

## Joint Resolution

WHEREAS, the Board of Directors of the Cedar Creek Village I Homes Association and the Board of Directors of the Cedar Creek Community Services Corporation desire to promote and protect community harmony by providing guidelines and procedures to address failures to comply with Restrictive Covenants, By-Laws, Rules and Regulations of the community, and

WHEREAS, Article IX, Section 3, and Article XIII, Section 16, of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I grants the Association Board of Directors authority to conduct Association business and make and enforce reasonable rules and regulations governing the use of properties within Cedar Creek, and

WHEREAS, Article IX, Section 3, and Article XII, Section 11, of the Amended and Restated Declaration of Covenants for the Cedar Creek Community grants the Corporation Board of Directors authority to make and enforce reasonable rules and regulations governing the use of the community properties, and

WHEREAS, it is the intent of both previously mentioned Boards of Directors to establish procedures to assess monetary charges against Cedar Creek residents for violations and breaches of Cedar Creek Village I and Cedar Creek Community Declarations, By-Laws, Rules and Regulations, including violations that involve exterior modifications, additions or alterations to properties, including landscapes, without obtaining the required approvals, and

WHEREAS, Article III.C, Section 22, of the By-Laws of Cedar Creek Village I grants the Association Board of Directors the power to impose reasonable fines, which shall constitute a lien upon the property of the violating owner, for violation of any duty imposed under the Amended and Restated Declaration, By-Laws, or any duly adopted rules or regulations, and

WHEREAS, Article III.C, Section 20. of the By-Laws of Cedar Creek Community Services Corporation, grants the Corporation Board of Directors the power to impose reasonable fines, which shall constitute a lien upon the property of the violating owner, for violation of any duty imposed under the Amended and Restated Declaration, By-Laws, or any duly adopted rule or regulation, and

WHEREAS, it is the intent of the Corporation Board of Directors that the Covenants Committee appointed by the Cedar Creek Village I Association Board of Directors shall serve in the same capacity for the Corporation, and

WHEREAS, Article V, Sections 1 and 2, of the By-Laws of the Cedar Creek Community Services Corporation authorizes the Board of Directors to appoint a Covenants Committee.

THEREFORE, LET IT BE RESOLVED, when owners, their agents, guests, or tenants violate or breach the applicable declarations, by-laws, rules or regulations:

- 1) Violations of use restrictions, rules and regulations will be processed in accordance with provisions contained in Attachment 1, hereto;
- 2) Violations involving unauthorized exterior modifications will be processed in accordance with Attachment 2, hereto;
- 3) Decisions of the Covenants Committee shall be appealable to the applicable Board of Directors. Such appeals shall be limited to the Covenant Committee's interpretation and application of governing directives, and the amount of any fine levied. Written notice of a request to appeal must be received in the Property Management office not later than thirty(30) days after the Covenants Committee decision. Any Covenants Committee decision which is not appealed within this requisite time period shall be conclusively presumed to have been concurred to by all parties. The decision of a Board of Directors in all appeals shall be final; and
- 4) Fines levied pursuant to this Joint Resolution shall be assessed against the property owner and shall be due and payable together with any monthly installment for assessments on the first day of the month following failure of a resident to timely request a hearing after notice of a violation, or appeal a Covenants Committee decision, or the decision of a Board of Directors on an appeal. Failure to pay the fine will subject the property owner to all liabilities set forth in the declarations and by-laws. All unpaid amounts shall further constitute a lien on the owner's property, enforceable as set forth in the declarations.

Adopted this 23<sup>rd</sup> day of DECEMBER, 2010 by the Cedar Creek Village I Association Board of Directors.

DEAN VAKAS  
Dean Vakas, President

Steve Maerz  
Steve Maerz, Secretary

Adopted this 23<sup>rd</sup> day of December, 2010 by the Cedar Creek Community Services Corporation Board of Directors.

Larry Louk  
Larry Louk, President

Mike Beal  
Mike Beal, Secretary

## Attachment 1

### Procedures for Violations of Use Restrictions, Rules and Regulations (Except Tree Removal/Trimming)

#### 1. Type and Number of Violations

- a. Non-Continuing Violations are those violations that occur or exist for a period of less than 24 hours.
- b. Continuing Violations are those violations that occur or exist for a period of more than 24 hours.
- c. The Number of the Violation (i.e., First, Second, Third, etc) is determined with respect to the number of times an owner violates the same provision of governing documents, and is not based on violations of different provisions.

