

**Heritage Greens of Hudson Community Association  
Hudson, WI**

**Policy Resolution #1: Policy Resolution Relating to Violation Processing and Fines**

Enacted: 21 January 2014

Effective: Immediately

WHEREAS, the Heritage Greens of Hudson Community Association (hereinafter "Master") is empowered to exercise all of the powers, duties and authority vested in or delegated to this Association by provisions of the Articles of Incorporation, Bylaws, and the Master Declaration of Covenants, Conditions, Restrictions and Easements, and other municipal, state and federal laws; and,

WHEREAS, Sections 8:3-8:10 of the Master Declaration of Covenants, Conditions, Restrictions and Easements states the following:

8.3 Application and Approval Required. Except as otherwise authorized by this Section 8, no Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and location of the Improvement shall have been submitted to and approved in writing by the A.R.C. Approval shall be requested by written application on such forms as may be required by the A.R.C. As part of the application process, two complete sets of plans and specifications, including site survey, prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.C. shall be submitted. The A.R.C. may require submission of samples of building materials and colors proposed to be used. The applicant shall also apply for approval to the City or other governmental authority having jurisdiction over the subject of the application, if required by the governmental authority. If the information submitted to the A.R.C. is, in the A.R.C.'s sole opinion, incomplete or insufficient in any manner, the A.R.C. may require the submission of additional information.

8.4 General Standards. The A.R.C. has authority to approve, conditionally approve or deny an application, in its sole and absolute discretion. In making its determinations, the A.R.C. shall consider, at a minimum, the following general criteria:

8.4.1 Compatibility of color, size, location, type and design for high quality Dwellings and other Improvements in Neighborhoods with attached housing or uniform design requirements.

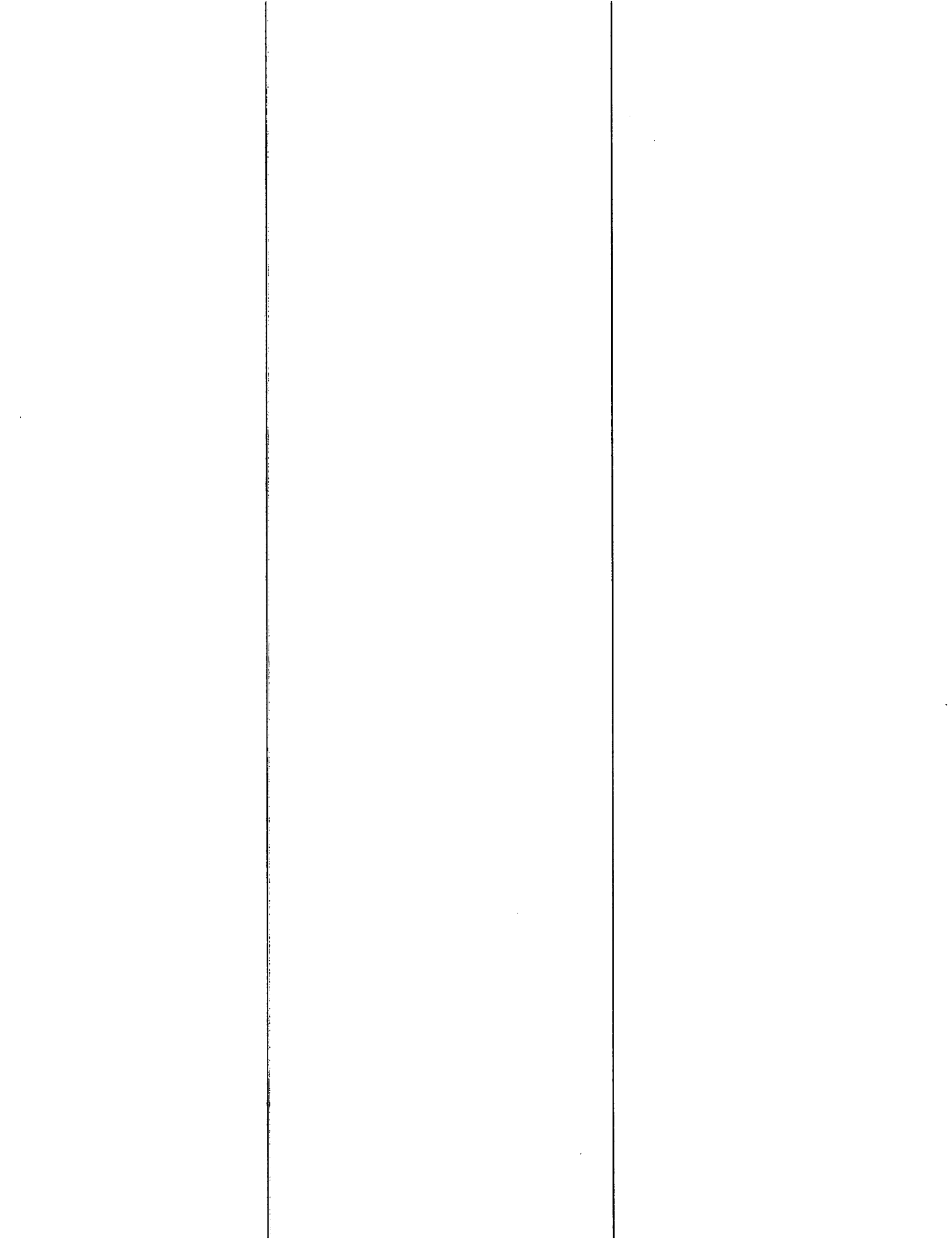
8.4.2 Comparable or better quality of materials as used in existing buildings or other Improvements on the Property.

