

RESOLUTION OF THE BOARD OF DIRECTORS OF FOUNTAIN HILLS HOMES ASSOCIATION

WHEREAS, the Declaration of Fountain Hills Homeowners Association, (hereafter "Declaration") grants the Board of Directors of Fountain Hills Association ("Association") with the power to enforce all covenants, restrictions, easements and charges 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 Fountain Hills by adopting Rules and Regulations;

WHEREAS, there is a need to establish orderly procedures for the enforcement of rules, regulations, restrictions and guidelines; and

WHEREAS, the Board of Directors desires to establish these procedures in conformity with the Declaration, the Bylaws and as otherwise provided by law,

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

1. **Rules and Regulations.** The Rules and Regulations (Exhibit A) shall become effective ten days after notice of their enactment is mailed to all owners.
2. **Architectural Review Handbook.** The Architectural Review Handbook (Exhibit B) shall become effective ten days after notice of their enactment is mailed to all owners.
3. **Delinquency Policy.** The Delinquency Policy (Exhibit C) shall become effective ten days after notice of their enactment is mailed to all owners.

Adopted by the Board of Directors on 06/30/16


Javier Velasquez (Jun 30, 2016)

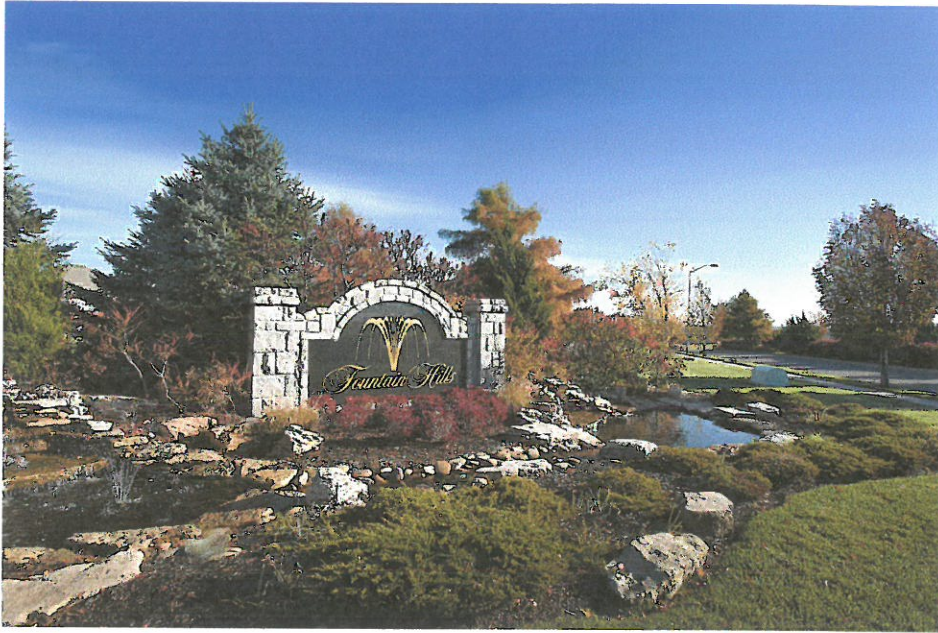
President – Board of Directors
Printed Name: Javier Velasquez


Erika Feingold (Jul 1, 2016)

Secretary – Board of Directors
Printed Name: Erika Feingold

Exhibit A

Fountain Hills Homeowners Association



Rules And Regulations

FOUNTAIN HILLS HOMES ASSOCIATION RULES AND REGULATIONS

These Rules & Regulations (“Rules”) of the Fountain Hills Homeowners Association (the “Association”) are applicable to all persons residing in the subdivision which is commonly referred to as Fountain Hills, a subdivision in Kansas City, Missouri (herein referred to as “Fountain Hills”), including Owners, persons leasing Unit Estates from Owners, and their families and guests. Throughout these rules, all persons are referred to as “you” except in those cases where there is a distinction in the application of the rules or obligations.

