

COUNTRYSIDE PROPRIETARY

ADMINISTRATIVE RESOLUTION NO. 278

ANNUAL PROPERTY INSPECTION PROCEDURES

WHEREAS, Article V, Section 1 of the Declaration of Covenants and Restrictions of the CountrySide Proprietary (“Proprietary”) states the owner of any lot shall, at his own expense, maintain his lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

WHEREAS, Article VI, Section 11 of the Declaration of Covenants and Restrictions states the Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provision or requirements of this Declaration exist on such lot.

WHEREAS, Article III, Section 3 allows enforcement of Governing Documents to perform acts, as may be reasonable necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending memberships rights to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending.

WHEREAS, the Proprietary’s Board of Directors (“Board”) desires to establish procedural guidelines for enforcement of the Proprietary’s policies and standards.

I. Annual Inspection Process

- A. Upon performance of an Annual Property Inspection and confirmation of the exterior maintenance items in need of corrective action, a written/electronic Friendly notice shall be prepared by Management and mailed/emailed to the record owner(s) of the lot on which the subject Annual Inspection has occurred requesting corrective action within forty-five (45) days.
- B. If the Annual Property Inspection request has not been corrected within the specified forty- five (45) day time frame, as verified by Management, an Annual Major Violation notice shall be forwarded to the lot owner(s) requesting corrective action within forty- five (45) days.
- C. If the violation is not corrected within the specified time frames as indicated, the Proprietary shall send notice to the lot owner(s) advising of the right to a hearing before the Board of Directors. The notice of hearing shall be hand-delivered or mailed by registered or certified mail, return receipt requested, at least fourteen (14) days prior to the hearing date.
- D. Following the hearing, the Board of Directors shall proceed to take whatever action(s) it deems appropriate in accordance with the governing documents. The Board in addition to other appropriate remedies, may suspend the member(s) voting rights and right of use of common areas in accordance with Article IV, Section 1(d) of the Declaration of Covenants and Restrictions.

- E. The lot owner(s) shall be notified of the Board of Directors hearing decision in writing within seven (7) days of the hearing by certified mail, return receipt requested, or by hand delivery.
- F. At all times it shall be the responsibility of Management to keep the Board fully apprised of the status of all violation procedures and action(s).

II. Site Inspections

- A. The Proprietary will conduct the Annual Property site inspections for the purpose of identifying existing maintenance items which may include but are not limited to:

- Algae on building exteriors
- Peeling paint on house trim
- Play equipment which is broken, rusted, or in need of repainting
- Fences in need of repair
- Sheds in need of painting or repair
- Decks with missing or broken railings or parts, or parts in need of repainting/staining
- Foundations in need of repainting
- Chimney crown flashing in need of painting or cleaning
- Missing or damaged roof shingles
- Windows in need of repair or replacement
- Wood rot on building exteriors in need of repair and paint
- Landscaping in need of attention
- All types of driveways in need to resurfacing, repair or replacement

- B. Management shall have the right at any time to inspect a property to ascertain the presence of any violation(s).

III Reporting and Record Maintenance

- A. Upon confirmation of any existing Annual Inspection violation(s), Management shall ensure that the violation is accurately entered in the property data files prior to mailing of notice. Such files shall also specify the due date that follow-up action is to be accomplished by Management.
- B. Management shall undertake the necessary follow-up inspection to ascertain if the violation has been corrected. In the event that the violation has not been corrected, Management shall ensure that the property data files are updated prior to mailing of the second notice, and the due date for follow-up action is duly noted.
- C. Management shall again conduct the necessary follow-up inspection prior to mailing the final Major Annual violation notice, updating the files accordingly.

- D. In the event that no corrective action is undertaken in response to the final Annual Major notice (for Annual inspection violations), Management shall ensure that data files are updated accordingly.

IV. Rights and Remedies

- A. In accordance with procedures outlined above, at no time shall legal action to record a lien or file suit in court be undertaken without the express knowledge and majority consent of the Board of Directors. Legal counsel may rely upon a representation by Management that the Board of Directors know of and have properly consented to legal action.
- B. Upon acknowledgement and consent of the Board of Directors, Management shall serve as a liaison between the Board and legal counsel in initiation of all legal proceedings, apprising the Board at all times of legal actions undertaken.
- C. The Association shall have the right, through its agents and employees (but only after a resolution of the Design Review Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of the Covenants and Restrictions.
- D. Notwithstanding anything to the contrary in this Resolution, for any violation, of whatever classification, the Proprietary shall have all rights and remedies otherwise provided by law and equity, including but not limited to actions to recover damages, fees and costs, and actions for injunctive relief.

ATTEST:

COUNTRYSIDE PROPRIETARY, INC.

PRESIDENT: Dave Barrie

DATE

SECRETARY: Rob Heckman

DATE