

Kinsman Farm Homeowners Association

Policies and Procedures Handbook

MAY 1999

These procedures governing Kinsman Farm are in accordance with the Covenants
and have been approved by the Board of Directors

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I - HISTORY

Kinsman Farm (KF) was developed and constructed by the Stanley Martin Companies, Inc. (SMCI) between mid 1983 and late 1985. Prior to this, the property was known as Holly View. At its center is a 14-room home, now restored and on the county historic inventory, that is believed to have been built starting between 1780 and 1800. Earlier still, the land was part of Hardings Choice, a grant made to Charles Harding in 1737. The house and 80 surrounding acres, including various fruit orchards, were purchased in 1886, reportedly for \$75 per acre, by Colonel Oliver Dorrance Kinsman and his wife, the former Emma Richardson. Among previous owners were Joseph H. Bond, owner of the mill at nearby Burnt Mills, and James F. Meline, comptroller of the U.S. currency. Kinsman, a Civil War officer originally from Maine, was with General Sherman in his march to the sea and served on the staff of President Grant's Secretary of War. Kinsman's wife died in 1920 and Kinsman in 1929. The home was occupied by their daughters until 1971, part of the original Kinsman property having by then been sold and developed. Afterwards, heirs rented out the heavily-wooded property for about 10 years. Now, the old house on one acre is nearly surrounded by 82 townhomes whose architectural styles are named after the 4 daughters, Olive, Angela, Lucretia, and Elinor. The Owners of these 82 homes comprise the membership of the Kinsman Farm Homeowners Association (KFHOA). The townhomes are themselves nearly surrounded by mostly wooded areas which are part of the commonly-owned grounds of the KFHOA, as are two tributaries of Northwest Branch. The common areas (see appendix E) total about 7 1/4 acres. Altogether, about 10.5 acres are owned individually or in common by members of the KFHOA. On an adjoining remnant of the Holly View property, SMCI constructed 50 detached homes which are not incorporated into any homeowners association.

In March 1984 the first Board of Directors (BOD) began to manage the affairs of the KFHOA. Beginning with the first annual meeting of the KFHOA, directors elected by the Owners assumed management responsibility.

II - DEFINITIONS

Definitions are generally as stated in the *Articles of Incorporation*, the *Declaration of Covenants, Conditions and Restrictions*, and the *Bylaws* of the Kinsman Farm Homeowners Association, Inc. These three documents are herein referred to as the founding documents. By law, copies of the founding documents and of this document must be provided by the seller to the prospective buyer of a home. By law, copies of these documents must also be provided by the owner to a tenant before the tenant executes a lease. Copies may also be obtained from the Management Company (See Section XIII).

III - BOARD OF DIRECTORS, MANAGEMENT COMPANY

The Board of Directors (BOD) currently consists of five KF members who are elected by the membership during annual meetings. They serve staggered three-year terms unless specified otherwise before an election. From among its members, the BOD annually elects officers for a term of one year. The BOD serves to protect the common interests of the community, ensuring that KF remains a safe, healthy, comfortable, attractive, peaceful, and enjoyable place to live.

On behalf of the Association, the BOD engages the services of a professional Management Company to take care of such matters as: assessment fee billing, maintenance and repair of common property, collection of delinquent accounts, financial record keeping and tax filings, etc. It also assists the BOD in such areas as contracting for snow removal and landscaping services, and it provides the residents with a telephone number to report problems. The name and telephone number of the Management Company is provided herein (see MANAGEMENT COMPANY).

The BOD also has an attorney to answer legal questions from the BOD, to file liens, and to represent the Association in court.

IV - INTRODUCTION

We are all grateful that the majority of the residents are attentive to the maintenance of individual and common properties, and comport themselves in such a way that our community remains a safe, healthy, attractive, and peaceful place to live. However, there are always a few who seem to need written and enforced laws, covenants,

rules, and regulations.

Accordingly, this handbook was prepared at the direction of the Board of Directors of the Kinsman Farm Homeowners Association (KFHOA). It is a summarization and interpretation of the founding documents as regards Use Restrictions and Architectural Control issues. The general rules and regulations that follow have been developed in accordance with the provisions of the founding documents, and the Maryland Homeowners Act. These rules and regulations are provided for the benefit and convenience of all KF residents, and apply to all Owners, tenants, family members, pets and guests.

If the townhouse is a rented dwelling, it is the legal responsibility of the Owner of record to furnish prospective tenant(s) with a copy of these Policies and Procedures, as well as of the founding documents. The Owner of record is responsible for compliance of tenant(s), guests and pets.

V - ENFORCEMENT

Residents are encouraged to resolve complaints among themselves. Maintaining open lines of communication is always a good idea. Chapter 16 of a very readable and useful book by Cora Jordan entitled *Neighbor Law: Fences, Trees, Boundaries & Noise* (see REFERENCES) provides very practical, low-key, but graduated approaches for handling a neighbor problem. If those approaches fail, residents are encouraged to individually or collectively pursue remedies available from governmental entities (see WHERE TO OBTAIN INFORMATION OR TO COMPLAIN IN MONTGOMERY COUNTY) or through Small Claims Court.

Any resident may lodge a complaint with the Board of Directors, seeking redress of any violation of the Policies and Procedures. In addition, the Property is periodically inspected by the Property Manager or by members of the BOD or of its committees. Individually and collectively they will endeavor to ensure compliance with these Policies and Procedures, regardless of the source of complaint.

Every attempt has been made to make the Policies and Procedures as non-restrictive and reasonable as possible. We hoped that these enforcement procedures will never have to be used. However, where other means to solve a problem have failed, the procedure below will be followed. Our founding documents empower the Board of Directors to develop and enforce these Policies and Procedures.

Each rule or group of rules has been assigned to a class of violation, and violating the rule may subject the offender to a penalty. As indicated below, an initial penalty is stated as a percentage of the current quarterly KFHOA assessment. For example, the quarterly assessment in 1999 is \$128. Therefore a Class A violation in 1999 can lead to an initial penalty of \$192.

The Classes and penalties are:

Class of Violation	Initial Penalty for First Violation After Written Warnings	
	% of Assessment	\$ in 1999
A	150%	\$192
B	100%	\$128
C	50%	\$ 64
D	25%	\$ 32
E	10%	\$ 13

However, a penalty will be assessed only after due process procedures have been followed (See ENFORCEMENT PROCEDURES) and will be assessed against the Owner, regardless of whether the offender is a tenant, guest, or household member. Please note, payment of a penalty does not relieve an offender of the obligation of correcting the violation.

Other remedies may also be considered including, but not limited to, the following:

- A. Suing the Owner for damages or having applicable Courts of Law issue injunctions. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.
- B. Having the violation (i.e. architectural control violations or damage to common grounds) corrected at the Owner's expense.
- C. Contacting proper authorities to impose civil or criminal penalties (for violations which are also infractions of Federal, County or State Laws).
- D. Requiring any person whose pet is a nuisance to remove such pet from the property.

VI - ENFORCEMENT PROCEDURES

Should any dwelling unit, or owner or lessee, be in violation of any rule, regulation, policy, guideline, covenant, or bylaw of the Association, the dwelling unit and its owner shall be subject to a penalty under the following conditions:

A. The BOD shall notify the owner of the dwelling unit by regular first class mail of the violation. The deposit of such mail with the United States Postal Service addressed to the last known address of the owner, and also copied generically to "Resident" at the unit address, shall satisfy this notice provision.

