

Clairmonte Homeowners Association

NOTICE OF FINE POLICY **EFFECTIVE DECEMBER 1, 2010**

This notice is to inform homeowners within Clairmonte Homeowners Association that the Board of Directors has issued a Board Resolution establishing a fine structure in order to ensure homeowners compliance with the Restrictive Covenants dated and recorded December 15, 1995. Fine structures are both a common and integral aspect of a homeowners association. The Board is authorized to implement this fine structure pursuant to Article II (C), Section 17 of the Bylaws for the Clairmonte Subdivision.

It benefits all homeowners in the Clairmonte community to adopt this enforcement policy to promote the common good and enjoyment of the homeowners' investment; protect property values and maintain a pleasant living environment.

Failure to adhere to the restrictive covenants and bylaws as outlined in the documents may result in monetary fines and liens being placed on the lot and or suspension of your voting rights. Furthermore, the homeowner will also be held responsible for cost incurred by the Association to resolve the issue such as, but not limited to, legal expenses.

Please review the fine policy that has been adopted by the community. Any fines, legal fees, etc. will be added to the homeowner's assessment account.

This policy is not meant to replace common sense or as a punishment, but to get the attention of Homeowners that are consistent or chronic offenders of Clairmonte. What constitutes chronic offenders will be left to the discretion of the Board of Directors and / or Board of Director's appointed agent(s).

Process: An agent of Morris Property Management will perform inspections on a random basis. As violations are noted, a violation letter will be sent as required. Homeowners may also report violations to James Buchanon, Assistant Manager, Morris Property Management in writing with attached photographic evidence by electronic mail to jbuchanon@morrisproperty.com or by U.S. Postal Service or similar carrier service to 278 Franklin Road, Suite 140, Brentwood, TN. 37027

Upon inspection, a notice of violation(s) (or subsequent notices as outlined in the Fine Policy) will be sent identifying the violations to the Homeowners. It is the responsibility of the Homeowner to communicate with Morris Property Management the action that will be taken to resolve the violation in question.

To prevent subsequent notifications and fines, **it is the responsibility of the homeowner to notify the association manager in writing, via e-mail or regular mail, when the violation has been corrected.**

TYPE I VIOLATIONS

- A. ANIMAL AND PETS-** No poultry, livestock or animals other than household pets shall be allowed on any lot at any time. All local laws, ordinances and/or regulations are to be complied with by the pet owners and owners of the lots. Dog houses are allowed provided that both the dog house and surrounding area is kept in a neat and orderly fashion. Dog runs and kennels are not permitted. This provision does prohibit the raising of dogs, cats or other animals for commercial purposes. Pets, including cats, must be on a leash at all times unless within the fenced confines of owners specific lot.
- B. SIGNS-** Unless otherwise specifically allowed in these restrictions, no sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Campaign signs are permissible during times of local, state, and federal elections. Campaign signs also must no greater in size than five (5) square feet. Campaign signs are only allowed to be displayed thirty (30) days before an official local, state, or federal election, and must be removed within forty-eight (48) hours following the close of election day. Small security company signs will be allowed as long as they are less than one (1) square foot in total area.
- C. GRASS CUTTING & LANDSCAPING-** Grass height shall not exceed six (6) inches on any area, of any lot, at any time, lawn must be cleanly edged, all vegetation must be healthy and neatly pruned at all times. The Board of Directors, Architectural Control Committee, or, their appointed agent(s) reserves the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot as is reasonably required and shall charge the expense thereof to the respective owner, which expense, assessed fine, and lien fees may be assessed against the homeowner and a lien may be placed upon the lot when the work has been completed.
- D. TRAILERS, MOTORCYCLES, BOATS, COMMERCIAL, INOPERATIVE, RECREATIONAL, AND ALL-TERRAIN VEHICLES -** No trailer, truck, motorcycle, or commercial, inoperative, recreational, or all-terrain vehicle shall be parked or kept on any lot at any time unless housed in a garage or basement, or on a concrete pad to the rear of the dwelling provided that the concrete pad is aesthetically screened and approval has been obtained by the Architectural Control Committee. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. For the purpose of this policy inoperable shall be defined to include unregistered, expired registration/license, improperly licensed vehicles, vehicles with one or more flat tires, broken glass, or otherwise in any condition that would prevent the vehicle from fully and functionally operating on a city street consistent with all applicable laws. Automobiles must be parked in the driveway, parallel to the driveway and/or perpendicular to the street. No trailer, boat, truck, or any other type vehicle, except an automobile, shall be parked on any street in the subdivision for a period of excess of twenty-four (24) hours. No automobile shall be continuously or habitually parked on any street or in the common areas in the subdivision.

