

STONEHENGE III ASSOCIATION, INC.
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES
RE: GRASS, WEEDS, & VEGETATION: TIME FRAME

Whereas, lot maintenance, as regards grass, weeds, and other vegetation on lots is addressed in Article IV, Section 1 of the Declaration of Covenants, Conditions, and Restrictions (the Deed Restrictions) of Stonehenge III as follows:

"The Owner or Owners of each Lot or homesite in the addition are charged with the obligation and requirement, prior to construction of improvements thereon, to mow such Lot or homesite periodically, but no less frequently than that required to keep grass no more than 6 inches tall, and to keep such Lot or homesite free of debris A lien is hereby created and forever retained against each specific lot or homesite to secure the prompt and punctual payment of charges arising from (1) lot mowing and cleaning prior to construction of improvements The Maintenance Committee shall notify each property owner of his failure to perform such duty and obligation as set forth above by certified mail, duly mailed, whether or not so received, and, therefore, if such property owner fails to perform within seven (7) calendar days after the mailing date thereof, the Committee may have it done and the costs thereof shall be imposed on such specific property."

and, Whereas, lot maintenance, as regards grass, weeds, and other vegetation on lots is also addressed in Article VII, Section 13 of the Deed Restrictions as follows:

"The Owner shall maintain and keep in repair . . . the exterior maintenance upon each Lot which is subject to assessment hereunder including, without limitation, paint, repair, replacement (even in the event of a fire, or other casualty loss covered by insurance of the premises), and care for roofs, gutters and downspouts, exterior building surfaces, fences, trees, shrubs, grass, walks In the event of the failure of any Owner to observe the maintenance obligations imposed hereunder, then the Association shall send written notice to such Owner setting out the particular failure or failures of the Owner to maintain the property as herein required, and the Owner shall have sixty (60) days after receipt of such notice within which to remedy and cure its breach thereunder. If the Owner has not, within such sixty (60) day period, cured the default in full, then the Association shall have the right to perform the maintenance work on the Owner's behalf, and any sums expended by the Association in this regard shall become and constitute a lien on the property of the Owner. . . ."

and, Whereas, grass, weeds, and other vegetation can become a considerable eye-sore and possible health and safety hazard if allowed to grow unchecked for a sixty (60) day period;

and, Whereas, it is the clear intent of the Deed Restrictions that grass, weeds, and other vegetation not be allowed to grow untended for more than seven (7) days after notice;

now, therefore, it is

RESOLVED, That, in the special case of grass, weeds, and other vegetation, the Board of Directors uses the time frame enumerated in Article IV Section 1, namely seven (7) days after notice, as adequate notice to the owner before the Association takes corrective action as authorized in Article VII, Section 13.

Adopted 3/19/92 by the Board of Directors.