(1) The notice shall state that the owner is in violation of a particular any rule, regulation, policy, guideline, covenant, or bylaw, or other obligation.

(2) The notice shall clearly define the violation.

(3) The notice shall state that the owner of the dwelling unit must remedy the violation by taking appropriate action. If necessary for clarification, the notice may suggest or direct the corrective necessary to come into compliance.

(4) The notice shall state that an initial penalty shall be assessed against the dwelling unit should the violation not be remedied by a certain date; such date shall be no less than 30 days from the day the notice is mailed.

(5) The notice shall state that for each month thereafter, a monthly penalty shall be automatically levied against the unit until the violation is remedied.

(6) The notice shall state the amount of the initial penalty.

(7) The notice shall state that the levied penalties, if unpaid, shall constitute liens against the unit, and shall be collectible in the same manner that assessments are collectible.

(8) The notice shall advise the owner that he has the right to a hearing before the BOD to discuss or dispute the violation notice or penalty.

(9) The notice shall advise the owner that in order to dispute the violation charged or penalty assessed, the owner must request a hearing before the BOD.

(10) The notice shall state that in order to request a hearing, the owner must deliver a written request to the BOD or Management Company within twenty (20) days of the date of the notice.

(11) The notice shall be signed by one or more of the members of the BOD, or an agent of the Associations' Management Company, or legal counsel.

B. Should the violation not be remedied by the deadline set out in the notice, and no hearing having been requested, an initial penalty corresponding to the class of sanction shall automatically be levied against the unit. The BOD,

through the Management Company, shall within five days thereafter notify the owner, by regular first class mail, at the owner's last known address, and the Association's attorney that the initial penalty has been levied. Should a hearing be requested, no penalty shall be assessed until after the hearing has been concluded.

C. Should a hearing be requested in writing within twenty days, the BOD shall schedule such hearing before the board at one of the board's regular meetings. The owner or the owner's authorized representative shall be given opportunity, not exceeding fifteen minutes, to present a defense to the violation charged or the penalty assessed.

D. Should an initial penalty be assessed, and the associated violation is not remedied within thirty days, for each month thereafter, a monthly penalty shall be automatically levied against the unit until the violation is remedied. The monthly penalty shall be an amount not less than 10% nor more than 150% of the current quarterly assessment. The exact amount of the monthly penalty shall be set by the BOD, depending upon the nature and extent of the violation. As each monthly penalty is levied, the BOD, through the Management Company, shall notify the unit owner by regular first class mail, at the owner's last known address, and the Association's attorney that the monthly penalty has been levied.

E. Said penalties, if unpaid, shall constitute liens against the dwelling unit, and shall be collectible in the same manner as assessments are collectible.

F. Should any dwelling unit be notified three or more times in a twelve month period of any violation of the same rule, regulation, policy, guideline, covenant, or bylaw, a maximum penalty equal in amount to the quarterly assessment shall be automatically levied against the unit, unless the BOD votes to cancel such penalty, the amount of such penalty to be determined by the BOD. Said penalty, if unpaid, shall constitute a lien against the dwelling unit, and shall be collectible in the same manner as assessments are collectible.

G. Collected penalties shall be added to the general revenue of the Association.

VII - GENERAL POLICIES AND PROCEDURES

All provisions relevant to general policies and procedures contained, as applicable, in the founding documents of the KFHOA are incorporated in their entirety by reference in these procedures and guidelines.

A. Vehicles:

(1) **Number of Parking Spaces:** Each of the 82 dwellings is entitled to the use of not more than two (2) automobile parking spaces, as near and convenient to said dwelling as reasonably possible, together with the right of ingress and egress in and upon said parking area. (Class D violation)

(2) **Vehicle Registration:** For each vehicle, the make, model, year, color, license tag number and state, and owner's name, address and phone must be furnished to the Management Company (see PARKING REGISTRATION FORM, Appendix C). Vehicles not registered with the Management Company, and regularly parked in the Association lots, are subject to towing and/or the imposition of Association penalties. (Class D violation)

(3) **Parking:** Except when loading or unloading, vehicles are to be parked only within the painted markings in the parking areas. Because the parking area is so near to the fronts of the homes, automotive exhaust can damage landscaping and easily infiltrate homes. Accordingly, back-in parking is prohibited except for your own vehicle(s) directly in front of your own home. Violators are subject to towing and/or the imposition of Association penalties. (Class D violation)

(4) **Commercial Vehicles** are not permitted in the community except when such a vehicle is actually engaged in loading or unloading or when used by the owner or operator actively engaged in work on the premises of the Association. A commercial vehicle is any motor vehicle and any trailer or semitrailer designed or used for carrying or storing freight or merchandise and every motor vehicle used in any way in the furtherance of any commercial enterprise. A vehicle that is greater than 19 feet in length or 8 feet in height, measured from the

extremes of the vehicle, racks, and load, is also defined to be a commercial vehicle. Infraction may result in towing and/or the imposition of Association or civil penalties. (Class C violation)

(5) **Motor Homes, Boats, Campers, House or other Trailers, and Recreational, Farm, Abandoned, Inoperable, or Improperly-Tagged Vehicles** shall not be parked in the common parking areas. Inoperable vehicles are defined to be vehicles which cannot readily be legally operated. Vehicles that remain unmoved for more than 21 days are defined as abandoned. Violations may result in towing and/or the imposition of Association or civil penalties. (Class C violation)

(6) **Towing Policy:** Vehicles found to be in violation of the above rules will be clearly marked (with a sticker or firmly-attached note) to notify the owner(s) that a violation exists. The owner(s) of a marked vehicle should immediately call the Management Company to resolve the situation. If the violation is not corrected, the vehicle may be towed from the community or reported to the police. The owner(s) of a towed vehicle will be responsible for payment of all towing and storage charges. Neither the Management Company nor the Association will be liable for any damages incurred during towing or storage. (Class C violation)

(7) **Immediate Towing:** In addition to the above, vehicles that block other vehicles, or are parked on unpaved areas or in fire lanes (except in the case of a bona-fide emergency) are subject to immediate towing and to the imposition of penalties. (Class C violation)

(8) **Vehicle Operation:** Operation of any motorized vehicle on unpaved areas is strictly prohibited. Bicycles, rollerskates, or skateboards operated by children over the age of seven (7) must be ridden only in the street and not in any other common area, including on the sidewalks. (Class D violation)

(9) **Vehicle Maintenance:** Residents may themselves clean, polish, or perform minor work on their vehicles in the parking areas. Examples of minor work are adding fluids, changing a tire, or replacing non-liquid expendables such as air filters, wipers, bulbs, plugs, etc. The parking area must not be littered, fouled, or discolored. (Vehicle owners may be billed for costs of clean-up or restoration necessitated by leaked or spilled fluids or greases.) Major repairs include such things as replacing drive-train components or body panels. Major repairs are not permitted within the development. (Class D violation)

B. Waste:

(1) **Trash and Garbage:** In conformance with MC code, all containers for the storage and disposal of garbage or trash must be rigid containers made of a noncorroding material and have tight-fitting, overlapping lids to deter varmints. Plastic or paper bags alone are completely unacceptable for the storage and disposal of trash or garbage out-of-doors. Trash cans and recycling bins must be stored at the rear of the property or inside the dwelling unit at all times, except on collection day and late the previous evening, and may not be stored on front porches, stoops, or at the side of end units. Newspaper for recycling collection must be placed in a paper bag or tied with string. (Class D violation)

