

Stafford Square Community Association (SSCA), Inc.
Rules and Regulations

2021

SECTION 1 - GENERAL RULES AND REGULATIONS

The Stafford Square Community Association (SSCA), acting through its Board of Directors (BOD), has adopted the following Rules and Regulations, as contained in Article VI, Section 6 of the Deed of Dedication and Subdivision. These Rules and Regulations may be amended from time to time by resolution of the Board of Directors.

Whenever in these Rules and Regulations reference is made to “Unit Owners,” such term shall apply to the owner of any unit, to the owner’s family, tenants (whether or not in residence), servants, employees, agents, visitors, and to any guest, customer, invitee, or licensee of such Unit Owner, their family, or tenant. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association, the Board of Directors, and the Managing Agent, when a Managing Agent is acting on behalf of the Association.

The Unit Owner shall comply with all the Rules and Regulations hereinafter set forth. These Rules and Regulations are supplementary to, and not in lieu of, provisions governing the Association that are set forth in the Declaration and Bylaws of the Association. To the extent of any inconsistency between any of the foregoing, the following shall prevail in the order noted: the Declaration, the Bylaws, and these Rules and Regulations.

1.1 PROHIBITED USES AND NUISANCES

Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

1. No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of the dwelling or upon the exterior of any other improvements.
2. The maintenance, keeping, boarding, or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, or caged birds or domestic pets, provided they are not kept, bred, or maintained for commercial purposes and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may from time to time be

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. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

3. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

4. Except as herein elsewhere provided, no junk vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character except for such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities shall be kept upon the property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural Control Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

5. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained up on any lot. Garbage, trash, and other refuse shall be placed in covered containers or plastic bags, as designated by the Association, on the curb in front of the Owner's Unit. According to Arlington County policy, containers should be placed at curbside no earlier than 5:00 p.m. the day before collection and no later than 6:00 a.m. the day of collection. Please secure containers adequately as the crews are not responsible for contents spilled onto the street because of faulty containers or animals. Containers must be removed from the curb within 24 hours of collection. The Association reserves the right to remove such containers left in violation of this provision and assess after written notification of first violation a fine of \$25.00 for each occurrence of violation thereafter.

6. No lot shall be divided or subdivided, and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declaration and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility, or other public body or authority or to the Association, the Declaration, or any other person for any purpose.

7. Except for hoses and the like, which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable, or other similar transmission line shall be installed or maintained on any lot above the surface of the ground.

8. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

9. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the

Association acting through the Architectural Control Committee or duly appointed subcommittee. The ACC may, from time to time, adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

10. No structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable, or outdoor clothes line shall be erected, used, or maintained on any lot at any time.

11. Except for entrance signals, directional signals, signals for traffic control or safety, community “theme areas” and such promotional sign or signs as may be maintained by the Declarant or the Association, no signals or advertising devices of any character shall be erected, posted, or displayed upon, in, or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling place upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgage of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure.

12. No structure, planting, or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. Please refer to the subsection on easement rules and regulations. No storage shall be allowed outside of the fenced rear yard.

13. No outside television aerial or radio antenna or other aerial or antennae for either reception or transmission shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwellings located upon the property.

14. No Portable air conditioning unit shall be placed in any window.

15. No Member shall make any private or exclusive or proprietary use of any of the common areas except with the specific approval of the Architectural Control Committee and then only on a temporary basis and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

1.2 RESIDENTIAL USE – LEASING

All dwellings shall be used for private residential purposes exclusively. No dwelling or any portion thereof shall be leased or rented for a period of less than thirty (30) days. A copy of the lease agreement shall be placed on file with the Board of Directors of the Association and shall contain a provision requiring the tenants to comply with the provisions of this Declaration as well as any rules and regulations adopted from time to

time by the Association. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declaration from the use of any lot or dwelling for promotional or display purposes, or as “model homes,” a sales office, construction office, or the like.

1.3 FENCES

Any fence or fences constructed upon the Property other than by Declarant shall be vertical board of a wood and color designated by the Board of Directors of the Association, and shall not extend beyond the front building line of the dwelling on the lot upon which any such fence is erected or the front building line of the dwellings on all immediately adjacent lots. Any fence shall be five (5) feet in height. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of this Article.

