

**Homeowner's
Rules and Regulations Handbook
for the
Winghaven Residential Owners Association**

As of October 19, 2009

For most recent version of this document, please see: <http://www.wroa.info/doc/>

Introduction

The Winghaven Residential Owners Association (WROA) exists for the betterment of the Winghaven neighborhood. It has evolved and will continually improve through direct input from its directors and members (i.e., the homeowners). The policies and guidelines contained in the following pages are designed to help all interested parties understand the proper way in which our association operates. It is through these policies that the Board of Directors intends to serve the members of the Association.

The Winghaven Residential Owners Association Purpose:

To uphold the association's duties and responsibilities as set forth by the "*Declaration of Covenants, Conditions and Restrictions for Winghaven Residential Property*" ("Declarations"), the "*By-Laws of Winghaven Residential Owners Association, Inc.*" ("By-Laws"), and the *Rules and Regulations of the Winghaven Residential Owners Association* (Rules). To continually ensure that our neighborhood is dutifully served in regards to the follow through of the Declarations, By-Laws, and Rules.

- Create long- and short-term goals and plans to better the community, keeping in mind fiduciary responsibilities.
- Take an active part in implementing these plans while helping the committees realize their goals.
- Be the forum for the creation of new policies, guidelines, and procedures.
- Promote community involvement through volunteer committees.
- Provide unity and a spirit of neighborhood through structure and support.
- Produce the innovations, creativity, and leadership for the implementation of these ideas.
- Maintain neighborhood standards and keep the image "first class" so as not to risk the decline of market value or lack of neighborhood participation.
- Keep the standards high so there will be no question as to the integrity or decisions of the Board.
- Work toward helping neighbors in a neighborly, diplomatically and informational way.
- Encourage discussion with neighbors as to their opinions on the pertinent issues. Get the broad perspective as to the desires of the neighborhood before casting votes.
- Keep confidential board information – confidential. Do not discuss confidential board information with family, neighbors or friends.

The Winghaven Residential Owners Association Mission:

To meet or exceed homeowner's expectations in areas that will increase community awareness and promote neighborhood participation.

The Winghaven Residential Owners Association Vision:

To have a neighborhood with "first class" standards and community involvement in which to raise families with the most opportunities for social relationships and high-minded interaction.

The Winghaven Residential Owners Association Values:

Maintain properties and to create more value in the community through committee objectives. Cooperate with neighbors to enrich our community and common areas through interactive events.

The Winghaven Neighborhood Voting Member:

The primary responsibility of the Voting Member is to elect the Board of Directors for the Winghaven Residential Owners Association. In addition, the Voting Member is asked to:

- Attend quarterly Board meetings
- Provide input and feedback to the Board
- Help communicate rules, standards, policies and Board decisions to their villages
- Serve on committees as required
- Report rule violations, unapproved projects and potential future problems within their respective village (i.e. proactive community observer)

The Winghaven Neighborhood Committees:

To better serve the neighborhood and become fully aware of situations that arise within it, the Board will form and support the following committees, each of which will have responsibility for greatly assisting in the progress of this neighborhood. Each committee will have a Board Director appointed as its liaison, as well as a Committee Chairperson, who will ultimately be responsible for attending to the main functions of the committee and encouraging neighborhood participation. Each committee will provide the Board with innovations, creativity, and most importantly, leadership for the implementation of ideas as well as meeting any financial budget as allows.

Committees may be established and terminated as issues arise and decline.

The main function of the Architectural Committee is:

- Create and oversee Architectural Guidelines, establish a process by which members can submit proposed projects, to help the Board initiate and then communicate standards to guide member's actions involving their property.

The main functions of the Communications Committee are:

- Organize and maintain the channels of communications within the neighborhood
- Create and maintain a website to provide current information.
- Create and maintain a newsletter to be distributed to the neighborhood

The main functions of the Rules and Regulations Committee are:

- Help the Board maintain and update the Rules as appropriate, by conducting research and helping the Board gauge the members' interests in new Rules.
- Help the Board ensure that all members possess a current copy of and understand the Rules.

