

**FINE & ENFORCEMENT POLICY OF
ANDOVER NEIGHBORHOOD ASSOCIATION, INC.**

(the "Policy")

1. **Purpose.** Andover Neighborhood Association, Inc. shall be referred to as the "**Association.**" The purpose of this Policy is to provide guidance to the Association and its members as to enforcement of violations of restrictive covenants. Terms used in this Policy which are not herein defined shall have the same meaning as given in the deeds of restriction and/or declarations of covenants, conditions, and restrictions as set forth more fully in **Exhibit A** (collectively the "**Declaration**"), to which additional properties, lots and common areas have been submitted, via Declaration of Submission, and subjected to additional Restrictions and Covenants, containing substantially similar language (the "**Restrictions**"), and if not therein defined, their ordinary meaning. In the event this Policy conflicts with the Declaration or the Bylaws, as amended, the Declaration and Bylaws shall control.

2. **Authority.** The Board, acting through its authorized agents and pursuant to the Governing Documents, has the power to impose fines, sanctions and other enforcement penalties. The Board may designate one or more persons or committees to document violations, to determine the type and amount of proposed sanctions, to provide notice of violations and proposed sanctions, to determine whether violations have ceased or abated, to hold hearings concerning violations and sanctions, to make final determinations concerning violations and sanctions, and to pursue self-help remedies to abate violations.

3. **Notice of Violation.**

A. **Courtesy Notice.** Upon receipt of documentation of a violation the Board shall cause an initial "Courtesy Notice" written notice via prepaid, first-class U.S. mail or personal delivery to the lot, or to the Owner's address as it appears on the books of the Association, if different, which "Courtesy Notice" shall include (i) a description of the nature of the violation; (ii) a period to cure the violations; and (iii) a statement that unless the violation is cured, the Owner may be subject to sanctions and any costs and expenses incurred by the Association, including its attorney's fees.

B. **Notice of Proposed Sanctions and Opportunity for Hearing.** Prior to imposition of any sanction for a violation of the Governing Documents (except the suspension of voting rights for nonpayment of Dues and Assessments, which shall be automatic as of the day same is declared late or delinquent hereunder), and in the event that an Owner fails to cure a violation after the receipt of a Courtesy Notice, the Board shall provide the owner of the lot and/or tenant with written notice via prepaid, first-class U.S. mail or personal delivery to the lot, or to the Owner's address as it appears on the books of the Association, if different. In the event that the Owner has provided the Association with an electronic mail address, then the Association, in lieu of providing notice by first-class U.S. Mail or personal delivery, may choose to deliver said notice to the electronic mail address provided by the Owner. By providing an electronic mail address to the Association, the Owner expressly elects to receive any notice of violation exclusively through said electronic mail address. The written notice shall describe, at a minimum:

- (1) the nature of the alleged violation;
- (2) the proposed sanction to be imposed;
- (3) a period of not less than ten (10) days to cure the alleged violation or present a written request to the Board for a hearing (the “Cure Period”); and
- (4) a statement that the proposed sanction shall be imposed unless (i) the violation is cured to the reasonable satisfaction of the Board, or (ii) a hearing is requested in writing within Cure Period.

It shall be the violator’s duty and burden to present the Board with evidence that the violation has been remedied within the Cure Period. If the violation is not cured or written notice requesting a hearing is not received in the time allotted, the action stated in the notice shall be imposed.

C. Notice of Sanction. If an Owner fails to cure the violation or fails to request a hearing within the Cure Period, then the sanction set forth in the Notice of Proposed Sanctions and Opportunity for Hearing shall become final and the Association shall cause a written notice via prepaid, first-class U.S. mail or personal delivery to the lot, or to the Owner’s address as it appears on the books of the Association, if different, stating that the sanction is final, that it will continue until the violation is cured, and that the Owner will be responsible for all additional costs and expenses incurred by the Association, including its reasonable attorneys’ fees, as it relates to the violation and the sanction.

D. Ephemeral Violations. For ephemeral, transient or other violations for which a cure period is inapplicable, then the Board can issue a warning and notice that if the same violation occurs at a later time, the Owner will be subject to sanctions without an opportunity to cure. In that case, the Association shall cause a Notice of Proposed Sanctions and Opportunity for Hearing and a Notice of Sanction for each subsequent violation as applicable. The Owner will not have an opportunity to cure such violation, but will have the opportunity to request a hearing and will be entitled to notice of the fine imposed.