- E. ALGAE / STAINS-** Owners are responsible for maintaining every structure upon their lot. All structures must be free of all forms of algae, mold, mildew, stains, or similar at all times.
- F. NUISANCE-** Owners and occupants of lots shall exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers or any other instruments or devices in such a manner as may disturb or tend to disturb owners, tenants or other lot owners. Loud or obnoxious pets shall constitute a nuisance violation.
- G. TRASH-** Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any lot. All equipment, coolers and garbage cans shall be walled or otherwise suitably screened, to conceal the same from the view of the neighboring lots, roads, streets and open areas. Trash receptacles must not be placed at the curb for pick up any more than twenty-four (24) hours before the regularly scheduled pickup and must be returned to their screened location within twenty-four (24) hours of pickup.
- H. BASKETBALL GOALS-** There shall be no permanently installed basketball goals installed in the front yard of any lot. Front yard is defined as all areas forward of the front plane of home. Portable basketball goals are permissible in the front of home so long as their time in front of the home: a) does not extend beyond the time of use, b) extend overnight, and c) remains placed where all areas of the sport are conducted within the bounds of the property line. Portable goals must be stored in the garage or in an area that is suitably screened, to conceal the same from the view of the neighboring lots, roads, streets and open areas.
- I. FIREWORKS/PYROTECHNICS-** Due to the hazardous nature to neighboring homeowners' any and all fireworks and/or pyrotechnics are strictly prohibited at all times.
- J. EXTERIOR DECORATIONS-** All holiday or themed decorations on the exterior of home, on lot, and/or visible from any part of the exterior of home may not be erected, placed, installed, or otherwise displayed in advance of thirty (30) days before the appropriate holiday and must be completely removed within fourteen (14) days following the official holiday. Example: Exterior Christmas decorations may not be installed before November 26th and must be removed in their entirety by January 8th
- K. BLINDS & WINDOW TREATMENTS-** All blinds and window treatments visible from any area outside the home must be white, off-white, light beige, or otherwise neutral in color. Window treatments of colors other than the colors listed above must have white, off-white, light beige, or otherwise neutral in color linings installed to give the appearance the window treatment is constructed solely of the approved colors.
- L. OTHER-** Miscellaneous items considered being a violation not expressly named in the bylaws or restrictive covenants brought to the attention of the Board of Directors and passed as such by a majority vote.

TYPE I NOTICE SCHEDULE

1ST Notice of Violation: COURTESY NOTICE

Notice to homeowner reminding them of Covenants and Restrictions that pertain to the alleged violation. Homeowner is required to correct violations within ten (10) days from date of letter. Subsequent notices will be mailed as defined below until the violation is resolved.

2nd Notice: 1st Fine Stage

Second notice will be mailed if the violation is not corrected within the initial ten (10) day period allowed by the initial courtesy notice.

\$50.00 Fine will be added to Homeowner's assessment account.

3rd Notice: 2nd Fine Stage

Third notice will be mailed if the violation is not corrected within seven (7) days of the second notice.

\$100.00 Fine will be added to Homeowner's assessment account.

4th Notice: 3rd Fine Stage

Fourth notice will be mailed if the violation is not corrected within three (3) days of the third notice.

\$200.00 Fine will be added to Homeowner's assessment account.

Subsequent Notices: Lien and Legal

1. \$10.00 per day; per infraction, until resolved.
2. Lien filed on property.
3. Legal action taken through Association's Attorney.

