

Board Approved 2-14-2024 and
reviewed at the annual meeting

Copperfield Vistas Homeowners Association

Covenant Enforcement Policy

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The Copperfield Vistas Homeowners Association ("Association") through its Board of Directors ("Board") on February 12, 2024, has established this policy for the enforcement of the restrictive covenants set forth in the Association Covenants.

It shall be the general policy of the Association to issue penalties only after giving the homeowner an opportunity to correct a violation prior to issuing a penalty charge on the homeowner's account. The Board may impose a penalty in addition to taking any other legal action such as filing liens as it deems necessary to enforce the Covenants and/or rules and policies of the Association. Notwithstanding this procedure, the Board may take legal action to enforce the Covenants and/or rules and regulations at any time.

1. **Establishment of a Violation:** Any activity, event, condition, or use, which does not comply with the provisions of the Association's Covenants shall constitute a "Violation" under this policy for all purposes. Failure to notify or enforce any part of this policy or any rules or regulations will not be deemed a waiver of any of part of this policy or other rules and regulations. All policies, rules and regulations will be severable, and if one or more are found to be invalid, all others will remain in full force and effect.

2. **Penalty:**

a. **Non-Compliant Activity or Event**

i. A second confirmed offense and each additional offense of the same type will result in a \$25 penalty charged against the member's account for each activity or event. Example Activities and Events are listed later in this policy.

b. **Non-Compliant Condition or Use**

i. For unresolved violations, a penalty of \$20 per day will be charged to a homeowner's account beginning on the later of the 15th day following formal notice to the homeowner or the 15th day following a compliance date set by the Board. Repeat Violations will be \$40 per day. Example Conditions and Use are listed later in this policy.

3. **Complaint:**

Complaints will be handled confidentially unless disclosure is legally required. A confidential "Covenant Enforcement Request" form will be used to gather alleged violation information. The form is on the Association's website.

The complaining party shall have personally observed the alleged violation and shall provide their contact information, property address of the alleged violator, and a brief description of the alleged violation including supporting information such as pictures if available.

4. **Investigation:** Upon receipt of a complaint, the Board or its agent will review the information and may request additional information.

5. **Violation Notice:** If a violation is believed to exist, a courtesy violation notice will be provided to the homeowner with an option for the homeowner to make an appeal to the HOA Board within a week. If the courtesy violation notice does not resolve the issue, a formal notice will be provided.

6. **Irreversible Violations:** When a violation has occurred which cannot practically be undone, the Board will seek to notify the owner of a hearing that may determine the amount of a possible charge, or other action, for the violation.

7. **Non-Payment of Charges:** Non-payment of charges will be collected the same as any other past due amount and collection expenses as allowed in the Association Covenants including legal action.

Non-Compliant Activity or Event Examples – \$25 per activity or event

Activity or Event is defined as those violations that are one-time “Actions, Doings, Occurrences, or Happenings” that are undertaken by HOA members or their guests that are short in time such as a duration of up to two days. Examples include but are not limited to:

1. Pets
2. On Street Parking
 - a. Routinely Parked or Left on Lot Other Than Inside a Garage, on the Driveway...
 - b. Improperly Kept Boats, Campers, Trailers, and Recreational Vehicles
3. Annoyance (*prevention of peaceful enjoyment for others*)
4. Signs
5. Trash
6. Late dues payment until current
7. Other Activities or Events as listed in the Covenants

Non-Compliant Condition or Use - \$20 per day beginning 15 days after formal notice – Repeat at \$40 per day

Condition or Use is further defined as a “Use, Condition, Situation, or State” of property which has a longer duration. Examples include but are not limited to:

1. Not Receiving Architectural Approval
2. Exterior Appearance
3. Appearance and Improvements of a Lot
4. Landscaping
5. On Street Parking
 - a. Routinely Parked or Left on Lot Other Than Inside a Garage, on the Driveway...
 - b. Improperly Kept Boats, Campers, Trailers, and Recreational Vehicles
6. Signs
7. Exterior Lighting
8. Fencing
9. Mailboxes
10. Towers, Antennas, and Satellite Dishes
11. Storage Sheds
12. Partial rental
13. Other Conditions or Use as listed in the Covenants