FRHA Rules & Regulations

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Forest Run Homeowners Association (FRHA)
Rules & Regulations: Approved 2/21/2024

1. Good Neighbor

a) It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot and Limited Common Property. There shall not be maintained any plants or animals or devices or thing of any sort whose activities or existence in any way are noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property. Unit Owners, their tenants, guests, or other invitees shall be considerate of others and sensitive to:

i) Creating excessive noise or activity inside and/or out that disturbs other unit Owners or posing a safety hazard.
ii) Traversing across a neighbor's Limited Common space unnecessarily.
iii) Releasing pungent odors (i.e., cigarettes, cigars, marijuana, chemical fumes) that may penetrate windows or walls of adjacent townhouses.
iv) Individuals who are experiencing problems (parking, pets, good neighbor conflicts, etc.) must address the issue with the offending neighbor.

2. Communication

a) Communication among neighbors and the Association administration is critical for a sense of community, safety, and the efficient delivery of services. Interactions (meetings, e-mails, mailings, conversations, etc.) among neighbors, Board members, the Property Manager, and workmen on the grounds are to be cordial and business-like. No Board Member or resident is to instruct or interfere with any contractor or their employees' performance; all communication in this regard is to go through the Property Manager.

i) All homeowners are to have access to Association documents. These can be found through the FRHA's secure Website Library (www.forestrunassociation.com), which is available 24/7 and updated regularly. The other option is to contact the Property Manager and arrange an inspection by appointment.
ii) For the purposes of emergency operation, all residents living in FRHA must provide contact information of phone and email to the Property Manager. Upon request, this information can remain confidential.
iii) The Association Directory is for homeowners' convenience and official FRHA business only. It is absolutely not for public knowledge, nor is it to be manipulated to solicit goods or services or used as a platform to air grievances or political positions at large.
iv) The FRHA05495@gmail.com provides immediate access to Board members and the Property Manager regarding Association business or maintenance concerns. Please direct all concerns here.
v) The Homeowner's Guide was designed as a quick user-friendly reference for homeowners without the heavy reading of the Declarations and By-laws, but it does not replace them.
vi) The Board has 14 days in which to consider and reply to a request unless an emergency situation exists.

3. Website

a) As the website is the internet presence of Forest Run Homeowners Association, it is under the management of the FRHA Board, and the webmaster takes direction from the Board. The Website is to be used as a resource of Associations documents, such as announcements, contact list, library, meeting minutes, rulings, and contracts. All members of the Association shall have access to the secure website upon request. Concerns regarding website or its operation should be brought to the attention of the Board.

4. Meetings

a) Per the Vermont Common Interest Ownership Act, the time, place, and agenda of Board meetings is to be announced no earlier than sixty (60) days and no later than ten (10) days before the meeting. All homeowners have the right to attend and have an opportunity to be heard. All attendees are expected to conduct themselves in a respectful manner and follow the protocol of Roberts Rules of Order.

5. Oversight

a) The Property Manager and the Board must assess the physical condition of the Property at least once a year to develop a maintenance action plan, prioritize, and strategize future budgetary needs. In the interest of transparency, a general report of the walk-around findings will be made available to the Association with individual identifying factors removed to protect privacy. If there is an emergency or an issue of liability, action must be taken immediately.
   i) Evaluations must be based on Standards that include both Association and Homeowner responsibility. Customary administrative practices, expectations, and procedures must be outlined and enacted uniformly.
      (1) Due to privacy concerns, walk-arounds will be announced.
      (2) The Property Manager and at least one Board Member will do the inspection; one person shall serve as scribe.
      (3) Language of the assessment, both oral and written, shall be objective.
   ii) Regarding any part of the Property and Limited Common Property for which an Owner is responsible, specifics will be noted on what needs to be addressed, and the Owner will then be advised in accordance to the procedure below
      (1) Notice to the Owner: Written notice must be properly issued, citing what standard is not being met, a description of what remedy needs to take place to bring the areas or behaviors into compliance, and a mutually agreed upon target date to complete the correction.
      (2) Response from the Owner: The Owner or tenant will have ten (10) days to acknowledge the notice, identify a plan of action, and confirm the closing date for completion.
      (3) Review by the Board: Towards the end of the deadline period, the case will be reviewed for completion.
   iii) Regarding any part of the Property and Limited Common Property for which the Association is responsible,
      (1) Specifics will be noted in the form of Action Plans drafted by the Board and the Property Manager identifying what needs to be addressed.
      (2) The items will be prioritized allowing for extenuating circumstances.
      (3) The Action Plans, including target dates for completion, will be posted to the community.