8.4.3 Compliance with architectural and landscape standards, restrictions and guidelines:

8.4.3.1 in the applicable Neighborhood Governing Documents,

8.4.3.2 established by the Neighborhood Association if approved by the A.R.C.,  
or

8.4.3.3 established by the Neighborhood Declarant or Neighborhood Developer in connection with the original development of the Neighborhood, so long as the Neighborhood Declarant or Neighborhood Developer owns



an unsold unit for sale or has the right to add additional property to the Neighborhood.

8.4.4 Adequate protection of the Property, the Master Association, Owners and Occupants from liability and liens arising out of the proposed alterations.

8.4.5 Compliance with governmental laws, codes, ordinances and regulations.

8.4.6 Preservation of existing trees and vegetation, and the storm water ponds and wetlands located on or adjacent to the Property.

8.5 Special Standards. In addition to general standards approved by the A.R.C., the following specific restrictions and requirements shall apply.

8.5.1 Only one Dwelling shall be permitted within a Unit. Notwithstanding the foregoing, an Accessory Residential Space to the extent permitted by the City and the Neighborhood Governing Documents, and approved by the A.R.C. is permitted.

8.5.2 A Neighborhood Developer, Neighborhood Declarant or builder who purchases a Unit for the purpose of erecting a Dwelling thereon, may use the Dwelling as a model home subject to (i) approval by the Master Developer and (ii) compliance with any applicable City requirements.

8.5.3 Dwellings and other Improvements located within a Unit shall comply with the applicable City set-backs and other state and local building requirements.

8.5.4 All fences shall be subject to approval by the A.R.C.

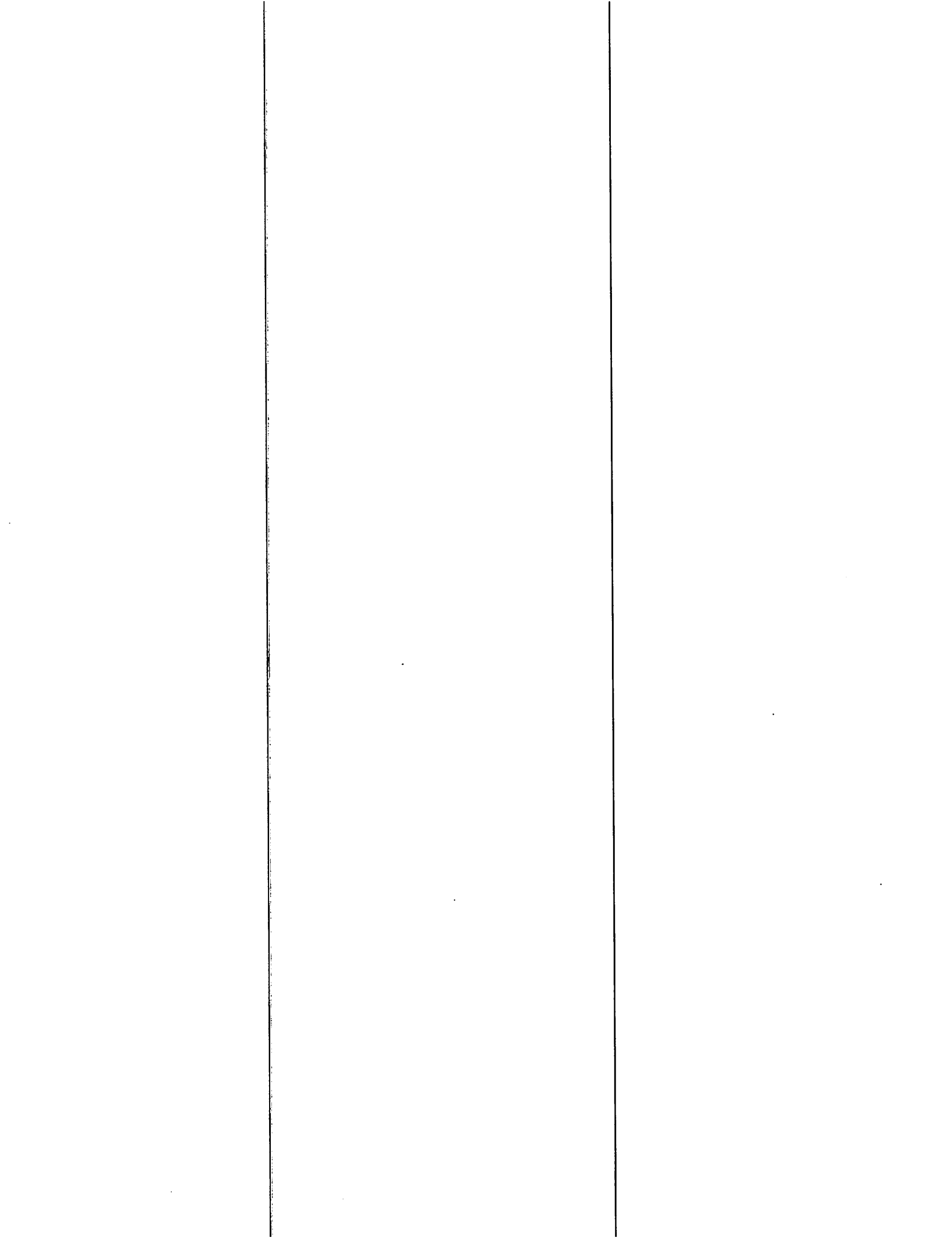
8.5.6 Weather permitting, driveways shall be hard surfaced with asphalt, concrete or pavers as soon as possible after substantial completion of the Dwelling located within the Unit.