4. Hearing. An owner or resident may request a hearing before the Board by providing the Board with written notice of such a request within the Cure Period, as set forth in the Notice of Violation. Any such written request for a hearing must detail, with specificity, the reason(s) that the alleged violator objects to the characterization of the violation or the proposed sanction. If the Board does not receive a written request for hearing prior to the expiration of the Cure Period, the findings and proposed sanctions set forth in the Notice of Violation shall become final.

If a hearing is requested in a timely manner, the Board shall set a date for the hearing no more than thirty (30) after the date the written request for a hearing is received. The Board shall provide written notice of the date, time and place of the hearing to notice via prepaid, first-class U.S. mail or personal delivery to the Unit that is subject to the violation, or to the Owner’s address as it appears on the books of the Association, if different.

The hearing shall be held at the date, place and time as set forth in the Notice of Hearing. If the person who requested the hearing fails to appear, then the sanctions set forth in the Notice of Violation shall become final and shall be imposed. The person who requested the hearing shall be entitled to produce evidence at the hearing. The Board is not required to produce any evidence at the hearing and shall be entitled to rest on the allegations set forth in the Notice of Violation, which are presumed to be true and accurate.

Within ten (10) days of the conclusion of the hearing, the Board shall provide the person who requested the hearing with a notice of its decision, including sanctions imposed, via prepaid, first-class U.S. mail or personal delivery.

5. Sanctions. The Board may enforce violations through fines, sanctions and other enforcement mechanisms, such as the revocation of voting rights or suspension of access to common areas. The nature and amount of any sanction shall be at the discretion of the Board and shall take into account factors such as (i) the nature and seriousness of violation; (ii) prior violations by the Lot owner; (iii) efforts to abate the violation; and (iv) other aggravating or mitigating factors. The Board may impose one-time fines or, for violations of a continuing nature, recurring, such as daily or weekly, fines until the violation is corrected. Attached hereto as **Exhibit B** is a schedule of fines for various violations. The attached exhibit is non-exclusive and the Board shall have the authority and discretion to adjust any fine due to aggravating or mitigating circumstances and to impose a fine upon any violation of the Governing Documents not expressly listed in the attached schedule.

6. Lien. Any fine or other monetary sanction imposed for the violation of the Governing Documents, together with interest, costs, and reasonable attorney's fees relating to the violation, failure to pay the fine or other monetary sanction, and enforcement of same, shall be the personal liability of the owner(s) of the lot at the time the fine was imposed and shall also be a charge on the lot, and shall constitute a lien on the lot, beginning on the date the fine or other monetary sanction is imposed, and shall be a continuing lien upon the lot until paid in full.

7. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Governing Documents by self-help (specifically including without limitation entering into said lot(s) to remedy an uncured violation following notice provided for herein), or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth herein. In any such action, to the maximum extent permissible, the person who owned the lot(s) at the time of the violation of which abatement was or is sought shall be liable for all costs and expenses incurred in engaging in such self-help and remedying said violation, including without limitation administrative fees, costs, and expenses of such self-help which shall be considered a fine hereunder, and late fees and interest, and attorneys' and professional fees incurred in pursuing in any rights or remedies available under the Governing Documents, and said amounts shall constitute a continuing lien on the lot(s) or unit as stated herein. In the event that an Owner fails to comply with any Governing Document after being provided notice and opportunity to cure same, or fails to pay any duly levied fine or comply with any other duly levied sanction, then the Association may retain counsel to enforce the Governing Document, pay the fine, or otherwise enforce a sanction, and the costs and

expenses of same, including reasonable attorneys' fees, shall be both the personal obligation of the property owner and a lien on the property as set forth herein.

THIS POLICY WAS AFFIRMATIVELY ADOPTED BY AT LEAST A MAJORITY OF A QUORUM OF THE BOARD OF DIRECTORS OF ANDOVER NEIGHBORHOOD ASSOCIATION, INC. AT A DULY NOTICED MEETING HELD SEPTEMBER 28, 2021 AS REFLECTED IN THE MINUTES ATTACHED AS EXHIBIT C.

