

LAKES OF COPPELL OWNERS ASSOCIATION, INC.

ESTATE MAINTENANCE POLICY

WHEREAS, the Board of Directors (the "Board") of Lakes of Coppel Owners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the Estate maintenance provisions contained in the Declaration, including the implementation of the provisions of Section 9.07 of Article IX, Sections 14.01 and 14.02 of Article XIV and Section 15.06 of Article XV of the Declaration; and

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Estate maintenance provisions of the Declaration and for the elimination of such violations found to exist in, on and about the Estates within Lakes of Coppel and the same are to be hereby known as the "Estate Maintenance Policy" (to be referred to herein as the "Maintenance Policy") of the Association:

1. **Establishment of Violation.** The failure of any Owner to maintain his or her Estate pursuant to Section 9.07 of Article IX and Section 14.01 of Article XIV of the Declaration constitutes a "Violation" under this Maintenance Policy for all purposes. Sections 9.07 and 14.01 of the Declaration essentially require the Owners and occupants of Estates to keep the Estate, including the buildings, improvements and grounds, in a well-maintained, safe, clean and attractive condition at all times. Specifically, the Owner is required to control weeds, grass and/or any other unsightly growth on the Estate. In addition, the Owner is to maintain the Estate such that weeds or other unsightly growth on the Estate do not exceed six (6) inches in height (nine (9) inches in height with respect to an undeveloped tract). In addition, the Owner is required to promptly remove all litter, trash, refuse and waste; mow the lawn on a regular basis; prune trees and shrubs; water landscaped areas; maintain exterior lighting and facilities in proper working order; keep lawn and garden areas alive, free of weeds and attractive; keep parking areas, driveways and roads in good repair; repair any exterior damages to improvements; and clean abutting waterways and landscaped areas lying between public right-of-way lines and Estate lines.

2. **Initial Notice to Estate Owner.** In the event an Estate is deemed to be in violation of Section 9.07 and/or Section 14.01 of the Declaration, the ARC, the Board or its delegate will forward to the Owner of the Estate in question written notice of the discovery of the Violation (the "Initial Notice"). The Initial Notice will inform the recipient of the following:

- a. A description of the nature, description and location of the Violation.
- b. Notice that if the Violation is corrected or eliminated within ten (10) days from the receipt of the Initial Notice that no further action will be taken.
- c. Notice that if the Violation is not corrected or eliminated within ten (10)

days from the receipt of the Initial Notice, a fine in the amount of \$200.00 will be imposed against the Estate which shall become the obligation of the Estate Owner. If the violation is not corrected within thirty (30) days from the receipt of the Initial Notice, a fine in the amount of \$10.00 per day will be imposed against the Estate for every day the violation continues, which fine shall also become the obligation of the Estate Owner.

3. Notice of Violation. A formal notice of the Violation (the "Notice of Violation") will be sent by the ARC, the Board or its delegate to the Estate Owner if the Violation has not been corrected or eliminated within ten (10) days from the date of receipt by the Estate Owner of the Initial Notice.

The Notice of Violation will be given either by personal delivery or by certified mail, return receipt requested, at the option of the ARC, the Board or its delegate, which notice shall state: (i) the nature of the Violation, (ii) that a fine in the amount of \$200.00 has been imposed against the Estate and its Owner; (iii) that if the violation is not corrected within thirty (30) days from the receipt of the Initial Notice, a fine in the amount of \$10.00 per day will be imposed against the Estate for every day the violation continues, which fine shall also become the obligation of the Estate Owner; and (iv) that if the Violation is not cured within ten (10) days of the date of receipt of the Notice of Violation, the Association may enter the Estate, perform the repairs and/or maintenance required and assess the costs of same against the Estate and its Owner. The ARC or Board may, in its discretion, waive any fine if the Violation is corrected or eliminated.

4. Corrective Action. Where a Violation is determined or deemed determined to exist and referred to the Board pursuant to any of the provisions of this Maintenance Policy, the ARC, the Board or its delegate, upon the expiration of ten (10) days from the receipt of the Notice of Violation, may undertake to cause the Violation to be corrected and may enter the Estate and perform repairs or maintenance necessary to correct or remove the Violation. Costs incurred by the Association in correcting or eliminating the Violation are the responsibility of the Estate Owner and will be charged against the Estate Owner and Estate as a Special Individual Assessment pursuant to Section 4.05 of the Declaration. The Association and its agents and contractors will not be liable to the Estate Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 7.