The main function of the Grounds Committee is:

- Insure the WingHaven community remains a premier living experience as it relates to the common grounds condition and appearance.
- To insure the residents receive value and compliance to contracts from ground contractors.
- Work with Property Manager and landscape companies to clearly identify and define WROA common grounds, areas of work and standards expected.
- Provide review and follow-up on contract compliance of grounds contractors.
- Recommend to WROA's Board improvements and/or changes in areas of work and standards of work.
- Work with Property Manager to assist in providing quick investigation and communications on complaints and questions.
- Work with Property Manager and contractors on budgets and bids relative to common grounds.

SECTION I – INTRODUCTION TO THE WROA RULES AND REGULATIONS

1.1 The following Rules and Regulations flow from and supplement provisions found in the WROA Declarations and By-Laws. It is not the intent for these rules and regulations to substitute for the Declaration and By-Laws. The rules outlined in this document **are not** all inclusive, thus this document **should not** be taken solely as the Governing Document.

References to the source document can be located throughout this document in parenthesis with italic text.

Information presented in Sections 1 through 7 of this document comes from the Declarations, Bi-Laws, and Initial Use Restrictions that each owner should have received at their closing. The remaining sections come from Board Resolutions that have been voted on and approved as Rules and Regulations.

The Residential Property's Governing Documents consist of the following, which may be amended:

- The Declaration and any Recorded Supplemental Declarations or Covenant to Share Costs; (*recorded with St. Charles County in Book 2252, Page 729*)
- The Residential Property's Articles of Incorporation and By-Laws;
- Use Restrictions described in Article III of the Declaration;
- Residential Design Guidelines described in Article IV; and
- Board Rules and Regulations (*commonly known as Rules and Regulations and included within this document*)
- Board policies and procedures

For reference, these documents can be located on the Winghaven Residential Owners Association Website located at: <http://www.wroa.info/>

Some Neighborhoods within the Residential Property may be subject to additional covenants, restrictions and easements, which a *Neighborhood Association* may administer. These Neighborhood Associations are commonly known as “**sub-associations**” to the WROA. In such case, if there is a conflict between and among the WROA's Governing Documents and any such additional covenants or restrictions, or the governing documents or policies of any such Neighborhood Association, the WROA's Governing Documents shall control. (*Declaration Article 1, Section 1.3*)

In addition, the Properties are subject to the Master Declaration, as amended, and the jurisdiction of the Master Association. Winghaven includes commercial as well as residential properties, and the Master Declaration governs the entire community grounds and facilities used in common by all properties. In the event of conflict between the WROA's Governing Documents and the Master Declaration, the supremacy clause of Section 2.1 of the Master Declaration shall control. (*Declaration Article 1, Section 1.3*)

1.2 The Governing Documents apply to all Owners and occupants of property within the Residential Property, as well as to their respective tenants, guests and invitees. The Residence Owner is responsible for communicating the Rules and Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests. (*Declaration Article 1, Section 1.3*)

1.3 To the extent that provisions of applicable law (federal, state, or local), the Declaration, the By-Laws, or the Rules and Regulations conflict, the provisions of applicable law shall first control followed by the Declaration, the By-Laws, and the Rules and Regulations, in that order.

SECTION II – DEFINITIONS

Definitions are taken from Declaration Article II, Pages 4-8 and are not all-inclusive. For a complete list of definitions, please see: <http://www.wroa.info/doc/Declaration.pdf>:

2.1 Area of Common Responsibility

The Common Area, together with such other areas, if any, for which the Association has or assume responsibility pursuant to the terms of the Declaration, and Supplemental Declaration or other applicable covenants, contracts, or agreements.

2.2 Association

The Winghaven Residential Owners Association, Inc., a Missouri nonprofit corporation, its successors or assigns. The Association shall be an “Ancillary Association” as defined in the Master Declaration.

2.3 Common Area

All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

2.4 Community Manager

An agent hired by the Association to manage the day-to-day affairs of the Association.

