

THE LAKES AT JUBAN CROSSING

THE LAKES AT JUBAN CROSSING TOWNHOME OWNERS ASSOCIATION

Architectural Control, Covenant & Restrictions and Collections Rules, Regulations and Fines ADOPTED March 18, 2019

BE IT RESOLVED that covenants shall be enforced in accordance with the following policy.

- I. **LJCTHOA ACC Enforcement** - The Lakes at Juban Crossing Architectural Control Committee shall mean the Declaration of Covenants and Restrictions for The Lakes at Juban Crossing – First filing (A Townhome Development). Enforcement of all exterior improvements upon the property including, but not limited to any and all exterior improvements or changes to ones dwelling or other exterior structures. Inspections are made monthly from a vehicle, and no property is entered unless granted permission by Townhome Owner. A picture with date and time stamp may be provided to document violation(s) upon homeowner's request. If homeowner requests a hard copy of a time stamped violation picture, that homeowner will be responsible for printing and mailing cost of the picture. Board approves all noted violations during a monthly community site inspection before violation letters are sent. If a violation appears to be temporary, the violation may be put on a watch until the next inspection.
 - A. The contracted Management Company and the LJCTHOA ACC will periodically monitor the subdivision for violations of the Declaration of Covenants and Restrictions for The Lakes at Juban Crossing – First Filing (A Townhome Development). The Lakes at Juban Crossing Townhome Owners may report violations to contracted Management Company. Any reported violations by Townhome Owners will be kept confidential.
 - B. The contracted Management Company will send a letter to the Townhome Owner noting the violation and allowing thirty (30) days from date of letter to correct the problem.
 - C. The contracted Management Company will monitor the Townhome Owner in violation to see that the violation has been corrected. If the violation is not corrected, The Lakes at Juban Crossing Townhome Owner shall be sent a second letter specifying that fines shall be retroactively assessed back to the initial notification date and shall continue to accrue until the violation is remedied and the contracted Management Company notified, and inspection is performed. **Imposed fines shall be \$25 for the first and each separate infraction, up to \$100 per month.**
 - D. The Lakes at Juban Crossing Townhome Owner(s) have the right to request an extension for compliance or appeal any decisions for fines to the Board of Directors.
- II. **General Enforcement of the Declaration of Covenants and Restrictions for The Lakes at Juban Crossing – First Filing (A Townhome Development) for The Lakes at Juban Crossing Townhome Owners Association** – Shall mean enforcement of covenants related to boats, RV's, campers, trailers, storage of personal items outside, HVAC window units, pets, signs, nuisances etcetera. Inspections are made monthly from a vehicle, and no property is entered unless granted permission by Townhome Owner. Board approves all noted violations during a monthly community site inspection before violation letters are sent. If a violation appears to be temporary, the violation may be put on a watch until the next inspection.

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 - B. The contracted Management Company will send a letter to the Townhome Owner noting the violation and allowing fourteen (14) days from date of letter to correct the problem. Homeowner may submit a request in writing, within those fourteen (14) days, requesting an extension for additional time to remedy violation.
 - C. The contracted Management Company will monitor the Townhome Owner in violation to see that the violation has been corrected. If the violation is not corrected, The Lakes at Juban Crossing Townhome Owner shall be sent a second letter specifying that fines shall be retroactively assessed back to the initial notification date and shall continue to accrue until the violation is remedied and the contracted Management Company notified, and inspection is performed. **Imposed fines shall be \$25 for the first and each separate infraction, up to \$100 per month.**
 - D. NOTE: Once a Townhome Owner has been cited for a violation, if any similar violations occurs with the successive twelve (12) month, fines will be imposed immediately, and a written warning of the violation sent to the Townhome Owner. Fines shall be imposed immediately upon verification of the subsequent violation.
 - E. The Lakes at Juban Crossing Townhome Owner(s) have the right to request an extension for compliance or appeal any decisions for fines to the Board of Directors.
- III. **Delinquent Assessment and/or non-payment of monthly assessments and/or other fees and fines** – Delinquent shall mean payments which are not received in the calendar month for which they are due, or upon receipt of invoice or due date specified on invoice. Monthly assessments are due on or before the first calendar day of each month. The monthly assessments are considered late after thirty (30) days, or on the first day of the month following the month for which they are due. (January 1st assessment is due and payable on or before January 1st. It is considered late on February 1st, and so on).
- A. The contracted Management Company will review account balances for each Townhome Owner on or after the first day of each month.
 - 1. Any accounts with balances as a result of unpaid monthly assessments after the last day of the month for which the assessment is due shall be sent a “friendly reminder” and shall bear interest of 1.5%.
 - 2. Any accounts with a balance due as a result of unpaid monthly assessments in excess of sixty (60) days delinquent will be assessed a \$25 late fee and interest at the rate of 1.5% per month.
 - 3. Any account with a balance as a result of unpaid assessments that exceed ninety (90) days past due may be referred to The Lakes of Juban Crossing Townhome Owners Association attorney for further legal action.
 - 4. For every month account remains delinquent. Interest shall compound monthly. A stronger letter warning of further action, which may include property liens, collections, legal action or other avenue which the Board deems appropriate shall be sent to the Townhome Owner.

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- B. A Property Lien may be place on any property with an account ninety (90) days or more past due.
1. The Treasurer of the Association or designated representative shall verify the outstanding balance and sign the lien statement to be filed with the Livingston Parish Clerk of Court. Filing fees (actual) and a \$100 document preparation fee will be charged to The Lakes at Juban Crossing Townhome Owner.
 2. Full payment of the assessment will result in the treasurer or designated representative filing the Release of Lien with the Livingston Parish Clerk of Court. Filing fees (actual) and a \$100 document preparation fee will be charged to The Lakes at Juban Crossing Townhome Owner.
 3. The treasurer or designated representative will file updated lien statements every three months. Filing fees (actual) and a \$200 document preparation fee will be charged to The Lakes at Juban Crossing Townhome owners account.
- C. Small claims court action may commence on any account delinquent for more than four (4) months.
1. The Treasurer of the Association or designated representative shall verify the outstanding balance and sign the summons and complaint. Any Officer of the Association is hereby authorized to act on behalf of the Association in any court action including Small Claims Court.
 2. Fees for service of process and court Filing fees (actual) will be sought in court and added to the judgement amount.
 3. Fees associated with the collection of judgements will be charged to The Lakes at Juban Crossing Townhome Owners account. The Association will use any and all legal means to collect the account, including but not limited to garnishments and liens on personal property.
- D. If all efforts to collect the debt fail, the Association reserves the right to refer the matter to an attorney for possible foreclosure action. The Association acknowledges this action will be taken as a last resort.
- E. The Board may approve written payment plans with The Lakes at Juban Crossing Townhome Owners to stay the execution of this policy at any of the above steps. Failure to adhere to payment agreement by The Lakes at Juban Crossing Townhome Owner will void agreement and accelerate so that all amounts are due and payable immediately.

THE LAKES AT JUBAN CROSSING TOWNHOME OWNERS ASSOCIATION

By: Cynthia Graul
Cynthia Graul, President

ATTEST:

Josh Wilson
Josh Wilson, Vice President

3-18-19
Date