

### The Villages of Woodland Springs Homeowners Association, Inc.

Homeowners and Residents,

At the recent Board Meeting held at the Amenity Center on 8/10/22, two new Board Resolutions were voted on and approved by the Board of Directors. These resolutions include an update to the Fine and Enforcement Policy as well as an update to the Rental and Leasing Rules for the Villages of Woodland Springs Homeowners Association.

The initial drafts of these resolutions were sent to all homeowners, who have an email on file with the Management Office, on 7-12-22 for an initial review. We received questions and comments from several homeowners regarding those initial drafts and subsequently the resolutions were updated into their final form which was voted on and approved by the Board of Directors at the Board Meeting.

Since that meeting the resolutions have both been recorded with the County and are now in effect for the Villages of Woodland Springs Homeowners Association. Both resolutions are available for for all residents and homeowners at several locations including on the website; <a href="www.woodlandspringshoa.com/forms/">www.woodlandspringshoa.com/forms/</a> as well as on the Connect Resident portal.

Please note that all leased homes within the association are required to be registered with the association within 30 days of each lease, the forms to register a lease are included in this mailing as well as on the website and on the Connect Resident Portal. All new leases are subject to the Lease Registration Fee of \$150 described in the resolution, to be paid by the homeowner.

If your home is currently leased, please ensure that it is registered with the Association by no later than October 15<sup>th</sup> utilizing the attached forms. Existing leases registered prior to that date are not subject to the Lease Registration Fee. Any questions regarding registration can be answered by calling the management office at 817-741-1719 or by emailing <a href="VOWS.admin@fsresidential.com">VOWS.admin@fsresidential.com</a>.

Included in this communication is the following:

- Resolution Fine and Enforcement Policy (Recorded)
- Resolution Rental and Leasing Rules (Recorded)
- VOWS Lease Notice and Information Forms
- VOWS Common Violation Information and Timeline

Warm Regards,

Board of Directors
The Villages of Woodland Springs Homeowners Association



Office: 817.741.1719

MARY LOUISE NICHOLSON

COUNTY CLERK

### FINE AND ENFORCEMENT POLICY for THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, the Villages of Woodland Springs is a residential development located in Tarrant County, Texas (the Subdivision");

WHEREAS, the Subdivision is subject to that certain Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages of Woodland Springs, recorded on February 4, 2016, as Document No. D216023292 in the Official Public Records of Tarrant County, Texas (as amended and/or supplemented, the "Declaration");

WHEREAS, the Declaration subjects the Subdivision to the direction of The Villages of Woodland Springs Homeowners Association, Inc., a Texas non-profit corporation (the "Association") established pursuant to the Articles of Incorporation filed with the Texas Secretary of State on August 18, 2000 (the "Articles");

WHEREAS, the Association is also governed by those certain Bylaws of The Villages of Woodland Springs Homeowners Association, recorded on February 24, 2012, as Document No. D212046427, in the Official Public Records of Tarrant County, Texas (as amended and/or supplemented, the "Bylaws");

WHEREAS, the Board of Directors of the Association (the "Board"), acting on behalf of the Association, from time to time exercises its authority under the Declaration, Articles, Bylaws, and Governing Documents, as well as under applicable law, to establish certain rules, regulations, policies, and guidelines with respect to the Subdivision;

WHEREAS, Section 8.4.3 and Section 9.2.2 of the Declaration authorize the Association to levy fines against an owner and his lot if the owner or resident, or the owner or resident's family, guests, employees, agents or contractors violate the provisions of the Declaration and/or Governing Documents; and

WHEREAS, the Board desires that the Association adopt a policy relating to the enforcement of the Declaration and Governing Documents and establish fines relating to same.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the Members of the Association, the Association hereby adopts the following Fine and Enforcement Policy (the "Policy"):

<u>Section 1. Types of Violations.</u> Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

