

**DEANE GARDENHOME  
ASSOCIATION  
RULES AND REGULATIONS  
CC&R VIOLATION AND ENFORCEMENT POLICY**

Deane Gardens Homeowners' Association, Inc. has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary fines for continuing violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board.

**First Notice:**

A letter will be mailed to the Owner of the property outlining the violation. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be mailed to the tenant at the property address. The Owner will be given fourteen (14) calendar days to bring the violation into compliance.

**Second Notice:**

The Association will issue a second Notice if, not less than fourteen (14) calendar days from the issuance of the first Notice, if the Owner has not corrected the violation, or contacted the Association that the violation(s) are scheduled to be addressed. The second Notice will inform the Owner that a monetary penalty, not exceeding the Maximum Initial Monetary Penalty (as established on the Schedule of Penalties), will be imposed for the violation(s), if the violation(s) is repeated or has not been corrected after fourteen (14) calendar days from the date of the Second Notice.

**Third Notice and Assessment of Initial Monetary Penalty:**

The Association will assess a Maximum Initial Monetary Penalty every month that the Owner has not corrected or removed (or has chosen not to correct or remove) the violation(s) or the violation(s). The fines will be assessed on the 1<sup>st</sup> of each subsequent month of non-compliance.

**Additional Monetary Penalty:**

After the imposition of the Maximum Initial Monetary Penalty, the full amount of the Additional Monetary Penalty may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

**Exception to Notice Procedure:**

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or potential collapse of a structure.

**Right of Self-Help:**

The Association has the right (but not the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association.

**Opportunity to be Heard:**

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R's or the other Project Documents, particularly if the violation results in an assessment. Before any fine is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide timely written request for a hearing. If the hearing is scheduled, and attended, the Owner is bound by the decision of a majority of the Board.

## SCHEDULE OF MONETARY PENALTIES

Violation	Maximum Initial Monetary Penalty	Additional Monetary Penalties (each month of non-compliance)
Trash Containers not stored properly, or any unauthorized items stored on a driveway or in front of the residence	\$25	\$25
Commercial / Recreational Vehicles, boats, trailers, or non-operational vehicles parked on DG driveways and streets	\$450	\$450
Vehicle Repair on DG driveways and streets	\$50	\$50
Unauthorized Pets/Animals	\$100	\$100
Incomplete Landscaping	\$100	\$100
Failure to maintain fresh paint, stucco or wood stain on all exterior walls and visible wood trim or awnings	\$350	\$350
Hazardous Structure/Walls	\$400	\$400
Non approved outer paint color	\$150	\$150