8.5.7 Unless otherwise replaced by the Owner's Neighborhood Association, Owners are required to replace any damaged or diseased trees within the Owner's Unit or in the public right of way adjacent to the Unit with a similar species, or a native species approved by the A.R.C. after expiration of any warranty on such trees.

8.6 Notice of Decision. The A.R.C. shall approve or disapprove the application and notify the applicant in writing within forty-five days following the receipt of the application and all other required information. The notice shall state the approval or denial of the application, or any qualifications or conditions of approval. If the A.R.C. disapproves the application, it shall state the grounds upon which the disapproval is based. Any applicant may appeal the decision of the A.R.C. to the Master Board within thirty days of the A.R.C.'s decision. The Master Board shall make its determination and notify the applicant within thirty days of receipt of the appeal. The determination of the Master Board shall be final and binding upon the applicant; provided, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Master Declaration, or which violates any governmental law, zoning or building ordinance, or regulation.

8.7 Exception and Variances.

8.7.1 Notwithstanding anything to the contrary in this Section 8, the installation of satellite dishes and antennas, shall be governed by federal law.



8.7.2 The A.R.C. may, in its sole discretion, grant variances from the requirements contained in Section 8 or otherwise established by the A.R.C, on a case by case basis; provided, that the variance sought (i) involves unique circumstances, (ii) is reasonable, (iii) does not impose a hardship upon other Owners, and (iv) does not violate any governmental law, ordinance, code or regulation. The granting of such a variance by the A.R.C. shall not nullify or otherwise affect the A.R.C.'s right to require strict compliance with its requirements on any other occasion.

8.8 Certificate of Compliance. Prior to the use or occupancy of any Improvement the builder or prospective users shall obtain a Certificate of Compliance from the A.R.C, certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the A.R.C. The A.R.C. may, from time to time, delegate to a member or members of the A.R.C, or to the Master Association manager, the responsibility for issuing Certificates of Compliance.

8.9 Remedies for Violations. The A.R.C, and any agent or member of the A.R.C, has the right of entry and inspection upon any portion of the Property for the purpose of determining whether there is compliance with the applicable architectural standards. The Master Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from any Person causing or permitting the violation all attorneys' fees and costs of enforcement incurred by the A.R.C. and Master Association, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Master Association shall, upon thirty days' notice, have the right to enter the Owner's Unit and to restore any part of the Dwelling, building or Property to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration, and any professional, administrative or other fees or costs incurred in connection with the Master Association's remedial actions, shall be a personal obligation of the Owner and a lien against the Owner's Unit. The A.R.C. may, in addition to its other remedies, record against the Unit, in the public records of the county, a Certificate of Noncompliance stating that the Improvements fail to meet applicable architectural standards.