(2) **Household and Automotive Discards:** Discards other than regular trash and garbage, such as hazardous materials or large items (mattresses, furniture, wooden crates, appliances, tires, scrap metal, appliances etc.) are not collected as part of the regular collection. It is the resident's responsibility to promptly remove or arrange special pick-up for such items. (Class D violation)

C. **Noise:** Creation of any unreasonably loud, disturbing and unnecessary sound is not permitted. Please remember that party walls do not block low frequency sounds, and that bedroom windows are as near as 8 feet to the sidewalk and parking lot. Accordingly, this prohibition applies to inside as well as outside sounds, especially during your neighbors' quiet hours. (Class D violation)

D. **Noxious or Offensive Activity:** No noxious or offensive activity shall be carried out upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the comfortable and quiet enjoyment of

each of the Owners of her/his respective dwelling unit, or which shall in any way increase the rate of insurance. A nuisance is defined as anything which is injurious to health, indecent or offensive to the senses, or an obstruction to the free use of property. (Class D violation)

E. Leases:

(1) **License:** Owners who rent their dwelling must provide the Montgomery County rental facility license number to the Management Company. (Class A violation)

(2) **Provisions of Lease:** All leases shall be in writing and shall include the following provisions: (Class A violation)

(a) **Governing Documents:** The terms of the lease are subject in all respects to the provisions of the governing documents of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The lease shall further state that the Owner shall provide copies of such documents to the lessee. Governing documents include this document, the founding documents, and any future amendments, directives, or advisories that the Association from time to time may issue;

(b) **Subleasing:** The lessee shall not sublet the dwelling or any part thereof;

(c) **Term of Lease:** The initial term of the lease is for one (1) year minimum;

(d) **Eviction:** If the lessee fails to comply with the provisions of the governing documents, the BOD shall have the power (including power of attorney to act on behalf of the Owner) to terminate such lease, and/or bring summary proceedings to evict, for cause, any lessee in the name of the Owner. As between the Owner and the lessee, any costs incurred therein, including reasonable attorney's fees, shall be borne by the lessee.

(4) **Lease Agreement:** Within ten (10) days of occupancy, the Owner must provide the Management Company with a copy of the lease agreement. Leases made in violation of these provisions shall be voidable at the option of the BOD. (Class A violation)

F. Non-Residential Purposes: No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes. (Class A violation)

G. Professional Office: A professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation, and with the founding documents. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. (Class A violation)

H. Common Areas: Users of the common areas should tidy up the area after use. This includes the removal of toys, lawn furniture, refuse, equipment, etc. from the common areas. Additionally, nothing may be installed or planted in the common areas without written Board approval. Large outdoor parties, receptions and other activities where many people will be using the common area must be approved by the Board prior to the activity. No vehicles may be driven or parked on any unpaved area. (Class C violation)

I. Swimming Pools: Outdoor temporary or inflatable pools are to be used only on private property and must be removed and stored after use. (Class E violation) Permanent pools are not permitted. (Class A violation)

J. Tot Lot Area: All children using the equipment in the tot lot area must be accompanied by a parent or guardian. Guest use of the tot lot is permitted only if accompanied by a resident of the KFHOA. Smoking, alcoholic beverages, abusive language, abuse of equipment, and glass or metal beverage containers are not permitted in that

area. Each user is responsible for cleaning up and removing his/her trash and belongings from the premises. The lot closes at dusk. (Class D violation)

K. Airborne Objects: Ball-playing of any kind, or sailing frisbees and the like, is prohibited on or near the parking areas. (Class D violation)

L. Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept subject to the Montgomery County Code and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. (Class D violation)

M. Sale/Rent Signs: No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or on any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent. (Class D violation)

N. Outdoor Burning and Fireworks: Outdoor burning (other than the normal use of barbecues) is not permitted. Fireworks are prohibited by state and county codes. (Class A violation)

O. Snow and Ice: Snow removal from the parking areas is provided by a contractor to the Association. However, residents are responsible for clearing snow and ice from sidewalks. For traction on ice, the use of kitty litter or sand is recommended. (Class D violation)

P. Damage: Damage to buildings, grounds (landscaping), recreational facilities, other common areas, or equipment by any Owner, tenant, guest, family member, or pet is the responsibility of the Owner. Charges for repairs may be assessed in addition to a penalty. Owners are fully responsible for the actions of their tenants, family members, guests, and pets, and shall be held accountable for any damage done to common property. (Class C violation)

Q. Governmental Code Compliance: Infractions of Federal, State, or County law are subject to civil or criminal penalties via the proper authorities, and are considered to be also a violation of the KFHOA Policies and Procedures. The Class of penalty for such an infraction shall be determined by the BOD depending upon the nature and extent of the particular violation. (Class A violation, maximum)

R. Founding Documents Compliance: Infractions, not otherwise specified in this document, of the founding documents of the KFHOA are also a violation of the KFHOA Policies and Procedures. The Class of penalty for such an infraction shall be determined by the BOD depending upon the nature and extent of the particular violation. (Class A penalty, maximum)

VIII - ARCHITECTURAL CONTROL PROCEDURES & GUIDELINES

For Owners considering alterations to the exterior of their homes, the following review procedures and guidelines have been established by the Architectural Control Committee (ACC) and adopted by the Board of Directors (BOD) of the Kinsman Farm Homeowners Association (KFHOA). These provisions and the committee representing same have not been designed to stifle individuality and creativity in design and features nor to establish supremacy. Instead, if properly applied and enforced, these provisions are designed to comply with Montgomery County (MC) codes and protect the property value and enhance the outward appearance of all homes in the community. All residents and Owners must adhere to these provisions or risk having to remove or correct unapproved alterations or alterations not meeting these provisions at their own expense. Your cooperation is needed and greatly appreciated.

A. General

All provisions relevant to the architectural review process and procedures contained, as applicable, in the founding documents of the KFHOA are incorporated in their entirety by reference in these procedures and

guidelines. The procedures and guidelines listed below are not to be applied retroactively to any approved architectural change received and acted upon by the BOD before the respective issue dates.

B. Procedure for Requesting an Architectural Change

(1) **Application Form:** Owners wishing to make changes, additions, or alterations subject to architectural review must submit the proper written application (use a copier to reproduce Appendix B), with all appropriate sections completed, to the chair of the ACC through the Management Company under contract to the BOD. (Class A violation)

(2) **Oral Requests:** Oral requests will not be considered, but should you have questions, you may call the property manager assigned by the Management Company to Kinsman Farm.

(3) **Revisions:** Each change, addition, or alteration must be specifically approved even though the intended alteration or improvement conforms to the KFHOA's founding documents or these guidelines. This is true even when a similar or substantially identical alteration or addition has been approved previously. (Class B violation)

(4) **Governmental Permits:** Approval of any project by the KFHOA does not waive the necessity of obtaining the required governmental permits, and compliance with requirements of the MC Planning Board. Construction work (e.g., fences, decks, house additions, etc.), in general, requires permits, copies of which must be submitted with the application. Obtaining a governmental permit does not waive the need for KFHOA approval. (Class B violation)

(5) **Building Codes:** The KFHOA will not knowingly approve a project which is in violation of the local building or zoning codes. The burden of determining whether an application is in violation of the local building or zoning code rests solely on the applicant.

(6) **Supporting Information:** The burden rests with the applicant to demonstrate the acceptability of the proposal. Applicant may submit with the application any materials such as exhibits, petitions, photographs, experts' statements, and the like that the applicant deems necessary. An applicant may request an opportunity to appear before the ACC, along with any witnesses the applicant desires to have testify. The ACC can request additional materials as needed.