We hope the rules will benefit all “Owners” by providing a practical framework for everyday living that will help to ensure mutually comfortable surroundings and security, and to maintain the prestige and value of our investment at Fountain Hills.

All Residents, Owners and non-Owners (lessees) of Fountain Hills (collectively, “Residents”), as a matter of course, are bound by and legally obligated to observe all the provisions of the Declaration of Protective Covenants, Conditions and Restrictions and Grant and Reservation of Easements for Fountain Hills, as may be amended from time to time (the “Declaration”) as well as the Bylaws, which are hereby incorporated herein as part of these Rules subject to the enforcement procedures set forth herein. Any defined terms, not otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Any reported violation of these Rules will result in appropriate action being taken by the Board of Directors of the Association (the “Board”) in accordance with its powers and duties.

Additional copies of the Declaration, Bylaws and these Rules may be obtained from the Association’s Management Office for a fee.

The Rules may be amended by the Board from time to time as deemed necessary.

SWIMMING POOL

The pool gate will be opened by the Pool Staff on duty each morning and locked each night.



Swim at your own risk.

A key fob is required in order to enter the pool area. The key fobs are issued by FirstService Residential. Replacement key fobs are \$25. If your dues are not current, access is denied.

Season: The swimming pool is open from Memorial Day through Labor Day. This time period may be extended at the discretion of the Board of Directors.

Hours: The swimming pool hours are 10:00 a.m. until 9:00 p.m. daily except for special maintenance, which is occasionally required or during the early weeks and late weeks of the season when the hours may be changed. The pool hours may change at the discretion of the Board of Directors.

Pool is to be used by Fountain Hills Members and their guests only. Guests must be accompanied by a Member. Four guests per family will be allowed. (As the number of homeowner's increase, this guest limit may change.)

An official association representative or pool staff member shall at all times have the right to ask all visitors to leave the pool if in his/her opinion it becomes unsafe for swimming.

Children's Use of Pool:

- Children (0-12 years of age) must be accompanied by an adult when using the pool.
- Children over 12 years of age may use the pool without a parent or guardian provided.

All homeowners and guests must deposit cans, paper, and other debris in trashcans provided when leaving the pool area.

The pool may not be reserved for private parties, except for use by the Fountain Hills Board of Directors for use during a community sponsored event.

Health and Safety Rules:

- Swim at your own risk.
- All swimmers must wear proper pool attire.
- No pets allowed in pool area.
- No glass objects in pool area.
- No running, diving, excessive horseplay, splashing or other activity which is dangerous or annoying to others.
- Only toys meant for water play allowed. No water balloons or guns.
- No bicycles or roller blades/skates in pool area.
- Profanity, improper behavior, intoxication and vulgar remarks are grounds for expulsion.
- No smoking in pool area.
- Children under 12 must be accompanied by an adult.
- Please keep the gate closed at all times.
- Please shower before entering the pool.
- We reserve the right to ban anyone from using the pool facilities at anytime.
- No fireworks allowed in pool or parking lot area.
- Persons having colds, fever, communicable or skin disease will not be permitted in the pool.
- Unsanitary habits will not be tolerated.

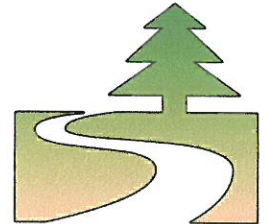
PLAYGROUND

- Use playground at own risk.
- No glass or alcoholic beverages.
- Proper footwear required.
- Improper use of equipment prohibited.
- Playground reserved for residents and their guests only



WALKING TRAIL

- No motor vehicles allowed
- Pets on the trail must be under control at all times and on a leash. Please remove pet waste.
- Do not litter along the walking trails.
- No fireworks or campfires.