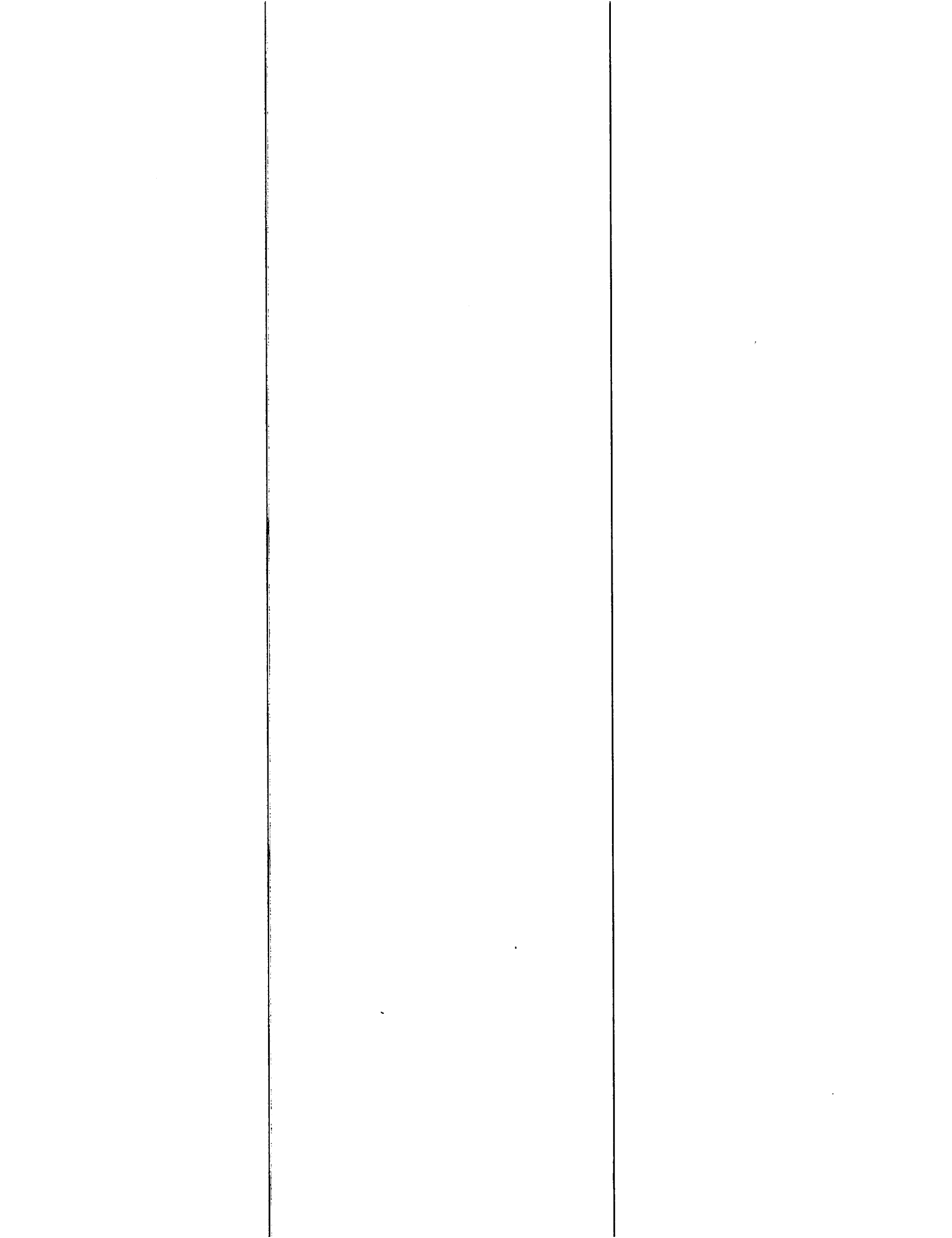
8.10 Review Fees. The A.R.C. may adopt a schedule of reasonable fees for processing applications for architectural approval. The fees, if any, shall be payable to the Master Association at the time that the application is submitted to the A.R.C.

WHEREAS, there is a need for the Master Board of Directors to give direction regarding the process associated with the enforcement Section 8 of the Master Declaration of the Covenants, Conditions, Restrictions and Easements requirements and the action of imposing fines against Lots that are in violation; and,

WHEREAS, it is the intent that this policy be applicable for the processing of violations of the Articles of Incorporation, Bylaws, and the Master Declaration of Covenants, Conditions, Restrictions and Easements, and other municipal, state and federal laws, and the imposing of fines against an Owner(s) of a Lot(s) that is/are in violation. This resolution will be in effect from the date listed above until it is rescinded, modified or amended by a majority of the Board of Directors

NOW THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted by the Master Board of Directors regarding the process of determining a violation and enforcement of the Master Declaration of Covenants, Conditions, Restrictions and Easements, and Architectural Design Guidelines.

- 1 Any Owner(s) of a Lot that is in violation of the Covenants, Conditions and Restrictions or Architectural Control requirements shall be issued a violation notice by the Association's management company or the Board of Directors.



- 2 The Owner(s) of the Lot that is in violation of the Covenants, Conditions and Restrictions or Architectural Design Guidelines will be given a specified number of calendar days to correct the violation.
- 3 Enforcement of violations will be handled in accord with Section 11 of the Declarations of the Heritage Greens of Hudson Community Association. Stated as follows.

11.1 **Entitlement to Relief.** The Master Association has authority to commence legal action to recover sums due, for damages, for injunctive relief, or any combination thereof, or an action for any other relief authorized by the Master Governing Documents or available at law or in equity. Legal relief may be sought by the Master Association against any Member or Owner, or by a Member against the Master Association or another Member or Owner, to enforce compliance with the Master Governing Documents, the Master Rules, the Act or the decisions of the Master Association. However, no Neighborhood Association may withhold any Master Assessments and no Owner may withhold any assessment made by a Neighborhood Association, or take or omit other action in violation of the Master Governing Documents, the Master Rules, the Neighborhood Governing Documents or the Act as a measure to enforce such Person's position, or for any other reason.