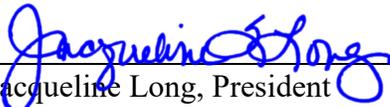
By:  _____
Jacqueline Long, President

EXHIBIT A

NEIGHBORHOOD RESTRICTIONS

1.	Deed of Restrictions for Andover Green Subdivision of record at Deed Book 1994, Page 301;
2.	Deed of Restrictions and Covenants for Andover Hill Subdivision Unit 1 of record at Deed Book 1519, Page 222; Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1524, Page 22; Second Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1596, Page 271; Third Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1617, Page 714; Fourth Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 1 & Unit 2, of record at Deed Book 1659, Page 01;
3.	Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1554, Page 748; First Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1596, Page 267; Second Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1604, Page 478; Clarification of Deed of Restrictions and First Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1 and 2, of record at Deed Book 1615, Page 610; Third Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1, of record at Deed Book 1617, Page 720; Fourth Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1 and Section 2, Subsection 2, of record at Deed Book 1659, Page 4; Fifth Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 3, Section 1 and Section 2, Subsection 1 and Section 2, Subsection 2, of record at Deed Book 1662, Page 322;
4.	Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 6-A of record at Deed Book 1648, Page 413; First Amended Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 6-A, of record at Deed Book 1662, Page 326;
5.	Deed of Restrictions and Covenants for Andover Hill (Lochmere) Subdivision Unit 6-B, of record at Deed Book 1803, Page 156;
6.	Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 1, of record at Deed Book 1607, Page 39; Amended Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 1, of record at Deed Book 1617, Page 725; Seconded Amended Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 1, of record at Deed Book 1662, Page 319;
7.	Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 2, of record at Deed Book 1641, Page 518
8.	Deed of Restrictions and Covenants for Andover Meadow (Lochmere) Subdivision Unit 7, Section 3, of record at Deed Book 1690, Page 748; First Amendment to Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 7, Section 3, of record at Deed Book 1691, Page 440;

9.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 8, of record at Deed Book 1726, Page 272;
10.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 9-A, of record at Deed Book 1773, Page 444;
11.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 9-B, of record at Deed Book 1896, Page 484;
12.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 9-C, of record at Deed Book 1980, Page 243;
13.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-A, of record at Deed Book 2010, Page 592; First Amendment to Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-A, of record at Deed Book 2015, Page 59;
14.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-B, Section 1 of record at Deed Book 2010, Page 603; First Amendment to Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-B, Section 1, of record at Deed Book 2015, Page 56;
15.	Deed of Restrictions and Covenants for Lochmere (Andover Hill) Subdivision Unit 11-B, Section 2, of record at Deed Book 2065, Page 599;
16.	Deed of Restrictions and Covenants for Stonecase Valley Subdivision (Andover Club), Unit 1, of record at Deed Book 1523, Page 113;
17.	Deed of Restrictions and Covenants for Stonecase Valley Unit 2-A (Andover Park), of record at Deed Book 1688, Page 67;
18.	Deed of Restrictions and Covenants for Stonecase Valley Unit 2-B (Andover Park), of record at Deed Book 1721, Page 309;
19.	Deed of Restrictions and Covenants for Stonecase Valley Unit 4, of record at Deed Book 1750, Page 46;
20.	First Amended Deed of Restrictions and Covenants for Stonecase Valley Unit 4, of record at Deed Book 1818, Page 332;
21.	Deed of Restrictions and Covenants for Stonecase Valley Unit 5, of record at Deed Book 1862, Page 19;
22.	Deed of Restrictions and Covenants for Stonecase Valley Unit 6, of record at Deed Book 1937, Page 162;
23.	Deed of Restrictions and Covenants for Stonecase Valley Unit 7, Section 1, of record at Deed Book 2031, Page 5;
24.	Deed of Restrictions and Covenants for Stonecase Valley Unit 7, Section 2, of record at Deed Book 2050, Page 9;
25.	Declaration of Covenants, Conditions and Restrictions for Unit 1 of the David R. Tucker and Anna B. Tucker Property (Being a Part of Tract No. 2A of the Graham J., Shuck W., and David R. Tucker Property) (Andover Creek), of record at Deed Book 2334, Page 259;
26.	Declaration of Covenants, Conditions and Restrictions for Unit 1, Section 2 of the David R. Tucker and Anna B. Tucker Property (Being a Part of Tract No. 2A of the Graham J., Shuck W., and David R. Tucker Property) (Andover Creek), of record at Deed Book 2438, Page 306;
27.	Declaration of Covenants, Conditions and Restrictions for Unit 1, Section 3 of the David R. Tucker and Anna B. Tucker Property (Being a Part of Tract No. 2A of the Graham J., Shuck W., and David R. Tucker Property) (Andover Creek), of record at Deed Book 2495, Page 145;
28.	Master Addendum to Deeds of Restrictions for Andover Neighborhood Association, Inc., of record at Deed Book 3599, Page 303.

