

QUINCE ORCHARD PARK COMMUNITY ASSOCIATION

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**RULES AND REGULATIONS CONCERNING DUE PROCESS
AND DISPUTE RESOLUTION**

WHEREAS, Article 7, Section 7.1 of the By-Laws of Quince Orchard Park Community Association (“Association”) grants the authority to the Board of Directors to adopt and publish Rules and Regulations governing the use of the Community Property and Facilities and the personal conduct of the owners and their guests thereon and to establish penalties for any infraction thereof;

WHEREAS, Article 21, Section 4 of the Declaration of Covenants empowers the Board of Directors to enforce, by any proceeding at law and/or equity, all restrictions, conditions, covenants, reservations, easements, liens, fines, charges, or other obligations or terms imposed by the legal documents and rules and regulations of the Association;

WHEREAS, Article 21, Section 4 of the Declaration of Covenants empowers the Board of Directors to levy fines against an Owner for violation of the rules and regulations of the Association or breach of the Covenants;

WHEREAS, the Board of Directors desires to establish a uniform policy for due process and dispute resolution;

NOW, THEREFORE, BE IT RESOLVED that due process and dispute resolution procedures as written below are hereby adopted by the Board of Directors:

**RULES INFRACTIONS UNRELATED TO MODIFICATIONS OR MAINTENANCE
ISSUES ON HOMES OR LOTS**

1. A continuous violation is defined as an infraction that occurs without abatement over a period of time. A recurring violation is defined as any violation that is not continuous but occurs more than once.
2. When the Board of Directors or its agent shall become aware of an alleged violation of the Declaration, By-Laws or Rules and Regulations of the Association, a letter shall be sent to the owner of the lot involved via first class mail, providing notice thereof and giving a fifteen (15) calendar day period from the date of the letter to permanently cure the violation. The letter may request that the owner notify the Board or its agent, in writing, that the violation has been corrected and will include a statement advising that any further or continuing violation may result in the imposition of sanctions after notice and an opportunity for a hearing has been provided.

3. If the violation has not been corrected within the fifteen (15) calendar day period or has recurred within one (1) year of the initial letter, it shall result in the issuance of a second letter, to be known as a “Cease and Desist Letter”. Any Cease and Desist Letter to be issued by the Board of Directors shall notify the owner that the violation has continued for longer than fifteen (15) calendar days or has recurred and shall advise the owner of the action necessary within fifteen (15) calendar days to correct or otherwise abate the violation. The Cease and Desist Letter shall be sent via first class mail and shall identify the procedures for requesting a hearing with the Board of Directors, the period of time for requesting a hearing (which may not be less than ten (10) days, and the enforcement actions that can be taken pursuant to the Declaration, By-Laws, and this Rule if the violation is not corrected or continues.

If the violation is abated within the fifteen (15) calendar day period identified in the Cease and Desist Letter or does not recur for a period of one (1) year from the date of the Cease and Desist Letter, no further action shall be required and the matter shall be deemed to have been resolved.

MODIFICATIONS OR MAINTENANCE VIOLATIONS ON HOMES OR LOTS

1. An architectural violation is defined as a modification to the exterior of a home or lot that does not comply with the Design Guidelines, Declaration of Covenants or Bylaws of Quince Orchard Park. A maintenance violation is the failure to maintain a home or lot in a manner consistent with good property management.
2. First Notice of Violation – Should the Board of Directors or its agent become aware of an architectural or maintenance violation, a letter shall be sent to the owner of the lot involved via first class mail, providing notice thereof and giving a thirty (30) calendar day period from the date of the letter to permanently cure the violation. The letter may request that the owner to notify the Board or its agent, in writing, that the violation has been corrected.
3. Second Notice of Violation - If the violation has not been resolved within thirty (30) calendar days of the date of the First Notice, a Second Notice will be issued giving a thirty (30) calendar day period from the date of the letter to permanently cure the violation. The letter may request that the owner notify the Board or its agent, in writing, that the violation has been corrected and will include a statement advising that failure to correct the violation may result in the imposition of sanctions after notice and an opportunity for a hearing has been provided.
4. Third Notice of Violation – If the violation has not been resolved within thirty (30) calendar days of the date of the Second Notice, a Third Notice will be issued advising the homeowner of the Association’s intent to begin imposing fines if the violation has not been permanently corrected within fifteen (15) days

of the date of the letter. The homeowner must notify the Board or its agent, in writing, that the violation has been corrected. The Third Notice shall be sent via first class mail and shall identify the procedures for requesting a hearing with the Board of Directors, the period of time for requesting a hearing (which may not be less than ten (10) days, and the enforcement actions that can be taken pursuant to the Declaration, By-Laws, and this Rule if the violation is not corrected.