11.2 **Remedies.** in addition to any other remedies, express or implied, administrative or legal, the Master Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners or Members who violate the provisions of the Master Governing Documents, Master Rules or the ARC

11.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

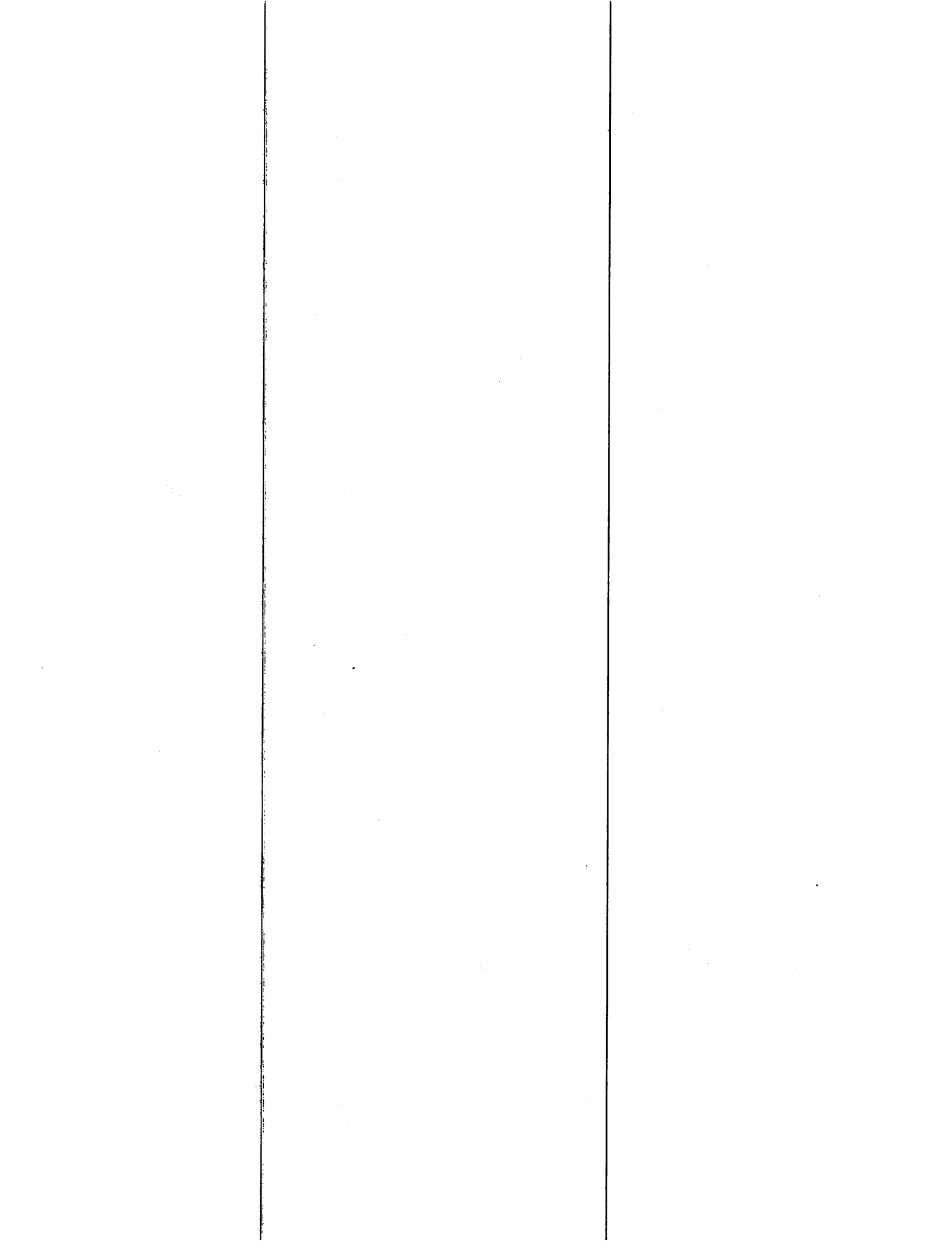
11.2.2 Impose late charges of up to the greater of \$20, or 15% of the amount past due, for each past due Master Assessment or installment thereof, and impose interest at the highest rate permitted by law on all such unpaid amounts from the due date.

11.2.3 If any Master Assessment or installment thereof becomes more than thirty days past due, all remaining installments of assessments assessed against the Member may be accelerated by the Master Association, and shall then be payable in full together with all costs of collection and late charges. Ten days' advance written notice of the acceleration shall be given to the defaulting Person.

11.2.4 Impose reasonable fines, penalties or charges for each violation of the Master Governing Documents, the Master Rules, or the Act.

11.2.5 Suspend the rights of any Member to vote when the Member is in violation of the Master Governing Documents, the Master Rules or the Act.