C. Application Review Procedures

(1) **Time Limit:** The ACC shall act upon any properly submitted and completed application within such time as to allow for BOD review, action, and notice to the applicant of its decision within thirty (30) days from receipt of the completed application. The BOD usually meets monthly, but will meet as necessary to consider and vote on ACC recommendations on the application within the allowed 30-day period. The period of thirty (30) days shall begin from the date the application is received and date-stamped by the KFHOA's management agent.

(2) **ACC Function:** The function of the ACC is to: (a) ensure that applications are complete, (b) ensure that the application demonstrates compliance with local codes and these guidelines, and (c) make recommendations as to the disposition of the application to the BOD. Only the BOD may formally approve (with or without conditions) or disapprove an application for architectural change.

(3) **BOD Deliberations:** The BOD shall consider and vote on architectural applications, as necessary, in any BOD meeting. These meetings shall be subject to all provisions of the founding documents concerning meetings of the BOD.

(4) **Changes:** If the applicant desires to make changes during construction, a revised application must be submitted to the ACC and acted upon by the BOD before these changes are made, unless there is judged to be an imminent threat to health and safety. BOD action on revised applications must be completed within 15 days.

(5) **Time Limit:** All approved items on the application must be completed within six (6) months of the date of BOD approval, except that the BOD may grant extensions where completion is impossible or is the result of matters beyond the control of the Owner or builder. A maximum of one extension may be granted and can last no more than six (6) months. If approved alterations or improvements are not completed within the original or any extended six-month period, the Owner must reapply for BOD approval before further work is undertaken. (Class B violation)

D. Follow-Up to Architectural Review

(1) **Decision:** The applicant shall be informed in writing of the BOD's decision either directly or through its management agent.

(2) **Default Approval:** If the applicant fails to receive a reply indicating a decision or request for further information concerning his/her application within thirty (30) days as defined above, the request shall be considered to be approved.

(3) **Rejection:** If an application is rejected by the BOD, the reason(s) for disapproval shall be stated as part of the written decision. The applicant may request reconsideration if new or additional information which might clarify the request or demonstrate its acceptability can be provided. An applicant must request such reconsideration from the ACC before the applicant may appeal a decision with the BOD.

(4) **Reapplying:** If the application is denied again by the BOD, the application is no longer valid and the applicant must wait at least one (1) month before an application concerning the same alteration or improvement can be submitted.

(5) **Monitoring:** If the application is approved, the ACC must monitor compliance with any conditions established by the BOD. The ACC must also monitor that the applicant builds to and does not alter his/her design or substitute materials not approved in the original application, and check that the applicant did obtain all necessary governmental permits.

E. Architectural Design Rules and Guidelines

Other than routine maintenance, no improvements, alterations, repairs, change of paint colors, excavations, changes in grade, or other work that in any way alters any Lot or improvements located thereon from its natural or improved state shall be made or done to the exterior of any dwelling without the prior review of the ACC and the approval of the BOD. (Class A violation)

(1) Building Alterations and Additions and Detached Structures

(a) Any additional or exterior alterations to an existing building or new detached structure must be compatible with the design character and color key plan of the original building and have the approval of the BOD. (Class A violation)

(b) Only materials that correspond to the original building materials or are compatible with the architectural design of the community will be approved. (Class A violation)

(c) Only those areas that are painted or stained on the original building may be repainted or restained. The color must be in compliance with the color key plan shown in Appendix A. Unpainted surfaces shall require approval to be stained or painted, except that masonry exterior can be painted to match the same color and shade of the existing siding. (Class A violation)

The following sections provide guidelines for making modifications or additions to specific exterior features on your dwelling at Kinsman Farm. Contact the ACC on guidelines for features not mentioned.

i. **Attic Fans:** Electrically-powered attic fans do not require ACC review or BOD approval provided:

(a) they are mounted on the rear roof of the house, (b) they extend no higher than 24 inches above the roof's surface, and (c) they do not extend above the peak of the roof. (Class A violation)

ii. **Patios:** Patios may only be placed in backyards, but do not need ACC review or BOD approval if they satisfy the following: (a) no alteration in drainage results; (b) the patio material is nondegenerative (e.g., stone, concrete, slate, brick, etc.); (c) the existing privacy fencing installed by the builder remains unaffected; and (d) no permanent above-ground extensions of the patio (e.g., lighting, planters, etc.) protrude beyond the property boundary. (Class B violation)

iii. **Decks:** Decks must follow the design and character of the original building. Plans for decks must be reviewed by the ACC, approved by the BOD, and reflect the following: (a) compliance with MC codes notwithstanding any specification established herein; (b) use of pressure-treated or redwood material; (c) railing must not exceed 42 inches in height; (d) deck length must not exceed 12 feet from the house back wall, and deck width must be set back 2.5 feet from side property boundaries if there is no interference with a window, otherwise, set back at least 6 inches; (e) wood must retain its natural color (i.e., no painting), but may be coated with a clear or lightly-tinted/toned deck treatment; (f) privacy screening is not permitted on a second-story deck; (g) must retain existing privacy fencing installed by the builder; (h) no permanent above-ground extensions of the deck (e.g., lighting, planters, etc.) protruding beyond the deck edge and/or railing; and (i) awnings, arbors, or other permanent shading devices require separate ACC approval. End units may not construct decks that wrap around the side of their dwelling. (Class B violation)

The ACC recommends, but does not require, that the deck be free-standing in accordance with the specifications of Prince Georges County (PGC), which are more stringent than those of Montgomery County. PGC would disallow using the existing house to provide structural support for the deck unless the design and construction were approved and supervised by a registered Professional Engineer.

iv. **Sheds:** Sheds require ACC review and BOD approval and will only be approved if in compliance with the following: (a) placed in backyard only; (b) floor area may not exceed 16 square feet; (c) obscured from view of adjoining Lots and streets by the privacy fence or by an appropriate screen approved by the ACC; and (d) color that is in harmony with the surroundings. Otherwise, sheds, kennels, runs, pens, or any other temporary structure are prohibited as outlined in the founding documents. (Class B violation)

v. **Storm Doors and Windows:** No storm and/or screen door will be approved unless they are fullview or lower crossbuck style, or substantially similar to one of these two styles yet consistent with the design character of the community. Only insect screen or glass shall be in the opening -- no mesh, grill, or bars. Color must be either white, black, or compatible with the existing door, trim, and siding colors and must be noted in the application. Security doors and window grates and/or bars installed on the exterior of the house require ACC review and will be approved by the BOD on a case-by-case basis. (Class A violation)

vi. **Fences and Walls:** Fences are permitted only in the rear of the home and only to the rear house line, except that corner Lots may extend a fence to the side Lot line which is not a shared Lot line with another KFHOA Owner. Fences must also meet these specifications: (a) must not exceed six (6) feet in height; (b) must match existing privacy fencing (which is to be retained if at all possible) in style, color, and construction materials; and (c) must be installed on wood posts that are rot resistant. All hedges, shrubs, and plants used as fencing shall require review by the ACC and approval by the BOD when exceeding three (3) feet in height. No chain link fencing is allowed. Retaining walls will not be approved when they alter drainage patterns in a way deemed adverse to adjoining property, and must be constructed with treated timber, brick masonry, or natural stone. (Class B violation)

vii. **House Exterior, Walls, Trim, etc.:** Siding and roof shingles shall be maintained with the color and shade for the existing elevation on file with the ACC and shown in Appendix A. Shutters and window and door trim must be maintained with the original color and shade for that elevation as shown in Appendix A. (Class A violation)