BASKETBALL GOALS

- All backboards shall be in good condition
- All poles shall be a black or dark green.
- There shall be only one basketball goal per Lot.
- Basketball goals must remain on homeowner's personal property and cannot be placed in the common area or on the public street and/or sidewalk.



PLAY SETS

- Recommended to be 10-15' away from property lines.
- Wood materials recommended. No metal structures.
- Prefer neutral color with respect to tarps, slide, etc.
- Standard size no more than 12' height by 18' length.



ARC REQUESTS

Approval is required from the ARC Committee before making changes to your property. A Change Request Form must be submitted to the Architectural Review Board prior to making changes. Such approval is required regarding:

- Fences*
- Exterior painting, doors & garage doors and trim
- Replacing Garage Doors
- Siding
- Swimming pools or hot tubs
- Roofing

- Decks, room additions, patio covers
- Gazebos
- Landscaping
- Driveways
- Sport Courts
- Solar Panels

In certain instances you may be required to obtain written verification by your neighbors of the improvements you are making.

CHRISTMAS LIGHTS

No seasonal lights shall be installed on a unit before November 15 and shall be removed no later than January 15 of the following year.

RULES ENFORCEMENT POLICY STATEMENT

Violations of Law

Some behavioral issues are regulated by municipal, county or state law, such as excessive noise or public consumption of alcohol. In those types of circumstances, where the law is clear, the Association defers to the civic authorities for enforcement. An Association is not a substitute police force or municipal court.

Violations of Association Rules

Part of the governing documents of the Association are Rules and Regulations. These specify certain standards for use of the property and derive their authority from the Declaration of Protective Covenants, Conditions, and Restrictions, and Grant and Reservation of Easements. These Rules can be amended by vote of the Board of Directors. This enforcement policy statement is included as part of the Rules and Regulations.

Enforcement is normally managed via a letter to a resident reminding or explaining the Rule. In many circumstances this resolves the issue with no further action. The Board has the discretionary authority to take more assertive action. For example, the Board can charge a resident for the replacement or repair costs for damages caused by the resident or guest of the resident. The board may issue fines for architectural improvement violations. In addition, the Board can levy a fine for Rules violations and revoke privileges, such as loss of access to the clubhouse, pool, or exercise room.

Step One - A warning letter will be sent stating the complaint, the violated rule of the Association, and the escalating fine schedule for future complaints.

Step Two - This general fine schedule will apply for additional complaints on the same matter:

- \$100.00 for the second complaint
- \$150.00 for the third complaint
- \$200.00 for each subsequent complaint.

This schedule does not limit the Board's authority to set aside these normal steps in order to address egregious Rules violations, or to not apply a fine if the Board deems the circumstances warrant a lesser response.

Step Three - Unpaid fines are collectable in the same manner as unpaid monthly assessments and may result ultimately in a lien on an owner's unit and possibly foreclosure. Homeowners will be responsible for late fees for fines not paid when due, following the same manner as unpaid monthly assessment. Collection fees, administrative fees, legal fees and attorney fees can also be charged to the homeowner.

Right of Appeal

Upon receipt of a fine notification, the recipient has 30 days to submit a written defense with appropriate evidence. The Board will respond in writing with its decision to rescind or enforce the fine. Fines are payable within 60 days of the Board's decision.

The owner must deliver a written notice to the board no later than the 10th day after receiving the notice from the board. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose the Individual Unit Assessment. If a Unit Owner requests a hearing, at least 7 days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. Should the appeal fail, the Association's attorney fees and other reasonable costs shall constitute a lien against the property of the homeowner.

Disputes Between Neighbors

The governing documents do not empower it to act as a mediator or arbiter of a dispute between neighbors. It is empowered simply to enforce Association Rules.

So long as the dispute appears to be between two residents, the duty of the Association is to remain uninvolved. That changes if a third party, such as the police or management company employee, witnesses or verifies a claim of a clear Rules violation.