#### 2. Fine Schedule Fines shall be assessed based on the type and number of the violation.

##### a. Non-Continuing Violations:

-First Violation	No Fine
-Second Violation	\$ 100.00
-Third Violation	\$ 300.00
-Fourth Violation	\$ 500.00
-Fifth Violation	As Determined by the appropriate Board of Directors

##### b. Continuing Violations

-First Violation	\$ 100.00 plus \$ 5.00/day until corrected
-Second Violation	\$ 300.00 plus \$ 7.50/day until corrected
-Third Violation	\$ 500.00 plus \$10.00/day until corrected
-Fourth Violation	As determined by the appropriate Board of Directors.

Note: The above fine schedule is not applicable to violations involving tree removal or trimming, unauthorized modifications within the Community, hunting and discharge of firearms, and other violations where the purpose and intent of this Joint Resolution would be frustrated by the required use of the fine schedule. In such cases the Covenants Committee shall determine the amount of any fines to be assessed on a case by case basis.

3. Responsibility for processing alleged violations and assessing fines, when appropriate, will be determined by the nature of the alleged violation.

a. The Property Management Office will be responsible for violations addressed in the Amended and Restated Declaration of Covenants for the Cedar Creek Community, Article XI, Sections 1,2,4,5,8, and 10, and the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Village I, Article XII, Sections 1, 2,4,5,6,7,8,13,18,19,20, and 22. Additionally, the Property Management Office will be responsible for violations of rules and regulations governing the use of parks, lakes and other recreational facilities.

b. The Covenants Committee will be responsible for all other violations, and will be assisted in processing such actions in accordance with the procedures in the following paragraphs, as applicable, by the Property Management Office.

4. Upon receiving information or complaint of a possible violation of any duties imposed under the declarations, by-laws, or any rules or regulations for which it is responsible, as stated above, the Property Management Office shall determine the type (Non-Continuing or Continuing) and number of the violation involved, and proceed in accordance with the following paragraphs, as applicable.

5. Continuing Violations The Property Management Office verifies the violation by an onsite visit, and takes notes and/or pictures, as deemed appropriate.

a. First Violation

1.) The Property Management Office contacts the resident by telephone, or in person, to discuss the violation(s), required correction action(s), and a reasonable period of time (a minimum of 10 days) in which to correct the violation(s). These actions will then be documented in a memo for record.

2.) At the end of the period of time designated in paragraph 5.a.1.), the Property Management Office shall make an on-site inspection to verify that the required corrective action has been completed.

a.) If the required corrective action has been accomplished no further action is necessary, and the record of the reported violation is filed for future reference. Should a violation of the same provision occur again, it will be processed as a Subsequent Violation and the fine for a First Violation in paragraph 2.b. will be proposed.

b.) If the required corrective action has not been completed, the Property Management Office will document the continued violation with notes, pictures, etc. as feasible; and follow the procedures in paragraph 7. below.

b. Subsequent Violations

1.) The Property Management Office will follow the procedures in paragraph 7. below.

6. Non-Continuing Violations

a. First Violation

1.) The Property Management Office contacts the resident by telephone, or in person, to discuss the reported violation(s).

2.) Then, if convinced a violation occurred, the Property Management Office will send the resident a letter via first class mail covering:

a.) The discussion with the resident regarding the violation,

b.) This was a first violation of this nature and there will be no fine assessed,

c.) A future violation of this nature will result in a fine being assessed, and

d.) A schedule for fines from paragraph 2. above.

b. Subsequent Violations The Property Management Office will follow the procedures in paragraph 7. below.

7. When a first continuing violation is not corrected, or subsequent continuing or non-continuing violations occur the Property Management Office will provide notice to the resident as required by Art. III, Sec. 22. (a) of the Cedar Creek Village I Association By-Laws or Art. III, Sec. 20.(a) of the Cedar Creek Community Services Corporation By-Laws, as appropriate.

a. Additionally, the Property Management Office shall maintain proof of proper service of such notice as required by Art. III, Sec. 22.(b) and Art. III Sec. 20.(b), respectively, of the previously mentioned By-Laws.

b. In the case of continuing violations, the notice must also instruct the resident to contact the Property Management Office when the violation is corrected. This will enable the Property Management Office to verify the violation has been corrected and suspend the accruing daily fine.

8. If the resident does not request a hearing within the allotted ten (10) day period, fines will be tracked by the Property Manager and billed as provided in subparagraph 4) of the Joint Resolution.