Replacement siding must have a pseudo-wood-grain finish and duplicate or very closely match the profile and color of the original siding as described in Appendix A. The original siding is double 4.5 inch "Dutch Lap" style. Double 4 inch or 5 inch "Dutch Lap" are also acceptable. If the replacement siding is made of aluminum, vinyl, or steel,

thicknesses of at least 0.019, 0.042, and 0.017 inch, respectively, are recommended. A sample of the proposed replacement siding must be submitted with the application to the ACC for color and style approval. (Class A violation)

viii. **Antennas/Satellite Dishes and Cables:**

(a) No exterior antennas or satellite dishes may be erected. Pursuant to the Telecommunications Act of 1996 and regulations set forth by the Federal Communications Commission (FCC), exceptions are made for video reception via direct broadcast service (DBS) and multipoint multichannel distribution (MMDS) satellite dishes and traditional rooftop antennas. However, the KFHOA has an obligation to maintain aesthetic harmony throughout the community. Accordingly, the ACC requires measures to minimize visual intrusiveness of the dishes or antennas. (Class A violation)

(b) A rooftop antenna of a reasonable size, as established by applicable codes, and a DBS or MMDS satellite dish of no greater than one (1) meter in diameter are permitted on Lots, provided that the Owner implements certain measures to minimize the visual intrusiveness of the antenna and/or dish. (Class A violation)

Measures approved by the ACC are as follows:

1) Dishes and hardware shall be of standard manufacturer's colors such as grey, brown and off-white. Exceptions to this will be considered on a case-by-case basis. (Class B violation)

2) For yard installations, the nonreceiving sides of the dish shall be screened with evergreen bushes not less than three (3) feet in height above the base of the dish. (Class B violation)

3) Antennas shall be placed, to the extent feasible, in locations where they are not visible from the street immediately in front of the dwelling, if this placement will permit reception of an acceptable quality signal. (Class A violation)

4) Masts to which an antenna or satellite dish are attached may not exceed a height greater than twelve (12) feet above the roof line. (Class A violation)

5) No cable, antenna or other lead wires are allowed on the exterior walls of the house unless these wires run out of the soffit and behind the down spout so as not to be seen. (Class C violation)

6) Once installed, antennas, dishes, cables and screening measures must be maintained in good order and appearance. (Class D violation)

c) The standard ACC permit process is not required to install the aforementioned antennas and dishes. However, failure to implement any or all of the measures listed above shall be construed to be a violation of the guidelines and shall be subject to enforcement proceedings. Owners wishing to install such antennas or dishes are encouraged to contact the ACC prior to installation, to forestall any possible misunderstandings.

ix. **Playground Equipment:** Exterior playground equipment that extends above any fencing is prohibited from all areas except those designated by the KFHOA, unless approved by the BOD. (Class C violation)

x. **Minimum Appearance Standards:** It is the responsibility of each Owner to maintain the exterior portions of her/his dwelling and Lot to include wood, siding, roof, gutters, downspouts, fences, shrubbery, lawns, etc. Paint and stain must be maintained in uniform and good repair (with no peeling, chipping, cracking, or stains) on the trim, siding, firewalls, and fences. Lawns must be well kept with a uniform ground cover. To avoid an overgrown, unkempt look, grass will be no more than 6 inches high. Dead shrubs and trees must be promptly removed. Live shrubs and trees must be pruned regularly. Items such as bicycles, toys, etc. shall not be left in the front yard or on the porch overnight. Fences and gates must be maintained in good repair. Properties must be kept generally free of debris. General exterior house appearances shall be maintained in uniform manner and in good repair (e.g., trim, shutters, downspouts, gutters, roof shingles, siding). (Class B violation)

xi. **Landscaping:** Vegetable gardening is prohibited in the front of all homes. Vegetable gardening in the rear of homes must be kept neat, and pests must be controlled. Should vegetable plants grow above 3 feet in height, there must be a fence or hedging obscuring the view of the vegetable plants from surrounding properties at ground level. Side vegetable gardens will be allowed for an end unit provided they are kept neat, the plants are appropriately staked and tied, and the garden does not extend over or onto the common areas. Shrubs and flowers are not to extend over the property line or over common area property or walks. (Class E violation)

xii. **Storage:** The unreasonable or unsightly storage of material shall not be permitted on patios, porches, decks, common grounds, parking areas, or behind, in front, or at the side of the dwellings. No property shall be used or maintained as a dumping ground for waste. Small recreation vehicles must be stored inside backyard fences below the fence line. (Class D violation)

xiii. **Firewood Storage:** Firewood shall be placed on private property in back of the dwelling on a platform or in a container away from the privacy fences and homes. This is necessary to prevent termites from migrating as well as to inhibit the infestation of rats and other animals. (Class D violation)

xiv. **Holiday Decorations:** Holiday decor is to be removed within 60 days after official holidays are observed. Permanent decorations are considered an architectural change to the dwelling and must be approved by the Architectural Change Committee. (Class D Violation)

xv. **Unit Maintenance:** Properties are to be maintained in a state of good repair by the Owner. If a maintenance problem exists with any individual dwelling which causes or could potentially cause damage to another individual dwelling, or to common area(s), or to their contents, or poses a safety hazard to the occupant(s) of another dwelling, or otherwise violates the founding documents, the Owner of the dwelling with the maintenance problem must take immediate action to remedy the condition. If an appropriate remedy is not made within a reasonable amount of time, the Board or its delegated management agent is authorized, following due process, to gain access to the property, remedy the condition, and charge the Owner for all related costs. A penalty may also be assessed against the Owner for failure to comply with this regulation. (Class A Violation)

IX - WAIVER

No provisions of this Policies and Procedures Handbook shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

X - SEVERABILITY

The provisions of these Policies and Procedures are severable and if any provision or part thereof is held illegal or inapplicable to any person or circumstance such illegality or inapplicability shall not effect or impair any part of the remaining provisions or parts of this document.

XI - MEETINGS, ANNUAL AND BOARD of DIRECTORS

Annual meetings are scheduled on the third Monday evening in October and a written notification of the place, time, and agenda is mailed to the address of record of each Owner.

Meetings of the Board of Directors are generally scheduled in the third week of February, May, August, and November, and at other times as needed. The exact date, time, and place of each meeting may be obtained by calling the Management Company. These are open meetings and all interested Owners are welcome and encouraged to participate.