If a police citation is issued to a resident for behavior on the property that is also a Rules violation, upon receipt of documentation, the Board will send an initial warning letter stating that the behavior is unacceptable and that fines will be issued for future police citations for the same problem.

A resident bringing to the Association, or its management company, an issue that is potentially a Rules violation will be asked,

- What are the facts?
- Who specifically is involved?
- What action has the resident taken to resolve the issue?
- What documentation exists, like a police record?
- Can a neutral third party provide corroboration?

The Board will use its discretion in pursuing the matter further, and determining an appropriate response, if any.

Under no circumstances will the Board allow the Association to be used as lever to compel a resolution to a personal dispute. No member of the Board will use threat of Association enforcement to address a personal dispute.

It is the desire of the Board to by and large let our homeowners live their lives with minimal restriction. If intervention by the Association is necessary, it will be handled with neutrality and fairness.

The terms of the Declaration of Protective Covenants, Conditions, and Restrictions, and Grant and Reservation of Easements supersede the terms of this enforcement policy.

NOTE: As the Fountain Hills Community grows, the need to make adjustments to these rules may occur at the direction of the Board of Directors. An updated Rules Manual will be issued to all members accordingly.

Exhibit B

*Fountain Hills
Homes Association
Architectural Review
Handbook*



(Revised June 2016)

***Fountain Hills Homes Association
Architectural Committee Members***

Javier Velasquez - 913-831-2996 - Ext. 272 Javier@mdmgt.com

Community Proudly Managed By:



FirstService
RESIDENTIAL

(816) 414-5300

Property Manager

Jennifer Bishop

816-414-5324

Jennifer.bishop@fsresidential.com

Administrative Assistant

Pamela Williams

816-414-5357

Pamela.williams@fsresidential.com

Completed request forms may be sent via email to Jennifer.Bishop@fsresidential.com or Pamela.Williams@fsresidential.com, via fax to (816) 454-0661 or mailed to 11125 NW Ambassador Dr., Suite 200, Kansas City, MO 64153, Attn: Jennifer Bishop or Pamela Williams.

Introduction

The Fountain Hills Homes Association has an architectural review process. This process is one of the primary tools by which the Association seeks to preserve, promote and enhance the guidelines of your Covenants. This, in turn, protects and increases your property value.

The guidelines for this process have been established and are outlined in the Declaration of Restrictions of the Community.

It is relatively simple to get a copy of the Declaration of Restrictions on all of the lots in Fountain Hills by going to the Clay & Platte County, Missouri Court House. The Declarations are also available on the community website.

The architectural review process is overseen by a committee called the Architectural Review Committee ("ARC").

It is important to remember that these covenants are enforceable in a court of law because the covenants are part of the contract to purchase land in Fountain Hills. However, the covenants are enforceable only if certain conditions are met, such as: proper procedures for their enforcement are followed, the proper parties to the covenant are involved; the covenant is applied fairly, consistently, and in good faith, and the covenant is enforced in a timely manner as to give the parties involved notice and options for further action.

This manual is designed to help you and the Community Association know what these covenants are and what procedures are to be followed in their enforcement and application.

Legal Authority for the Architectural Review Committee:

In order to maintain a consistent and higher-quality atmosphere in Fountain Hills, the developer placed certain restrictions on the land. When each of the homeowners in Fountain Hills purchases a home, there are certain restrictive covenants attached to the land. The restrictive covenants are attached to the land, so to speak, as they do not terminate or move with the homeowners when the home is subsequently sold to another.

These restrictive covenants are basically contractual promises to use the land and home in a manner that will benefit all of the homes in the subdivision. The benefit is the consistency and quality of the homes, which is designed to maintain a certain atmosphere and increase property values in Fountain Hills. With the same covenants attached to each and every lot in Fountain Hills, the goals of quality and value can be more easily achieved.