Homeowner will be responsible for all costs incurred by the Association to resolve the issue including, but not limited to, legal fees.

TYPE II VIOLATIONS

- A. FENCES-** The only fences which shall be permitted on lots must meet architectural guidelines of the Clairmonte Community. The express prior written approval of the Committee, which is charged to ensure that, said fences conform to the general character and atmosphere of the neighborhood must be obtained as to the location of fences. All fences must be maintained in good repair and free of algae. Wood fences must be kept stained in accordance with architectural guidelines of the Clairmonte Community and landowners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Control Committee.
- B. COMMON AREAS-** Due to liability concerns, Clairmonte Homeowners Association prohibits the usage of personal belongings in the common areas. This includes, but is not limited to playground equipment, trampolines, ATV's, motorcycles, go-carts, golf carts, and other mechanized conveyances.
- C. NO PRIOR ARCHITECTURAL CONTROL COMMITTEE APPROVAL-** No building shall be erected, placed, or altered on any lot until the construction plans and specifications showing the quality of workmanship, materials and harmony of external design with existing structures has been reviewed and approved. Also, a plat showing the location with respect to topography and finish grade elevation must also be submitted. This includes approval for sheds, detached garages, swimming pools, fences, cutting down of trees, and any other type of variance. All mailbox replacements must have prior written approval. All Architectural Improvement Applications (or accepted equivalent) must be approved by the Architectural Control Committee, Board of Directors, or the Board of Director's appointed agent in writing.

TYPE II NOTICE SCHEDULE

1ST Notice of Violation: COURTESY NOTICE

Notice to homeowner reminding them of Covenants and Restrictions that pertain to the alleged violation. Homeowner is required to correct violations within thirty (30) days from postmarked date of letter. Subsequent notices will be mailed fourteen days apart until the violation is resolved.

2nd Notice: 1st Fine Stage

Second notice will be mailed if the violation is not corrected within twenty-one (21) days of the initial courtesy notice.

\$100.00 Fine will be added to Homeowner's assessment account.

3rd Notice: 2nd Fine Stage

Third notice will be mailed if the violation is not corrected within fourteen (14) days of the second notice.

\$250.00 Fine will be added to Homeowner's assessment account.

4th Notice: 3rd Fine Stage

Fourth notice will be mailed if the violation is not corrected within seven (7) days of the third notice.

\$500.00 Fine will be added to Homeowner's assessment account.

Subsequent Notices: Lien and Legal

1. \$25.00 per day; per infraction, until resolved
2. Lien filed on property.
3. Legal action taken through Association's Attorney.

Homeowner may be responsible for all costs incurred by the Association to resolve the issue including, but not limited to, legal fees.

Clairmonte Homeowners Association

NOTICE OF "REPEAT OFFENDER" FINE POLICY

EFFECTIVE DECEMBER 1, 2010

Process: Morris Property Management will perform inspections on a random basis, two inspections per month, or as outlined in the management contract. As violations are noted, a violation letter will be sent as required. Any lot or homeowner that is sent an initial "Courtesy Letter" more than twice each calendar year for any violation or infraction will be considered a "Repeat Offender." Calendar year defined as the 12-Month period beginning January 1st and ending December 31st each year.

The "Repeat Offender" policy and fine schedule is exclusive and completely separate from the regular fine policy covering "Type I" and "Type II" violations, infractions, notices, and fines. Upon noted violation or infraction the owner will be fined, without waiver, regardless of excuse or for any reason.

Each time a "Courtesy Letter" beyond the initial two "Courtesy Letters" have generated a penalty will assessed in an escalating manner as outlined below.

Fine Schedule:

1 st Offense:	\$200.00 + Lien & Court Cost
2 nd Offense or Continuance:	\$400.00 each
3 rd and Subsequent or Continuing Offenses:	\$600.00 each
(Continuing until violation is corrected – If violation is not corrected within calendar year as defined above fines will continue to accrue at \$600.00 per infraction per inspection)	

The above "Repeat Offender Policy" in an addition to and completely separate from regular fine policy made effective December 1, 2010.