

Bradford Place HOA of Johnson County Board Policy

The Covenants and Restrictions (C&R) govern the Board of Directors, Owners and Residents of Bradford Place. This Working Policy is an interpretation of the C&R, and allows the Board to enforce the C&R and conduct day-to-day activities. It shall not replace, contradict or overwrite the C&R in any way. Owners and Residents must observe the C&R as well as this Working Policy.

Article 15: Architectural Control

- ✓ **15.c.** No improvement shall be made or done on any Lot without the prior written approval of the Architectural Review Board (ARB). (1) If a project is started prior to approval, and is later approved by the ARB, or the Board upon appeal, a \$50 fine will be assessed and due in thirty (30) days. (2) If a project is started prior to approval, and is later denied by the ARB, and/or the Board upon appeal, a \$100 fine will be assessed and due in 30 days. (3) If any Owner or Resident fails or refuses to submit an application, or ignores the formal approval process for any project or improvement, the Board of Directors will note the unapproved project and at future time of sale will aggressively publicize to agents and potential buyers that the project is unapproved and appropriate action must be taken to correct the situation, either by the current or future Owner. (4) If an Owner fails to comply with ARB and/or Board instructions for a denied project, a fine in the amount of \$100/month for Article 15 violation will be assessed and due within thirty (30) days, until the violation is corrected. (5) Failure to pay any Article 15 fine within thirty (30) days will result in a \$10/month late fee until the assessment is paid in full. Failure to pay an assessment in full within sixty (60) days of initial notification, or failure to arrange with the Board and adhere to a payment schedule, will result in a property lien filed with the County Recorder. The Board has as options the right to pursue the matter in Small Claims, Civil Court, and upon condition and clause the right to foreclose on the property. All late fees, court costs, or other charges are the responsibility of the Owner (August 19, 2009).

Article 16: Assessments (Annual Dues)

- ✓ **16.c.** Dues payments are due January 1, the first day of our fiscal year. Alternate arrangements may be made by addressing specific requests to the Board (June 16, 2001; August 9, 2010).
- ✓ **16 e.** The 15% reserve fund may be used as part of the regular budget as long as it is targeted for Maintenance Items. This was adopted to avoid raising dues beyond the actual expense for lighting, landscape, maintenance and costs to run the association (June 16, 2001).
- ✓ **16.f.** Failure to pay assessments by the due date, or to arrange with the Board and adhere to a payment schedule, will result in a \$10/month late fee until the assessment is paid in full. If necessary to protect the interests of the Association, a property lien may be filed with the County Recorder. At its discretion, the Board of Directors may pursue judgment in Small Claims Court for any unpaid amount. All late fees, court costs, or other charges are the responsibility of the Owner. Further escalation due to non-payment, including lien foreclosure, may be pursued at the discretion of the Board (June 16, 2001; June 17, 2008; August 19, 2009; August 9, 2010).

Article 19: Covenants and Restrictions:

- ✓ **19.b.** Members are expected to maintain their property by performing exterior maintenance such as painting, repair of windows, shutters, doors, mail boxes and tend to the landscape by routinely keeping lawns cut and generally free from debris and wide spread weed growth. Trash, furniture, household items, appliances and or inoperative vehicles left in view will be cause for notice of violation (June 16, 2001).
- ✓ **19.c.** Birthday, Anniversary and similar sentiment signs intended as being temporary are permitted. These are of the type rented by companies such as Yard Signs or other such vendors. Vinyl chain link fences are acceptable as long as permission from the Architectural Review Board is obtained. Freestanding (portable) basketball hoops are permitted. Kiddy (blow up) pools are permitted as long as they do not exceed 12 feet in diameter (June 16, 2001).
- ✓ **19.e.** All garbage cans and rubbish will be kept out of view from neighboring homes and streets. Preferred storage to ensure this is in the garage (April 2008/ Newsletter).

- ✓ **19.m.** All lots will have properly maintained black mailboxes with approved lettering, as well as coach lights that operate from dusk to dawn (April 2008/Newsletter; August 19, 2009).
- ✓ **19.i:** Boats may be stored inside your garage or off the property when not in use for the day. Vehicles that have sustained significant body damage should be stored in the garage or off the property until repaired or disposed of (June 16, 2001).
- ✓ **Complaints or Violations:** When the Board receives an Article 19 complaint, is notified of an Article 19 violation, or observes an Article 19 violation, we will investigate and determine the extent and seriousness of the matter. If substantiated, the Owner will be contacted and informed in writing with the Board's position and expectation for resolution. If the violation is not corrected within thirty (30) days of notification, a fine up to \$100/month will be assessed at the Board's discretion and due within thirty (30) days. Fine will be reassessed monthly until the violation is corrected. Failure to pay any Article 19 fine within thirty (30) days will result in a \$10/month late fee until the assessment is paid in full. Failure to correct the violation and/or pay an assessment in full within sixty (60) days of initial notification, or failure to arrange with the Board and adhere to a payment schedule, will result in a property lien filed with the County Recorder. The Board has as options the right to pursue the matter in Small Claims Court, Civil Court, and upon condition and clause the right to foreclose on the property. All late fees, court costs, or other charges are the responsibility of the Owner. Appeals to the Board must be made in writing and specify the position of the Owner(s) and suggest a method to resolve the problem. (June 16, 2001; August 19, 2009).