6. Conformity

a) To maintain cohesiveness in the neighborhood, exteriors of buildings must maintain uniformity. As with all changes, the homeowner must alert the Board and the Property Manager when replacement or alteration is needed and being done on Limited Common Property. Any unapproved change risks having to be reverted immediately to its previous state at the Owner's expense. All homeowners must abide by specific regulations detailed below.
   i) Light Fixtures/House Numbers/Door Hardware: Black
   ii) Deck Color: All paint, stain, sealants, or composite deck colors must be clear, brown, or gray.
   iii) Storm Door Color: Almond
   iv) Front Door Colors:
      (1) Red: Benjamin Moore Exterior Palace Arms Red (CW-255) in Semi-Gloss
      (2) Black: Benjamin Moore Exterior Black (2132-10) Paint in Semi-Gloss
   v) Shutter Color: Black
   vi) Awning Color: Black, Terra Cotta, and Forest Green
   vii) Windows: All windows will match existing color, type, and grids.
   viii) In the event colors/styles are no longer available, please contact the Board.

7. Alterations

a) Before any changes are made to the exterior of a condo or any Common area (for example: gardens, decks, lights, air conditioners), by law, Owners must make an application to the FRHA Board for permission to do so. Proposals must be made in writing (including a diagram, a description, and proposed timeline); the Board has 14 days in which to consider and reply unless an emergency situation exists.

i) All alterations to dwellings must comply with all applicable permits, codes, laws, ordinances, rules, and regulations, and be in a manner consistent with the exterior appearance, quality of construction, and landscaping with the original Dwelling to which the alterations are made.
ii) No alterations or improvements, including alterations of original paint color of Dwellings or other Buildings, may be made without the written approval of the Board of Directors, which approval shall not be unreasonably withheld.
iii) No alterations or improvements may be made which would impair the structural integrity or mechanical systems or lessen the support of any portion of the property.
iv) Any construction that is not part of the original condominium building will remain the responsibility of the Owners. This applies to repairs, cosmetic maintenance, and insurance. All modifications from original construction will remain on file with the Property Manager.
v) All contractors hired by a homeowner must have a Certificate of Liability (COL) provided to the Property Manager or Board prior to work being performed.
vi) Any unapproved change to a building, deck, or landscaping risks having to be reverted immediately to its previous state at the Owner's expense.

b) Regarding Satellite Dishes
i) The homeowner is required to sign a document that states he/she will be responsible for any repair/damage to the roof, exterior, or interior of the unit caused by the installation.
ii) No TV dishes can be left installed on the top of any roofs or on the grounds of any buildings if they are not being used.

c) Regarding Private Plantings and Gardens
i) Unless a new owner contracts to assume the responsibility, private gardens and plantings must be removed and the grounds returned to its original state before a unit is sold.

