

ENFORCEMENT PROCEDURES
OF THE VILLAS AT THE MEADOWS OF WINTERSET

WHEREAS, the Declarations of Easements, Covenants Conditions and Restrictions (hereinafter "Declaration") grants the Board of Directors (hereinafter "Board") of The Villas at the Meadows of Winterset (hereinafter "Association") with authority to enforce all covenants, conditions, and restrictions contained in the Declaration and all Rules adopted by the Association; and

WHEREAS, the Board desires to promote the health, safety and general welfare of all residents within the Association and to enhance and protect the value, desirability, and attractiveness of all property within the community known as The Villas at the Meadows of Winterset by adopting guidelines and procedures to address enforcement of the Declaration and Rules; and

WHEREAS, all rights, duties and responsibilities of Developer as referred to in the Declaration were relinquished to the Association as of January 1, 2009; and

WHEREAS, Section 3.7 of the Declaration empowers the Board to adopt rules as it deems reasonable and appropriate, and the rules may include the establishment of a system of fines and penalties enforceable as Special Assessments; and

WHEREAS, Section 7.3(d) of the Declaration authorizes the Board to fix fines for failure to obtain approval from the Association's Architectural Control Committee or to comply with any such approval; and

WHEREAS, Section 8.16 of the Declaration authorizes the Association or its Authorized Agents to enter any Lot on which a violation of Restrictions exists and to correct such violation at the expense of the owner of such residence. Such expense shall be a Special Assessment upon such residence; and

WHEREAS, as Section 11.1 of the Declaration authorizes any combination of remedies in the event of any violation by any owner under the provisions of the Declaration, including an action for injunctive relief or specific enforcement; and

WHEREAS, pursuant to Section 3.7 of the Declaration, the Association has adopted Rules attached to this resolution;

NOW, THEREFORE, LET IT BE RESOLVED, the following enforcement procedures will be followed:

1. Effective Date. This resolution shall become effective 30 days after notice of its enactment is mailed to all owners.
2. Complaints. The Board will investigate all Declaration and Rules violations that are reported to the Board (or the Association's community manager), in writing and signed by the complainant within 30 days after those complaints are received by the Board or the community manager. Inquiries or complaints which, in the opinion of the Board, lack sufficient detail may be returned without further investigation. The Board reserves the right to investigate possible violations reported by the Board members.
3. Notification to Owners. If the investigation shows a violation has occurred, the Board shall notify the alleged violator in writing to cease and desist from or to the violation. The letter shall provide reasonable details of the nature of such violation or breach and the specific action or actions which shall be taken by the owner to remedy such violation or breach. The notice shall give the owner up to 30 days to either cure the violation or submit a plan and timeline to remedy the violation; however, should the violation continue beyond the 30 days a fine shall be imposed. The Owner may request a hearing with the Board to appeal the notice of violation. Once an appeal is received, the Board shall schedule an appeal hearing within 30 days to review the matter with the property owner. The Board will mail its decision to the owner. The Board's decision on the appeal is final.

4. Enforcement/Fines & Penalties. A system of enforcement fines and penalties has been established to ensure compliance with the Declaration and Rules. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all homeowners have the right to expect from each other. If the violator is not a homeowner, the homeowner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The homeowner is responsible for all fines and the removal of all violations as relates to the residence in which they are the homeowner.

The Board may impose fines for violation of any of the Declaration and Rules with a minimum of \$50.00 and maximum of \$5,000.00 per violation. The Board and its appointed representatives may enter upon the homeowner's property for purposes of inspection and remedy. Unless the homeowner submits an appeal, while the homeowner is under violation notice their voting rights will be suspended. Fines may be imposed, as deemed necessary by the Board according to the following:

FIRST VIOLATION: First notification, in writing, delivered to the homeowner advising the nature of the violation and providing up to 30 days to remedy the violation. The notice will provide the homeowner a chance to request a hearing before the Board at the next scheduled Board Meeting to dispute the violation and/or fine.

SECOND VIOLATION: Second notification, in writing will be sent to the homeowner stating that the violation continues. A \$100 fine will be charged to the homeowner's account.

THIRD VIOLATION: Third notification, in writing, will be sent to the homeowner stating that the violation continues. An additional fine will be charged to the homeowner's account. If the violation continues after 30 days mailing of the third notification the Board may select to correct the violations and charge back all expenses to the homeowner's account, or select to impose additional fines as determined by the Board to the homeowner's account until the violations have been corrected.

5. **Procedure.** The Board may not impose any fine or infringe upon the rights of a homeowner for violations of the Declaration or Rules until the following procedures have been complied with.
- a. Notice of the violation is submitted to the homeowner from the Board in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to correct the violation, and (c) notification of a grace period of up to 30 days, within which the violation may be removed without penalty. However, should the violation continue beyond the grace period, a fine will be imposed.
 - b. The violator may request a hearing within the 30 days after imposition of the violation letter. The request must be made in writing and be addressed to the Board of Directors. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether any fines and/or penalties should be lifted.
 - c. If a violation is repeated within 12 months of the first notice, a fine will be imposed without a grace period.
 - d. A fine will be applied to the homeowner regardless of whether the offender is the guest, invitee, or household member of the homeowner. Payment of a fine does not relieve the homeowner of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the homeowner's account. If the bill is not paid by the homeowner, a higher fine may be imposed.