9. If the resident requests a hearing the Covenants Committee and the Property Management Office will coordinate a date and time with the resident for a hearing on the violation. Prior to the hearing, the Property Management Office will forward a file for the violation to the Covenants Committee. The file should contain any of the following that are available.

a. Any memo for record of visits to the resident's property or telephone conversations with the resident;

b. All relevant notes and pictures; and

c. A copy of the notice letter sent to the resident (see paragraph 7. above), and the required proof of service (see paragraph 7.a. above).

10. The Covenants Committee will conduct the hearing as scheduled, and in accordance with Art. III, Sec. 22.(b) or Art.III, Sec. 20.(b), as appropriate, of the previously mentioned By-Laws.. The committee will draft a record of its findings and any fines levied. The Property Management Office shall then attach a cover letter to the committee record, including a verbatim quote of subparagraph 3) of the Joint Resolution regarding appeals, and mail this to the resident via certified mail, return receipt requested.

## Attachment 2

### Procedures for Failure to Submit Required Modification Requests for Exterior Modifications, Additions or Alterations to Properties

Note: In addition to the provisions contained herein, either Board of Directors may elect to pursue enforcement action by suit at law or in equity to enjoin or correct any violation, seek monetary damages, or both.

1. Depending on when notice of the modification work is received, if possible, the Property Management Office should contact the resident and allow him/her to stop work on the modification and submit a Modification Request form for normal processing by the Property Management Office and the Modifications Committee. If the homeowner refuses to stop work and submit a Modification Request form, or if notification is received after the modification is completed, the following procedures will be followed.
2. The Property Management Office will document the notification regarding modification action where a Modification Request was not submitted or approved in a memo for record.
3. When the modification is completed, the Property Management Office will document the modifications by notes, pictures, etc., and forward all available materials to the Modification Committee.
4. The Modification Committee then determines whether the modifications comply with the Cedar Creek Architectural Standards. The committee will then return the materials to the Property Management Office with a memo regarding whether the completed modifications comply or do not comply with Cedar Creek Architectural Standards. If the modifications do not comply, the memo should detail the exact extent of non-compliance and the applicable standards.
5. If the modifications comply with the architectural standards, the Property Management Office will provide notice to the resident as required by Art. III, Sec. 22. (a) of the Cedar Creek Village I Association By-Laws or Art. III, Sec. 20.(a) of the Cedar Creek Community Services Corporation By-Laws, as appropriate.



a. Proposed fines will be \$ 100.00 the first time modifications are accomplished without an approved modification. Thereafter, the fine shall be doubled for each subsequent unapproved exterior modification.

b. Additionally, the Property Management Office shall maintain proof of proper service of such notice as required by Art. III, Sec. 22.(b) and Art. III, Sec. 20.(b), respectively, of the previously mentioned By-Laws.

6. If the modifications do not comply with the architectural standards the Property Management Office will:

a. Forward a file on the unapproved modifications to the Covenants Committee. The file should contain any of the following that are available.

1.) Any memo for record of visits to the resident's property or telephone conversations with the resident;

2.) All relevant notes and pictures; and

3.) The Modifications Committee memo explaining why the modifications do not comply with Cedar Creek architectural standards (see para. 4., above).

b. Provide notice to the resident as required by Art. III, Sec. 22. (a) of the Cedar Creek Village I Association By-Laws or Art, III, Sec. 20.(a) of the Cedar Creek Community Services Corporation By-Laws, as appropriate.

1.) Proposed fines will be determined by the Covenants Committee based on the file provided in paragraph 6.a., above.

2.) Additionally, the Property Management Office shall maintain proof of proper service of such notice as required by Art. III, Sec. 22.(b) and Art. III, Sec. 20.(b), respectively, of the previously mentioned By-Laws.

7. After notice is provided in accordance with either paragraph 5. or 6. above, if the resident does not request a hearing within the allotted ten (10) day period, fines will be tracked by the Property Manager and billed as provided in subparagraph 4) of this Joint Resolution.

8. If a resident requests a hearing, after notice in accordance with either paragraph 5. or 6. above, the Covenants Committee and the Property Management Office will coordinate a date and time with the resident for a hearing on the violation. Prior to the hearing, the



Property Management Office will forward the required proof of service to the Covenants Committee.

9. The Covenants Committee will conduct the hearing as scheduled, and in accordance with Art. III, Sec. 22.(b) or Art. III, Sec. 20.(b), as appropriate, of the previously mentioned By-Laws.. The committee will draft a record of its findings and any fines levied. The Property Management Office shall then attach a cover letter to the committee record, including a verbatim quote of subparagraph 3) of this Joint Resolution regarding appeals, and mail this to the resident via certified mail, return receipt requested.