5. Self-Help - The Board of Directors may choose to correct a maintenance violation on a home or lot and charge the actual cost to that owner in accordance with Article V, Section 3 of the Declaration of Covenants. Except in the case of an emergency, such action will be taken after reasonable notice and an opportunity to cure the problem has been given to the owner. In most instances, reasonable notice is considered to be ten (10) days written notice to the homeowner, which shall begin as of the date of the notice and not the date of receipt of the notice.
6. **Due to the large number of homes in Quince Orchard Park, it is not possible to regularly reinspect each property to determine if a violation has been resolved. All violations will remain open until the Association has been notified by the homeowner, in writing, that the issue has been addressed and the management agent has confirmed this to be the case.**

SAFETY VIOLATIONS

1. A safety violation is defined as any violation that could create an immediate safety hazard or health risk to the property owner(s) or other individuals.
2. In cases in which a violation also constitutes a safety hazard or health risk, the Board of Directors may choose to impose an alternate fining schedule in the amount of up to twenty-five dollars (\$25) per violation per day. Should the Board consider a violation to be a safety hazard or health risk, this will be identified in a Cease and Desist Letter that is sent to the owner. Examples of health or safety hazards include excessive dog feces, dumped or stored trash and home maintenance violations that, if left unresolved, could result in harm to individuals or property.

FINES AND ENFORCEMENT

1. The owner is encouraged to respond to any letter or notice issued pursuant to this Rule. The Association will offer reasonable extensions of time for resolution of the matter on a case-by-case basis and if requested by the homeowner. If the homeowner disputes a letter or notice, written notice to this effect must be sent to the Board of Directors, via its agent, for review.
2. Fines will be assessed in accordance with the schedule of fines attached as Appendix A of this document.

3. The Board of Directors may file suit or otherwise pursue collection action for the collection of any fines levied and any costs or damages which may be incurred as a result of the failure to comply. A fine shall be assessed against the owner of the lot connected directly or indirectly with the violation, whether or not the violator is an owner of that lot.
4. The imposition of a fine(s) shall not be considered an election of remedies. The Board of Directors may take any and all actions available to the Association by law or equity. This action may include, but not be limited to, self-help, Court action, or referring the violation to the appropriate government agencies for follow-up action.
5. Notwithstanding any provision herein to the contrary, the Board of Directors, in its sole discretion, and at any time, may impose a fine and/or sanctions without a hearing as long as the owner is notified, in writing via first class mail, that he/she has a right to a hearing. If a hearing is requested in writing by the owner within fourteen (14) calendar days of any Cease and Desist Letter or any other Notice imposing a fine and/or sanction in which there has not already been a hearing on the matter, the collection of the fine and/or sanction shall be held in abeyance until there is a hearing called on the matter and a decision of the Board of Directors is made.
6. Decisions made by the Board of Directors as a result of a hearing are final. The Board of Directors will conduct one hearing per violation and will not revisit any previous decision made unless necessary to consider information not previously available when the original hearing was conducted.
7. Enforcement action as described herein shall continue until the violation has been permanently corrected or has not recurred for a period of one year from the date of the Cease and Desist Letter or initial notice. Should a violation be corrected, but then occur again within one year of the date of the initial notice of violation, enforcement procedures as outlined herein shall continue with no further right to notice or hearing.
8. The failure to act by the Board of Directors shall not constitute a waiver of the right to enforce such provision in the future.
9. The Association shall be entitled to reimbursement for attorney's fees and costs in connection with enforcing any provisions of its governing documents.
10. Any party who has a dispute with Quince Orchard Park (which is separate or different than the dispute initiated or conducted by Quince Orchard Park) shall file a written description or notice of the dispute, including the relief requested, with the Board of Directors, to the attention of its managing agent. At present, such notice shall be sent to The Management Group Associates, 20440 Century Boulevard, Suite 100, Germantown, Maryland 20874-7115. Quince Orchard Park may provide Notice of Dispute forms. However, no party shall be disqualified for failure to use such forms

provided the notice is sufficiently clear and complete. If a Notice of Dispute is filed by a party, the procedures herein, including a right to hearing, shall be followed.

This policy resolution is adopted this 10th day January, 2023.

/s/ Lara Adhami
Board Secretary

January 10, 2023
Date

QUINCE ORCHARD PARK
APPENDIX A - SCHEDULE OF FINES
Last Revised: June 9, 2020

DEFINITIONS

- Modification:** Any change to the outside of a home or the yard that requires approval per the Design Guidelines or Legal Documents
- Architectural Change Request (ACR):** The document used to obtain approval for a proposed modification
- ACC:** The Committee responsible for reviewing and deciding on ACR's
- Design Guidelines:** The document that describes the types of changes that can be made to your home or yard, with or without prior approval
- Legal Documents:** The Declaration of Covenants, Bylaws and Articles of Incorporation for Quince Orchard Park
- Board of Directors (Board):** Board of Directors for Quince Orchard Park
- Maintenance Issue:** Repairs or restoration needed to existing structures or the yard.

SECTION A

- Was a modification made without first submitting an ACR and getting approval from the ACC?
- Was a modification made or started before the ACC made a decision on your ACR?

