

## **MONTERRA RIDGE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**

This revised policy replaces the Rules and Regulations, dated December 8, 2004 in its entirety.

**WHEREAS** Article II, Section 2.4 of the MONTERRA RIDGE Declaration of Covenants, Conditions and Restrictions states that "The Board shall have the power to adopt from time to time any rules and regulations and form such committees as are deemed necessary for the benefit and enjoyment of the Association and/or its Members."

**WHEREAS** Article II, Section 2.6 of the MONTERRA RIDGE Declaration of Covenants, Conditions and Restrictions states that "The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution."

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the MONTERRA RIDGE Homeowners Association Board of Directors adopts, by resolution, the following procedures for violations in accordance with the governing documents of MONTERRA RIDGE.

### **PROCEDURE FOR LOT MAINTENANCE**

The following procedures will be followed for homeowners of MONTERRA RIDGE for Lot maintenance violations of the Covenants, Conditions and Restrictions (CC&R'S) of the Association.

1. When a violation has been observed, the Managing Agent will advise the homeowner, in writing, of the violation and request that the situation be corrected, as well as a timetable for corrective action, which will be 5 days from the date of notice.
  
2. A follow-up inspection will be conducted on the deadline date of the first notice of violation. Failure to comply within the time frame specified, will result in a **SECOND NOTICE OF VIOLATION**, wherein the Association shall invoke Section 8.5 Nonperformance by Owners of the Covenants, Conditions and Restrictions (CC&R's) of the Association "If any Owner fails to maintain any portion of his Lot or the Improvements located thereon which he is obligated to maintain under the provisions of the Declaration, the Association has the right, but not the obligation, after fourteen (14) days notice, to enter upon such Owner's Lot to perform the maintenances and repairs not performed by the Owner. The cost of any such work performed by or at the request of the Association shall be paid by the Owner of the Lot upon demand of the Association. Amounts due shall be a lien upon the Owner's Lot and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in the Declaration for the collection and enforcement of assessments."
  
3. If there are extenuating circumstances, the Owner shall submit this in writing for the Board's consideration.

## GENERAL RULES

The following procedures will be followed when fining homeowners of Monterra Ridge Homeowners Association for violations of the Covenants, Conditions and Restrictions (CC&R) of the Association.

1. When a violation has been observed the homeowner will be sent a notice by the Managing Agent advising the homeowner of the violation and requesting that the situation be corrected.
2. When the violation is repeated a second time the homeowner will be sent a notice by the Managing Agent advising him/her that the Board of Directors may impose a fine for the violation.
3. When the violation is repeated a third time a certified letter will be sent to the homeowner by the Managing Agent inviting him/her to the next scheduled meeting of the Board of Directors to show just cause why a fine should not be assessed.

Should the homeowner fail to appear before the Board, the Directors may impose a fine in absentia. Any fine imposed against a homeowner must follow the established guidelines for fining.

When a fine has been imposed the homeowner will be sent notification and given five (5) days to pay the fine. If the fine is not paid within the allotted time, the amount of the fine will be added to the homeowner's ledger card. The Board of Directors may file a lien against the Lot to protect the interest of the Association. The homeowner will be responsible for all cost incurred as a result of placing a lien on a Lot, including all legal fees should the Board of Directors decide to begin foreclosure proceedings against the Lot.

Should a homeowner be written up for weeds, trashcans, parking or any CC&R violation three (3) times for a similar violation within a one-year period, they will be invited to attend an Executive Session to show cause why they should not be fined for non-compliance.

Homeowners are allowed to bring an RV or camper into the community for loading or unloading, as long as the homeowners contact the Management Company BEFORE bringing it into the community and it is **removed no later than 12noon the following day**. Should a homeowner be written up for two (2) RV/Camper violations within a two-year period, they will be invited to attend an Executive Session to show cause why they should not be fined.

## FINES

The Board of Directors or Covenant Committee will observe the following procedures when imposing fines against homeowners for violations of the Covenants, Conditions and Restrictions (CC&R) of the Association.

The President or the Board of Directors may, at its sole and absolute discretion, waive the three notice required in the above paragraph, for any act it believes presents a clear and present danger to residents and guests.

- Article 5, Section 10 - Additional Powers of the Board. The Board may fix a fine of up to \$10,000.00 for failure to obtain required approval from the Architectural Committee.
- Article 6, Section 2- Residential Use.  
INITIAL FINE: \$100.00. An additional fine of \$25.00 per day for every day of non-compliance after a five (5) day notice has been given.
- Article 6, Section 3 - Animals.  
INITIAL FINE: \$50.00. An additional fine of \$25.00 per day for every day of non-compliance after a five (5) day notice has been given.
- Article 6, Section 4 - Antennas.  
INITIAL FINE OF \$50.0. An additional fine of \$25.00 per day for every day of noncompliance after a five (5) day notice has been given.
- Article 6, Section 5 - Utility Service.  
FINE - in accordance with Article 5 Section 10. See above
- Article 6, Section 6 - Temporary Occupancy  
INITIAL FINE of \$50.00. An additional fine of \$25.00 per day for every day on noncompliance after a five (5) day notice has been given.
- Article 6, Section 7 - Trailers, RV, Boats, Motor Vehicles over 22 ft, or any Motor Vehicles blocking the sidewalk  
INITIAL FINE of \$75.00. An additional fine of \$50.00 per day for every reported incident after a five (5) day notice has been given.
- Article 6, Section 8 — Nuisances  
INITIAL FINE of \$25.00. An additional fine of \$10.00 per day for every day of non-compliance after a five (5) day notice is given.
- Article 6, Section 9 — Trash Containers and Collection  
INITIAL FINE of \$25.00. An additional fine of \$10.00 per day for every day on non-compliance after a five (5) day notice is given.

