

COVENANT ENFORCEMENT RESOLUTION ARLINGTON PARK HOMES ASSOCIATION

Whereas, the Declaration of Restrictions for the Arlington Park Homes Association, as amended from time to time, (hereafter “Declaration”) grants the Board of Directors of Arlington Park Homes Association (“Association”) with the power to enforce all covenants, restrictions, easements and changes contained in the Declaration.

Whereas, the Board of Directors 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 Arlington Park, by adopting guidelines and procedures to address concerns and complaints about the enforcement of the Declarations and its covenants, restrictions, easements and changes;

LET IT BE RESOLVED that the following covenant enforcement procedures will be followed:

1. **Effective Date.** These rules and procedures shall become effective ten days after notice of their enactment is posted to our official Arlington Park website. These rules and procedures replace all previous resolutions relating to covenant enforcement.
2. **Complaints.** The Board of Directors or the Property Manager, will investigate all Declaration violations that are reported to them, within 30 days after the complaints are sent to the Board or Property Manager.
3. **Notification to Owners.** If the investigation shows the report of violation is accurate, the Board shall give written notice by US mail or email, to the owner setting forth in reasonable detail 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 24 hours to 30 days to cure the violation or to submit a plan to remedy the violation. The length of time will be determined by the Board of Directors and dependant upon the urgency of the situation. The owner may request a hearing within 10 days of the denial, with the Architectural Review Committee and Board of Directors to appeal the notice of violation. The ARC and BOD shall hold an appeal meeting within 30 days to review the matter with the property owner. The Architectural Review Committee and Board’s decision is final.
4. **Repeat Violations.** If there is a repeat violation by the same property owner after the original violation has been remedied, the property owner will be subject to an immediate fine without further notice.
5. **Fines.** If the Board determines that a violation or breach exists, and has not been

remedied or resolved, the Board may levy a fine with a minimum amount of \$100.00 and shall not exceed \$10,000.00. The Board may determine the fine amount based on the estimated cost of the project to cure the violation after at least two bids from a professional contractor has been received.

An example would be:

5a. New roof installation which is non-compliant – maximum - \$10,000.00.

5b. Non approved exterior house paint color or lack of painting – maximum – \$5,000.00.

5c. Fence in disrepair or installed without approval of ARC – maximum – \$5,000.00.

If a homeowner begins any project for which an ARC request is required, without approval from the Architectural Review Committee, they will be subject to an immediate minimum fine of \$100.00 to a maximum of \$10,000, depending upon the severity of the violation.

6. Collection Provisions. All fines, costs and expenses necessary to enforce this policy, shall be an assessment against the owner's property and subject to all lien and collection powers of the Association.

7. Unresolved Violations. If the Board determines that a violation or breach has not been remedied or resolved, the Board may:

7a. Suspend the rights and privileges of the owner relating to use of the common property within the Association and suspend participation in all Association activities.

7b. Pursue all rights of action available at law or in equity including, but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including reasonable attorney fees and damages.

7c. Through the Association's agents and employees, enter at all reasonable times upon any lot to which a violation, breach or other condition to be remedied exists, and take the actions specified in the notice to the owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act. All costs and expenses, including reasonable attorney fees incurred by the Association or on its behalf in enforcing such violation, shall be a binding personal obligation of such owner enforceable at law, as well as a lien on such owner's lot enforceable to the provisions of the Declaration.

Adopted by the Board of Directors this 30th day of December, 2010.