2.5 Community-Wide Standard

The standard of conduct, maintenance, or other activity generally prevailing throughout the Residential Property, or the minimum standards established pursuant to the Residential Design Guidelines, Use Restrictions, and Board resolutions, whichever is a highest standard. The Community-Wide Standard may evolve as development progresses and as the needs and desires within the Residential Property change.

2.6 Residential Design Guidelines

The architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV of the Declaration, as they may be amended.

2.7 Rules and Regulations

Board-adopted Rules and Regulations which establish administrative procedures for internal Association governance and operating procedures for use of the Common Area and property included within the Area of Common Responsibility.

2.8 Use Restrictions

The initial Use Restrictions set forth in Exhibit C of the Declaration, as they may be supplemented, modified, and repealed pursuant to Article III.

SECTION III – MAINTENANCE OF COMMUNITY STANDARDS

3.1 The standards for use and conduct, maintenance, and architecture at the Residential Property are what gives the community its identity and make it a place that people want to call “home”. Each Owner and resident in upholding such standards can take pride in the results of that common effort. *(Declaration Article II, Page 10)*

3.2 Subject to the terms of the Governing Documents and the Board’s duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit create exceptions to, or expand the Use Restrictions. *(Declaration Article II, Page 10)*

SECTION IV – ARCHITECTURE AND LANDSCAPING

The purpose of the design review is to preserve an attractive appearance for the entire community while recognizing the unique architectural themes and designs in each village. Changes in design, materials and colors of exterior portions of the dwelling units must be submitted for review and approval by the WROA architectural design review process. Applications are available from the Community Manager.

Language below comes from Declaration Article IV, Pages 13-17

4.1 No structure or thing shall be placed, erected, or installed upon any Unit and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscape) shall take place within the Residential Property, except in compliance with the Declarations, the Residential Design Guidelines, and the Master Declaration as applicable.

4.2 Any Owner may remodel, paint or redecorate the interior of his or her Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from the outside the structure shall be subject to approval.

4.3 Declarant may from time to time delegate all or a portion of its reserved right to an Architectural Review Committee (the “ARC”) appointed by the Board of Directors.

4.4 The Association, acting through the ARC, shall assume jurisdiction over architectural matters.

4.5 The Residential Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications. The Residential Design Guidelines (“RDG”) **are not** the exclusive basis for decisions of the Reviewer and compliance with the RDG does not guarantee approval of any application.

4.6 Except as otherwise specifically provided in the RDG, no activities shall commence on any portion of the Residential Property until an application for approval has been submitted to and approved by the Reviewer.

4.7 In reviewing each submission, the Reviewer may consider factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be upheld so long as made in good faith and in accordance with the procedures.

4.8 The Reviewer shall make a determination on each application within 30 days after receipt of a completed application (that contains all required information).

4.9 The Reviewer shall notify (through the Community Manager) the applicant in writing of the final determination on any application within five days thereafter.

4.10 The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with the duly adopted Rules and Regulations.

SECTION V – MAINTENANCE AND REPAIR

5.1 Each Owner shall maintain his or her Unit and all landscaping and improvements comprising the Unit in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood. (*DECLARATION Article V, Page 18*)

5.2 Per the Winghaven Master Association Declaration (Book 2012, page 1579), Article IV Land Use Classification and Restrictions, Item D: Unless otherwise provided in a Recorded instrument approved by the Board, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations (8/17/2009):

- (1) Such Owner's Parcel of Lot (including set back areas and Common Areas located thereon)
- (2) Public right-of-way areas between sidewalks (or the trail system) and the street curb on the front or side of such Owner's Parcel or Lot; and
- (3) Public areas between a sidewalk and a Parcel or Lot boundary.