1.4 PARKING

Parking upon the common areas shall be regulated by the Board of Directors and parking spaces shall initially be assigned by the Declarant and thereafter by the Board of Directors of the Association or by such Committee as the Board of Directors may designate for that purpose. The parking space assignments made by the Declarant shall remain in full force and effect until otherwise changed by the Board of Directors. No Member shall make use of any parking space other than the space or spaces assigned to his lot by the Board of Directors without the express written consent of both the owner of the lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any Member invite, encourage, or permit the use by his guests of parking spaces assigned to lots other than his own. No vehicle belonging to any Member, or to any guest or employee of any member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the common areas. No commercial vehicle, whether owned by the Owner or any other person, shall be permitted to remain on or be parked on the Common Area overnight. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the common areas as herein provided for, then the Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.

1.5 HOUSE RULES

There shall be no violation of any rules for the use of the common areas and community facilities or “house rules” or other community rules and regulations not inconsistent with the provision of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the Membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

1.6 ENFORCEMENT – RIGHT TO REMOVE OR CORRECT VIOLATIONS

In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the ACC required herein, and, upon written notice from the ACC, such violation shall be promptly removed or abated. In the event that the same is not removed or the violation is not otherwise terminated or abated within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the ACC) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and continuing lien upon such lot, and binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. Also, the Association shall have the right to withhold the issuance of parking stickers to tenants or owners of a Lot that has been issued a “Notice of Violation” that is not corrected. The Association shall have the further right, through its agents, employees, or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

SECTION 2 - ACC RULES AND REGULATIONS

The Architectural Control Committee (ACC) is appointed by the SSCA BOD as needed. The ACC must consist of at least three people. According to the SSCA Declaration Article VI, Section 2, a majority vote is required “in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like ...”

All exterior changes must be formally approved by the ACC. This includes window, door, skylight, siding, and roof replacement; any structural changes, including but not limited to the third floor dormer addition, window reconfigurations, entry way additions, patios, etc.; all exterior painting; landscaping to include brickwork, stonework, or any sized retaining or border structures; containers or small storage units, bush or planting changes; signs, flags, or other hanging or propped up structures; etc. All approved changes must commence work within six (6) months of the approval and be finished within twelve (12) months of approval, as outlined in Article VI, Section 4 of the Declaration.

Homeowners must fill out and submit an ACC Change Request form, including details of the work to be performed and color swatches, in order to obtain formal ACC approval. Any exterior work conducted without ACC approval is subject to violation notices and fines. The Unit Owner will also have to bear the financial burden to fix the violation within the allocated timeframe.

ACC approval is not necessary for proper maintenance of utilities. This includes, but is not limited to, changes required to fix electrical lines, sewer / water lines, or a unit’s heat pump. Re-planting in already approved flower beds is not required, although the same rules and regulations apply each year. Removable furniture does not need to be approved, but furniture is required to follow the guidelines established within this document.

The ACC shall issue a violation, should any of these rules or regulations be broken. Specific handling of each violation shall be handled according to the Declaration.

2.1 ACC GUIDELINES

The Stafford Square Community is designed under the Federal Colonial style (for specific color guidance, review the preferred color document on the [Stafford Square website](#)). Each guideline within this section is implemented to retain the planned community style, retain the integrity of the site plan, and insure a consistent and harmonious visual appearance. These rules and regulations are established to uphold the value of the community and are not intended to restrict property enhancements or enjoyment.

Homeowners are encouraged to keep their places free of extraneous clutter and debris. All residents are encouraged to remove litter from their yards as well as the common areas. While there is a lawn service, they are not responsible for removing litter, we are. A violation will be issued if a property is not maintained in a reasonable manner. Owners are solely responsible to ensure their tenants follow existing rules. Leaving construction debris

on the lawn or common areas is prohibited. All construction debris must be removed at the end of the day or placed in appropriate containers.

The following sections provide the guidelines that the ACC uses when reviewing any ACC Change Request. Any time you wish to make an adjustment to your home that falls within the categories below, you must submit an ACC Change Request Form first (found on the [Stafford Square website](#)). All changes must be approved by the ACC. These guidelines are subject to change as styles and laws change.