Purpose of the Architectural Review Committee (“ARC”):

The ARC shall regulate the external design, appearance and location of the properties and of improvements therein in such a manner as:

- ✓ To promote those qualities in the environment that bring value to the properties; and
- ✓ To foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

Objectives of Architectural Review:

- ✓ Make all members of the association aware that successful architectural review is a benefit, not a burden.
- ✓ To create and preserve an attractive design for the community.
- ✓ Protect Homeowners against property value losses due to non-compliance of standards established in the “Declarations of Restrictions”.
- ✓ Clarify the Associations governing documents.
- ✓ Inform homeowners of exactly what is required of them.
- ✓ Establish a workable system for the architectural review process.
- ✓ To treat all applicants fairly, consistently and in a timely manner.
- ✓ Approve or disprove with reasons homeowner’s applications for any changes in the exterior of their property.
- ✓ If needed, inspect the approved work to make sure it confirms with the approved proposal.
- ✓ Inspection and review of the community to make sure all standards in the “Declarations of Restrictions” are followed.
- ✓ Take corrective action against a homeowner who is in non-compliance of standards established in the “Declarations of Restrictions.”

Overview of what must receive approval:

The following items, but not limited to, must have ARC approval prior to commencing the work:

- ✓ Fences*
- ✓ Exterior painting, doors & garage doors and trim
- ✓ Replacing Garage Doors
- ✓ Siding
- ✓ Swimming pools or hot tubs
- ✓ Roofing
- ✓ Satellite dishes
- ✓ Decks, room additions, patio covers
- ✓ Gazebos
- ✓ Landscaping
- ✓ Driveways
- ✓ Sport Courts
- ✓ Solar Panels

When in doubt of any external improvements, fill out and submit an Architectural Modification Form.

Review Criteria

1. **HARMONY WITH OVERALL COMMUNITY DESIGN OR CONTEXTUAL RELATIONSHIP:** The contextual relationship pertains to the characteristics of any existing structures, the neighborhood, and the individual site. What may be acceptable in one instance may not be in another, depending on location.
2. **LOCATION AND IMPACT ON NEIGHBORS:** The proposed alteration or improvement should relate favorably to the planning, landscape, topography and existing character of the neighborhood. The primary concerns are preservation of access, sunlight, ventilation, view and drainage, as well as impact on the privacy and normal use of neighborhood privacy. In reviewing the impact on neighbors, the ARC must balance the property rights and expectations of a property owner with the expectations of the neighbors. There is not always a perfect solution but the ARC will consider all aspects before making its decision.
3. **WORKMANSHIP:** The quality of work should be equal to or better than originally used in the neighborhood. If past practices are no longer acceptable, current and better practices must be followed.
4. **REQUIREMENT:** No building, fence, wall, residence, structure, or projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained or improved, nor may the exterior appearance be altered in any way without the prior written approval of the ARC regarding: (a) the harmony of its exterior design and location in relation to (b) the character of the exterior materials and (c) the quality of the exterior workmanship.
5. **PROCEDURES:** In the event the ARC fails to approve or disapprove in writing an application within fifteen (15) days after the plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an ARC decision to the Board of Directors for the Association in writing within seven (7) days after the date the Architectural Committee renders its decision and notifies the applicant. Any decision rendered by the Board on appeal shall be final and conclusively binding on all parties.
6. **APPLICABILITY TO HOMEOWNER:** The provisions of the Declaration of Restrictions section shall be applicable to the homeowner only with respect to lots that are improved with buildings that are or have been occupied.

How to Obtain ARC Approval:

The ARC has developed a Change Request Form ("CRF") to assist the community with the review and approval process. A CRF has been included in the handbook. Additional copies can be downloaded from the community website or by contacting the management company.

