patios, front and rear planting beds in a clean, neat and attractive condition.

1. Unit Use - No Unit may be used for any purpose other than as a private single-family detached residence. A Unit may be used as a home office secondary to the primary use of the Unit for a home as a residential dwelling if permitted by Lower Macungie Township and as long as it has no employees, customers, or clients at the property. In addition, no Unit Owner shall permit his Unit to be used for any illegal or prohibited purpose or unreasonably impair/damage the value of the property.
2. Activity - No noxious or offensive activity or noise shall be carried on or allowed in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to other Unit Owners.
3. Sanitation - Common elements and Units shall be kept free and clear of debris. Personal property shall not be placed, stored and/or used on the Common elements.
4. Common Elements - Each Unit Owner and permitted occupant(s) may use the Common Elements (shared spaces around your home that are owned collectively by all owners in the community), in accordance with the purpose for which they are intended. Should a Unit Owner accidentally or willfully damage any common element of the community, they should report it to the Community Manager or a Board Member immediately. The Unit Owner will be responsible for any and all cost of repair. Should a Unit Owner not report the incident, an additional penalty fee of \$100.00 will be imposed.
5. Holiday Decorations may be displayed with the following guidelines
 - a. Seasonal window and door wreaths, bows, decorative seasonal lights or other displays on windows, doors and shrubs adjacent to the Unit Owner's Unit are permitted.
 - b. Decorations are prohibited on roofs.
 - c. Seasonal decorations are allowed on lawns, however if you put them out before the final fall cleanup has been completed by the landscaping contractor, you are responsible for doing your own final cleanup. Spotlights are allowed in the lawn, but moving decorations, inflatable decorations, and outdoor music are prohibited.
 - d. Decorations for all holidays may be displayed but must be removed within twenty-one days after the holiday is over.
6. Allowed Outdoor Decorative Items - Front of House
 - a. Appropriately sized decorative flower pots filled with seasonal flowers
 - b. A lighted house number, security sign, solar or low voltage walkway lights

- c. American Flag, POW and military flags installed on a pole flown in accordance with applicable laws and etiquette. Flags may be flown only at the front of the Unit, on a pole attached to a bracket at a 45-degree angle located on the garage or porch post. Flags or banners are not permitted in windows or on doors.
- d. No more than 6 decorative counted items - placed across the walk, stairs, front entry, mulch planting beds and garage area. Decorative items include, but are not limited to:
 - decorative door wreath - artificial flowers permitted
 - shepherd's hooks (2 maximum) with pots
 - small statues
 - small garden flags
 - small bird bath

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- small bench
- bistro set (small table and two chairs)
- small welcome signs

7. Pets

- a. No animals, livestock, or poultry of any kind may be raised, bred or kept within or outside the Unit. Cats (not more than 3) and not more than two (2) dogs can be housed within the Unit. All pets should be registered with the Association. Pet Forms are available from either the Community Manager or the Association's website at:
<https://FSatFarmington.connectresident.com>.
- b. Dogs and cats must be kept on a leash when outside and be under full control at all times. No pets may be left outside any Unit unattended at any time and cannot be tied to any Common Elements. No outside shelter, pens or runs are permitted.
- c. Pets are not permitted in Unit planting beds anywhere in the community and should be allowed no further than the common tree line of any unit.
- d. Excessive barking or behavior shall be controlled by the Unit Owner.
- e. The Unit Owner is responsible for immediately removing all feces which should be disposed of in the Unit Owner's own trash.
- f. The Unit Owner keeping any pet shall be responsible for any loss or liability of any kind whatsoever arising out of the maintenance of such pet.

ARCHITECTURAL ITEMS REQUIRING PERMITS:	ARCHITECTURAL ITEMS NOT REQUIRING A PERMIT:
<ul style="list-style-type: none"> • Retractable awnings 	<ul style="list-style-type: none"> • Driveway crack repair and black coat sealing
<ul style="list-style-type: none"> • Deck or patio additions and changes 	<ul style="list-style-type: none"> • Replacement of outside light fixtures, similar to others
<ul style="list-style-type: none"> • Driveway work other than crack repair and black seal coating 	<ul style="list-style-type: none"> • Walkway path indicator lights
<ul style="list-style-type: none"> • Railings and handrails 	<ul style="list-style-type: none"> • Solar illuminators for house numbers
<ul style="list-style-type: none"> • Generators 	<ul style="list-style-type: none"> • Emergency light flashers
<ul style="list-style-type: none"> • Door replacement - front, rear, storm, garage 	<ul style="list-style-type: none"> • Repainting front door, shutters or stucco the same color
<ul style="list-style-type: none"> • Window replacement, additions, skylights and sun tunnels 	<ul style="list-style-type: none"> • Spotlights and rear flood lights directed to your immediate area
<ul style="list-style-type: none"> • Front door, shutter or stucco color change 	<ul style="list-style-type: none"> • Satellite dishes (Notification to Community Manager)
<ul style="list-style-type: none"> • Painting foundations 	
<ul style="list-style-type: none"> • Concrete painting of front entry, stairs, walkway or rear patio 	
<ul style="list-style-type: none"> • Concrete repair of front entry, stairs, and walkway 	
<ul style="list-style-type: none"> • Replacement/repair of roof, siding or gutters 	
LANDSCAPING ITEMS REQUIRING PERMITS:	LANDSCAPING ITEMS NOT REQUIRING A PERMIT:
<ul style="list-style-type: none"> • Installing borders around planting beds 	<ul style="list-style-type: none"> • Trellises
<ul style="list-style-type: none"> • Fire pits must comply with fire code and manufacturer specifications 	<ul style="list-style-type: none"> • Delaware River stone (2-5" in small amounts) added to mulch beds for drainage or decoration.
<ul style="list-style-type: none"> • Mowing strips/buffers 	<ul style="list-style-type: none"> • Annuals and Perennial installation in planting beds
<ul style="list-style-type: none"> • Planting beds - changing size or shape 	<ul style="list-style-type: none"> • Replacing shrubs with similar type and size shrubs
<ul style="list-style-type: none"> • Tree removal or replacement within plot plan 	