EXHIBIT B

SCHEDULE OF FINES

Unless a different amount is stated in a Notice of Violation, the fine for any violation of the Governing Documents shall be subject to the following schedule, subject to the discretion of the Board of Directors set forth in Section 5 of the Policy:

1. Courtesy Notice: no fine.
2. Second Notice: \$50 fine.
3. Third Notice: \$75 fine.
4. Fourth Notice and Each Thereafter: \$100 fine.

EXHIBIT C

Minutes of September 28, 2021 Board of Directors Meeting

**Andover Neighborhood Association Board Meeting—via WebEx
September 28, 2021
Board Meeting Minutes**

The Andover Neighborhood Association Board of Directors met on Tuesday, September 28, 2021 via WebEx due to the Coronavirus (Covid-19) and in compliance with social distancing guidelines.

Jackie Long called the meeting to order at 6:00pm. ANA Board Members present included, Jackie Long, Brigid DeVries, Paige Forsyth, Nicole Galavotti, Jamie Gorden, Aric Meyers, and Philip Pietroski. A quorum was present. Association Manager Jared Gibson was also in attendance. Guests included Bill Henkel.

Board Meeting Minutes

The first item on the agenda was a review of the minutes from the August 17, 2021 Board Meeting. Jaime made a motion to approve the minutes, seconded by Phillip, and the motion passed unanimously.

Unfinished Business

- **Andover Village Drive Entry** Bill Henkel was in attendance to provide an update on the conceptual drawing and budget for the proposed Andover Village Drive Entrance project. He provided details on all elements of the plan, including changes to specific landscape items such as plant and tree options in response to input from the Board. He discussed cast stone containers, lighting, irrigation system, seasonal color plantings, tree removal and sod. Bill also included a picture and color images of suggested plants and trees. Bill indicated that the project could be done in phases due to the cost, but would take 4-5 weeks if done all at once.
- **Fine & Enforcement Policy** The updated Fine & Enforcement policy was discussed and Philip made a motion to approve the policy seconded by Paige, and the motion passed unanimously.
- **ANA Greenspace Tree Plan for (#11-17)** Jackie clarified that a total of \$20,000 will be used for a Greenspace tree plan. Bill Henkel coordinated the Andover Forrest tree plan for their Greenspace, and is working on a plan for Andover Hills also. Mr. Henkel will submit the preliminary plan to the Board for review in October.
- **Andover Village Drive Vacant Lot Tree Replacement** Jackie inquired about the status of the tree replacement by the vacant lot #2 owner on the East side of Todd's Road. At the August 17, Board Meeting Jared presented an invoice in the amount of \$8,416.40 for the replacement of trees to be presented to the lot owner. It was recommended that Jared contact Billings Law to send a letter to the owner and include the invoice, a time period for a response, payment by October 22, 2021, and a performance date for the tree replacement. Jared indicated as of today there has been no response. Following the October 22, deadline Jackie made a motion seconded by Aric that the tree replacement on the vacant lot proceed starting October 23, 2021, and the lot owner be invoiced for the work. The motion passed unanimously.

New Business

- **Cemetery** There was a short discussion regarding the Foster Family Cemetery. Jackie made a motion to dissolve the Andover Historic Preservation sub-committee, seconded by Aric which passed unanimously. Currently there is no allocation of funds from ANA for this restoration project due to other high priority Greenspace projects.
- **ANA Holiday Decorating Contest** It was decided to continue the holiday decorating contest for 2021, and add a category for best lights/decorations in backyards adjacent to the greenspace.
- **Greenspace Seeding** The Board had a discussion regarding seeding the Greenspace. Nicole made a motion to approve up to \$15,000 for seeding the Greenspace, seconded by Paige. The motion passed unanimously.
- **Garden Club Recognition** Brigid shared that All-points was notified that the Andover Hills Neighborhood was recognized and applauded for the beautification efforts and plantings, in the entrances and other landscape areas.

The Next Public Meeting is scheduled for Tuesday, October 19, 2021 at 6:00pm, via WebEx. There being no further business the meeting was adjourned.