2.1.1 Window

Window frames and grids may only be brown, black, gray, or cream in color. For specific color guidance, look for paints that match or are equivalent to these Benjamin Moore colors: Hardwood Putty (CW-5), Tarpley Brown (CW-170), Black (2132-10), and Tucker Gray (CW-705). Colors must be approved by the ACC. The first floor window was originally a cottage style window with a 9/6 grid configuration, but all of the replacement windows may be a 50/50 or a 9/6 configuration in proportion. Windows may have grids, at the owner's preference. Screens on windows should be maintained appropriately and screens with holes should be replaced. All window frames must be the same color and maintained in a functional manner to prevent rotting, peeling, and fading. Please submit color chips when submitting for a window alteration.

2.1.2 Shutters

All shutters must be installed and maintained appropriately, and shutters with holes or faded/peeling paint must be fixed. All shutters must be brown, black, gray, or cream in color (semi-gloss exterior). For specific color guidance, look for paints that match or are equivalent to these Benjamin Moore colors: Hardwood Putty (CW-5), Tarpley Brown (CW-170), Black (2132-10), and Tucker Gray (CW-705). Colors must be approved by the ACC. Since some shutters are already spray painted, this is an acceptable practice.

2.1.3 Entrance Door

Doors must be in the Federal Colonial Style. This includes the standard Federal Colonial six-panel design with or without a fan window. A half grid window/door panel door has been approved for street side units (i.e., not within 11th Place). Doors must be maintained in a functional manner to prevent rotting, peeling, and fading. Door colors must be in the Federal Colonial color range. For specific color guidance, look for paints that match or are equivalent to these Benjamin Moore colors: Harwood Putty (CW-5), Tarpley Brown (CW-170), Black (2132-10), Tucker Gray (CW-705), Governor's Gold (CW-395), Prussian Blue (CW-625), Washington Blue (CW-630), Buffet Green (CW-535), Sea Green (CW-515), Cornwallis Red (CW-315). Colors must be approved by the ACC. Please submit paint chips when submitting for a door change.

2.1.4 Storm/Screen Doors

Storm/Screen doors must be brown, black, gray, or cream in color. For specific color guidance, look for paints that match or are equivalent to these Benjamin Moore colors: Hardwood Putty (CW-5), Tarpley Brown (CW-170), Black (2132-10), and Tucker Gray (CW-705). If these colors are not available, the next closest option should be chosen. Replacements of storm and screen doors must be approved by the ACC and require the color and style of the door to be submitted. Screens on doors should be maintained

appropriately and screens with holes should be replaced. [Exterior Trim and Fixtures](#)
Door and window trim colors must be in the Federal Colonial color range (see Stafford Square preferred color document on the [website](#)). Earth tones, to match existing siding and brick, are encouraged. The exterior trim must be maintained appropriately, without peeling or faded paint and without rotting or missing trim work.

All exterior fixtures must be brass, black, or silver. This includes the outside light, the screen door knobs, the front door knob, the unit address numbers, and the iron gate door knobs.

2.1.5 Fences and Gates

All fences must be a board-on-board design and must not exceed the height of the existing brick fences and in no cases be higher than 5 feet. Please contact the ACC for specifications. Fences installed in sections where not all town homes have fences, must conform to the existing fences within that section.

Gates must follow the design of other previously installed gates within a section.

2.1.6 Skylight

Skylights must retain their original size and location. Any additional skylights or change to the skylight size are subject to both ACC discretion and County regulation.

2.1.7 Siding

Each unit with pre-existing siding must replace their siding with the same size and shape siding. Siding colors must be in the Federal Colonial color range. For specific color guidance, look for paints that match or are equivalent to these Benjamin Moore colors: Harwood Putty (CW-5), Bruton White (CW-710), Nelson Blue (CW-635), Azurite (CW-670), Tucker Gray (CW-705), Amber Slate (CW-685), Russell Green (CW-495), Windsor Green (CW-505). Colors must be approved by the ACC.