5.3 The trees that line the front of your home were provided by the builder. The vision was that one day Winghaven's streets would be lined with the same type and size trees on each street. Based on section 5.2, residents of Winghaven are responsible for the trees at their home including any tree in an easement, and the trees in between the street and the sidewalk. The sidewalk is part of the easement and the responsibility of the City of O'Fallon. If your tree dies, you do not have to replace it, however you do have to remove the dead tree and stump. If the tree is not replaced, the resident is required to level the area and apply seed or sod over the exposed area. Residents cannot allow a damaged tree to grow as a bush. If the resident chooses to replace the tree, the replacement tree must be the same type of tree that was originally planted. (8/17/2009)

Residents are required to keep all trees trimmed in both pedestrian areas and those trees that line sidewalks or streets. If trees are over grown in areas that pedestrians and or vehicles pass, or if the tree(s) provide a line of sight safety hazard, the resident will be notified to trim the tree. The Association requires a minimum clearance of 6 feet high for pedestrian and vehicle clearance. (8/17/2009)

SECTION VI – COMPLIANCE AND ENFORCEMENT

Language from Declaration Article VII, Section 7.4, Pages 30-31

6.1 Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violations of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Section 3.24 of the By-Laws.

6.2 Such sanctions may include, without limitation:

- A. Imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit;
- B. Suspending an Owner's right to vote;
- C. Exercising self-help or taking action to abate any violation of the Governing Documents in non-emergency situations;
- D. Requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;
- E. Levy Specific Assessments to cover the costs incurred by the Association to bring a Unit into compliance with the Governing Documents.
- F. Bringing a suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(This above list is not all-inclusive, but the likely sanctions used by WROA)

6.3 The Association shall have a lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Missouri law), and cost of collection (including attorneys fees). *(Declaration Article VIII, Pages 41)*

6.4 The Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement or condition which may exist on any portion of the property within the Residential Property, including Units, and a perpetual nonexclusive easement of access throughout the Residential Property to the extent reasonably necessary to exercise such right. *(Declaration Article X, Section 10.8)*

6.5 Every Unit and the Common Area and the common property of any Neighborhood Association are burdened with an easement permitting golf balls unintentionally to come upon such areas, and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of the Neighborhood, or the exterior portions of a Unit to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. *(Declaration Article XII, Section 11.7, Pages 49)*

SECTION VII – INITIAL USE RESTRICTIONS

Language comes from Declaration Exhibit C, Pages 1-7 recorded with St. Charles County in Book 2252, Page 821:

It is not the intent of the below information to substitute for the Declaration and By-Laws. The Initial Use Restrictions outlined in this document are not all inclusive and should not be taken solely as the Governing rules. The Initial Use Restrictions documented below are those that the board feels most frequently arise.

For a complete list of Use Restrictions, please see:

<http://www.wroa.info/doc/Declaration.pdf>, Exhibit C

7.1 Restricted Activities

The following activities are prohibited within the Residential Property unless expressly authorized by, and then subject to such conditions as may be imposed by the Board of Directors:

- A. Parking any vehicles on public or private streets or thoroughfares. Vehicles of all Owners and residents, and of their guests and invitees, shall be kept in garages, carports, and driveways (and any other parking areas which may be designated or approved by the Reviewer). No commercial vehicles or equipment, mobile homes, camper shells, trailers, recreational vehicles, golf carts, boats and other watercraft, motor vehicles classed by the manufacturer rating as exceeding $\frac{3}{4}$ ton, or inoperable vehicles may be parked or stored on any area within the Residential Property so as to be visible from neighboring property.
- B. However, provision 7.1.A shall not apply to: (1) construction, service, and delivery vehicles during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to the Unit, the Limited Common Area, or the Common Area; (2) pick-up trucks of $\frac{3}{4}$ ton capacity or less **with** camper shells not exceeding seven feet in height and 18 feet in length which are parked as provided in subsection 7.1.A and are used on a regular and recurring basis for basic transportation; or (3) parking of construction vehicles, storage of construction materials, or installation of temporary construction shelters or facilities maintained during the period of, and used exclusively in connection with, the construction of any improvement approved by the Reviewer.
- C. No exterior parking area (including driveways) shall be used to store junk or other unsightly material. All issues related to motor vehicles shall comply with the ordinances of the City of O'Fallon.
- D. Constructing, reconstructing, or repairing a motor vehicle of any kind upon any Unit, Common Area, Limited Common Area, street, right of way, or other area within the Residential Property. However, this provision shall not apply to emergency vehicle repairs. All issues related to motor vehicles shall comply with the ordinances of the City of O'Fallon.
- E. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes
- F. Use and discharge of firecrackers and other fireworks
- G. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Residential Property, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site
- H. Accumulation of rubbish, debris, trash, or garbage upon or adjacent to any Unit or other area within the Residential Property except between regular garbage pick ups, and then only in covered containers in conformance with the ordinances of the City of O'Fallon. No outdoor incinerators shall be kept or maintained on or in the Residential Property. **(see additional information in Section VIII)**