11.3 **Rights to Hearing.** Before the imposition of any of the remedies authorized by Section 11.2.4 or 11.2.5, the Master Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The hearing shall be held before a committee of three or more disinterested Owners appointed by the Master Board (the "Hearing Committee"). The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten days within which to request a hearing. The hearing shall be held within thirty days of receipt of the hearing request, and with at least ten days' notice to the offender. If the offender fails to appear at the hearing, then the right to a hearing shall be waived and the Hearing Committee may take such action as it deems appropriate. The decision of the Hearing Committee, and the rules for the conduct of hearings established by the Hearing Committee, shall be final and binding on all parties. The resulting decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.





11.4 Liability for Owners' and Members' Acts. A Member, Owner or Occupant shall be liable for the expense of any maintenance, repair or replacement of the Property arising out of their acts or omissions, or the acts or omissions of their invitees to the extent that such expense is not covered by the proceeds of insurance.

11.5 Costs and Attorneys' Fees. With respect to or any measures, legal, administrative, or otherwise, which the Master Association takes to enforce the provisions of the Master Governing Documents, the Act or the Master Rules, the offender shall promptly pay or reimburse the Master Association for any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Master Association, fees of attorneys and other professionals, court costs and collection agency contingent fees.

4 Offenses of a Continuous Nature which are capable of being cured, and which are not cured within the stated time frame of written notice/appeal, shall be subject to the imposition of a fine on a "per day" basis starting on the 8<sup>th</sup>/31<sup>th</sup> day following written notice, according to the Schedule of Fines. Subsequent (repeat) offenses are subject to an initial fine of double the amount listed in the Fine Schedule for each day the violation remains.

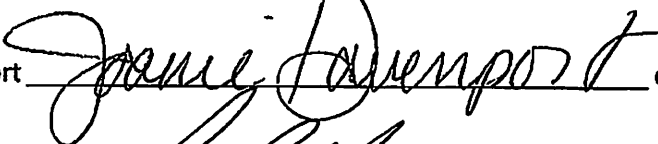
5 Owners shall be responsible for the payment of any fine or other penalty imposed as a result of a violation by a member of the Owner's household and such Owner's guest, contractor, invitee, licensee, and/or tenant.

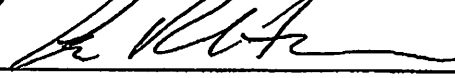
6 If any fine imposed on the Owner by the Master Association is not paid in full by said Owner within thirty (30) days after the date on the initial fine letter, then the amount of the Fine shall be added to the amount of the Assessment of Common Expenses charged to the Owner and shall be enforceable as an assessment in accordance with the Declaration, Bylaws and applicable law.

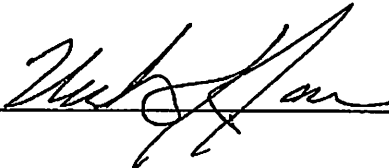
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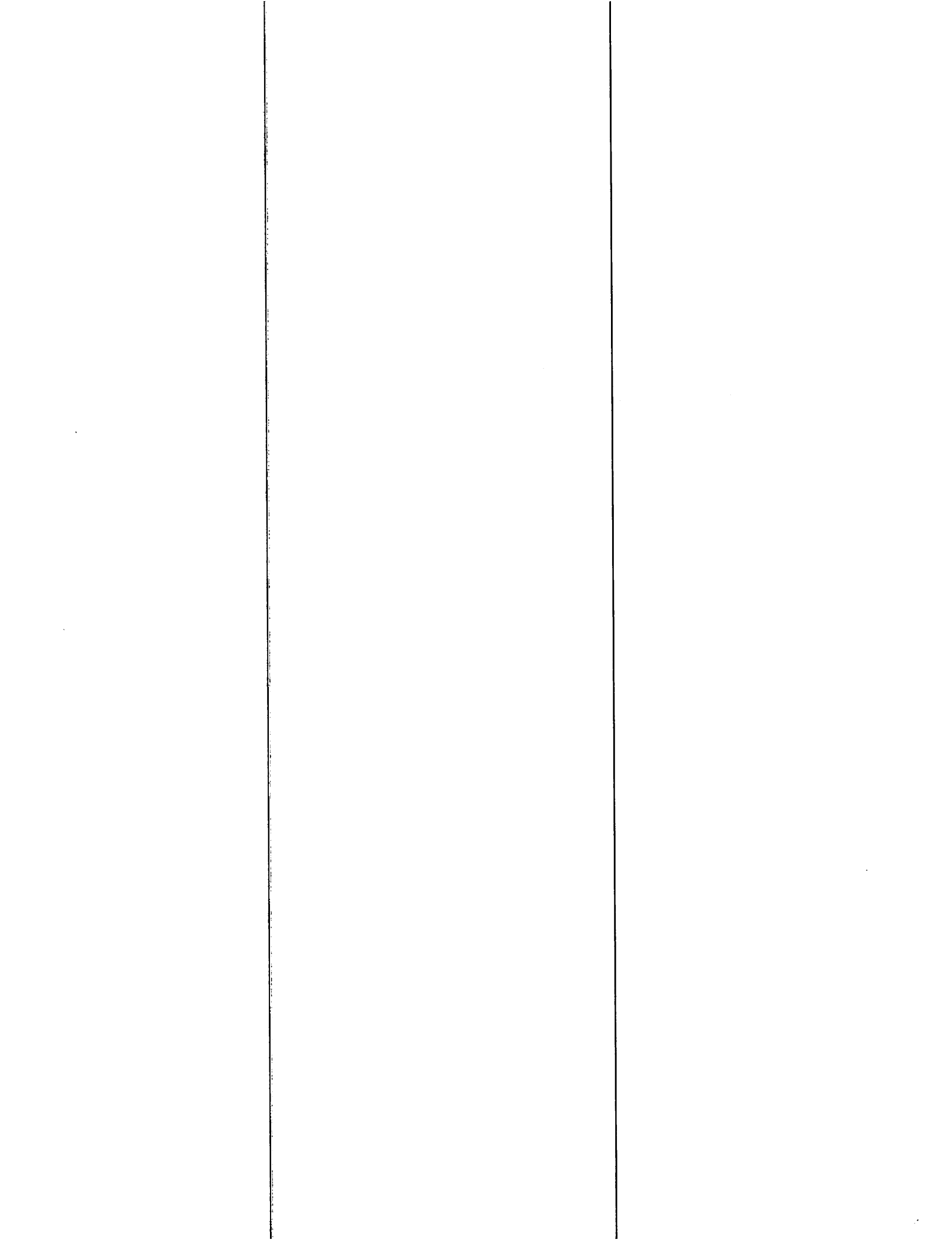
The foregoing Resolution has been adopted by the Heritage Greens Master Association Board of Directors and is effective starting 21 January 2014.