• Complete/significant changes to the planting beds	
• Red stone replacement for wood mulch or vice versa	
PROHIBITED ITEMS (From original Declaration):	PROHIBITED ITEMS: (additional items established by Community after the original declaration)
• Fence, partition, wall, divider, pergola, permanent patio roof, shed or similar structure exterior to home	• Wood burning fire pit and all others that don't comply with Fire code
• Solar Panels, Solar Collectors	• Vegetable gardens
• Any modification which compromises the drainage system	• Flower pots, benches or other items placed on grassy areas
• Window Signs - except for sale or open house	• Fruit, nut bearing, or insect/disease prone trees – Community Manager has a list
• Window air conditioners	• Mulch planting beds on the sides of Units
• Clotheslines	• Window Boxes
• Hot tubs	• Artificial flowers and plants (except door wreaths)

As of August 10, 2025

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ARCHITECTURAL AND LANDSCAPING RULES

ARCHITECTURAL CHANGES

The ALC has been given the authority by the Board to review all Architecture and Landscaping applications and to approve those applications meeting the applicable Rules. In some instances, the Board will need to make the final determination.

To obtain approval for an Architectural or Landscape change, you must submit to the Community Manager a completed Architectural and Landscape Request Form and a Four Seasons at Farmington Indemnity Agreement. If due to a disability you need a Unit Rule Exception for a reasonable accommodation, please submit your written request. Both documents may be obtained from the Community Manager or the Association's website at: <https://FSatFarmington.connectresident.com>. In addition, you should include copies of brochures, pictures, and sketches illustrating your changes and materials and colors to be used. We will need your plot plan (available at the Lower Macungie Township office) with a sketch outlining the location of the change. If more information is needed, you will be contacted by the ALC.

The ALC will examine all requests and complete the approval process. If needed, permits can be issued. Permits expire after 6 months. If more time is needed because of contractor or material availability contact the Community Manager.

If a request involves digging/excavation, it is required that you or your contractor contact Pennsylvania One Call (8-1-1) to mark underground pipes and cables at least three working days before the project starts.

If there are sprinkler heads or lines in the digging area, please let the Community Manager know and if changes are needed it will be at the Unit Owners expense.

When the project is complete, you must return the 6-month permit or be in violation of the rules. The completed work will be inspected by the ALC.

Rules and ordinances have changed over the years, therefore things that may have been allowed in the past may not currently apply.

1. AWNINGS (RETRACTABLE)

- a. A retractable awning may be installed over patios and decks. Solid colors, stripes or patterns are permitted provided the colors are neutral or blend in/complement the Unit's siding, front door, or trim. Because of high winds, it is advisable to retract your awning when not in use.

2. DECK OR PATIO ADDITIONS/CHANGES/EXPANSIONS (PAVERS, RAILINGS, STAMPED CONCRETE)

- a. The Request Form must describe the deck or patio's size, location and type of construction. It must include a plot plan to scale showing the deck/patio's dimensions, where it is to be situated with respect to the Unit and the condo boundary lines, and any other relevant information such as sitting walls, railings, plantings.
- b. Decks or patios and any new plantings associated with the deck/patio construction must be located at the back of the Unit and be within the designated condo boundary lines shown on the Unit's plot plan. Decks/patios/stairs and any new plantings cannot extend beyond the side walls of the Unit, excluding bump-outs (such as kitchen bay windows).

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- c. Decks must be constructed with professional decking materials. In addition to concrete, patios may be constructed with stamped concrete or pavers in a neutral color.
- d. Pavers may be used to cover an original concrete patio or to enlarge it. As stated above, any enlargement must be within the designated condo boundary lines and cannot extend beyond the side walls of the Unit, excluding bump-outs (such as kitchen bay windows). Patios constructed with pavers and concrete require a Township permit.
- e. Railings around the deck/patio may be white, a neutral color or match the color of the decking. The railing must be either 36 or 42 inches in height with straight top/rails and similar in design to others in the community with the posts securely affixed into the deck floor/stairs or into the patio surface. The railing must have an opening or gate for the purpose of entering/exiting the enclosed outdoor area.
- f. After the ALC request is submitted and approved for compliance to community rules, the Unit Owner is responsible for obtaining any Township permits that are required. Once the homeowner has the Township permit, we will then issue the community permit and work can proceed.
- g. The addition of a deck or expansion of an existing deck must include the installation of a weed barrier on the ground below the deck. The barrier shall be a plastic sheet or some equivalent material to prevent the future growth of weeds indefinitely. After the barrier is installed, except for decks on Units with walk-out basements, the space between the bottom perimeter of the deck and the ground surface must be enclosed with a weather resistant lattice product in a color that closely matches the deck color.
- h. All excavation, grading and plantings associated with the construction must be contained

within the condo boundary lines and cannot extend beyond the side walls of the Unit, excluding the bump-outs (such as kitchen bay windows). Any change to the existing grading must be contained within the condo boundary lines.

