

Stonehenge HOA Policy on Common Area and Private Lot Maintenance and Resident Responsibilities

The Stonehenge subdivision has a significant acreage of both developed and undeveloped common area that is an important part of the character of our subdivision. This policy clarifies the intent of the HOA, and responsibilities of homeowners, in maintaining the common areas that we all share, and also certain aesthetics of our private lots.

Definitions:

1. "Common Area" is defined as any land within the subdivision that is not deeded to an individual homeowner.
2. "Improved Grounds" are defined as any Common Area within the subdivision that is regularly maintained by the HOA through mowing, landscaping, or similar activity.
3. "Unimproved Grounds" are defined as any Common Area that is not regularly maintained by the HOA, such as wooded and other naturalized areas of the subdivision.
4. "Private Lot" is defined as a plot of land shown as a parcel on the Stonehenge survey in the CCRs, Article II, that is a privately deeded lot not owned by the HOA.

Policy:

1. A significant portion of annual homeowner dues is used by the HOA in the maintenance of Improved Grounds. The HOA does not budget for, nor intends to provide, any maintenance for Unimproved Grounds.
2. Homeowners are allowed, and encouraged to support the HOA in any Common Area maintenance they choose to undertake at homeowners' expense. Examples include: weeding, mulching, raking, downed tree removal, fallen limb removal, brush removal, etc.
3. Homeowners are requested to notify the HOA if exotic or invasive plants become a threat to Common Areas. Examples of such species include, but are not limited to: Kudzu, Wisteria, Polk, non-native Wild Grape, and other vines; all Bamboo varieties; Bush and Vine Honeysuckle; non-native Jasmine species; and all other exotic or invasive ornamentals that appear to be growing wild. Homeowners are strongly discouraged from planting exotic or invasive species on their Private Lots.
4. Any Common Area improvements or changes by homeowners, including both Improved and Unimproved Grounds, such as the cutting or removal of non-fallen trees, significant pruning, establishment of lawn areas, installation of fences or other structures, grade changes, control or eradication of invasive plants, or other activities that change the character of the Common Area shall be subject to review and prior approval by the HOA's Board before the homeowner(s) may proceed.
5. Stonehenge is a wooded community, with thousands of trees. The HOA will not remove fallen limbs or trees from Improved or Unimproved Common Areas that fall on adjacent homeowner lots. Removal shall be by the homeowner, at the homeowner's expense.
6. Common Area trees or limbs that have not fallen but present a reasonable threat to permanent structures erected on adjacent homeowner Private Lots may be removed at the homeowner's expense, subject to review and prior approval by the HOA's Board. The HOA will only approve the removal of trees or limbs that create a reasonable threat to safety or property.
7. The intent of this policy is to preserve the Improved and Unimproved Grounds in a state similar to the effective date below, notwithstanding the natural growth and aging of our woodlands.

8. In addition, Private Lot improvements or changes by homeowners, such as the removal of non-fallen trees, significant pruning or topping, establishment of extended lawns, installation of fences or other structures, grade changes, control or eradication of invasive plants, or other activities that materially change the character of the Private Lot shall be subject to review and prior approval by the HOA's Board before the homeowner(s) may proceed.
9. Violations of this policy, in regard to tree removal, cutting, or topping without prior Board approval (defined in Sections 4. and 8. above), are subject to the following fines and fees:
 - \$250 per tree to \$2,500 per tree dependent on the size and position of the tree
 - Actual fines will be determined by the HOA's Board after a thorough inspection and a review of the damage and will be assessed to the homeowner(s) HOA account
 - Court costs, reasonable attorneys' fees, and all other expenses related to the HOA's enforcement of this Policy and the collection of fines and fees