- A. Curable Violations: By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:
  - i. a parking violation;
  - ii. a maintenance violation;
  - iii. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
  - iv. an ongoing noise violation such as a barking dog.
- B. Uncurable Violation: A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:
  - i. an act constituting a threat to health or safety;
  - ii. shooting fireworks;
  - iii. a noise violation that is not ongoing;
  - iv. property damage, including the removal or alteration of landscape; and
  - v. holding a garage sale or other event prohibited by the Governing Documents and/or other dedicatory instruments.
- C. Violation that is a Threat to Public Health or Safety: Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable and does not pose a threat to public health or safety or whether the violation is uncurable and/or poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 2. Enforcement. Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

- A. Courtesy Letter (Optional): Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.
- B. Violation Letter (Optional): After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:
  - i. a description of the violation;
  - ii. the action required to correct the violation;
  - iii. the time by which the violation must be corrected; and
  - iv. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.
- C. Demand Letter: Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.
- D. Content of the Demand Letter: The demand letter will include the following:
  - i. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
  - ii. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
  - iii. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
  - iv. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
  - v. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.) if the Owner is serving on active military duty.

- E. Hearing Requested: If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Board receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.
- F. Hearing Not Requested: If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area and facilities, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.
- G. Remedies: The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration and other Governing Documents. Further, the right to use the Common Area and facilities may be suspended. In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/ or injunctive relief. A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 3. Enforcement. Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/ or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

- A. Content of the Demand Letter: The demand letter will include the following:
  - i. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
  - ii. if applicable or permitted, notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
  - iii. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.) if the Owner is serving on active military duty.
- B. Hearing Requested: If a hearing is permitted and properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Board receives the

Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

C. Remedies: Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area and facilities, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration and other Governing Documents. Further, the right to use the Common Area and facilities may be suspended. In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief. A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 4. Subsequent Violation. If an Owner has been given notice in accordance with Section 2 or Section 3 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area and facilities without first sending another demand for compliance.

<u>Section 5. Fines.</u> Subject to the notice provisions set forth in Section 2 or Section 3 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner in an amount determined to be appropriate by the Board of Directors. The Board may adopt and amend from time to time a schedule of fines for common types of violations.

Attached hereto as **Exhibit "A"** is the Association's current schedule of fines.

Capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

This Policy is effective upon recordation in the Official Public Records of Tarrant County, Texas, and supersedes any conflicting or inconsistent policies regarding the subjects herein. All other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this // day of /bous / , 2022.
ASSOCIATION:
THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.  ROBERT BRANDON BELL Notary Public, State of Texas  Comm. Expires 04-17-2028 Notary ID 131533474  This instrument was acknowledged before me on the
ACKNOWLEDGED:    Secretary

#### **EXHIBIT A**

# SCHEDULE OF FINES The Villages of Woodland Springs Homeowners Association, Inc.

Fines for violations of the Declaration and Governing Documents are as follows:

#### A. Curable Violations.

- i. A notice will be sent to the Owner of the initial violation of the Declaration and/or Governing Documents. A fine will then be imposed against an Owner for the same or substantially similar violation of the Declaration and/or Governing Documents which shall be Twenty-Five and 00/100 Dollars (\$25.00) plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Declaration and/or Governing Documents occurs after the imposition of the initial fine, the amount of the fine will increase by Twenty-Five and 00/100 Dollars (\$25.00) for each subsequent violation. In other words, the second fine will increase to Fifty and 00/100 Dollars (\$50.00), the third fine will increase to Seventy-Five and 00/100 Dollars (\$75.00) and so on.
- B. Uncurable Violations and Violations which Pose a Threat to Public Health or Safety.
  - i. The amount of the initial fine imposed against an Owner for a violation of the Declaration and/or Governing Documents shall be Fifty and 00/100 Dollars (\$50.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Declaration and/or Governing Documents occurs after the imposition of the initial fine, the amount of the fine for the next violation shall be One Hundred and 00/100 Dollars (\$100.00). If the same or a substantially similar violation of the Declaration and/or Governing Documents occurs after the violation resulting in the fine of One Hundred and 00/100 Dollars (\$100.00), each subsequent violation will result in a fine in the amount of Two Hundred and 00/100 Dollars (\$200.00).