XII - WHERE TO INQUIRE OR TO COMPLAIN IN MONTGOMERY COUNTY (As of November 1998)

- Abandoned Vehicles (On public streets) (301) 217-6433 or (301) 840-2454
- Abandoned Vehicles (Kinsman View Circle, a private street) (301) 840-2454
- Animal Control & Humane Society (Emergency):

- (Distressed, injured, rabid, sick, threatening, trapped animals, etc.) (301) 279-1694
- Animal Control & Humane Society (General information):
 - (Arrangements for adoption, licensing, neutering, spaying, etc.) (301) 217-6999
- Animal Control & Humane Society (Non-emergency):
 - (Bites, dead, dog defecation, injury, lost/found, medical, strays, etc.)(301) 279-1823
- Cable TV, Montgomery (301) 424-4400
- Consumer Problems (301) 217-7373
- Crime Statistics, Neighborhood (301) 217-4030
- Disturbing the Peace (Non-emergency police dispatch) (301) 279-8000
- Emergency (Police, Fire, Rescue) 911
- Environmental Compliance:
 - (Noise, Illegal Dumping, Air Quality, etc.) (301) 217-2177
- Fire 911
- Home-Based Businesses/Occupations/Professions, Group Homes (301) 217-6280
- Housing Code Enforcement:
 - (Dilapidation, Unkempt/Ill-Maintained Property, etc.) (301) 217-3600
- Information Operator (Montgomery County Government) (301) 217-1000
- Landlord-Tenant Affairs (301) 217-7373
- Miss Utility (To locate or to avoid utilities when digging) 1-(800) 257-7777
- Metrobus/Metrorail Information (301) 637-7000
- Nuisance Wildlife (Animals, not humans) 1-(800) 442-0708
- Parking (Commercial or large vehicles on Kinsman View Circle) (301) 217-6280
- Parking (On public streets; Kinsman View Circle is a private street) (301) 840-2454
- Police, Montgomery County (Emergency) 911
- Police, Montgomery County (Non-emergency dispatch) (301) 279-8000
- Rat Complaints (301) 217-7292
- Rental Facility Licensing (301) 217-3667
- Rescue 911
- Small Claims Court (301) 279-1502
- Solid Waste Services:
 - (Solid, Liquid, Recyclable, Hazardous, Grass, Yard, etc.) (301) 217-2970
- Voter Registration (301) 217-8683
- Zoning (Building, Electrical, Permits, Decks, Signs, Fences) (301) 217-6280

XIII - MANAGEMENT COMPANY AND PROPERTY MANAGER (As of April, 1999)

Chambers Management, Inc.
 Lisa S. Ringler, KFHOA Property Manager
 12051 Tech Road, Suite B
 Silver Spring MD 20904-1999
 Phone: (301) 680-0700
 Email: chmbmgmt@aol.com

XIV - APPENDICES

Appendix A - Exterior Color Key Plan
 Appendix B - Application for Architectural Change
 Appendix C - Vehicle Registration Form
 Appendix D - Kinsman Farm Site Plan
 Appendix E - Montgomery County Zoning Map Excerpt
 Appendix F - Some Information for Sellers of Kinsman Farm Townhomes
 Appendix G - References
 Appendix H - Revision Log

Appendix I - Document Configuration and Format

ADDRESSES 1 THROUGH 145 KINSMAN VIEW CIRCLE SILVER SPRING, MARYLAND 20901

EXTERIOR PAINT COLORS AUTHORIZED BY THE FOUNDING DOCUMENTS OF THE KFHOA

Color Scheme (See street address chart)	Item	Original McCormick Colors <i>Exterior Lustre Acrylic Latex Semi-Gloss House Paint 29-Series</i>	Equivalent Duron Colors <i>Weather Shield External Latex Semi-Gloss</i>	Equivalent Benjamin Moore Colors <i>MoorGlo Latex Semi-Gloss</i>
1	Trim	Wheat #108	(Wheaton Store has formula to mix)	(Wheaton store has formulas to mix)
	Door & Shutters	Deep Forest Brown #224	Deep Forest Brown (Ready-mixed, gallon size only)	
2	Trim	Wheat #108	(Wheaton Store has formula to mix)	
	Door & Shutters	Old Colonial Red #225	Old Colonial Red (Ready-mixed, gallon size only)	
3	Trim	Fawn #117	(Wheaton Store has formula to mix)	
	Door & Shutters	Old Colonial Red #225	Old Colonial Red (Ready-mixed, gallon size only)	
4	Trim	Q8-19D*	(Wheaton Store has formula to mix)	
	Door & Shutters	Deep Forest Brown #224	Deep Forest Brown (Ready mixed, gallon size only)	
5	Trim	Harness Shop Tan #104	(Wheaton Store has formula to mix)	
	Door & Shutters	Georgetown Green #220	Georgetown Green (Ready-mixed, gallon size only)	
6	Trim	Q5-6P*	Chablis #4480W	
	Door & Shutters	Cobblestone Grey #215	(Wheaton Store	
7	Trim	Woodland #112	has formulas	
	Door & Shutters	Q4-62U*	to mix)	

* Color is still available by number from McCormick Paints, but color chip is no longer available and color name is no longer applicable.

As of 7 May 1996, the following are the nearest suppliers of the respective brands. (Ask respective store manager about a Kinsman Farm Homeowners Association discount):

McCormick Paints
9631 Baltimore Avenue
College Park MD 20740
(301) 474-7700
Kinsman Farm # 50-012

Duron Paints
11194 Viers Mill Rd.
Wheaton MD 20902
(301) 949-4777

Benjamin Moore Paints
Superior Paint Center
2200 University Blvd. West
Wheaton MD 20902
(301) 946-0323

RKB 96E07

Kinsman View Circle Odd Street Address	Color Scheme Number
1	3
3	5
5	6
7	7
9	4
11	2
15	5
17	4
19	1
21	7
23	5
25	6
29	3
31	2
33	6
35	5
37	7
39	1
41	3
43	5
45	7
49	6
51	4
53	2
55	7
57	5
59	3
61	1
63	7

Kinsman View Circle Odd Street Address	Color Scheme Number
67	5
69	3
71	1
73	7
75	5
77	4
79	2
81	6
101	6
103	7
105	1
107	3
109	5
111	6
113	7
117	1
119	3
121	6
123	5
125	7
127	2
129	4
133	6
135	2
137	7
139	6
141	5
143	3
145	1

Kinsman View Circle Even Street Address	Color Scheme Number
16	2
18	6
20	4
22	5
24	7
26	1
28	3
32	7
34	5
36	6
38	1
40	3
42	5
44	4
48	7
50	2
52	3
54	6
56	5
112	2
114	4
116	6
118	5
120	7

As you know, adherence to builder-specified exterior color shades and patterns is mandated by the founding documents of the Kinsman Farm Homeowners Association. This includes the exterior trim, front door, shutters, siding and roof of your home.

Originally, certain McCormick Paint colors were used for trim, door, and shutters, and they should provide the best color match.

The McCormick color samples have been provided by the ACC to the Duron and to the Benjamin Moore paint stores listed on the previous page.

Your neighbors and your elected Board of Directors appreciate your cooperation in maintaining architectural harmony. Thank you.

ADDRESSES 1 THROUGH 145 KINSMAN VIEW CIRCLE

SILVER SPRING, MARYLAND 20901

ROOF COLORS AUTHORIZED BY THE FOUNDING DOCUMENTS OF THE KFHOA

Color Scheme Number (See street address chart)	CertainTeed XT25 or CertainTeed FungusBuster 25 Roofing Shingle Color
1, 2, 6	Slate Gray
3	Cedar Brown
4, 7	Oakwood
5	Timber Blend

SIDING COLORS AUTHORIZED BY THE FOUNDING DOCUMENTS OF THE KFHOA

Color Scheme Number (See street address chart)	Replacement Vinyl Siding Manufacturer(s)* and Color(s) (Double 4, 4.5, or 5 inch "Dutch Lap" Style)
1	Make
2	inquiry
3	to
4	KFHOA
5	Board
6	of
7	Directors

Color Scheme Number (See street address chart)	Replacement Aluminum Siding Manufacturer(s)* and Color(s) (Double 4, 4.5, or 5 inch "Dutch Lap" Style)
1	Make
2	inquiry
3	to
4	KFHOA
5	Board
6	of
7	Directors

* As of late 1998, Revere/Gentek, Owens Corning, Heartland/HeartTech, Georgia Pacific, CertainTeed, Alside, AlSCO, Alcoa, and Alcan are among the manufacturers of vinyl, aluminum, or steel siding for residential use in this area.

