

Section 4. Rights of the Association

The Association is hereby given the right to enter upon any Residential Lot for the purpose of removing signs, debris, brush, junk or any other unsightly or unsanitary condition and shall not be considered a trespasser in so doing. The Association further reserves the right to make a reasonable charge to the Owner of such Residential Lot for such service which charge shall be a lien upon the Residential Lot and shall be fully enforceable by the Association through appropriate legal action.

The Association is hereby given the right to enter upon any Residential Lot for the purpose of enforcement of the Covenants and Architectural Guidelines and shall not be considered a trespasser in doing so if the following conditions are met:

- a. *A written complaint alleging violation of the Covenants or the Architectural Review Guidelines has been submitted to the Association according to procedures duly established by the Association.*
- b. *The Board has conducted an initial review of the written complaint and determined that an actionable complaint has been filed.*
- c. *A copy of the written complaint has been provided to the Lot Owner, and the Lot Owner has had sufficient opportunity, but not less than 7 days, to respond to the complaint.*
- d. *Written notice is provided to the Lot Owner that the Association wishes to enter upon the Lot Owner's property to visually inspect for violations of the Covenants.*
- e. *The Association's inspection shall occur within a reasonable amount of time from delivery of written notice of inspection, but not less than 7 days after delivery of the written notice of inspection, at a mutually agreed date and time between the Lot Owner, and/or his/her designee, and at least two members of the Board.*

Explanation: ARTICLE XIII, GENERAL PROVISIONS

Question 10: Adds language giving Association the right to enter onto property to investigate complaint submitted in accordance with the Association's complaint and due process procedures. Currently, there is no means to enforce violations of covenants and/or architectural guidelines if the violations are not visible from the road. However, there are some occasions where alleged violations would require on-site visits to determine if in fact a violation is occurring. This language protects the homeowner's rights against unannounced, unsubstantiated visits, and would only occur when the criteria listed are met.