5. Multiple Violations. In the event that an Estate Owner has been sent a Notice of Violation, should Owner's Estate again be deemed to be in violation of Section 9.07 and/or Section 14.01 of the Declaration within a period of 120 days from the date of the Notice of Violation, the ARC, the Board or its delegate will send another Notice of Violation to the Estate owner, which notice shall state:

(i) the nature of the Violation, (ii) that a fine in the amount of \$200.00 has been imposed against the Estate and its Owner; (iii) that if the Violation is not corrected within thirty (30) days from the receipt of the Initial Notice a fine in the amount of \$10.00 per day will be imposed against the Estate for every day the Violation

continues, which fine shall also become the obligation of the Estate Owner; and (iv) that if the Violation is not cured within ten (10) days of the date of receipt of the Notice of Violation, the Association may enter the Estate, perform the repairs and/or maintenance required and assess the costs of same against the Estate and its Owner. The ARC or Board may, in its discretion, waive any fine if the Violation is corrected or eliminated.

To further clarify the above, in the event of additional Violations within the 120-day period from the date of a Notice of Violation, the Estate Owner shall not receive an Initial Notice under Paragraph 2 of this Maintenance Policy. Rather, if an Estate Owner commits a second or third, etc., Violation within 120 days from the date of a Notice of Violation, a fine in the amount of \$200.00 will be automatically imposed against the Estate under this Maintenance Policy without the opportunity to first cure the Violation. In the event of any additional or further Violations within 120 days from the date of a Notice of Violation, the ARC, the Board or its delegate may also commence corrective actions pursuant to Paragraphs 4 and 6 of this Maintenance Policy.

6. Referral to Legal Counsel. The ARC and the Board, in their discretion, may engage legal counsel at anytime to protect, preserve and enforce the restrictive covenants, Bylaws and Rules of the Association. In such event, and in particular if the ARC and/or the Board decides to seek injunctive relief, the provisions of this Maintenance Policy regarding notice and an opportunity to cure do not apply. Where a Violation is determined or deemed determined to exist and is referred to the Board pursuant to any of the provisions of this Maintenance Policy and where the ARC, the Board or its delegate deems it not to be in the best interest of the Association to initiate corrective action, the Board will give due consideration to referring the Violation to legal counsel for appropriate action including, without limitation, seeking injunctive relief against the Estate Owner to correct or otherwise abate the Violation. Notwithstanding any other provision contained herein to the contrary, the ARC may refer a Violation to the Board at any time if, in the sole discretion of the ARC or its delegate, the Violation warrants special attention by the Board. Upon referral of a Violation to the Board, the Board may refer the Violation to legal counsel for appropriate action. Attorney's fees incurred by the Association in enforcing the Declaration shall become the obligation of the Estate owner, which will be levied against the respective Estate and its Owner as a Special Individual Assessment pursuant to Section 4.05 of the Declaration.

7. Fines.

a. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the ARC or the Association as created by the Declaration or this Maintenance Policy.

b. Fines are imposed against Estates and become the personal obligation of the Owners of such Estates. Fines, when imposed, are levied against the respective Estates and their Owners as Special Individual Assessments pursuant to Section 4.05 of the Declaration.

8. Notices.

a. Any notice required by this Maintenance Policy to be given, sent, delivered or received in writing will, for all purposes, be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

(i) where the notice is directed by personal delivery, upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice; or

(ii) where the notice is placed into the care and custody of the United States Postal Service, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the most recent address of recipient according to the records of the sending party.

b. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or U. S. Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or U. S. Postal Service holiday.

c. Where the interests of an Owner in an Estate have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in an Estate have been and are being handled by a representative or agent, any notice or communication from the Association, the ARC, the Board or its delegate pursuant to this Maintenance Policy will be deemed full and effective for all purposes if given to such representative or agent.

9. Cure of Violation During Enforcement. An Estate Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Maintenance Policy. The Estate Owner will remain liable for all costs and fines under this Maintenance Policy, which costs and fines, if not paid upon demand therefor by the Association or its agents, will be referred to the Board for collection as a Special Individual Assessment pursuant to Section 4.05 of the Declaration.

10. Definitions. The definitions contained in the Declaration are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Maintenance Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at meeting of same on August 19, 1999, and has not been modified, rescinded or revoked.

DATE: 12/31/99


Secretary