2.1.8 Roof

Roof replacement and maintenance is subject to county rules and regulations. Dark brown shingles or metal are standard within the community, and the higher roofline is responsible for the flashing joints. Painting of metal roofs must also be approved by the ACC. Colors should remain consistent with the current color of the metal roof. Care must be taken to not alter or affect neighboring rooftops.

2.1.9 Dormer (Third Floor Additions)

A \$5,000.00 deposit fee is required with the application. This deposit is held to insure all rules and regulations are followed during the construction. The deposit will be returned upon a violation free completion of the dormer. A dormer is considered completed upon County final approval. A copy of the county's final inspection approval of the dormer should be submitted to the ACC to obtain the dormer fee deposit.

2.1.10 Patio

Due to the placement and layout of the utilities across all of the unit properties, strict restrictions have been placed on the design, construction, and maintenance of all patios, structures, or materials placed within each yard. All patios are approved by the ACC at the owner's own risk, and these patios must be removable in order to properly maintain utilities. Removal and replacement of any unit's patio for proper maintenance of utilities is at the patio unit owner's expense. Please refer to the easement section for units with explicitly declared easements.

2.1.11 Exterior Colors

Colors are specific to the painted item. Color guidelines for any specific item can be found within that item's subsection. All colors must be in the Federal Colonial tone. Bright, florescent, or unharmonious colors are not permitted.

2.1.12 Landscaping

Landscaping which redefines the existing planting bed contours, size, or shape; alters/adds/removes any brickwork, stonework, any sized retaining or border structures; or alters/adds/removes any bushes must receive ACC approval. Grass seeding and perennial flowers and plants in pre-approved planting beds do not require ACC approval. The upkeep of the flower beds and bushes outside of the 11th Street properties is encouraged.

Flowerpots that are properly maintained and do not obstruct standard lawn maintenance do not require ACC approval. These pots must be removed at the end of the growing season, usually by the end of October.

2.1.13 Containers and Storage Units

Outdoor storage is not generally permitted. Street-side/exterior units, separated by privacy fences, may have exterior storage units, with ACC approval.

2.1.14 Lawn Furniture

Interior town homes must remove any lawn furniture by the end of October each year and cannot permanently leave lawn furniture outside before April 1. Lawn furniture must be of dark tone preferably forest green. White or brightly colored lawn furniture is strictly forbidden. Owners must keep lawn furniture neatly off the lawns when not in use to allow for routine landscaping and lawn cutting services the SSCA provides.

2.1.15 Other Items Stored Outside

Interior town homes must remove bicycles, coolers or tables that are not in use. These items cannot be permanently stored outside interior townhomes.

2.1.16 Grills and BBQs

Grills and Barbeques must be stored neatly when not in use. The interior town homes must keep their grill, when not in use, close to their town house.

2.1.17 Satellite Dishes

Properties facing southwest must install the dish behind the heat pump and bushes. All other properties must install the dish behind the chimney. In either case, the cable must go directly into the building and cannot be draped or affixed to the exterior in any manner. Exact specifications will be provided by the ACC upon the receipt of the ACC Change Request.

2.1.18 Firewood

Since Stafford Square has experienced termite problems, all firewood must be stack away from the town home. On the outside town homes, this is not a problem, since the wood can be stacked by the fence. However, the interior town homes must maintain a small distance from the house to the wood, and all wood must be removed or burned by the end of March each year.

2.2 EASEMENTS

An easement gives the right of use to someone over the real property of another. These rights are limited for specific purposes and do not give the holder the right of possession of the property, only the right to use the property as specifically defined by the easement type.

2.2.1 Easement Rights and Regulations

The ACC must follow the easement rights and regulations established by the Commonwealth of Virginia's legislation as well as the rights defined within the SSCA Declaration. Guidelines for Arlington County can be found on pages marked 1682 – 1684 of the SSCA Declaration. The regulations within this section basically state that the County has full and free use of the easements, in line with the easement's defined purpose. The verbiage that applies to ACC rulings is the following:

“The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.”