- i. The pitch and grade of the deck or patio and the area surrounding the deck/patio must be properly constructed so as not to adversely divert storm water run-off. The functionality of all drainage systems including down spout run-off and swales (drainage paths) between Units shall not be compromised.
- j. The Unit Owner is responsible for contacting the Community Manager to arrange for the community's irrigation contractor to advise if the project will impact the underground irrigation system's sprinkler heads or water lines. The contractor will then determine if the changes should be made before, during, or after excavation or project completion. Any changes or repairs will be at the Unit Owner's expense. Note that the irrigation system contractor is only available from about mid-May to early October.
- k. During the construction phase of the deck/patio, all building materials must be stored in a safe and neat fashion so as not to create any hazard to people or property. After the work is completed, any excess building materials and all debris must be removed immediately from the property. If the contractor is responsible for the cleanup but fails to do so, the Unit Owner will be held accountable. If the cleanup is not satisfactory, the Board reserves the right to take whatever action it deems necessary to accomplish the work and bill the Unit Owner accordingly.
- l. The Unit Owner is responsible for repairing any damage to the common elements or neighboring property. Such damage includes any changes to grading which may adversely impact the Unit's foundation or alter the drainage around neighboring Units, their property or nearby common elements. Any shrubbery or lawn area that has been disturbed by the

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work shall be restored to its original condition. If the repair of damage is not satisfactory, the Board reserves the right to take whatever action it deems necessary to accomplish the work and bill the Unit Owner accordingly.

3. DRIVEWAY REPLACEMENT/REPAIR

- a. Driveways may be replaced with the same or similar type of asphalt as the existing surface. The drainage swale at the foot of the driveway must be maintained in its original form and profile. A permit is not required for ordinary crack repair or black seal coating; all other driveway work requires a permit.

4. FRONT RAILINGS AND HANDRAILS

- a. Railings in black or white may be installed along a Unit's front porch. The railing must be 34-38 inches in height, similar in design to others in the community, with the posts securely affixed into the surface.
- b. Handrails in white, black or neutral color may be installed on the wall by the front door or affixed into the steps.

5. GENERATORS (STATIONARY)

- a. A stationary generator (natural gas) may be installed as close as possible to the unit on the side or back.

6. HOUSE DOORS, GARAGE DOORS AND STORM DOORS

- a. House Door – The front replacement door must be in the same or similar style as the existing door and must match the color of the window shutters. A specialty glass in the front door and sidelights is permitted. The rear replacement door must be white in the same or similar style as original. Also permitted is a solid steel door with a small window.
- b. Garage Door(s) – The replacement door(s) must be the same size, similar style and color, and similar visible hardware as the original. Any glass panel design should be similar to other garage doors in the community. Two single garage doors may be changed to one double door in the same or similar style and color as the existing door. Unit Owner is responsible for obtaining the required Township permit before any construction begins.
- c. Storm Door – Storm doors may be installed over front and rear doors of the Unit. Front storm door frames should match the front door color. If the door color is not available, white can be used. Rear storm door frames must be white. The storm door must have full-view clear or lightly tinted glass. Also allowed are storm doors with a retractable screen.

7. HOUSE WINDOWS AND SKYLIGHTS

- a. Window Addition – A new window may be installed in areas of the Unit such as the garage. The window must be sized appropriately for the particular model Unit and must have the same grid pattern, frame style and color as other windows in the Unit
- b. Window Replacement – The replacement window(s) must be the same size, color and grid pattern as the existing windows.
- c. Window Shutters – The replacement window shutters must be in the same or similar style as the existing shutters and match the door color. If the Unit Owner wishes to change the shutter and door color, a Request Form for approval must be submitted.
- d. Skylights and Sun Tunnels are permitted to be installed on the roof of the Unit.

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8. LIGHT FIXTURES AND HOUSE ADDRESS LIGHTING

- a. Exterior Lighting on Front Porch and Garage – Outside light fixtures may be replaced and must be similar in size, style and color to the other light fixtures within the community.
- b. Spotlights/Floodlights – A spotlight or floodlight may be installed in the rear of the Unit. The light must be directed toward the immediate area (patio/deck/steps) of the Unit. It may not shine on any neighbor's property. A motion detector spotlight may be installed on the front of the Unit. Low voltage lighting in the rear of Unit will be considered on a case-by-case basis.
- c. House Address Number - A solar address illuminator may be installed to light the address number plaque on the garage and a lighted house address number sign is permitted in the front mulch bed, both must be similar to others in the community.
- d. Walkway Indicator Lights – Path indicator lights, such as solar or low voltage lights are allowed to be installed only along the front concrete walkway and not along the outer perimeter of the mulch bed where they may be damaged by lawn care equipment. The lights should be of a neutral color.