8. Repair

a) Maintenance, repair, and replacement of the property are the combined responsibility of Owner and Association. Communication and protocols are to be clear with accountability from both parties.
i) Owner's Responsibility to FRHA: When a Unit Owner identifies an interior or exterior problem covered by Association, the Unit Owner must give Notice to the Association:
(1) Report the problem promptly in writing; suggestion is ASAP to not more than fourteen (14) days,
(2) Provide Association agents or employees admittance to the Unit to assess the problem,
(3) Permit access to do repairs in a timely manner,
(4) Be persistent in pursuing resolution if the repair was unsuccessful, and actively prevent further deterioration.
ii) FRHA's Responsibility to the Owner: The Association must:
(1) Acknowledge receipt of this request.
(2) Arrange inspection of the problem.
(3) Schedule repairs in a timely manner or explain why repair is deferred.
iii) Definition of Default: The Association will be relieved of any obligation to repair or restore if the Owner:
(1) Fails to report or neglect a problem more than fourteen (14) days past onset.
(2) Is uncooperative or unreasonable, i.e., puts off workers' access to accomplish restoration within sixty (60) days, or within the time line of contractor availability.
(3) Does not follow through with the Board or the Property Manager after the problem is reported, and/or allows damage to compound.
iv) Non-Compliant Status: If a condition or behavior remains unresolved or unchanged, or the individual did not demonstrate good faith intention to remedy the problem, did not produce an action plan or initiative, was passively non-responsive, non-communicative, or openly refused to correct the issue, the Board may deem the Owner non-compliant or in default. At this time, a certified letter will be sent to the Owner or tenant which:
(1) Outlines the steps the Board took to get the identified condition or behavior up to Standard (re-statement of the Notice to Owner),

(2) Imposes the non-negotiable consequences the Board has deemed appropriate as allowed by Declaration XV: Compliance and Default Section A.

9. Windows and Doors

a) Each Lot Owner shall be responsible for the maintenance, repair, and replacement of all exterior windows, window casings, window frames, and sliding glass doors, casings and frames which are located upon said Lot Owner's Unit.
   i) This responsibility includes screen/glass replacement and repair (screen/storm doors, window, and deck screens) and hardware (cranks, locks, etc.).
   ii) In the interest of uniformity, quality control, and appearance, all window replacements will match existing color, type, and grids.
   iii) Due to the fact windows and doors involve an exterior element, the homeowner must alert the Board and the Property Manager when replacement is needed and being done by submitting the Windows Replacement form.

10. Parking

a) Standard All residents shall abide by these regulations as follows:
   i) Only registered automobiles or trucks may be parked, stored, or maintained in the Lot's driveway or other area specifically reserved by the Association. All other vehicles (automobiles, boats, snowmobiles, trailers, campers, trucks, vans, motorcycles, recreational vehicles, etc.) must be kept in the Lot's garage.
   ii) During snow plowing season, if a vehicle remains parked in an area to be plowed, the driveway or parking space will not be cleared. It then becomes the homeowner's responsibility to remove the snow.
   iii) All vehicles on the Property must display current registration plates.
   iv) The following requirements apply to Forest Run Road:
      (1) Units 5, 8, 9, 12, 15, 18, 19 have exclusive rights to spaces next to them.
      (2) Parking curbside is prohibited except for brief loading or unloading.
      (3) It is the responsibility of Owners to guide visitors to parking areas at the beginning of the road or the end of the road.
   v) Overflow parking is for the temporary use of homeowners. Absentee Owners are not allowed to park (or long-term store) vehicles there. Cars and pickups only, no campers, boats, and/or recreational vehicles.
   vi) Vehicular parking for guests and invitees upon the Common Property may be regulated by the Board of Directors.

11. Garage Use

a) The Owner's Garage shall only be used for the parking of a registered operable vehicle and shall not be structurally altered or converted for other purposes. Routine maintenance of the garage door and opener (springs, lubrication, gaskets, etc.) is the homeowner's responsibility. Municipal restrictions apply:
   i) All residents must abide by regulations as specified by the Williston Town Planning Commission and/or the FRHA Declarations (VII:N).
   ii) Garages may be used for the storage of items and materials customarily stored in garages attached to single family residences as long as the storage of such items does not preclude the parking of an automobile in the garage. This provision may not be amended without the approval of the Town of Williston Planning Commission.
   iii) Should this covenant not be properly enforced by the Association, the Town of Williston may initiate legal action for injunctive or other legal relief against the offending Lot Owner, and such Owner shall be responsible for the Town's cost of enforcement, including reasonable attorney's fees, if the Owner is found by a court of competent jurisdiction to be in violation of this covenant.