Section 55-50.1 of the Virginia State Legislation, “Enjoyment of easement,” states the following:

“Unless otherwise provided for in the terms of an easement, the owner of a dominant estate shall not use an easement in a way that is not reasonably consistent with the uses contemplated by the grant of the easement, and the owner of the servient estate shall not engage in an activity or cause to be present any objects upon the burdened land that unreasonably interfere with the enjoyment of the easement by the owner of the dominant estate. Any violation of this section may be deemed a private nuisance, provided, however, that the remedy for a violation of this section shall not in any manner impair the right to any other relief that may be applicable at law or in equity.”

The SSCA Declaration further refines this law to state, within Article VI, Section 6 (l), the following:

“no structure, planting or material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.”

2.2.2 ACC Policy in Regards to Easement Regulations

Easement regulations affect the landscaping, structures, and materials that the ACC can approve on each unit’s property. These include, but are not limited to, patios, fences, wood piles, bricks, storage units, containers, plantings, furniture, etc. The ACC will continue to approve these property enhancements as long as unit owners agree to not violate the regulation that these enhancements cannot damage or interfere with the easement. Therefore, permanent structures or building materials that are not already outlined within the Community Site Plan may not be placed on any easement. This includes, but is not limited to, concrete slabs or any material kept in place with concrete slabs, trees, or structures too heavy or cumbersome for reasonable removal.

The Articles of Incorporation of Stafford Square Community Association, Section 2(a), require the SSCA to “enforce the covenants, restrictions, easements ... provided in the Declaration.” In order to uphold the regulation of the SSCA Declaration, Article VI, including Section 6(L) that these enhancements cannot “be placed or permitted to remain” if they “may damage or interfere with any easement for the installation or maintenance of utilities”, any property enhancement must be removable, and the removal and replacement of these enhancements for easement access will be at the expense of the owner of the property where the enhancement is located. In the event any enhancement is not removed when requested by the easement owner, the SSCA will take enforcement action in accordance with Article VI, Section 11, including SSCA removal of the enhancement within the time frame needed by the easement owner. If the owner agrees to remove and replace these enhancements, then they cannot be considered to interfere with access to the easement. For any enhancement which is to be placed on an easement with defined lot owners (e.g. states something to the effect of “for the use and enjoyment of Lots 1, 3, 5, & 7”), the lot owner whose enhancement affects the easement holders must send written notification to the easement holders including a description of the enhancement proposed, time period for putting enhancement into place, and other pertinent details. The ACC should be copied on the correspondence. The easement holder are permitted a period of 15 calendar days to review the proposed enhancement

and provide any comments, questions or concerns to the owner, with a copy to the ACC. The easement holder must return a signed acknowledgement of receipt of proposed enhancement with any questions or comments.

The SSCA and applicant owner recognize that acknowledgement does not indicate approval or waiver of rights under the Declaration by easement owners. If an easement holder cannot be located/refuses to acknowledge receipt within 15 days, the ACC will be notified to include the absence of acknowledgement in their consideration of whether to recommend approval by the Board of Directors. To expedite the process, if there are no questions, comments or concerns, such should be noted by the easement holders. Upon receipt of proposed enhancement plans, as amended if appropriate for any changes agreed to with easement holders, and acknowledgement of notification from easement holders, including comments, questions and concerns, the ACC will review the materials and make a recommendation to the Board to approve or disapprove the proposed enhancement in a period not to exceed 45 days from the date the ACC receives all comments from the easement owners, or after the ACC determines that the 15-day comment period has expired. The Board will then consider, at the next scheduled meeting, how easement owners responded and if the proposed enhancement is in accordance with Article VI of the SSCA declaration.

Interference with an easement is a form of trespass. If an owner refuses to or cannot remove items from the easement in the timeframe required by the easement owner, should the purpose of the easement need to be exercised, then an easement owner has the right to remove the items, at the enhancement owner's expense, or petition the ACC for the removal. The ACC shall issue a violation, notifying the owner of a timeframe in which they have to remove the enhancement. If the enhancement is not removed within the timeframe, then the ACC has the right to remove the enhancement for easement use and bill the owner for the costs. Failure to pay for such removal is subject to the same collection procedures as the quarterly dues. This is in line with Article VI, Section 11, "Enforcement – Rights to Remove or Correct Violations."