9. PAINTING AND REPAINTING

- a. Doors, shutters and trim on Units may be repainted in an approved color that is different

than the existing color. The Community Manager has a list of the approved colors. All original colors are still approved. A Request Form must be submitted. If repainting in the existing color, no approval is needed.

- b. Foundations of Units may be painted with a good quality exterior waterproof paint for concrete and the color should match the color of the Unit's siding as closely as possible.
- c. Front entryway area (including porch, porch foundation, walkway and steps) or rear patio concrete may be painted with a good quality exterior waterproof concrete paint in neutral tones.
- d. House address plaque polished brass numbers may be painted or changed to black - same size and font to improve visibility.
- e. Units having stucco fronts may be repainted. A Request Form must be submitted to change the color. If repainting the existing color, no approval is needed.

10. ROOF SHINGLES, VINYL SIDING, GUTTERS AND OTHER STRUCTURAL REPLACEMENTS

- a. Replacement/repair roof shingles or vinyl siding must match or be a close neutral choice similar to others in the community.
- b. Samples of roof shingles or vinyl siding must be provided to the Community Manager together with the Request Form.
- c. Replacement/repair of gutters and other structural items should be similar in style and color to the existing gutters and structural items. Gutter Guards and Gutter Cables are permitted.

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LANDSCAPING CHANGES

The landscape modifications, additions or replacements described below require a Request Form be submitted to the Community Manager, except where noted.

1. BORDER AROUND MULCH PLANTING BEDS – STONE OR BRICK

- a. A border may be installed around a Unit's front and rear planting beds.
- b. The border must be made of flat stones, slate, bricks or pavers of a neutral earthen color that matches or complements the Unit's colors.
- c. The height of the stone border must not extend more than two and a half inches above the height of the mulch planting bed. If installed on a sloped area, the border design around the planting bed should follow the topography contour but may not exceed 16 inches in total height.

2. DELAWARE RIVER STONE ADDITION TO MULCH PLANTING BEDS

- a. Delaware River stone may be added to the mulch planting beds to improve or correct issues caused by drainage, i.e., prevent mulch from washing onto walkways, driveways and turf areas during wind and rain storms.

- b. Delaware River stone also may be added in a small areas of the mulch planting beds for decorative purposes.
- c. The size of the Delaware River stone must be between 2-5 inches and its installation must not interfere with landscaper's grass mowing and snow plowing services.

3. FIRE PIT (NON-WOOD BURNING)

- a. Lower Macungie Township has adopted ordinances that regulate recreational burning including fire pits. Unit Owners are responsible for accessing those ordinances on the Township website to ensure the fire pit they wish to install will comply with all the restrictions and regulations in those ordinances. **No wood burning fire pits of any kind are permitted.**
- b. The Request Form must include the following: a) a plot plan to scale showing the patio's dimensions, b) where the fire pit is to be situated with respect to the Unit and the condo boundary lines, c) the size, model and fuel source, and d) a statement that the fire pit complies with all of the Township restrictions and regulations for recreational burning (e.g., the fire pit is an approved container, its location will be 15 feet from a structure, it will be used in accordance with the manufacturer's specifications).

4. MOWING STRIPS/BUFFERS OF DELAWARE RIVER STONE - INSTALLATION

- a. A mowing strip or buffer may be installed around the sides and back of the Unit to prevent damage from landscaping equipment.
- b. The mowing strip should be at least 18 inches beyond the side wall of the house (excluding bump outs such as bay windows). The width of the mowing strip may be increased as needed near splash blocks at downspouts and around air conditioning units, generators, window wells and sump pump drains.
- c. The size of the Delaware River stone must be between 2-5 inches.
- d. A professional grade weed barrier must be installed under the river stone and the mowing strip must have a defined edge. The edge may be professional grade black vinyl properly secured with in-ground stakes or fasteners every 3-4 feet, professional grade aluminum properly secured with

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- e. in-ground stakes or fasteners every 3-4 feet; brick/stone in a neutral earthen color no higher than 2 inches above the ground; an earthen edge (deep spading), or a 3-inch deep edging well.
- f. The installed river stone mowing strip must not compromise the functionality of the community's drainage and irrigation systems.

5. MULCH PLANTING BEDS AT REAR OF UNITS - ADDING/EXPANDING

- a. Mulch planting beds may be installed in the rear of a Unit but may not extend beyond the house lines on the side of the Unit or the Unit's condo boundary line.
- b. The Request Form must include a description of the requested mulch planting bed addition with a "to scale" plot plan and a sketch/diagram done by the Unit Owner or professional landscaper showing the house lines, condo boundaries, and the placement, type, height and width of all plantings at maturity.
- c. It is recommended that the mature growth size of selected plantings be considered because the Unit Owner will be responsible for their maintenance. All plantings need to be kept within the Unit's condo boundary line and may not extend beyond the side of the Unit.

- d. The Unit Owner is responsible for properly maintaining all the plantings, including trees/shrubs in their rear mulch beds including pruning, spraying, fertilizing, weeding and removing all dead vegetation at the end of the growing season.