- I. Erecting, placing, or maintaining any lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals anywhere in or on the Residential Property (except for utility lines located within currently existing utility easements on the Residential Property, and except as may be required otherwise by applicable utility providers and to comply with the ordinances of the City of O’Fallon.
- J. Installing or maintaining any outside clotheslines or other outside facilities for drying or airing clothes within the Residential Property unless they are not visible from neighboring properties.
- K. Installing any solar panel, air conditioning unit, evaporative cooler, or other apparatus, structure, or object on the roof of a dwelling without the prior consent of the Reviewer. Any solar panel approved by the Reviewer for placement on any roof must be flush mounted. Pool equipment (including tanks, filtering, and other equipment) must be housed or screened from view
- L. Constructing any perimeter walls, fencing and berms within the Residential Property except in accordance with the Residential Design Guidelines. All fences and berms shall be constructed and maintained in accordance with the Residential Design Guidelines for the purpose of preserving and protecting the views from adjoining properties. All fences and walls shall be constructed of wood, brick, masonry, or of other approved materials. Chain link fences, and any fences or berms adjoining the golf course, shall not be permitted, except for electronic fences for pets and in-ground swimming pool fences required by local code which shall be located to enclose the pool rather than the perimeter of the Unit. The height shall be four feet, as measured to the top of the fence or wall to the existing or approved finished grade. Retaining walls shall be placed upon embankments or filled areas of more than two feet
- M. Placement, installation, or maintenance of any signs (including, without limitation, commercial, political, and similar signs) which are visible from neighboring property, except:
 - Signs required by legal proceedings;
 - Not more than two identification signs for individual detached Units, each with a face area of seventy-two (72) inches or less and not more than one identification sign with a face of seventy-two (72) inches or less for each attached Unit;
 - Such other signs (including, without limitation, “for sale” and “for lease” signs, construction identification signs, builder’s signs, directional signs, and subdivision or apartment signs) which are in conformance with the City of O’Fallon and the applicable Residential Design Guidelines, and which have been approved by the Reviewer as required
- N. Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct incidental business activities within the Unit so long as the provisions of the Declaration document are met.
- O. Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitations, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; or above-ground swimming pools; docks, piers and similar structures, and hedges, walls, dog runs, animal pens, or fences
- P. Any satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Residential Property; and (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, “Permitted Device”) shall be permitted, **provided that** any such Permitted Device is placed in the least conspicuous location **on** the Unit (generally being the rear yard) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from the view of adjacent Units and the street in a manner consistent with the Community-Wide Standards, unless such screening unreasonably interferes with the use of such Permitted Device.

SECTION VIII - BOARD APPROVED AND ADOPTED REGULATIONS AND RULES

The following Rules and Regulations have been adopted by the WROA Board of Directors via a Resolution. Each Rule was initially presented as a motion and voted on by the Board. The date of approval is documented next to each Rule and Regulation.