Matt Campana  date 3/14/2015  
President

Joanie Davenport  date 3/14/15  
Vice President

Aaron Harrison  date 3/16/15  
Secretary

Mike James  date 3/16/15  
Treasurer



Schedule of Fines

Violation 7 day correction	Initial Fine	Per Day after time frame to correct	Repeat Occurrence/Day <sup>1</sup>
			Fines Double
Parking	\$25	\$5	\$50/\$10 a day
Outdoor storage of vehicle	\$25	\$5	\$50/\$10 a day
Outdoor storage of trailers or commercial/recreational vehicles/equipment	\$25	\$5	\$50/\$10 a day
Yard Light	\$25	\$5	\$50/\$10 a day
Trash/Trash Cans	\$25	\$5	\$50/\$10 a day
Pet/Animal	\$25	\$5	\$50/\$10 a day
Quiet Enjoyment (nuisance) <sup>2</sup>	\$25	\$5	\$50/\$10 a day
Damage to Common Areas	\$25 plus actual costs		\$50/\$10 a day
Unapproved signage	\$25	\$5	\$50/\$10 a day
Failure to maintain landscape (21 day correction)	\$25	\$5	\$50/\$10 a day
<b>ARC New Construction <sup>3</sup></b>			
Failure to submit Preliminary Design Form	\$500	\$25	
Failure to submit Landscaping plan	\$500	\$25	
Failure to build according to plan	\$1000	\$50	
Failure to complete front/rear yard installation	\$1000	\$10	
<b>Architectural &amp; Landscape Improvement Applications</b>			
Failure to submit form & Plan	\$250	\$5	
Failure to build according to application	\$500	\$5	

<sup>1</sup> Repeat Violation occurs when the same provision of the Master bylaws, Declaration of Covenants, Conditions and Restrictions occurs more than once and has already been given the appropriate warnings and violation letter. A repeat offense will result in immediate doubling of fines starting after the allowed correction time. In the event of continuing violations where fines have been doubled, assessments will accrue on a weekly basis.