6. SHRUBS AND TREES IN FRONT MULCH PLANTING BEDS - ADDING OR CHANGING

- a. Trees and shrubs may be added/changed in the front mulch plantings beds. The Request Form must include a description of the requested addition/change with a "to scale" plot plan and a sketch/diagram done by the Unit Owner or professional landscaper showing the house lines, condo boundaries and the placement, type, height and width of all plantings at maturity.

7. TREE ADDITION OR REPLACEMENT

- a. Trees may be added or replaced within the boundary of the condo box at the Unit Owner's expense. The maturity size of the tree must be appropriate for the location and the added tree should not have any negative/detrimental impact on the adjoining property (e.g., decks, patios, views) of the Unit Owner's neighbors. The Request Form must include a "to scale" plot plan and a sketch/diagram done by the Unit Owner or professional landscaper showing the house lines, condo boundaries, and the location, type, height and width at maturity of the tree to be planted or replaced.
- b. To avoid disease and insect prone trees, the tree being added or replaced must be selected from the list of approved trees maintained by the Community Manager.
- c. Any tree that is added or replaced by the Unit Owner will not be tagged or included in the Association's official tree inventory database.
- d. The Unit Owner will be solely responsible for maintaining the planted tree in a healthy condition.
- e. Trees in the common areas will be added/replaced on a case-by case basis at the discretion of the Architecture and Landscape Committee.

8. TREE REMOVAL

- a. Trees may be removed within the boundary of the condo box at the Unit Owner's expense.
- b. The Request Form must include a "to scale" plot plan and a sketch/diagram done by the Unit Owner or professional landscaper showing the house lines, condo boundaries, and the location of the tree to be removed.

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- c. The Unit Owner is responsible for removing the tree stump, filling-in and reseeding the area disturbed by the tree removal.
- d. If the tree was previously tagged, it will be removed from the Association's official tree inventory data base.
- e. Trees in the common areas will be removed on a case-by-case basis at the discretion of the Architecture and Landscape Committee.

9. TRELLIS IN FRONT OR REAR - No approval needed

- a. A trellis may be installed to mask/hide utility meters at the front of the house. The trellis may be white or painted to match the Unit's trim or siding. The size of the trellis should not exceed a maximum height of 6 feet and may be an "L" shape design 2 feet in width and 2 feet in depth.
- b. One trellis may be installed in the front and/or rear planting bed to support plants. It should be a neutral color and not exceed a height of 6 feet and a width of 3 feet, and may not cover windows.

A trellis placed in front of the middle divider between the garage doors or front walls abutting the front planting beds may not exceed a maximum height of 6 feet.

10. UTILITY BOX PLANTINGS

- a. The Association maintains the existing planting beds (mulching) and shrubs (trimming and removing sickly/dead shrubs) in front and around utility boxes installed by the builder.
- b. Due to safety concerns, utility box plantings will be added/replaced on a case-by-case basis at the discretion of the Architecture and Landscape Committee. Unit Owner may submit a Request Form for changes and approval is required from the ALC.

11. WOOD MULCH REPLACEMENT WITH RED STONES

- a. The wood mulch in the front and rear planting beds may be replaced with red stones. The Request Form must include a location of the wood mulch areas, i.e. planting bed(s) and/or tree ring(s), which are to be replaced with red stones.
- b. The color of the red stones must be as similar as possible to the existing brownish wood mulch color and should be 3/4 to 2 inch in size.
- c. The planting beds and tree ring(s) must have a defined edge and a professional grade weed barrier must be installed under the red stones.
- d. The red stones installed in the planting beds and front tree ring(s) must not compromise the functionality of the community's drainage and irrigation systems.
- e. The edge may be professional grade black vinyl properly secured with in-ground stakes or fasteners every 3-4 feet, professional grade aluminum properly secured with in-ground stakes or fasteners every 3-4 feet; brick/stone in a neutral earthen color no higher than 2 to 3 inches above the ground, an earthen edge (deep spading), a 3-inch deep well edge. The brick/stone around the tree ring should match the planting bed's border, if any.
- f. The installation and maintenance of the red stones, including any edging around the mulch planting beds and tree ring(s) is the responsibility of the Unit Owner. The Association's landscape contractor will not perform any maintenance in the areas where red stones have been installed except for weeding and trimming the shrubs/bushes in the front planting beds unless the Unit Owner notifies the Community Manager that they do not want either of those services.
- g. The Unit Owner is responsible for maintaining the quality of the plantings and trees where the red stones are installed and replacing any tree(s) or plantings that become sickly or die.

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LANDSCAPING MAINTENANCE

1. UNIT OWNER RESPONSIBILITY

Unit Owner responsibilities for maintaining the appearance of their property in a neat, clean and attractive manner:

- a. Decks, patios and mulch beds may not be used for storage of items not generally associated with their use and, remembering the aesthetics and safety of the community, kept free of excess items including non-permitted ones.
- b. The Association's landscape contractor will weed and prune plants and shrubs but not trees in planting beds in front of Units and in the common planting beds. Unit Owners will be advised by email what will be pruned at that time.