All modifications **\$150** **Fine to be assessed at the time modification is first cited.**

The fine will not be waived once it is charged, unless extenuating circumstances exist as determined by the Board.

SECTION B

- Did the ACC disapprove your ACR after a modification was made or started?
- Was the modification that was made different than what was described on your approved ACR?
- Is the modification made one that is not allowed per the Design Guidelines or legal documents?

The fines listed below are in addition to those added per Section A, if any.
The fine to be charged will vary based on the type of modification that was made.
In case of multiple modifications, multiple fines may be charged.

Type of Modification	Is this a new modification to your home/yard?		Is this a modification to your original home/yard or to something that was previously approved?	
	Example:	A new deck		
Additions, including greenhouses & sunrooms		\$3,000	\$1,500	
Air Conditioning/Heat Pumps		\$500	\$250	
Attic Ventilators and Turbines		\$150	\$150	
Awnings		\$250	\$250	
Basketball Apparatus		\$250	N/A	
Brick & Siding (new)		\$500	\$500	Modifications include painting or staining
Carpeting		\$250	N/A	
Chimneys & Metal Flues		\$150	\$150	
Clotheslines		\$75	N/A	If installed in an unapproved location
Decks/Patios		\$1,000	\$500	
Dog Houses & Dog Runs		\$150	N/A	
Driveways/Concrete Stairs/Paths/Walkways/Stoop		\$500	\$200	Modifications include painting or staining
Entry Doors, including sidelights		\$500	\$250	
Exterior Decorative Objects		\$50	N/A	
Exterior Lighting		\$150	\$150	
Fences		\$1,000	\$500	

Type of Modification	Is this a new modification to your home/yard?		Is this a modification to your original home/yard or to something that was previously approved?	
	Example:	A new deck	Adding a pergola to an existing approved deck	
Flags & House Mounted Flagpoles		\$50	\$50	
Flagpoles (freestanding)		\$500	N/A	
Garage Doors		\$500	\$250	
Gutters & Downspouts		\$250	\$250	
Hot Tubs & Spas		\$500	\$500	
House Numbers & Hardware		\$150	\$150	
Outdoor Carpeting		\$150	N/A	
Outdoor Structures (e.g. arbors, gazebos, pergolas)		\$500	\$250	
Painting or Staining Color Changes		\$150	\$150	
Patio Doors		\$250	\$150	
Porches & Entryways		\$750	\$250	
Rain Barrels		\$100	\$50	
Recreation & Play Equipment		\$350	\$150	Excludes basketball equipment
Retaining Walls		\$250	\$150	
Roofs		\$1,500	\$1,500	
Satellite Dishes		\$150	\$150	If installed in an unapproved location or larger than permitted
Security Bars		\$250	N/A	
Security Cameras		\$75	\$75	
Sheds & Storage Structures		\$350	\$350	
Shutters		\$250	\$150	Excludes changing paint color
Solar Panels (ground mounted)		\$350	N/A	
Storm & Screen Doors		\$150	\$150	
Swimming Pools		\$3,000	N/A	
Landscaping		TBD	TBD	To be determined by Board of Directors on a case by case basis
Windows		\$1,500	TBD	To be determined by Board of Directors on a case by case basis
All items not mentioned above		TBD	TBD	To be determined by Board of Directors on a case by case basis

If the violation remains open one year after the first fine is charged, additional fines will be added per Section C.

The fine can be appealed to the Board to be reduced or waived after approval is received for the modification or it is permanently removed.

SECTION C

- Were you fined for a violation per Section B and is the issue unresolved 365 days after the Section B fine was charged?

All modifications **\$200 per month, or a different amount at the discretion of the Board**

These fines will not be waived or prorated once they are charged.

These fines will continue even if an extension of time is requested to resolve the matter.

SECTION D

- Is there something on your home or in your yard that requires maintenance, and this maintenance has not been done?

Initial Fine	\$150
Monthly Fine	\$150
If corrected by QOP	Actual Cost

The initial fine will be added on Day 1 after the time period requested for the maintenance to be completed has expired.
The monthly fine will be added on Day 1 and each month thereafter until the needed maintenance is completed.
These fines will not be waived or prorated once they are charged.
These fines will continue even if an extension of time is requested to resolve the matter.

SECTION E

- Is there an infraction of a Quince Orchard Park rule that is not related to a modification or maintenance?

Recurring Violation (one that is not continuous but occurs more than once)

Initial Incident	\$150 or at the discretion of the Board
Second Incident	\$175 or at the discretion of the Board
Third Incident	\$200 or at the discretion of the Board
Each Incident Thereafter	\$250 or at the discretion of the Board

Continuous Violation (one that occurs without abatement over a period of time)

First Month	\$150 or at the discretion of the Board
Second Month	\$175 or at the discretion of the Board
Third Month	\$200 or at the discretion of the Board
Each Month Thereafter	\$250 or at the discretion of the Board

These fines will not be waived or prorated once they are charged.
These fines will continue even if an extension of time is requested to resolve the matter.

