**Arbors of Wedgewood**

Non Compliance Fine Structure for Violations of Covenants, Conditions & Restrictions

 Adopted by the Board of Directors

September 17, 2015

***Article VII****.* ***General Standards:***

*9. All passenger vehicles shall be parked either on the driveway or in the garage. No passenger vehicle may be routinely parked on any non-concrete portion of any lot. No motor vehicle or any other vehicle, including, but not limited to: a boat, motor boat trailer, lawnmower, tractor or other similar vehicle may be stored on any lot for the purpose of repair of same, and no A-frame or motor mount may be placed on any lot. No disabled automobile or other vehicle may be stored on any lot or in the street.*

*10. No vehicle including, but not limited to: recreational vehicle, utility trailer, camping trailer, motor home, boat or any accessory trailer can be parked or stored on a lot unless same is in an enclosed garage, barn or other outbuilding with access to the street provided by a washed aggregate concrete driveway. No over the road tractors and/or tractor/trailers can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street*.

* **1st offense will receive a letter asking that the violation be corrected within 15 days**
* **Noncompliance after the 15 days will result in a letter asking that the violation be corrected immediately along with a $25 fine**
* **A $25 fine will be assessed for every 15 days that the violation has not been corrected up to a maximum**

 **amount of $200**

* **A second offense for the same violation within 6 months will receive a letter with fine structure assessed immediately**.

\*Please contact the HOA for short term temporary permission if you will not be in compliance with the above for any reason.

***ARTICLE VIII. RESTRICTED OR PROHIBITED ACTIVITIES***

*Section 5.* ***Vehicle parking.*** *With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers.*

* **Any vehicle in violation of this section shall be removed or towed away at the owner's expense after 48 hours.**
* **A second offense for the same violation within 6 months will result in immediate removal of the vehicle being removed or towed away at the owners expense**

\*The Association does have the right to forward any compliance issues to the attorney for enforcement. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating the Arbors of Wedgewood covenants, conditions and restrictions and shall constitute a lien on the lot, collectable in the same manner as assessments hereunder.

**Arbors of Wedgewood**

Non Compliance Fine Structure for Exterior Maintenance: Structure and Lot/Lawn

Adopted by the Board of Directors

September 17, 2015

*ARTICLE IX.* ***EXTERIOR MAINTENANCE***

*Section 1.* ***Structures.*** *All owners must maintain structures in good repair and keep the same safe, clean, and orderly in appearance at all times, and to maintain such structures in attractive manner. The committee shall be the judge as to whether the structures are safe, clean, orderly appearance, and properly painted or preserved, and where the committee notifies the particular owner in writing that said structure fails to meet acceptable standards, set owner shall thereupon remedy such condition within* ***Ninety (90) days*** *to the satisfaction of the committee and that failing to remedy such condition, the owner of tenants hereby covenant and agree that* ***the Association may perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards, all such repairs and action shall be at the sole expense of the owner****.*

* **1st offense will receive a letter asking that the violation be corrected within 90 days**
* **Noncompliance after the 90 days will result in a letter asking that the violation be corrected immediately along with a $25 fine**
* **A $25 fine will be assessed for every 15 days after that the violation has not been corrected up to a maximum amount of $200**
* **The Association may perform maintenance as stated above in Article IX, Section 1**
* **A second offense for the same violation within 6 months will receive a letter with the fine structure assessed immediately.**

*Section 2.* ***Vacant lots and lawns.******The Association will have the authority to perform maintenance to a vacant lot and/or lawns*** *which may include the mowing of grass and weeds, the trimming of trees and shrubs, and the removal of trash and litter if owner fails to remedy such conditions of a lot within* ***fifteen (15) days*** *of written notice.*  ***All such maintenance and actions to be at the sole expense of the owner****. All vacant lots and/or lawns must be maintained according to the regulations of the City of Olive Branch, except that at no time may the grass on any lawn and/or lot exceed 6 inches in height, even if permitted by the City of Olive Branch ordinances*

* **1st offense will receive a letter asking that the violation be corrected within 15 days**
* **Noncompliance after the 15 days will result in a letter asking that the violation be corrected immediately along with a $25 fine**
* **A $25 fine will be assessed for every 15 days after that the violation has not been corrected up to a maximum amount of $200**
* **The Association may perform maintenance as stated above in Article IX, Section 2 at the owners expense**
* **A second offense for the same violation within 6 months will receive a letter with fine structure assessed immediately.**

\*The Association does have the right to forward any compliance issues to the attorney for enforcement. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating the Arbors of Wedgewood covenants, conditions and restrictions and shall constitute a lien on the lot, collectable in the same manner as assessments hereunder.