8.1 Annual Community Garage, Rummage, or Yard Sale

The board authorizes the organization of an annual Winghaven community-wide authorized and approved Garage, Rummage, or Yard sale **on the first Saturday in May each year**. Homes with rear entry garages that wish to participate must present items in the front of the home (yard sale) to eliminate use of Private Alleys by non-residents. The Board reserves the right to grant final approval for sponsorship of the function. (10/17/2005)

8.2 Common Area

No item may be installed in or encroach on a Common Area without the express written permission of the Board of Directors. This includes, without limitation, signs, decks, fences, landscaping (including plantings, mulch, stones, grade changes, etc.), lawn decorations, and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any Common Area. No yard waste, refuse, or noxious substance may be stored, composted, or dumped in a Common Area, including the wetlands or Golf Course. No such waste, refuse, or noxious substance may be caused to enter into a drainage inlet or watercourse that connects to or feeds into a Common Area. Each day that a resident is in violation of this rule shall constitute a separate violation. (11/21/2005)

8.3 Lighting and Holiday Decorations

All exterior lights must be in accordance with the board's Architectural Guidelines, with the exception of seasonal holiday lights that are subject to the following restrictions:

- Holiday lights and decorations may be displayed no more than 45 days prior to the first date of the holiday and shall be removed no more than 45 days after the last day of the holiday.
- Holiday lights and decorations may be displayed for a maximum aggregate of four months per calendar year.
- The take-down time for any holiday decorations may be extended at the sole discretion of the Board of Directors in response to weather conditions or other extenuating circumstances.

(11/21/2005)

8.4 Pet Waste

All pet owners must immediately clean after their pets when walking on common and private grounds within Winghaven. Owners that do not clean after their pet will be fined according to the schedule. In addition, the Board may file a complaint with the City of O'Fallon under Chapter 210. (11/21/2005)

8.5 Construction Identification Signs

Construction identification signs such as those used by contractors and placed in the homeowner's yard are allowed only during the duration of the length of the project. (11/21/2005)

8.6 Trash Containers, Recyclable Containers, Yard Refuse Sacks

Trash Containers, recyclable containers, and yard refuse sacks must not be visible from the outside of the home except after 5:00 p.m. of the night before scheduled pickup is to occur, on the day of pickup, and in the a.m. hours of the day after pickup up to 8:00 a.m. This provision includes front, side, or backyard views of the home. All containers and sacks must be returned to the resident's garage after pickup has occurred or by 8:00 a.m. of the following day. No fence or enclosure is to be built to hide containers or yard refuse sacks unless prior approval has been obtained from via the Association's Architectural Approval process. (10/19/2009)

Exception:

- Yard refuse sacks or similar products can be stored adjacent to the rear of the home until the next scheduled pick-up, not to exceed a one-week period. The Board recommends that homeowners perform yard maintenance activity as close to the scheduled pick-up day to minimize the storage period. Yard refuse sacks or similar products may not be placed in the front of the home until 5:00 p.m. of the night before the scheduled pickup is to occur.

Owners that believe they have hardship can submit a variance request for outside storage to the Association's Community Management Company. In addition, the resident must submit a formal Architectural approval request for the construction of an outside storage plan. For filing instructions, please see www.winghaven.net/community. Owners not in compliance can be fined according to the schedule. (10/19/2009)

8.7 Basketball Hoops

Basketball hoops may be portable basketball standards, removable sleeved basketball standards, and permanently installed pole standards. Garage or wall-mounted type standards are not permitted. Portable standards shall not be placed or maintained in such a manner as to block the public sidewalk and shall not be located in a street or alley.

- Portable standards must be located at all times on or adjacent to the owner's driveway or patio and must not encroach on a neighbor's lot line.
- Portable standards must be upright at all times.
- Installation of permanent and removable sleeved basketball standards is subject to the same guidelines; however, the owner must comply with Article IV of the Declarations and submit the installation plan for approval to the community management association for the WingHaven Architectural Committee's approval before installation. (04/17/2006)

SECTION IX – PROCEDURES FOR ENFORCEMENT OF VIOLATIONS

The growth and success of the Residential Property as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in the community.

Article XIV of the Declarations outlines the Dispute Resolution and Limitation on Litigation. The language is also known as the “Alternative Dispute Resolution Process”.