12. Garden Maintenance

a) All grounds are the property of the Association and thus are subject to supervision by the Board and/or the Property Manager. The overall impression of the landscaping must be one of neatness and care throughout the growing season. Flowers/gardens planted anywhere by Owners (such as bulbs, perennials, and annuals) are the Owner's responsibility. If you plant flora in any association garden bed to the point where you own the majority of the vegetation, and/or the landscaping contractor says they will no longer maintain it, then the bed becomes your total responsibility. This will consist of all care & costs, including weeding and mulch. Questions regarding responsibility for maintenance can be addressed to the Property Manager.
   i) Regardless of the style of gardening, all plants and beds must show evidence of regular attention by weeding, deadheading, and watering.
   ii) All bushes and trees integrated within private gardens are the homeowner's responsibility to prune and/or shape neatly. They may not lean or brush up against buildings, roofs, and privacy walls, nor should they interfere with lawn maintenance.
   iii) Mulching in private beds is optional but should be of the same color and kind as used throughout the Common Areas.
   iv) No plantings should pose a liability issue.
   v) All garden waste must be properly disposed of (by law, it may not go in the trash), and left nowhere on Common Grounds or behind utility boxes.
   vi) Replacement of Association dead bushes or trees is at the discretion of the Board, and only if the adjoining homeowner agrees to water the new plant until it is established.
   vii) Homeowners are to comply with corrections identified by the Board and/or the Property Manager within the time identified to bring gardens and plantings up to standard.

13. Deck Maintenance

a) All decks and their railings, fences or lattice are the responsibility of the homeowner and are subject to supervision by the Board and/or the Property Manager. If attention is needed, homeowners are to comply with corrections within a reasonable time. All decks and their railings, fences or lattice must show evidence of:
   i) Regular sanding, staining, or painting of wooden elements as needed.
   ii) Being kept in good repair.
   iii) Deck replacement is the homeowner's responsibility.
   iv) Decks should pose no liability.
   v) They should have proper drainage and be mold-free.
   vi) All composite and wooden decking, vinyl and/or wooden railings, lattice, and fencing, must comply with the established color standard.

14. Holiday Décor

a) Holiday specific décor should not be displayed sooner than 30 days before nor later than 30 days after the relevant holiday.

15. Pets

a) The Association follows the Town of Williston Pet Control Ordinance regarding pets. Owners are responsible for damage, liability, or physical injury caused by their pets. Those that need outside access, such as all dogs and any cat who cannot tolerate indoor confinement exclusively, are restricted to two per household.
   i) Pets are limited to Owner-occupied units only; none are allowed in rental units.
   ii) Dog waste is to be cleaned up promptly anywhere on the grounds, including back yards.
   iii) Visitors who come with their dogs need to be advised of these protocols.
   iv) If pet concerns cannot be resolved between neighbors, the next step is to bring the complaint to the Town

16. Wild Animals and the Feeding of Wildlife

a) Homeowners who enjoy the birds must adhere to the Fish and Wildlife Department's recommendations regarding when it is safe to put birdfeeders out and when to bring them in. Feeding beyond these parameters attracts undesirable wildlife (gulls, crows, skunks, rodents, squirrels, predators that hunt them, bears, etc.).
   i) The Association is not responsible for removal or prevention of intrusion by wild animals.
   ii) Homeowners must clean up the mess left by the animals (waste, weeds propagated by dropped seeds in beds).

17. Yard Sale

a) One yearly neighborhood sanctioned yard sale will be permitted.
   i) The date is to be proposed by the Social Committee and approved by the Board.
   ii) Special requests for sales specific to when a home is sold (or under deposit) will be considered by the Board on an individual basis, and will require adherence to existing sign, parking, and any other regulations that might apply.