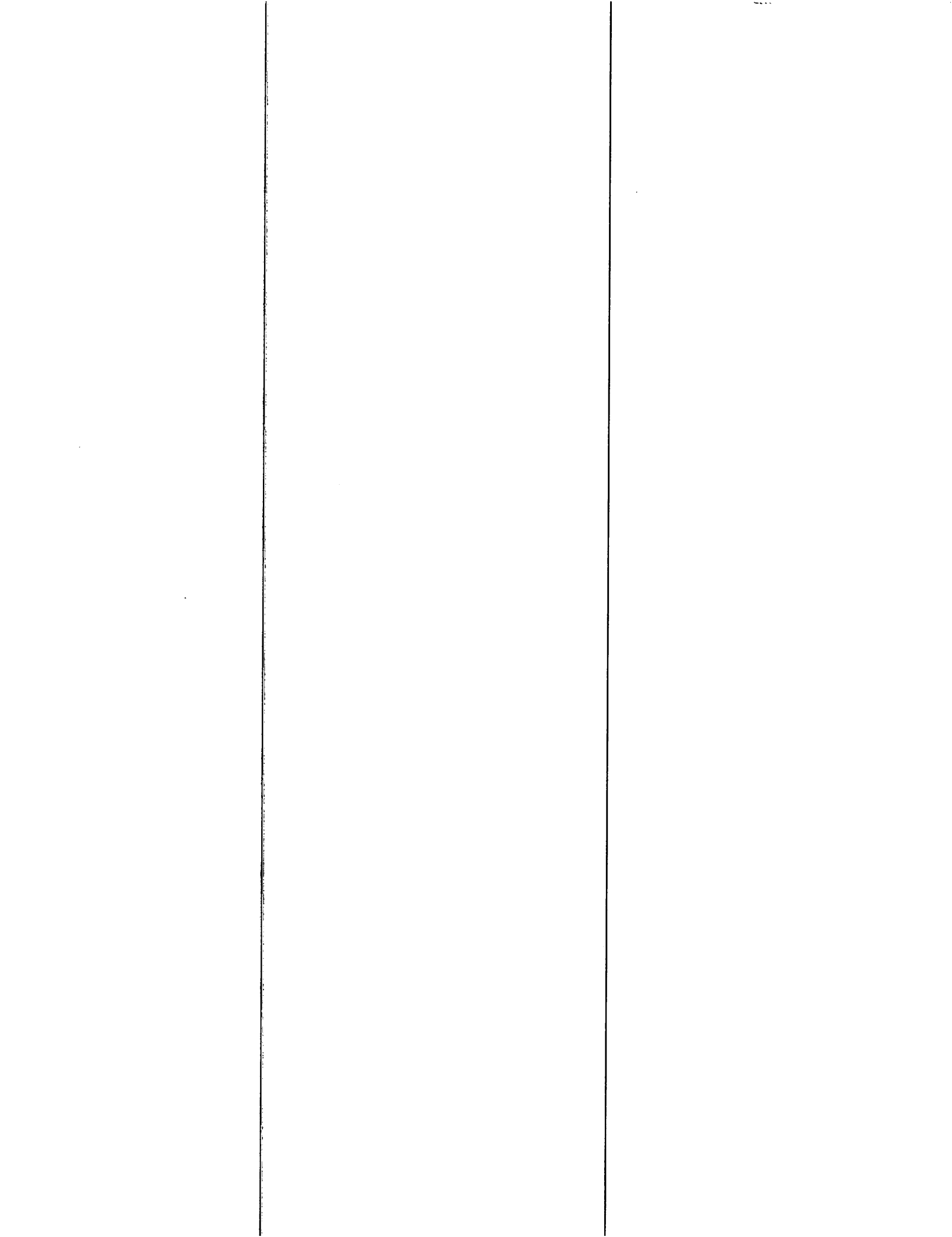
<sup>2</sup> A nuisance is any activity conducted on the Lot or in Common Areas that is a nuisance to the community.

<sup>3</sup> An ARC Application must be submitted and approved before any Architectural Improvements can be made on new builds or existing homes. If the application is not submitted and approved prior to commencement of the work, fines can be imposed from the day work began, after the appropriate notice and hearing.

The above list is not complete or comprehensive. All other violations not listed or specified above will result in reasonable fines up to \$500 per week.

The payment of any and all legal fees and costs incurred by the Master Association to enforce violations or collect fines shall be the responsibility of the Owner.

It is the Owner's responsibility to inform their tenants of the Rules and Regulations. Owners are responsible for any violations caused by their renters/tenants.



## Heritage Greens Master Association Violation Procedure

(This is drafted to make the violation procedure clear and more easily understood by Owners. Can be included with the initial violation letter?)

### First Violation

- Courtesy letter

A courtesy letter citing the specific violation(s) and requesting correction of said violation(s) within a specified number of days. (No monetary fine if corrected within specified number of days, with the exception of repeat offenses.)

### Fine Imposed

Upon completion of the time frame listed in violation letter. The fine must be paid within 30 days.

### Liens

In the event that fines are unpaid, lien(s) against the Owner's(s') property may be filed. Cost of preparing and filing any lien(s) will be added to the lien amount.

### Continuing Violation

- Fines accrue without additional notification until violation is remedied to the satisfaction of the Master Board of Directors

A Continuing Violation is a violation of an ongoing or repetitive nature which is curable but has not been corrected within the required amount of time. The Master Board may impose a continuing monetary penalty, assessed on a daily or weekly basis, without additional notice, until the infraction or violation has been remedied. It is the responsibility of the Owner(s) to notify the Master Board of Directors or its management company that the violation has been corrected.

The Master Association may undertake any measures, legal or administrative, to enforce compliance with Heritage Greens Master Declaration of Covenants, Conditions, Restrictions and Easements Section 8, Architectural and Landscape Standards, and shall be entitled to recover from any person causing or permitting the violations all attorneys' fees and costs of enforcement incurred by the ARC and Master Association, whether or not legal action has been started. Such attorneys' fees and costs shall be a lien against the property owner's unit and a personal obligation of the owner.