- c. Unit Owners who do not want the Association's landscape contractor to prune their plants/shrubs must notify the Community Manager **each year** if they wish to be on the “do not prune” list. It will then be the responsibility of the Unit Owner to prune all their plants and shrubs.
- d. If any damage is caused by the Association's landscape contractor, the Unit Owner must complete a Vendor Damage Form available from the Community Manager. The completed form should be submitted to the Community Manager within two weeks (if possible) of the damage incident.
- e. The functionality of all drainage systems including down spout runoff and swales (drainage paths) between Units shall not be compromised by any plantings, installations or changes to the existing landscaped areas.
- f. The functionality of the underground irrigation system shall not be compromised by any plantings, installations or changes to the existing landscaped area.
- g. The Unit Owner is responsible for properly maintaining all plantings, including annual flowers in their front and rear beds, trees/shrubs in their rear mulch beds including pruning, spraying, fertilizing, weeding and removing all dead vegetation at the end of the growing season.

FACILITY RULES

The Common Elements may not be used by any person for any business or commercial purposes, or to give lessons, coaching, or instruction to non-residents, with or without compensation.

1. CLUBHOUSE RULES

The Clubhouse is open to all residents to utilize and enjoy providing no event is scheduled or is taking place. All residents must abide by the following rules:

- a. Guests using the Clubhouse must be accompanied by a Unit Owner at all times.
- b. Guests must be 16 years of age or older to use the Fitness Room.
- c. Minors (under the age of 21) are not permitted to consume alcoholic beverages in or around the Clubhouse for any reason.
- d. There is no smoking permitted in the Clubhouse, on the deck or near the exterior doors. Smoking is permitted outside the Clubhouse by the lower traffic circle. Outdoor cigarette butt disposal containers are available.
- e. Clubhouse furniture may be moved for an event, but must be returned to the original position after the event. Do not put any food, beverages or objects on top of the pool/billiard tables unless the hard covers are in place. Do not sit on pool/billiard or card tables.

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- f. When using the kitchen, Unit Owners are responsible for leaving it clean. The kitchen trash container must be emptied into the containers located within the enclosed wall area outside the Clubhouse.
- g. Containers located within the enclosed wall area outside the Clubhouse are for Clubhouse use – not for personal use.
- h. The Clubhouse is closed to Unit Owners for all purposes when the Clubhouse power is out.
- i. The Clubhouse may be used for Resident Events involving a group of Unit Owners, however, must remain open to the entire community.
- j. Use of the Clubhouse for the following events is not allowed:
 - 1. Corporate or private product sales or promotions

2. Religious services, programs and activities
3. Private parties or banquets (e.g., birthdays, weddings, anniversaries)
4. Political meetings, fundraising for election campaign activities including the display or posting of political signs, posters or pamphlets or signing of petitions
- k. The removal of Clubhouse furnishings including chairs, tables and outdoor umbrellas for use in residences or locations outside the community is prohibited.
- l. Folding chairs that are included in the Facilities Loan Program are located downstairs in the closet under the stairs with a sign out sheet.
- m. Wet bathing suits are allowed ONLY in the downstairs area of the Clubhouse by the restrooms.
- n. Unit Owners are responsible to close umbrellas on the deck or patio when leaving.

2. COURTS RULES

- a. Tennis and Bocce courts are for use only by Unit Owners and their guests. Guests must be accompanied by a Unit Owner at all times.
- b. Glass, china, ceramic containers and smoking are prohibited. Garbage must be picked up and removed. Beverages are permitted within the fenced area in plastic or insulated metal sports containers. If a glass, china, or ceramic container is broken within the fenced area, the Unit Owner bringing the container into the court area will be assessed the cost of the clean-up.
- c. Sneakers or tennis shoes must be worn. No bare feet or other street footwear is allowed.
- d. Courts are to be used for playing tennis, pickleball, bocce ball or shuffleboard (in designated areas) ONLY. Use of the courts for activities such as rollerblading, skateboarding, hockey, baseball or bicycling is PROHIBITED.
- e. No pets are allowed on the courts.
- f. DO NOT place folding chairs on the court surface.

3. SWIMMING POOL, SPA & CHAIR LIFT RULES

For your convenience, pool and spa rules are posted poolside. Please review these rules with your guests.

- a. The pool and spa may be used for events involving a group of ten or more Unit Owners provided that the event is open and publicized to the entire community and the organizer of the event files an Event Form and receives approval from the Board.
- b. Guests using the swimming pool and spa must be accompanied by a Unit Owner at all times. Children must be supervised by a Unit Owner at all times. Any concerns over a child's behavior must be addressed to the accompanying Unit Owner and not the child.

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- c. Pool gates are to remain closed and latched at all times.
- d. Private pool parties are not allowed.
- e. Glass, china, ceramic containers and smoking are PROHIBITED. Beverages are permitted within the fenced pool area in plastic or insulated metal sports containers. If a glass, china, or ceramic container is broken within the fenced pool area, the Unit Owner bringing the container into the pool area will be assessed the cost of the clean-up.
- f. Alcoholic beverages are PROHIBITED.
- g. No eating or drinking within 8 feet of the pool edge or inside the green concrete apron.
- h. Residents are responsible for cleaning the table and surrounding area of debris including any spills or food that is dropped onto the ground during use.