(This page reserved)

(Use a copier to reproduce this form as needed)

To: Chambers Management, Inc., 12051-B Tech Road, Silver Spring MD 20904 (301) 680-0700

From: _____, Phones - Home: ____-_____, Work: ____-_____

Address: _____,
(Street Address of Owner) (City, State, Zip Code of Owner)

Application Pertains to: _____ Kinsman View Circle, Lot Number _____

Directions: (Please print or type)

Please use the area below to briefly describe all proposed improvements, alterations or changes to your Lot or home. Attach any required permits, and details by sketches, drawings, clippings, pictures, catalog illustrations and other data. Show location of item on your property on a copy of the survey.

Signatures:

Consent of at least four (4) property Owners on Kinsman View Circle who are most affected because they are adjacent and/or have a view of your change is generally required. Should one of your neighbors not consent, please so indicate with the reason for their objection noted in the comments section. Their signatures indicate an awareness of your intent and do not constitute or indicate approval or disapproval by the Architectural Control Committee.

Name: _____ Signature: _____ Street No.: ____ Lot No.: ____

Comment(s)? _____

Name: _____ Signature: _____ Street No.: ____ Lot No.: ____

Comment(s)? _____

Name: _____ Signature: _____ Street No.: ____ Lot No.: ____

Comment(s)? _____

Name: _____ Signature: _____ Street No.: ____ Lot No.: ____

Comment(s)? _____

(Use a copier to reproduce this form as needed)

Owner's Acknowledgements

1. I understand ... that nothing herein contained shall be construed that alterations to land or buildings in accordance with these plans shall violate any of the provisions of building and zoning codes of Montgomery County. Further, nothing contained herein shall be construed as a waiver or modification of any said restriction.
2. ... that any construction or exterior alteration undertaken by me or in my behalf before approval of this application is not allowed; that, if alterations are made, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part; and, that I may be required to pay all legal expenses incurred.
3. ... that any approval is contingent upon construction or alteration being completed in a workmanlike manner.
4. ... that members of the Architectural Control Committee are permitted to make a routine inspection.
5. ... that written notification will be provided to me after review by the Architectural Control Committee.
6. ... that there are architectural requirements covered by the Covenants and a committee review process as established by the Board of Directors.
7. ... that the alteration authority granted by this application will be revoked automatically if the alterations requested have not commenced within 180 days of the approved date of this application and/or completed by any date specified by the Committee.
8. ... that all proposed improvements must meet Montgomery County codes. My signature indicates that these standards are met to the best of my knowledge. I understand that application for all required building permits are my responsibility.
9. ... that any variation from the original application must be resubmitted for approval.

Owner/Applicant Signature: _____, Date _____

Co-Owner/Applicant Signature: _____, Date _____

- Attachments: ___ (1) Sketch, photograph, catalog illustrations, etc.
 ___ (2) Copy of survey marked with change being requested.
 ___ (3) Copies of any permits required by Montgomery County codes.

FOR ARCHITECTURAL CONTROL COMMITTEE USE ONLY

Date Received: _____

Approved: _____, Date: _____

Disapproved: _____, Date: _____

Comments: _____

KFHOA VEHICLE REGISTRATION FORM

(Use a copier to reproduce this form as needed)

For each of up to two (2) vehicles that you intend to park on Kinsman View Circle, fill out forms and mail them to the Management Company. If you replace a vehicle with another, promptly register the new vehicle, and unregister the old (replaced) vehicle by providing its license tag information in the space provided.

License Number _____ State _____ Address _____ Kinsman View Circle
 Make _____ Model _____ Color _____
 Year _____ Owner(s) _____ or Tenant(s) _____ Date ____/____/____

Vehicle Owner(s) Name(s), Address, and Phones:

Name _____ Phones: Home () _____ Work () _____

Name _____ Phones: Home () _____ Work () _____

Street Address _____ City, State, Zip _____

Replaces (if applicable): License Number _____ State _____

Signature(s) _____

Vehicle Policy

(1) **Number of Parking Spaces:** Each of the 82 dwellings is entitled to the use of not more than two (2) automobile parking spaces, as near and convenient to said dwelling as reasonably possible, together with the right of ingress and egress in and upon said parking area. (Class D violation)

(2) **Vehicle Registration:** For each vehicle, the make, model, year, color, license tag number and state, and owner's name, address and phone must be furnished to the Management Company (see PARKING REGISTRATION FORM, Appendix C). Vehicles not registered with the Management Company, and regularly parked in the Association lots, are subject to towing and/or the imposition of Association penalties. (Class D violation)

(3) **Parking:** Except when loading or unloading, vehicles are to be parked only within the painted markings in the parking areas. Because the parking area is so near to the fronts of the homes, automotive exhaust can damage landscaping and easily infiltrate homes. Accordingly, back-in parking is prohibited except for your own vehicle(s) directly in front of your own home. Violators are subject to towing and/or the imposition of Association penalties. (Class D violation)

(4) **Commercial Vehicles** are not permitted in the community except when such a vehicle is actually engaged in loading or unloading or when used by the owner or operator actively engaged in work on the premises of the Association. A commercial vehicle is any motor vehicle and any trailer or semitrailer designed or used for carrying or storing freight or merchandise and every motor vehicle used in any way in the furtherance of any commercial enterprise. A vehicle that is greater than 19 feet in length or 8 feet in height, measured from the extremes of the vehicle, racks, and load, is also defined to be a commercial vehicle. Infraction may result in towing and/or the imposition of Association or civil penalties. (Class C violation)

(5) **Motor Homes, Boats, Campers, House or other Trailers, and Recreational, Farm, Abandoned, Inoperable, or Improperly-Tagged Vehicles** shall not be parked in the common parking areas. Inoperable vehicles are defined to be vehicles which cannot readily be legally operated. Vehicles that remain unmoved for more than 21 days are defined as abandoned. Violations may result in towing and/or the imposition of Association or civil penalties. (Class C violation)

(6) **Towing Policy:** Vehicles found to be in violation of the above rules will be clearly marked (with a sticker or firmly-attached note) to notify the owner(s) that a violation exists. The owner(s) of a marked vehicle should immediately call the Management Company to resolve the situation. If the violation is not corrected, the vehicle may be towed from the community or reported to the police. The owner(s) of a towed vehicle will be responsible for payment of all towing and storage charges. Neither the Management Company nor the Association will be liable for any damages incurred during towing or storage. (Class C violation)

(7) **Immediate Towing:** In addition to the above, vehicles that block other vehicles, or are parked on unpaved areas or in fire lanes (except in the case of a bona-fide emergency) are subject to immediate towing and to the imposition of penalties. (Class C violation)

(8) **Vehicle Operation:** Operation of any motorized vehicle on unpaved areas is strictly prohibited. (Class D violation)

[Insert cropped copy of site plan from original sales brochure, modified to include house address as well as lot numbers]

[Insert cropped copy of zoning map, showing boundaries of lots and of the 3 parcels that comprise the 7 1/2 acres of common properties]

Some Information for Sellers of Kinsman Farm Townhomes

If you are selling your home, you may wish to furnish a copy of this page to your real estate agent, or include it with the "résumé" of your townhouse.

