

**Winding Creek Homeowners Association
Enforcement Resolution**

WHEREAS, The Winding Creek Homeowners Association Board of Directors is empowered to conduct, manage and control the affairs and activities of the Association and has the authority pursuant to Article V; Section 4 – Powers and Duties of the “Bylaws of the Winding Creek Homeowners Association”.

WHEREAS, Winding Creek has been established and is administered pursuant to various documents, described in the bylaws for the Association, that have legal and binding effect on all owners, which include the resolution the Board adopts to establish rules, policies and procedures for internal governance and Association activities and to regulate the operation and use of property the Association owns or controls.

NOW THEREFORE, IT IS RESOLVED that Winding Creek Board of Directors desires to define the rules and regulations as set forth in the Winding Creek Declaration of Covenants, Conditions and Restrictions.

The undersigned declare and resolve the following policy on enforcement effective immediately:

Compliance by Owners. Every Owner and every Owner's occupants, lessees, guests and invitees (each, a “permittee”), shall comply with the restrictions and covenants set forth herein and in the Subdivision Documents.

Remedies for Default. Failure of an Owner or their permittees to comply with the Subdivision Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in the payment of Assessments and as more fully set forth in Article V), or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas of Owners in default of the Subdivision Documents.

Costs Recoverable From Owner. Failure of an Owner or their Member's permittee to comply with the Community Documents shall entitle the Association to recover from such Owner or their permittee the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Subdivision Documents. In addition, in any proceeding arising because of an alleged default by any Owner, or in cases where the Association must defend an action brought by any Owners or permittees and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, shall be entitled to recover from such Owner or permittee pre-litigation costs, the costs of the proceeding and actual attorney's fees, incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Owner be entitled to recover such attorney's fees or costs against the Association.

Association's Right to Abate. The violation of any of the provisions of the Subdivision Documents shall also give the Association or its duly authorized agents the right, in

addition to the rights set forth above, to enter upon the Common Areas or onto any Lot (but not into any Dwelling thereon), where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Subdivision Documents. The Association shall have no liability to any Owner or their permittee arising out of its exercise of its removal and abatement power granted hereunder.

Assessment of Fines. The violation of any of the provisions of the Subdivision Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Section 8.08, below. The fines levied pursuant this Article shall be assessed against the Owner and shall be due and payable on the first (1st) day of the next following month, and all fines duly assessed may be collected in the same manner as provided in Article V of this Declaration.

Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Subdivision Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

Cumulative Rights. All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Fines. The violation by any Owner or their permittees of any of the provisions of the Subdivision Documents shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their permittees.

A. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(1) Notice. Notice of the violation, including the Subdivision Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the Owner or their representative at the address on file with the Association.

(2) Hearing. The offending Owner shall be provided a scheduled hearing before the Board at which the Owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall

the Owner be required to appear less than seven (7) days from the date of the notice.

(3) Default. Failure to appear at the scheduled hearing constitutes a default.

(4) Hearing and Decision. Upon appearance by the Owner before the Board and presentation of evidence of defense or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

B. Fines. Upon violation of any of the provisions of the Subdivision Documents, and after default of the offending Owner, or upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied
SECOND VIOLATION	No fine will be levied
THIRD VIOLATION	\$50.00 Fine
FOURTH VIOLATION	\$100.00 Fine
AND ALL SUBSEQUENT VIOLATIONS	

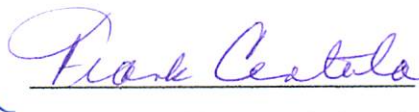
The Board of Directors, without the necessity of an amendment to this Declaration, may make such changes in the fine schedule or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that an Owner violates the same provision of the Subdivision Documents, as long as that Owner may be an owner of a Lot or is otherwise residing within the Subdivision, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues; however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Subdivision Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

IN WITNESS WHEREOF said the Board of Directors has caused this Resolution and Policy to be signed by its Board of Directors, this 18 day of April 2018 and directs its distribution to al homeowners.

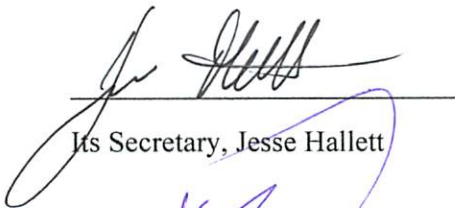
WINDING CREEK HOMEOWNRERS ASSOCIATION



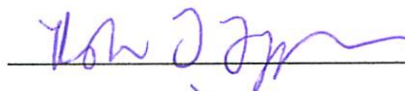
Its President, Kris Bunda



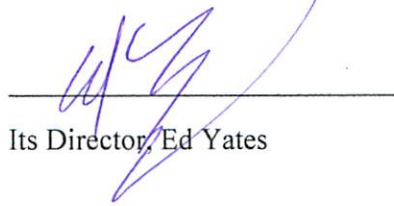
Its Vice President, Frank Centala



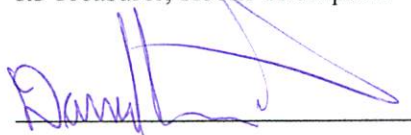
Its Secretary, Jesse Hallett



Its Treasurer, Robin Thompson



Its Director, Ed Yates



Its Director, Darryl Forget