General Information for the Fountain Hills Homes Association

The following are some of the specific items detailed in the Declaration of Restrictions:

- ✓ No detached building without ACC approval
- ✓ Exterior clothes hanging devices shall not be permitted.
- ✓ All vegetable gardens shall be located in the back yard.
- ✓ All equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas.
- ✓ Tree removal and planting must have ACC approval.
- ✓ No above ground swimming pools shall be permitted. In ground pools must be approved by ACC.
- ✓ All hot tubs shall be kept clean and maintained in operable condition. All hot tubs shall be fenced or otherwise adequately screened.
- ✓ Dog runs are not allowed.
- ✓ Must remained closed at all times except when necessary for entry or exit.
- ✓ No seasonal lights shall be installed on a unit before November 15 and shall be removed no later than January 15 of the following year.
- ✓ No unlicensed vehicle, vehicle with expired tags, campers, vans, pickup trucks, boats, boat trailers, recreational vehicles, commercial vehicles and other types of non-passenger vehicles, equipment implements or accessories may be kept on any lot unless the same are fully enclosed within the garage located on such lot.
- ✓ No 18 wheel vehicles or other similar large van or flatbed type vehicles may be parked on any public or private street, front yard, or driveway except to deliver or pick up items.
- ✓ No junk vehicle or other vehicle on which current registration plates are not displayed. Nor shall the repair or extraordinary maintenance of automobiles be carried on any lot unless within a garage.
- ✓ No vehicles, trailers, implements or apparatus may be driven or parked in any common area or on any easement.
- ✓ No artificial flowers, trees, etc. permitted.
- ✓ No sheds, barns, detached garages, or other storage facility allowed.

Fences:

- ✓ No fence, wall, hedge, or shrub planting which obstructs sight lines at elevators between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street boundary lines or in the case of a rounded property corner, from the intersection of the street boundary lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street boundary line with the edge of a driveway or alley pavement.
- ✓ All fencing shall be constructed of wood unless otherwise approved by ACC
- ✓ No chain link fence shall be erected unless approved by ACC
- ✓ All fences shall be constructed with the finished side out
- ✓ No fence shall extend toward the front of the unit beyond the rear corners of the unit
- ✓ No fence, wall or hedge shall be erected or maintained on any Lot which shall exceed six feet in height.
- ✓ Complete and submit to the Architectural Review Committee the "Architectural Change Request Form".

Satellite Dishes:

- ✓ No owner may erect or maintain a satellite dish or similar apparatus having a diameter in excess of 30 inches.
- ✓ No owner may erect or maintain an antenna or solar collector panel unless such apparatus is erected and maintained in such a way that it is fully screened from public view from a point in the center of the public right-of-way directly in front of the lot and in the case of a corner lot, also fully screened from public view from a point in the center of the public right-of-way directly to the side of the unit erected on such lot. Must submit 3 locations as determined by installer for approval.

Roof Replacement:

- ✓ Composition shingles, slate, clay or concrete tiles
- ✓ Composition shingle roofs may be comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles.
- ✓ Colors for slate, clay or concrete tile roofs shall be approved by ACC

Painting:

- ✓ Prior to painting and/or repainting the exterior of your home, you must complete and submit to the Architectural Review Committee the "Architectural Change Request Form". ACC will approve/deny the request.

Plot Plans for the Fountain Hills Homes Association

A Plot Plan must be submitted with your Change Request Form if you are requesting any of the following:

- ✓ Outbuilding(s)
- ✓ Landscaping
- ✓ Fence
- ✓ Hot Tub
- ✓ Gazebo
- ✓ Swimming Pool
- ✓ Deck
- ✓ Driveway

Below are two SAMPLE Plot Plans. Homeowners are asked to create their own Plot Plans to be submitted to the ARC.