The Board of Directors of the Association is authorized to impose lesser or greater fines, or no fines at all, for violations of the Declaration and/or Governing Documents, as determined by the Board of Directors in its sole and absolute discretion.

The Board of Directors of the Association may modify from time to time the schedule of fines.

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MARY LOUISE NICHOLSON COUNTY CLERK

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC. (Adopting Rental and Leasing Rules)

THE STATE OF TEXAS

§

**COUNTY OF TARRANT** 

WHEREAS, the Villages of Woodland Springs is a residential development located in Tarrant County, Texas (the Subdivision");

WHEREAS, the Subdivision is subject to that certain Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages of Woodland Springs, recorded on February 4, 2016, as Document No. D216023292 in the Official Public Records of Tarrant County, Texas (as amended and/or supplemented, the "Declaration");

WHEREAS, the Declaration subjects the Subdivision to the direction of The Villages of Woodland Springs Homeowners Association, Inc., a Texas non-profit corporation (the "Association") established pursuant to the Articles of Incorporation filed with the Texas Secretary of State on August 18, 2000 (the "Articles");

WHEREAS, the Board of Directors of the Association (the "Board"), acting on behalf of the Association, from time to time exercises its authority under the Declaration, Articles, Bylaws, and Governing Documents, as well as under applicable law, to establish certain rules, regulations, policies, and guidelines with respect to the Subdivision;

WHEREAS, Article 5, Section 5.1 of the Declaration authorizes the Board to establish rules and penalties regarding the use, occupancy, and leasing of dwellings and Lots in the Subdivision; and

WHEREAS, the Board desires that the Association adopt rules with respect to the use, occupancy and leasing of dwellings and Lots within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the Members of the Association, the Association hereby adopts the Rental and Leasing Rules attached hereto as Exhibit A.

[SIGNATURE PAGE TO FOLLOW]

(00586023:1) The Villages of Woodland Springs Homeowners Association, Inc. Rental and Leasing Rules

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EXECUTED this day of husus , 2022.
ASSOCIATION:
THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC  President  STATE OF TEXAS   STATE OF TEXAS  STATE OF TARRANT  STATE OF TARRA
This instrument was acknowledged before me on the day of Woodland Springs Homeowners Association, Inc., acknowledged to me that he or she executed the same for the purposes set forth herein.
ACKNOWLEDGED:  Secretary  STATE OF TEXAS  S  COUNTY OF TARRANT  S
This instrument was acknowledged before me on the day of the Court of the Villages of Woodland Springs Homeowners Association, Inc., who acknowledged to me that he or she executed the same for the purposes set forth herein.

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{00586023;1} The Villages of Woodland Springs Homeowners Association, Inc. Rental and Leasing Rules

### EXHIBIT A

THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.
RENTAL AND LEASING RULES

[ON THE FOLLOWING PAGES]

# THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC. RENTAL AND LEASING RULES

THE STATE OF TEXAS \$

COUNTY OF TARRANT \$

WHEREAS, the Villages of Woodland Springs is a residential development located in Tarrant County, Texas (the Subdivision");

WHEREAS, the Subdivision is subject to that certain Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages of Woodland Springs, recorded on February 4, 2016, as Document No. D216023292 in the Official Public Records of Tarrant County, Texas (as amended and/or supplemented, the "Declaration");

WHEREAS, the Declaration subjects the Subdivision to the direction of The Villages of Woodland Springs Homeowners Association, Inc., a Texas non-profit corporation (the "Association") established pursuant to the Articles of Incorporation filed with the Texas Secretary of State on August 18, 2000 (the "Articles");

