

**West Airport Homeowners Association****PROPERTY MAINTENANCE POLICY**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions ("deed restrictions") for West Airport Homeowners Association section one states:

*Article V, Section S - In the event of default on the part of the Owner or occupant of any Lot in observing the requirements herein set forth, or any of them, and the continuance of such default after ten (10) days written notice thereof, Declarant or its assigns or the Association shall, without liability to the Owner or occupant in trespass, or otherwise, have the right to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.*

AND WHEREAS, the Declaration of Covenants, Conditions and Restrictions ("deed restrictions") for West Airport Homeowners Association sections two and six state:

*Article VII, Section 22 - In the event of violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot and the exterior of the residence and any other improvements located thereon. ... The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance or other work authorized herein.*

AND WHEREAS, the Board of Directors desires to set guidelines and a uniform policy for forced maintenance on individual properties,

NOW THEREFORE, the following guidelines and procedures are hereby adopted.

- A. Forced maintenance may be used on the following categories of deed restriction violations:

529-89-0092

- \* Lawn care including mowing, edging, bed weeding and shrubbery pruning
- \* Tree pruning and removal of dead wood
- \* Yard tree planting to meet guidelines
- \* Fence and gate repairs
- \* Gutter repairs
- \* Mailbox repair or replacement
- \* Trash removal
- \* Mildew cleaning from walls, fences, brick mailboxes and exterior house/garage surfaces
- \* Graffiti cleaning from the residence, garage, walls, fences and concrete surfaces

Note that on mailbox repairs or replacements, it is unlawful to touch, tamper with or view any mail in the box. Maintenance will only be done if the box is empty and a photograph of the opened, empty mailbox will be taken as evidence that there was no mail in the box when the work was done.

- B. Unless otherwise directed, the Community Manager shall be given the authority to use discretion in resolving a particular deed restriction violation through the normal letters process or by forced maintenance under this policy.
- C. Before maintenance is undertaken on a property, a minimum of one letter will be mailed to the owner of record, clearly stating the work needed, the timeframe in which it must be completed, the remedy that it will be assigned to a contractor and that the costs will be billed back to the owner. A sample letter is attached to this policy.
- D. On any forced maintenance, the full cost of the work plus a \$20 administrative fee will be billed back to the owner's account. Collection of the maintenance costs will be done per the Association's standard collection procedures.

Adopted: June 19, 1996

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