Some History of the Kinsman Farm Community

Kinsman Farm (KF) was developed and constructed between mid 1983 and late 1985. Prior to this, the property was known as Holly View. At its center is a 14-room home, now restored and on the county historic inventory, that is believed to have been built starting between 1780 and 1800. Earlier still, the land was part of Hardings Choice, a grant made to Charles Harding in 1737. The house and 80 surrounding acres, including various fruit orchards, were purchased in 1886, reportedly for \$75 per acre, by Colonel Oliver Dorrance Kinsman and his wife, the former Emma Richardson. Among previous owners were Joseph H. Bond, owner of the mill at nearby Burnt Mills, and James F. Meline, comptroller of the U.S. currency. Kinsman, a Civil War officer originally from Maine, was with General Sherman in the march to the sea and served on the staff of President Grant's Secretary of War. Kinsman's wife died in 1920 and he in 1929. The home was occupied by their daughters until 1971, part of the original Kinsman property having by then been sold and developed. Afterwards, heirs rented out the heavily-wooded property for about 10 years. Now, the old house on one acre is nearly surrounded by 82 townhomes whose architectural styles are named after the 4 daughters, Olive, Angela, Lucretia, and Elinor. The Owners of these 82 homes comprise the membership of the Kinsman Farm Homeowners Association (KFHOA). The development itself is nearly surrounded by mostly wooded areas which are part of the commonly-owned grounds of the KFHOA and which include two tributaries of Northwest Branch. The common areas total about 7 1/4 acres.

Original Sales Advertisement

The Saturday May 19, 1984 real estate section of the Washington Post carried an advertisement with the headline: "Grand Opening at Kinsman Farm in Silver Spring." The ad went on to state the following:

"Right off the beltway, on the historic sight of a Civil War farm ... Victorian style townhomes offer 3 full levels of living space styled to today's life-styles. Step-down living rooms, cathedral-ceilinged master suites, recreation and family rooms, country kitchens, up to 3 bedrooms and 2 1/2 baths offer luxurious amounts of living space. All in a quiet setting moments from the beltway."

For Hikers and Naturalists

Overlooked by the 1984 advertisement were the outdoor opportunities along Northwest Branch. Trailheads are less than a 5 minute walk from Kinsman View Circle. In Northwest Branch linear park there is a narrow fall line gorge about 6 miles long. Through this lovely gorge runs the Northwest Branch, mostly hidden from the surrounding development. Beyond the beltway this stream valley park is undeveloped and heavily wooded. It is possible to walk northwest on natural-surface trails for about 4 miles from the site of Burnt Mills (adjacent to Route 29) to the horse stables at Wheaton Regional Park without seeing a road or (in the summer) any buildings. This portion of the park encompasses about 385 acres. Deer, beaver, waterfowl and other fauna can be seen. In the opposite direction, if Route 29 is crossed, it is possible to hike southeast for about 4 miles to Adelphi Mill. Just inside the beltway, the natural trail becomes a paved (asphalt) hiker-biker path. Of the Burnt Mills portion of the gorge and cascade, Theodore Roosevelt wrote in a 1904 letter to his son: "[It] is a beautiful gorge, deep and narrow, with great boulders and even cliffs. Excepting Great Falls it is the most beautiful place around here." For more information, see Chapter 30, "Northwest Branch," in Alan Fisher's *Country Walks Near Washington*, published in 1996 by Rambler Books.

Canoeing

Edward Gertler describes the Northwest Branch as "the aesthetically redeeming silver lining in the dismal cloud of the Anacostia Basin." He singles out an 8-mile section that begins 1/2 mile from Kinsman Farm and ends in Hyattsville as "a worthwhile choice for the [local] paddler who wakes up from an all night rain and wonders what to paddle." Gertler says that the gradient is 25 feet/mile, and that the stream is runnable only within 24 hours of a hard rainfall. He gives it a difficulty rating of 1 to 3. For details, map, and precautions, consult pages 135-137 of his book: *Maryland and Delaware Canoe Trails: A Paddler's Guide to Rivers of the Old Line and First States*, published in 1996 by Seneca Press.

Historical Price Comparisons

In assessing previous sales prices, it is important to note that the dwellings on Kinsman View Circle vary in gross interior square footage by as much as 20%. Also, lots vary in size from 1500 to 2669 square feet.

Appendix G - REFERENCES

- 1) *Articles of Incorporation of the Kinsman Farm Homeowners Association, Inc.*, 21 March 1984, 10 pages, Certificate of Correction, 5 November 1984, 6 pages.
- 2) *Declaration of Covenants, Conditions and Restrictions of the Kinsman Farm Homeowners Association, Inc.*, 1984, 20 pages.
- 3) *Bylaws of the Kinsman Farm Homeowners Association, Inc.*, 1984, 19 pages.
- 4) *Common Ground Usage Rules of the Kinsman Farm Homeowners Association, Inc.*, October 1987, 3 pages.
- 5) *Architectural Control Review Procedures of the Kinsman Farm Homeowners Association, Inc.*, October 1987, 7 pages; Revision A, 21 July 1997, 15 pages.
- 6) *Waste Prevention, Recycling and Refuse Collection*, Montgomery County Department of Solid Waste Services, 1996, 48 pages.
- 7) *Neighbor Law: Fences, Trees, Boundaries and Noise* by Cora Jordan, 2nd ed., Berkeley: Nolo Press, 1994. Montgomery County Library Call No. 346.0432 JOR 1994.
- 8) *Housing and Building Maintenance Standards*, Chapter 26, Montgomery County Code, November 1997, 34 pages.
- 9) *Motor Vehicles and Traffic*, Chapter 31, Montgomery County Code.
- 10) *Landlord Tenant Relations*, Chapter 29, Montgomery County Code, September 1994, 70 pages.
- 11) *Solid Wastes*, Chapter 48, Montgomery County Code, 47 pages.
- 12) *Zoning Ordinances*, Chapter 59, Montgomery County Code.
- 13) *Old Homes and History of Montgomery County, Maryland*, by Roger Brooke Farquar, 1962, page 182.
- 14) *Country Walks Near Washington*, by Alan Fisher, Rambler Books, 2nd edition, 1996
- 15) *Maryland and Delaware Canoe Trails: A Paddler's Guide to Rivers of the Old Line and First States*, by Edward Gertler, Silver Spring: Seneca Press, 4th edition, 1996, 284 pages.

Appendix H - REVISION LOG

Date	Changes/Additions/Corrections	Rev
1 Oct 87	Original issues of both the Architectural Guidelines and the Common Ground usage rules.	-
21 Jul 97	Architectural Guidelines: Video reception antennas per Telecommunications Act of 1996; Deck dimensions, shading, and structure; Siding replacement; Appended the color key plan and the application.	A
18 May 99	Revised, expanded the Common Grounds usage rules, combined them with Architectural Guidelines, and incorporated a process for enforcing compliance, including potential penalties. Combined all into this policy handbook.	-

Appendix I - WORDPROCESSOR FILENAMES AND FORMATS (CONFIGURATION CONTROL)

This document, excepting graphics, currently exists as a WordPerfect 5.1 for DOS file as follows:

Filename: HANDBK50.WP5 Size: 151,870 bytes Date: 18 May 1999 Time: 11:00:00 AM

We hope you find this booklet helpful and we wish to encourage your active participation and cooperation with the Association. If you are interested in becoming a board member, or want to join one of the various committees, please contact a current board member or our Management Company for information. Remember, your help and cooperation is needed to keep Kinsman Farm a nice place to live.