WHEREAS, the Board of Directors of the Association (the "Board"), acting on behalf of the Association, from time to time exercises its authority under the Declaration, Articles, Bylaws, and Governing Documents, as well as under applicable law, to establish certain rules, regulations, policies, and guidelines with respect to the Subdivision;

WHEREAS, Article 5, Section 5.1 of the Declaration authorizes the Board to establish rules and penalties regarding the use, occupancy, and leasing of dwellings and Lots in the Subdivision; and

WHEREAS, the Board desires that the Association adopt rules with respect to the use, occupancy and leasing of dwellings and Lots within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the Members of the Association, the Association hereby adopts the following Rental and Leasing Rules (the "Rules"):

### Rental and Leasing Rules

- 1. <u>Leasing Requirements</u>. The rental or leasing of any Lot or home in the Subdivision must comply with the following rules:
  - i. <u>Entire Home Rented No Room Rentals</u>. A home or Lot may be leased only in its entirety; no fraction or portion may be leased.

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{00586023;1} The Villages of Woodland Springs Homeowners Association, Inc. Rental and Leasing Rules

- ii. <u>Single Family Residential Use Only.</u> Single family use restrictions apply to any lease.
- iii. <u>Lease to be in Writing</u>. The lease must be in writing and be subject to the Governing Documents.
- iv. Rules to be Provided to Lessee. The Owner must provide the lessee with copies of the Declaration, the Articles, the Bylaws, the Governing Documents and all other rules, regulations, policies and procedures of the Association as a condition of entering into the lease. The lessee may be required to acknowledge, in writing, receipt of the Governing Documents.

#### v. <u>Association Not Liable for Damages</u>.

- 1. The Owner of a leased home is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner or the Owner's tenant. The Owner of a leased home is liable to the Association for any damages caused by lessees, residents, tenants, guests, family members, invitees or agents of the Owner.
- 2. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Governing Documents against the Owner or the Owner's tenant.
- vi. No "For Rent" or "For Lease" Signs. Without the Board's prior written permission, no person may post or maintain a sign anywhere on the Property that advertises a house for rent or for lease other than one (1) sign advertising a Property for rent as provided under Section 5.2.6 of the Declaration. This includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.
- vii. <u>Supervision of Maintenance</u>. The Owner of a leased home is responsible for periodic inspection and supervision of the appearance, condition, and maintenance of the yards and leased home exteriors to ensure that the leased home and Lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with the Declaration.
- viii. Surrogates. The Association may refuse to recognize (1) a lessee as a representative of the Owner unless the lessee presents documentation that the lessee is the Owner's attorney in fact for all purposes pertaining to the leased home, or (2) the lessee is the Owner's appointed proxy for a meeting of the Association.

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- ix. <u>Use of Community Amenities</u>. An Owner who does not occupy a home in the Subdivision is not entitled to use the community amenities if the home is occupied as a leased home. Although an Owner has a general right to delegate to the lessee the Owner's right to use common area amenities, the Association may condition the tenant's use on the Owner's compliance with the Declaration and procedures to confirm ownership and verify tenancy.
- x. <u>Owner Responsibility</u>. The Owner of a leased home remains liable to the Association for all assessments, duties, and communications relating to the leased home and its tenants and occupants.
- 2. <u>Additional Leasing Rules</u>. The following additional rules and procedures have been established by the Board of Directors pursuant to the enforcement authority set forth in the Declaration.
  - i. Registration Required. An Owner that leases a home must register all lessees and occupants with the Association and submit to the Association all information required under Section 5.3.14 of the Declaration, along with all required fees and documentation requested by the Board, within thirty (30) days of each lease. Any renewal of a lease will require the Owner to submit an additional registration. If a lease agreement transitions to a month-to-month lease after the initial term, an Owner will be required to submit an additional registration. Thereafter, the Owner will be required to submit registration information on an annual basis.
  - ii. Registration Fee. The Association may charge a registration fee that must be submitted at the time of registration. As of the effective date of these Rules, the registration fee is \$150.00. Any renewal of a lease will be subject to an additional registration fee. If a lease agreement transitions to a month-to-month lease after the initial term, a new registration fee must be submitted. Thereafter, the registration fee must be submitted on an annual basis.
  - iii. <u>Leasing Restrictions</u>. A Lot or home may be leased only in its entirety; no fraction or portion may be leased. Single family use restrictions in the Governing Documents apply to any lease.
- 3. <u>Fines.</u> Owners violating these Rules may be fined at the sole and absolute discretion of the Board as provided in the Association's Fine and Enforcement Policy.
- 4. <u>Existing Leases</u>. Owners must submit the registration information provided under Section 2(i) above to the Association for leases in existence as of or prior to the date these Rules have been recorded within sixty (60) days after the date of recordation.

Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have 5. the meanings set forth in the Declaration. Unless expressly amended by these Rules, all other terms and provisions of the Governing Documents will remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

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{00586023;1} The Villages of Woodland Springs Homeowners Association, Inc. Rental and Leasing Rules

# **Common Violation Information**

It is the goal of Homeowner Associations to assist homeowners in maintaining a wonderful and attractive place to live, and part of that task includes code compliance and resulting violations. We understand that most homeowners would like to be in compliance and may not know about certain rules, what follows is a summary of frequent violations as well as the standard violation process and timetable.

Over the past several years of enforcement efforts we have collected significant information on various violations throughout the community, below are the top 5 most common violations found within VOWS and what the expectation is for each. Further information and specifics for each of these violations can be found in the CC&R's, specific locations within the CC&R's are referenced on each violation listed.

CC&R's can be found at <a href="http://www.woodlandspringshoa.com/forms/">http://www.woodlandspringshoa.com/forms/</a>

#### Storage of Trash Cans (5.2.3)

o Trash cans must be stored away from street view.

#### - Fence Repair and Maintenance (5.3.4)

- o All fences must be maintained in good and sightly condition.
- Shared Fences between homes are the joint responsibility of the involved homeowners

#### Basketball Hoops (5.3.12)

 Must be kept in good condition and stored in a location and manner that would not encourage play on the street or block the sidewalk.

#### Landscape Maintenance (5.3.3)

- Each Owner / Resident, at their own expense, must maintain the yards on their lot with an appearance that is commensurate with neighborhood standards, such as
  - Maintain attractive ground cover of grass or sod
  - Maintain one (1) tree in the front yard of approved type
  - Maintain irrigation systems
  - Mow and edge lawns regularly and remove weeds

#### Boats, Trailers, or Inoperable Vehicles (5.3.11) (5.3.18)

- o Driveways may not be used for storage of boats, trailers, or inoperable vehicles
- Busses, trailers, mobile homes etc. are not allowed to be parked on streets, driveways, or alleys

# VOWS CURABLE VIOLATION PROCESS

- 1. First Notice Friendly Reminder (14 Days to correct)
- 2. Demand Letter (TROPA) Required by law, certified notice, 45 days to correct (Section 209.006)
- 3. Fine Letter \$25 per violation (Reinspected every 7 Days)
- \*\*\*Fines (\$25) will increase by \$25 for each subsequent violation (\$25 > \$50 > \$75) no set cap.\*\*\*

# VOWS UNCURABLE VIOLATION PROCESS

- Demand Letter (TROPA) Certified notice, 45 days to correct (Section 209.006)
   \*\*\*The Board maintains the right to move directly to Fine status\*\*\*
- 2. Fine Letter \$50 per violation
- 3. Second fine letter \$100 per violation
- 4. Third Fine Letter \$200 (each subsequent violation will result in a fine in the amount of \$200)

Uncurable Examples
Shooting fireworks
An act constituting a threat to public health or safety
A noise violation that is not ongoing
Property damage
Holding a garage sale or other event prohibited by a governing document