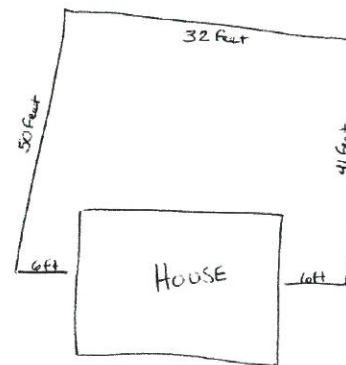
Using Google Map & Marking Areas:



Install wood fence, stained in cherry
4 feet tall

Hand Drawn Map & Marking Areas:

Request: WOOD FENCE
stained cherry color



123 ABC Street

**Fountain Hills Homes Association
Application and Review Form
Architectural & Landscape Improvement / Alteration**

CHANGE REQUEST FORM

To be submitted to the Fountain Hills Homes Association, c/o FirstService Residential, via email to pamela.williams@fsresidential.com or by fax at (816) 454-0661 or by mail at 11125 NW Ambassador Dr., Suite 200, Kansas City, Missouri 64153.

Homeowners Name: _____

Address: _____

Phone: _____ Cell Phone: _____

Email Address: _____

Note: Before submitting this request, please read your Covenants and Restrictions. This can save both time and expense. If the improvement is not addressed in the Covenants and Restrictions, the final decision will be based on type, size, style and location of requested improvement.

Type of change to be made: Please circle each item to be changed or added:

Roof	Siding	Swimming Pool
Painting Door(s)	Fence*	Painting Trim
Hot Tub	Replacing Garage Doors	Windows
Landscaping	Composting	Decks
Painting Garage Door(s)	Gazebo	Driveway
Painting	Exterior Doors	Other _____

***FENCE INSTALLATION REQUIREMENTS**

If you planning to install a new fence you need to supply your lot number _____ and the section of Fountain Hills that you live in. _____

Fence Color: _____

Brief description of the change to be made: Is photograph available? Yes No
Include size, height, and location on property

Sample of materials, paint chips or sketch outlining change to be made is attached?

Yes: _____ No: _____ Paint Color Numbers: _____

The following information must be included with the request form:

1. Type of material used.
2. Actual drawing of item with specifications/dimensions.
3. Mortgage inspection report of stake survey showing the location of the proposed improvement/alteration in relation to the home.

4. A description as accurate as possible of pictures, drawings and diagrams are helpful.

Under no circumstance does approval by the Homeowner's Association indicate full authorization. In addition, it may be necessary to obtain building permits and structural approval as required by the City of Kansas City and the Counties of Clay and Platte. All improvements are subject to local building regulation and restrictions of record. If the homeowner proceeds without all necessary approvals, Residents may be subject to legal proceedings as well as having to remove all unauthorized improvements.

Fountain Hills Design Review Committee: Approved: _____ Disapproved: _____
Approved if following changes are made to request: _____

Date Received: _____

Date Approved/Disapproved by ARC: _____

Fountain Hills Area Homes Association, Inc.
Architectural Control
Agreement Form

It is my understanding that my neighbor _____
who lives at _____ is planning to install a
hot tub/play set/swimming pool/fence on their lot. I live at
_____ and have been informed of their plans. I
also understand that if I have any concerns about the plans I can contact a member of the
Architecture Review Committee:

Javier Velasquez - 913-831-2996 - Ext. 272 Javier@mdmgt.com

FirstService Residential
(816) 414-5300

Signature

Date

Fountain Hills Area Homes Association, Inc.
Architectural Control
Agreement Form

It is my understanding that my neighbor _____
who lives at _____ is planning to install a
hot tub/play set/swimming pool/fence on their lot. I live at
_____ and have been informed of their plans. I
also understand that if I have any concerns about the plans I can contact a member of the
Architecture Review Committee:

Javier Velasquez - 913-831-2996 - Ext. 272 Javier@mdmgt.com

FirstService Residential
(816) 414-5300

Signature

Date

Exhibit C

Fountain Hills Delinquency Processing Flow Chart

Annual Dues-Due January 1st
Add late fee or 10% interest of balance or a
\$40 late charge whichever is greater.

