



## **Country Village Townhouse Association, Inc. Lawns and Grounds Maintenance Resolution**

**WHEREAS**, the Board of Directors of the Country Village Townhouse Association, Inc. is empowered to govern the affairs of the Townhouse Association pursuant to Article II, Section 2.0 of the Bylaws. These procedures were originally promulgated in August 1999 but for some reason were never distributed or included with the by-laws for the community. Therefore, after discussion, the current Board of Directors has approved their distribution at this time.

**WHEREAS**, Section 3.0 of the Certificate of Incorporation states that "The purposes for which the corporation is formed to provide for maintenance, preservation and architectural control of the real property... known as Country Village subdivision."

**WHEREAS**, the Article V, Section 9.0 of the By-Laws states that "In order to provide for the congenial occupancy of the LAND and for the protection of property values of the LOTS, the use of the LAND shall be restricted to and shall be in accordance with the RULES AND REGULATIONS concerning the use of the LOTS and the DECLARATION PROPERTY may be promulgated and amended from time to time by the BOARD OF DIRECTORS provided that copies of such RULES AND REGULATIONS are furnished to each OWNER not less than five (5) days prior to the time they become effective."

**WHEREAS**, the Article V, Section 8.0 of the By-Laws states that "All maintenance, repairs and replacements to any LOT, whether structural or non-structural, ordinary or extraordinary, shall be made by the OWNER or such LOT..."

**WHEREAS**, the Article V, Section 8.0, Paragraph (D) of the By-Laws states that "Those areas of the Lots expose to public view shall be kept clean and in good appearance at the sole cost and expense of the OWNERS thereof."

**WHEREAS**, the Article FIFTEENTH of the Declaration of Covenants, Easements and Restrictions of the Country Village Townhouse Association, Inc. (hereinafter referred to as the "Declaration") states "The Association shall have the duty and obligation to enforce provisions of the covenants, restrictions and easements ... for the benefit of the Association and the Owners ..."

**WHEREAS**, the Article V, Section 7.0 of the By-Laws states that, "In the event that any OWNER shall violate or breach any of the provisions of the DECLARATION or these BYLAWS on his part to be observed or performed, the BOARD OF DIRECTORS shall have the right to enjoin, abate or remedy the continuance or repetition of any such violation or breach ..."

**WHEREAS**, the Article II, Section 2.0, Paragraph (P) of the By-Laws sets forth the powers and duties of the Board of Directors, and includes, but not limited to, "The power to enforce the DECLARATION and any easement and deed restrictions placed on the LOTS."

**WHEREAS**, there is a need to clarify and set forth standards relating to the general lawn and grounds maintenance of all Lots in the Country Village Townhouse Association community and shall be applicable to all owners, tenants, guests and invitees and shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

**NOW, THEREFORE BE IT RESOLVED THAT** the rules and regulations regarding the lawn care and grounds maintenance of LOTS shall be interpreted as follows:

- ✓ All lawn and ground areas of the LOTS shall be regularly maintained in a reasonably neat and orderly condition so the same meets the approval of the BOARD and/or it's authorized representative. Maintenance shall consist of, but not be limited to mowing, shrub and tree pruning, fertilization, edging, irrigation and any other procedures consistent with good horticultural practice necessary to ensure normal, healthy growth and development of the turf areas, shrub plantings, trees and bedding areas.
- ✓ All dead and/or diseased and dying trees, shrubs and other plantings shall be removed in a timely manner so as not to be unsightly or unsafe to neighboring dwellings.

**NOW, THEREFORE BE IT RESOLVED THAT** the rules and regulations regarding the additions of new plantings, gardens and other grounds alterations shall be interpreted as follows:

- ✓ An owner who wishes to alter the landscape design of their LOT shall submit their request to the BOARD in writing with appropriate plans and specifications. Landscape changes shall include, but not be limited to, substantial substitution or addition of shrubs and/or trees, addition/expansion of shrub bed(s), and other changes that would alter the original appearance of the LOT. Approval will be issued by the BOARD in writing after appropriate review.
- ✓ The intent of this provision shall provide for the congenial occupancy of the LAND while recognizing the need for individuality and creative improvements. Accordingly changes which do not substantially alter and are in harmony with the appearance of a LOT shall not require BOARD approval.

- ✓ Applications for new plantings, when required, shall include a description of the types and sizes of shrubs and trees to be planted and a site plan showing the relationship of plantings to the house and adjacent Lots. Consideration shall be given to the type of shrubs and trees to be planted, specifically with regard to the mature growth size.
- ✓ The planting of annual or perennial flowers, ground cover, the replacement of individual shrubs and trees and similar activities do not require prior approval.
- ✓ The planting of vegetable or herb gardens shall be permitted provided they are:
  - ✓ Located at the rear of the dwelling.
  - ✓ Size does not exceed ten (10) feet by ten (10) feet.
  - ✓ Continuously maintained and in harmony with its surroundings.
  - ✓ Affected areas restored and reseeded when no longer used.

**NOW, THEREFORE BE IT RESOLVED THAT** the Association reserves the authority and intends to complete periodic inspections, of the lawn and grounds of the Lots, evaluating the level of maintenance ensuring that each Lot is neatly maintained and meets minimum acceptable standards, in the determination of the Association or its authorized representative.

**NOW, THEREFORE BE IT RESOLVED THAT** in the event of any non-conformance with the standards as set forth above, or as may be amended by the Board of Directors, the Association shall reserve unto itself the following authority, in addition to other remedies which may be provided for in the governing documents, Association policy or applicable statute.

- ✓ The Association, after giving the Owner written notice and allowing a reasonable timeframe to take corrective action, may initiate the necessary and appropriate action(s) and services, including but not limited to mowing, weed whacking and shrub/tree removal, etc., to ensure that the Lot(s) conforms to Association standards as set forth herein, all in a responsible and workmanlike manner, at the sole expense of the violating Owner, including any and all administrative and collection expenses and fees, as applicable.

A ten dollar (\$10) Administrative charge will be applied per each billing. However, any singular job authorized by the Board of Directors, or its representative, which totals greater than \$100.00 shall be subject to an Administrative charge equal to fifteen (15%) percent of the total project cost. A Lot owner shall be provided not less than ten (10) and not more than twenty (20) days to remit payment in full. All expenses incurred shall be charged against a Lot Owner and shall be deemed an assessment against the Unit of such Owner and, as such, shall be a charge and continuing lien upon such Unit, and shall constitute a personal obligation of the Unit owner and shall be collectible in the same manner as Association charges.

In addition or as an alternative to the preceding, the Association at it's option, after giving the Owner written notice and allowing a reasonable timeframe to take corrective action and impose monetary penalties, whether a one time and/or per diem charge, the amount and severity of which shall be reasonably related to the violation and to the aim of curing the non-conformance and deterring similar future reoccurrences, if applicable. Monetary penalties shall be imposed against a Unit Owner and shall be deemed an assessment against the Unit of such Owner and, as such, shall be a charge and continuing lien upon such Unit, and shall constitute a personal obligation of the Unit owner and shall be collectible in the same manner as Association charges.

Adopted this day of April 10, 2007  
Country Village Board of Directors