18. Dues

a) Dues are factored in as a result of an approved annual budget and are submitted to the Property Manager. Homeowners are to pay Association fees, due on the 1st of the month; submitting payments in advance is acceptable.
   i) Checks not received by the 10th of the month will incur a $20 penalty. This fee may be waived depending on extenuating circumstances or emergency.
   ii) Individuals who arrange automatic payment with their banks are solely responsible for planning enough leeway for processing.
   iii) Fees for NSF returned checks are the responsibility of the homeowner.

19. Violations

a) The Board will notify a homeowner when they are in violation of the Bylaws, Declaration of Covenants, or Rules & Regulations and request corrective action to take place within 15 days. Upon discussion with the homeowner this corrective action period may be extended or waived due to extenuating circumstances at the Board's discretion. At the conclusion of the period if corrective action has not taken place and all Board members agree the homeowner will be subject to the following fine schedule until the violation has been resolved.
   i) Month 1 Installment: Full amount of currently monthly dues
   ii) Month 2 Installment: 10% Late fee applied to current outstanding debt
   iii) Month 3 Installment: 20% Late fee applied to current outstanding debt
   iv) Month 4 Installment: 30% Late fee applied to current outstanding debt
   v) Month 5 Installment: 40% Late fee applied to current outstanding debt
   vi) Month 6: Lien filed with the Town of Williston to cover outstanding debt and attorney and filing fees.

20. Insurance

a) Per the Declaration, the Association carries Property, Liability, and Casualty Insurances, budgeted as a Common Expense. Per Article VII (Mortgagee Protections) Section 7.05 C, Owner's covenant and agree to carry blanket all-risk casualty insurance on their non-Common Property.
   i) It is the responsibility of each Unit Owner to share the FRHA contract with their own insurance agent when discussing an individualized, personal plan to bridge any gaps in coverage.
   ii) Please note that insurance does not cover wear and tear, gradual deterioration, neglect, continuous or repeated seepage of water that occurs over a period of more than 14 days, construction defects, or faulty repairs.

iii) When an insured loss occurs, and the cause is attributable to the act or negligence of an Owner, an Owner's agent, invitees or licensees, then the deductible shall be paid by the Owner.

21. Renting

a) The FRHA is essentially an owner-occupied community, but there are allowances for rentals currently. Units may be rented with the intention that the homeowner plans to return to live in their home. The Second Amendment to the Declaration Article VII.R covers the topic of renting and protocols in their entirety. In brief:
   i) No more than two units may be rented at the same time.
   ii) Leases must be 12 months long.
   iii) Leased premises are for residential purposes only and may be occupied solely by a single family ("Family" consists of parents and children living in a household, individuals related to one another by blood or marriage, or domestic partners) or no more than two (2) unrelated persons identified as tenants on the lease document. An owner-occupied unit with a live-in caretaker is not deemed to be leasing a room when there is no intention of generating income.
   iv) No pets are allowed.
   v) All renters must comply with Association rules or risk eviction.
   vi) No unit Owner or tenant may lease individual rooms or operate a boarding house, a dormitory, or the like.
   vii) Three documents must be on file with the Property Manager: The Rental Lease, the Renter's Statement, and Certificate of Insurance.
   viii) Units will be approved for renting based on a first-come first-serve basis.
   ix) Units may not be rented continuously without Board approval. At least 90 days prior to a lease expiring, the homeowner will need to request approval from the Board to enter a new lease or extend an existing lease. If someone is on the waiting list for a rental, they will be given priority over continuing an existing lease.