As provided in the Declaration, the Association shall have the power to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions (*By-Laws, Section 3.24, Pg. 14*):

- The Board or its delegate shall serve the alleged violator with notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by a Person. **(By-Laws, Section 3.24, Pg. 15)**
- If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. **(By-Laws, Section 3.24, Pg. 15)**
- Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the Association’s manager, President, or Secretary within 10 days after the hearing date. **(By-Laws, Section 3.24, Pg. 15)**

9.1 Unless the Board is notified of rule infractions by owners that witness them, the rules cannot be enforced. While the Board does not serve as a law enforcement authority or referee between disputing homeowners, each resident’s cooperation and participation is strongly encouraged. The Association via its Community Manager must receive a letter of complaint which includes:

- the name, address, and phone number of the witness
- the owner’s name and/or address where the alleged violating person resides
- the specific details or description of the violation including date, time, and location where it is alleged to have occurred.

In addition, the Board may receive complaints from a Board Member or the Community Manager via a witness statement based on his or her own observations. (09/19/05)

9.2 Written Warnings and Notices of Violation are issued by the Community Manager, or other person authorized by the Board, to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs: (09/19/05)

9.3 Written Warnings

As defined in the *By-Laws, Section 3.24, Pg. 15*, a Written Warning for a first offense of a particular rule will be sent by U.S. Postal Service mail to the owner of record within 10 business days of the alleged violation.

9.4 Notice of Violation

If subsequent violation complaints are received in regard to the same rule and the same owner within one year of a previous complaint **or if the steps outlined in the Written Warning** to remedy the situation are not taken, a Notice of Violation will be sent by U.S. Postal Service mail to the owner of record within 10 business days of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed by default unless a hearing is requested in writing within 10 days. (09/19/05, revised 8/26/08)

9.5 Hearings

Provided the person charged has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. Resident hearings will be conducted within Executive Session. The resident charged will be provided time to present his/her defense. The Board will then make time available for question and answer. The Board may set the amount of time available for the hearing. All hearings will proceed with or without the presence of the accused owner. The decision of the Board or its duly authorized committee shall be rendered in writing within 15 days after the hearing and such decision shall be binding on all parties. (09/19/05)

9.6 Sanctions/Fines

Sanctions as outlined in Section VI and fines will be assessed if homeowners fail to stop/correct the violation. There are two basic types of violations. One is a failure to correct a situation that is ongoing, continuous 24 hours a day, seven days a week. Examples of these violations would be installing a fence that is more than 4' tall without approval, failing to cut a grass lawn which has been cited for being unruly, and failing to replace a street tree that has died. The second type of violation is one that occurs occasionally. Examples of these violations would be on street parking of personal vehicles, having an unauthorized garage sale, and parking a commercial vehicle in a driveway in order to advertise a business. (09/19/05)

A. Violations of Ongoing Nature (09/19/05)

- 1) 1st warning - Written Warning with Statement of the Proposed Sanction
- 2) 2nd warning - Notice of Violation and fine issued in the \$25-\$50 range
- 3) 3rd warning - Notice of Violation and fine issued in the \$35-\$100 range
- 4) 4th warning - Notice of Violation and fine issued in the \$50-\$200 range
- 5) 5th warning - Final Notice and weekly fine in the \$50-\$200 range until situation rectified

B. Violations of Occasional Nature (09/19/05)

- 1) 1st offense - Written Warning with Statement of the Proposed Sanction
- 2) 2nd offense - Notice of Violation and fine issued in the \$25-\$50 range
- 3) 3rd offense - Notice of Violation and fine issued in the \$35-\$100 range
- 4) 4th offense - Notice of Violation and fine issued in the \$50-\$200 range

* Each additional offense will be \$50 to \$100 more than the previous fine. The Board reserves the right to accelerate the notifications and fines and/or increase the amount as necessary.

C. COSTS

In the event of any violation of the Rules and Regulations, Architectural Guidelines, Declaration, or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees are recoverable from the offending owner. Costs may include the cost of professional surveyors to determine Common Area boundaries and the cost of professional landscapers. (09/19/05)