- i. Children are not allowed to walk around the pool area with food or juice boxes.
- j. Trash cans are not available, what you bring in you are responsible for taking out.
- k. Smoking is allowed in designated areas only.
- l. Flotation devices, noodles, vests and inner tubes are the only approved items.
- m. Diving or jumping into any part of the pool or spa is PROHIBITED. Running or horseplay in the pool or on any part of the pool deck is NOT ALLOWED.
- n. Loud music or objectionable disturbances are NOT ALLOWED.
- o. VACATE the pool and spa immediately at the first sign of lightning or thunder and remain out of the pool until 30-minutes after the last thunder is heard.
- p. DO NOT remove pool furniture from the pool deck. Do not move pool furniture in front of the handicapped ramp.
- q. No children under the age of 16 are permitted in the spa.
- r. Children sitting or playing on the wall between the spa and pool is PROHIBITED.
- s. Children not toilet trained and incontinent adults MUST wear pool diapers.
- t. Unit Owners must comply with the "Pool Closed" sign when it is posted.
- q. The lift chair is to be USED ONLY by physically impaired individuals to access and exit the pool. Maximum weight limit is 350 lbs.
- r. Only swim suits and swim shirts are allowed in the pool - no street clothes are allowed. If you must wear shoes into the pool, they must be water shoes only.

STREETS AND GROUNDS RULES

1. DOOR TO DOOR SALES RULES

- a. Door-to-Door solicitations are prohibited within the community.
- b. Incidents of solicitation are to be reported to the management office.

2. TRASH & RECYCLING RULES

- a. All trash and recycling containers shall be stored only within the garage, except when placed out for collection.
- b. Containers may be placed at the end of the Unit Owner's driveway on the evening prior to the scheduled pickup. They should be returned inside by the evening of collection day.

3. GARAGE/YARD/ESTATE SALES & ONLINE AUCTION RULES

- a. Public Garage / Yard and Estate sales are prohibited.
- b. Pick ups from Online Auctions must take place outside of the community.

4. GATE AND GATE REMOTE RULES

- a. The bridge entrance is only for use by the Unit Owners of the community. Guests and contractors must use the Sauerkraut Road entrances, and it is the responsibility of the Unit Owner to inform them of this rule.
- b. Unit Owners are not permitted to operate the gate manually. Unit Owners damaging the gate will be assessed for repairs.
- c. Unit Owners may purchase additional remote-control devices for \$25.00 each with proof of residency and car registration.

- d. Unit Owners are responsible for the devices including replacement batteries. Lost remote devices will incur a \$25.00 replacement fee.

5. GOLF COURSE RULES

- a. Guests using the golf course must be accompanied by a Unit Owner at all times.
- b. Any damage to homes or properties from an errantly struck golf ball must be reported to the homeowner and the Community Manager immediately.
- c. All golfers must follow proper golf etiquette, including raking traps.
- d. Play should only be in the direction from tee to green, never away from the green.
- e. The recreation areas (i.e. open fields), which includes the six golf holes, may be used for typical recreation activities such as picnics, kites, frisbee, tag, et cetera; however, golfers shall be given priority and the right of way at all times, and all other activities shall yield to golfers.
- f. Tees, greens, sand traps and aprons around the greens are limited to use by the golfers. Children shall stay off of these areas except when they are engaged in golf.

6. GOLF CART RULES

- a. All golf cart operators must possess a valid driver's license, and must also be either a Unit Owner, or be accompanied by a Unit Owner.
- b. Private Unit Owner golf carts may be stored on the owners driveway during the day and must be stored overnight in the resident's garage.
- c. Golf carts shall never be driven on the tee areas, greens or sand traps.
- d. Pedestrians always have the right-of-way throughout the community.
- e. Golf carts may not carry more passengers than the cart is designed to carry.
- f. The Association's carts should never be operated outside of the community.
- g. Community parking and traffic rules are applicable to golf cart operation - other than to access the golf course, golf carts are to be primarily operated only on the golf course and must use crosswalks designated by the yellow stripes to cross community roads.

7. PARKING AND TRAFFIC RULES

- a. No unregistered or inoperable vehicles shall be parked on a Unit Owner's property, except in a garage.
- b. All traffic signs must be obeyed.
- c. Recreational or commercial vehicles shall not be stored or housed anywhere on the property, except wholly within the garage.

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- d. Unit Owner's vehicles must be parked in the garage or driveway of the Unit; however, Unit Owner's vehicles may be temporarily parked overnight in the street when necessary (unless overnight snow is forecast).
- e. Cars must not park on the grass to avoid damage to the irrigation system, and it is the responsibility of the Unit Owner to inform guests of this rule.
- f. Illegally parked vehicles in the Clubhouse parking lot are subject to towing at Owner's expense.
- g. Recreational vehicles (e.g., campers, house-trailers, boats, motor bikes, snowmobiles, "off road" vehicles, trailers for one or more recreational vehicles) or commercial vehicles (e.g., pick-up trucks, vans, trucks, tractors, trailers, oversized vehicles having commercial license plates, or

displaying any type of advertising, or used for commercial purposes) are not allowed to be parked in any driveway, the Clubhouse parking lot, or on any street in the community except when loading and unloading or actively performing work in the community. However, the Board can approve overnight parking in a predesignated area(s) for recreational and commercial vehicles in the community. Parked recreational vehicles cannot be used as living quarters.