22. Selling

a) Condominiums cannot be sold without an official FRHA Resale Certificate from the Property Manager. Specific obligations must be met regarding private beds, plantings, and installations such as satellite dishes.
   i) Two checks must be made out:
      (1) $75 shall be written to the Property Manager directly for paper preparation and is non-refundable.
      (2) A second check, made to FRHA for $100, will be held until any final obligation to FRHA is cleared, at which time the $100 check will be returned.
   ii) A "For Sale" sign may be posted from an inside window, but nowhere outside.
   iii) Before a unit is released for re-sale, the seller is required to remove any satellite dish from the roof and return the exterior and interior of the unit as closely as possible to its pre-installation condition.
   iv) Before a unit is released for re-sale, the seller is required to remove any private gardens and plantings, and return the grounds to grass.
   v) Should a new buyer desire to keep an existing dish (not installed on the roof) and/or wants to keep the gardens, a new Statement of Liability by the buyer must be signed before the seller is relieved of his obligations. This document will be filed with the Property Manager and the Board.

23. Committees

a) The FRHA Board of Directors has established the advisory committees below to seek homeowner contributions to the efficient operations of the association. Each committee will be chaired by a member of the Board, or a homeowner designated by the Board. The Board President will circulate on all committees and assist with cross-functional operations as necessary. All Committee members are expected to act in good faith and be respectful of fellow committee members.

b) Committees are advisory only, meaning they are formal but non-decision-making bodies composed of volunteer homeowners. The objectives of each committee are to give counsel, formulate opinions, and make recommendations to the Board of Directors for the betterment of the FRHA.

c) Each Committee will be asked by the Board of Directors to perform certain tasks, research issues, and coordinate with other committees and/or the Property Manager.

d) All homeowners are welcome to be part of as many Committees as they would like. Homeowners from a single unit may serve on the same or multiple Committee(s). Homeowners may reach out to the Board or the specific Committee Chair if they desire to be included in all meetings and correspondence.

e) To make things easier on the inner workings of each Committee it will be up to the Committee Chair if meetings will be open to non-Committee members, minutes taken and/or distributed.

f) **Committee Breakdown:**

i) Finance Committee

(1) The Finance Committee is tasked with providing sound yearly and/or quarterly financial planning to the Board of Directors. The Committee will be required to draft an annual budget within a reasonable timeframe for review by the Board of Directors and Homeowners and provide capital expense planning along with recommendations.

ii) Maintenance Committee

(1) The Maintenance Committee is tasked with ensuring all of the Common Property is properly maintained. The Annual Board of Directors Walkaround findings will be shared with the Committee Chair. The Committee will aid in inspection of all Common Elements, Limited Common Property, help identify any areas of concern, research options via hired vendor or volunteer their services, and make recommendations.

iii) Landscaping Committee

(1) The Landscaping Committee is tasked with ensuring all landscaping within the Common Property is properly being maintained year-round. The Annual Board of Directors Walkaround findings will be shared with the Committee Chair. The Committee will aid in inspection of all Common Elements, Limited Common Property, help identify any areas of concern, research options via hired vendor(s) or volunteer their services and make recommendations.

iv) Rules & Regulations Committee

(1) The Rules and Regulations Committee is tasked with reviewing the FRHA Rules & Regulations annually or as directed by the Board of Directors to ensure they are still applicable, if or when needed to be enforced, and if still necessary. The Annual Board of Directors Walkaround findings will be shared with the Committee Chair. The Committee will help aid in inquiries of Limited Common Property alterations, help aid in any clarity the Board of Directors or a Homeowner might have, help identify any areas of concern within current rules and make recommendations for updating.

v) Social Committee

(1) The Social Committee is charged with fostering an inclusive and welcoming neighborly environment by planning social engagements and coordinating neighborhood projects.

ii) Good Neighbor Committee

(1) The Good Neighbor Committee is charged with volunteering their time and expertise to assist in the day-to-day functions of the association and helping their fellow neighbors who need assistance. If you are in need of assistance, you can reach out to the Board or the Committee Chair directly for help.

iii) Design

(1) The Design Committee is charged with providing recommendations to the Board of an updated Conformity Rule that includes a vision of what our association will look like in the next 20 years to modernize and as a result increase house values. The design of the association shall balance uniformity with individualized elements that allow for a consistent look and feel in the neighborhood and allows for homeowner preferences, a capability to modernize, and ability to update products/colors/styles that are no longer offered.