Payment is due January 1st, of every year. If your remittance is not RECEIVED IN FULL by March 1st of the said year, a late fee in the amount of 10% of your balance or a \$40 late charge whichever is greater, will be applied to your account. Amenity Fobs turned off until payment in full. Voting rights in the association will be suspended until paid in full.

March 1st

DL02 (Reminder Letter sent.) If your remittance is not RECEIVED IN FULL by March 1st of the said year, a late fee in the amount of 10% of your balance or a \$40 late charge, whichever is greater, will be applied to your account. Amenity Fobs will be turned off until payment in full. Voting rights in the association will be suspended until paid in full.

April 1st

DL03 (Lien Threat Letter sent.) Amenity Fobs remain turned off until payment in full. Voting rights in the association will remain suspended until paid in full.

May 1st

LFDL sent 1st week in June Listing Lien Fees: \$150 FSR Lien Fee, \$27 Clay County Lien Fee, and \$27 Clay County Lien Release Fee. Amenity Fobs remain turned off until payment in full. Voting rights in the association will remain suspended until paid in full. When lien confirmation is sent & within 30 days and no payment is made, the account till be turned over to Association Attorney who will send a 30 day demand letter. If no payment is made, then a lawsuit and a judgment can be filed against the resident.

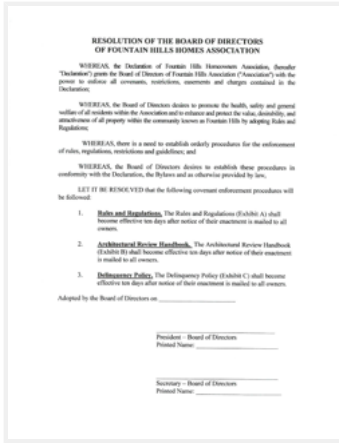
June 1st

When lien confirmation is sent & within 30 days and no payment is made, the account till be turned over to Association Attorney who will send a 30 day demand letter. If no payment is made, then a lawsuit and a judgment can be filed against the resident. Amenity Fobs remain turned off until payment in full. Voting rights in the association will remain suspended until paid in full.

July 1st

Legal Action continues with the home owner until account balance is paid or the BOD takes action in a different manner. Amenity Fobs remain turned off until payment in full. Voting rights in the association will remain suspended until paid in full.

NOTE: non-receipt of delinquency letter(s) does not forfeit homeowner's obligation to pay account balances.











Fountain Hills Resolution to be signed

Adobe Sign Document History

07/01/2016

Created: 06/30/2016
By: Jennifer Bishop (jennifer.bishop@fsresidential.com)
Status: SIGNED
Transaction ID: CBJCHBCAABAvcleOHzcEYtpXHnPtHaAZv12nOkOqrvC

“Fountain Hills Resolution to be signed” History

-  Document created by Jennifer Bishop (jennifer.bishop@fsresidential.com)
06/30/2016 - 10:47:17 PDT - IP address: 4.71.176.253
-  Document emailed to Javier Velasquez (javier@mdmgt.com) for signature
06/30/2016 - 10:51:31 PDT
-  Document viewed by Javier Velasquez (javier@mdmgt.com)
06/30/2016 - 2:25:38 PDT - IP address: 74.87.170.130
-  Document e-signed by Javier Velasquez (javier@mdmgt.com)
Signature Date: 06/30/2016 - 2:27:04 PDT - Time Source: server - IP address: 74.87.170.130
-  Document emailed to Erika Feingold (Erika@mdmgt.com) for signature
06/30/2016 - 2:27:06 PDT
-  Document viewed by Erika Feingold (Erika@mdmgt.com)
07/01/2016 - 6:20:02 PDT - IP address: 74.87.170.130
-  Document e-signed by Erika Feingold (Erika@mdmgt.com)
Signature Date: 07/01/2016 - 6:58:50 PDT - Time Source: server - IP address: 74.87.170.130
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