- h. The Clubhouse parking lot is restricted to automobiles of Unit Owners, guests and visitors. Vehicles working for the Association will be allowed use of the Clubhouse parking lot.
- i. Overnight parking for cars in the Clubhouse parking lot is allowed.
- j. Except for authorized maintenance activities, no private vehicles shall be operated or driven anywhere on the Property other than upon the streets, parking areas, driveways, garages, and other areas designated by the Board for such activity.
- k. In general, vehicles parked in Unit Owner driveways should not be covered; however, if the vehicle must be covered only a fitted car cover is allowed.
- l. Parking on the street during snow events is PROHIBITED.

REPORTING VIOLATIONS

1. The Board and the Community Manager are authorized to enforce the Governing Documents of the Association (which include the Declaration, Bylaws, and these Rules & Standards). Unit Owners shall not take steps of any kind to enforce the Governing Documents, other than to submit written/email complaints to the Board or the Community Manager. The Board and the Community Manager will accept written complaints from Unit Owners regarding non-compliance of the Governing Documents.

Direct confrontation and/or enforcement by Unit Owners against other Unit Owners, residents, and guests is prohibited. Anonymous complaints will not be addressed.

2. A member of the Board, an authorized committee member (if one has been appointed), or the Community Manager will be assigned to investigate the complaint and report to the President about whether a violation has occurred and whether any additional action is required.
3. In appropriate cases, the alleged violator will be given written notice of the alleged violation and will be advised that a fine or other sanction may be imposed. The Board may, at its discretion: (a) issue a warning, (b) ask that corrective action be taken and specify the time for such action and/or (c) impose fines or other sanctions.
4. Unit Owners will be given an opportunity to respond before a fine or other sanction is imposed. Unit Owners may request a hearing with the Covenants Committee, at which they can discuss the alleged violation, present evidence and discuss appropriate follow-up action. It is the responsibility of the Unit Owner to submit a written request for a hearing within ten (10) days of the date of the notice of the alleged violation. Hearings before the Covenants Committee will be conducted, as nearly as possible, in accordance with the Due Process Procedures prescribed by Article 10 of the Bylaws.

FINES AND PENALTIES

1. If a Unit Owner does not comply with the notices sent, the Board may impose fines or other sanctions. The following schedule shall be a guideline for the Board for the imposition of fines:
 - a. First Offense \$ 50.00
 - b. Second Offense \$100.00
 - c. Subsequent Offenses \$200.00
2. Depending upon the nature of the violation, a fine may be imposed for each incident and/or a fine may be charged for each day the violation remains uncorrected. The Board has complete discretion and authority to establish the amount of fines or other penalties.
3. When a fine or other sanction is imposed, notice will be mailed to the Unit Owner. The amount of any fine charged is considered to be an assessment and is due upon receipt of notice.
4. Depending upon the nature of the violation, the Board may, in addition to any fines that may be imposed, suspend the membership privileges of the violator, including the right to use the Common Elements and amenities of the Association and the right to participate in the affairs of the Association, until the violation has been corrected and/or any fines imposed have been paid.
5. The Board may file legal action for collection of the fines and/or for non-compliance with the Association's Governing Documents. Any expenses associated which may be incurred by the Association in connection with such legal action, such as court fees and attorney fees will be assessed to the Unit Owner.

- A. **Definition** - Leasing (which for purposes of these R&S includes any arrangement by which someone other than the Unit Owner is the principal occupant of the Unit) is permitted by Four Seasons at Farmington Condominium Association provided that the Unit Owners and tenants comply with all of these R&S and all of the Governing Documents for the Community.
- B. **Lease Agreement & Addendum** - Every written lease or sublease must include the Association Approved Lease Addendum, which must be signed by both the lessee and the Unit Owner. This document may be obtained from either the Community Manager or the Association's website at: <https://FSatFarmington.connectresident.com>. Each time a lessee moves in or out of a Unit at Four Seasons at Farmington Condominium Association, prior notice of the move shall be given to the Community Manager.
- C. **Violations** - In the event that the Owner of the leased Unit fails to pay any assessment made against such Unit or comply with the governing documents, and such failure continues for thirty days, the Association may notify the lessee of such Unit in writing of the amount due. Thereafter, such lessee shall pay all payments accruing under the lease to the Association, up to the amount shown to be due from the Unit Owner.
- D. **Non-Owner Acknowledgement** - The Association recognizes that some Units are occupied by persons other than the Unit Owner, even in the absence of a landlord-tenant relationship. Notice of such occupancy must be given to the Association, in writing, within ten (10) days of such occupancy. All residents are subject to and bound by the Declaration of Condominium, Bylaws, and the R&S. In addition, the Unit Owner shall be responsible for any violation of the Declaration, Bylaws, or R&S by the occupants of their Unit, and the occupants' guests and/or invitees. Any Unit Owner allowing a Unit to be occupied by another person shall provide a copy of the Declaration, Bylaws, and R&S of Four Seasons at Farmington Condominium Association to such a person. The Unit Owner and occupant(s) of such a Unit must execute a Non-Owner Acknowledgment, and a copy shall be provided to the Association within ten (10) days of any such occupancy. This document may be obtained from either the Community Manager or the Association's website at: <https://FSatFarmington.connectresident.com>.