- e. If this fine remains unpaid, per Article IV, Section 10 of the Declaration, a lien may be placed against the home in question.
- 6. Curing by the Association. Before entering a Lot to correct any violation, the Board shall give at least 15 days' written notice by first class mail to any owner. Said written notice shall provide an explanation of the violation, of the covenants and conditions of the Declaration, and an explanation of the proposed plan to cure the violation.
- 7. Legal Action. The Board, in its discretion, may determine to use any combination of remedies, including fines, correcting violations, or pursuing legal action if the Board determines that a violation requires immediate action or if one remedy alone would not compel compliance.

ASSOCIATION RULES

3.7.1 Architectural Control Committee. The Association shall have an Architectural Control Committee (ACC). The ACC is appointed by, and serves in such capacity, to the Board of Directors to process all Requests for Residential Architectural/Landscaping Change forms, (ACC Permits). All external residence architectural Changes/modifications and all landscaping changes require an ACC Permit. Exterior changes that are specifically exempt from an ACC Permit are included in the following "Rules".

(3.7.1(a) Failure to submit and obtain an approved ACC Permit for any required Architectural/Landscaping Changes is in and of itself deemed a violation.

3.7.2 The Design Standards.

(a) Landscaping. No landscaping shall be permitted without the prior written consent of The ACC.

(a1) All dedicated flower beds, berms, terraces and bordered planting areas including foundation plantings require ACC approval. No planting areas are permitted that in any way divert or restrict the normal drainage of water or divert water into any adjacent lot or common area.

EXEMPT – Replacement of plants/mulch in approved dedicated planting areas DO NOT require ACC approval providing they are of the same general type, size and number as those that are being replaced.

(a2) New plantings of any type must be spaced so as not to impede free movement of commercial mowing equipment. Spacing between plants and/or other obstructions must be five (5) feet minimum.

(a3) Trees, new tree plantings or tree replacements, must be a minimum of four (4) feet tall (regardless of the size of the tree being replaced) and maintain the five foot clearance described in (a2) above.

(a4) Ten (10) trees planted by the homeowner on any one residential lot is the maximum number allowed. This maximum number shall not include any tree previously existing prior to the development of the community nor shall it include any trees planted by the developer. The 10 tree maximum is applied to free standing trees in the mowing area and shall not include "ornamentals" enclosed within approved planting areas.

(a5) No plantings, bushes or hedges will be allowed within eleven (11) feet of the curb in the front of any residence. No driveway plantings including but not limited to shrubbery, bushes or hedges that will obstruct a clear view of driveway, sidewalk and street intersection will be permitted.

(a6) Tree planting between adjacent houses will not be permitted in foundation areas due to possible foundation damage.

(a7) Maintaining private plants, trees and planted areas are the sole responsibility of the owner and must conform to the practices and norms typical of the Villas neighborhood.

(b) Construction Period Requirements. During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites.

(b1) No dumping of construction materials, waste or trash shall occur in the Community.

(b2) Each Lot shall be maintained in a clean and orderly manner during construction. Erosion shall be controlled on each Lot in a manner approved by the ACC while it is in a disturbed condition.

(b3) All playground equipment and playhouses (including placement) shall be subject to approval by the ACC; approval of placement, color, design and landscaping/screening shall be made by the ACC in its sole discretion.

(b3-1) No permanent bases, goals, backstops or any other game associated equipment shall be erected on any Lot. Temporary equipment shall, if used, be removed from the lot by sundown.

(b3-2) No buildings, sheds, shelters or other detached structures appurtenant to the residence may be erected on any Lot without ACC approval. This includes all exterior storage cabinets and boxes.

(b3-3) No animal containment devices such as stacks, anchors or chains shall be allowed on any Lot. Devices described as electronic fences are allowed provided they do not protrude in any way above ground. Electronic fences do not require ACC approval unless they require excavation during installation.

(b3-4) No swimming pools are permitted.

(b3-5) EXEMPT – Installation of front entry door storm doors DO NOT require ACC approval.

3.7.3 Lights. No spotlights, floodlights, or other lighting shall be placed or utilized upon any Lot or in any Residence in a manner which unreasonably interferes with the enjoyment of adjoining Lots or Residences.

(3.7.3(a) Holiday Lighting – Unobtrusive low level Holiday lighting/decorations are permitted without ACC approval. Lighting and decorations are permitted from October 15 through January 15 and must be removed as soon after January 15 as possible, weather permitting.

3.7.4 Garbage. No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. No incinerator shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. Trash shall be placed in such designated locations and containers as may be established from time to time in the Rules.

(3.7.4(a) No compost barrels, piles or other composting devices are allowed.

(3.7.4(b) No rain barrels, rain gardens or other water retention devices or structures are allowed.

3.7.5 Storage Tanks. No exterior storage tanks shall be allowed on any Lot.

(3.7.5(a) Exterior storage of gasoline/kerosene or other flammable liquid is not permitted.

(3.7.5(b) Exterior storage of approved propane tanks (15 lbs. or smaller) used for propane appliances is permitted – limited to no more than 2 tanks.

3.7.6 Lawn Ornamentation. No lawn ornaments of any kind are permitted in yards visible from any street without the prior written approval of the ACC.

(3.7.6(a) EXEMPT – Unobtrusive lawn ornaments placed in or on approved planting areas and in association with plant arrangements are permitted without ACC approval.

(3.7.6(b) Free standing lawn ornaments in mowing areas are prohibited.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors have caused this Amendment (which is already in effect) to be duly recorded with Jackson County.

The Villas at The Meadows Of Winterset

By:  _____

, President

By:  _____

, Secretary