

MAJESTIC OAKS HOMEOWNERS ASSOCIATION, INC.

LAWN MAINTENANCE ENFORCEMENT POLICY

Purpose

To adopt a policy, which upholds the CC&R's standards on maintaining a property regarding lawn maintenance which includes but is not limited to, cutting the grass; edging all concreted areas [curbs, walkways and sidewalks] and fenced areas; weeding the flower beds; keeping the lawn neat and clean and trimming the trees, shrubs, and hedges. Shrubs and hedges must be well maintained. Also, watering and fertilizing the lawn and treating insects with insecticide when needed. The above mentioned maintenance is customarily conducted on a regular 7-10 day basis in the spring and summer, 10-20 day basis during the fall and winter, or other schedule as required by the change of season.

Authority

As authorized by the Majestic Oaks Declarations, Article IV, Section 25, the Association reserves the right to cure the infractions after thirty (30) days notice, and to charge the owner for the cost of such work.

"The Owner of each Lot shall sod or sprig with grass the area between the front of the residence and the curb line of the abutting street. The grass shall be of a type and within standards prescribed by the Committee.

Grass and weeds shall be kept mowed and edged to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or person with the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant or the Association the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in a decent appearance by the Owner. In the event any Owner fails to keep his Lot in a neat and orderly appearance, the Association may cause it to be mowed and trimmed and the cost thereof shall be reimbursed by the Owner within ten (10) days of demand thereof. Such duty of reimbursement shall be secured in the same manner as that of the assessments in Article V herein."

Policy

Notification: Following a Deed Restriction inspection and violation verification, a owner in violation of the deed restrictions shall receive notification of the violation as follows:

- A. Thirty (30) day letter
 - a. Upon inspection of property a letter certified return receipt requested and First Class mail will be sent to notify the owner and tenant (if

applicable) of the infraction of the Deed Restrictions and to request correction of the violation within thirty (30) days.

This notification letter will contain:

- 1) A general description of the infraction
- 2) A notice to owner that they are entitled to a "reasonable" period to cure the infraction.
- 3) A notice that the owner may request a hearing on or before the 30th day from the date of the letter.
- 4) Language to indicate that if a hearing is not requested and the violation is not cured by the 30th day, all fees, related expenses and/or cost incurred by the Association in order to bring the property into compliance shall be charged to the owner's account.

Non-Compliance Upon Notice

If the homeowner fails to comply within the thirty (30) days notice, the Association upon approval by the Board of Directors may bring the property into compliance at the owner's expense.

B. Notice of Forced Maintenance:

- a. Upon completion of the Association correcting the infraction a notice will go out to the owner with a completed statement once the Declarant receives invoice from Maintenance Company. Two charges will be sent to the homeowner, 1) For the cost that the maintenance company charges, 2) A \$25.00 fee which will go to the Association for the handling of the infraction.
- b. The fees assessed are to be paid within ten (10) days and if not will be subject to penalty and lien proceeding as mentioned herein.

Adopted August 26th, 2008

President
Ramona Boebinger

Secretary
Daniel Bil