

Hampton Village Estates Subdivision Homeowners Association, Inc.

Act of Restrictions

VIOLATION ENFORCEMENT POLICY

February 2011

Hampton Village Estates Subdivision Homeowners Association (“HVHA”) has authority pursuant to the Act of Restrictions (“AOR”), to determine, in its reasonable discretion, the manner of remedy for violations and allotted time periods associated with the remedy of such violations.

The Board of Directors of the Association (“Board”) finds there is a need to establish procedures for the enforcement of the restrictions, architectural, design, and maintenance standards of the AOR and for the elimination of violations which may be found to exist within the Association;

The following procedures and practices are established for the enforcement of violations of the restrictions, architectural, design and maintenance standards of the AOR of the HVHA and for the elimination of violation of such provisions found to exist in, on or about any property within Hampton Village Estates Subdivision, and known as the “Violation Enforcement Policy” of the Association:

Establishment of a Violation:

- a. Architectural: Any improvement of any kind or nature erected, placed, painted or altered on any Lot which has not been first approved in writing by the governing Architectural Control Committee (“ACC”), or which does not in all respects conform to what has been approved is deemed a “Violation” under this Enforcement Policy for all purposes.
- b. Use Restrictions: Any activity or condition allowed to continue on any Lot that is in direct opposition to the AOR, which is not expressly authorized, by the Board or ACC is deemed a “Violation” under this enforcement policy for all said purposes.
- c. “Member” is considered the Owner of Record or Lot Owner. (On occasions when a renter occupies the premises, a copy of said violation will also be sent to their attention.)

Violation Enforcement Policy:

1. First Notice of Violation.

- a. Initial Notice: Upon verification of the existence of a Violation of HVHA AOR, the Board will send to the Member using standard mail a First Notice of Violation Letter outlining the violation and allotted time periods to remedy such violation. This first violation letter will inform the recipient as follows:
 - 1) The nature, description and location of the Violation; and
 - 2) A request to remedy the Violation; and
 - 3) The date the violation was observed; and
 - 4) The specific number of days to remedy the violation and bring the property into compliance; and
 - 5) The option to reply in writing with any questions.
 - 6) If the lot owner replies by Certified Mail within the 10 business day period, then the following will apply:
- b. If the Member fails to remedy the cited violation after the First Notice of Violation Letter within the specified period of 30 days, a Second Notice of Violation Letter will be sent as stated herein.

2. Second Notice of Violation.

- a. If the Member fails to remedy the cited violation or fails to submit plans for an unapproved structure or continues with a project denied by the ACC, no earlier than 30 days from the First Notice of Violation Letter, the Board will send to the Member a Second Notice of Violation Letter using certified mail informing the recipient as follows:
 - 1) The nature, description and location of the Violation and the failure of the Member to correct the Violation, as previously requested; and
 - 2) Notice that if the Violation is corrected or eliminated within 30 days from the postmark of the Second Notice of Violation letter, no further action will be taken.
 - 3) Failure to correct the Violation or cease work on any improvement within 30 days from the postmark of the Second Notice of Violation letter will result in the Association electing to refer the unresolved violations to an attorney. The homeowner is then responsible for all legal fees.

Conclusion:

Notwithstanding the above, The Board may at any time during the enforcement process determine it to be in the best interest of the Association to end the Violation process and refer the matter to an attorney to pursue the Associations remedies, which may include injunctive relief to correct or otherwise abate the Violation.

- a. A Member may correct or eliminate a Violation at any time during the pendency of any procedure stated herein whereupon;
- b. When verified by a Board Members that the Violation has been corrected, the Notice of Violation will be voided but remain a matter of record; and
- c. The Member will remain liable for all costs and Fines and subject to the collection efforts as subscribed by state law.

Repeat Violations:

If a violation of the same nature is repeated within any one (1) year period after the last violation letter was sent, the violation letter process will continue uninterrupted. If a violation of the same nature reoccurs one (1) year or more after the last violation letter was sent, the violation will be considered new and the process starts from the beginning, or with a new First Notice of Violation Letter.

Here are some very common violations?

NOTE: Fence Maintenance: Some fences in the newer filings are approaching the 5-year mark and the original fence posts are not the 4x4 pressure treated type, but rather regular landscape type timber. Some deterioration has been noted at the ground level and within the next 1 to 2 years you will begin to see some of the fence post give way.

AOR Violation	Explanation of Violation
Boats, Trailers and Stored Vehicles 32. No boats, vehicles, campers, buses, motor homes, recreational vehicles or trailers of any kind, or parts or appurtenance thereof, may be kept, stored, repaired, or maintained on any street or on any lot nearer to the street than the front wall of the improvements and must be kept behind an opaque fence and in any manner which would detract from the appearance of both the individual lot and the subdivision. If the lot is a corner lot the side yard of which faces the front of the lot(s) across such side street, such item must be kept behind a fence that traverses the entire length of such side yard to the rear of such lot.	Boats, trailers and stored vehicles not hidden from view.
Rubbish & Debris 29. No rubbish, trash, garbage, or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation after ten (10) days written notice, the Architectural Control Committee, or its representative may, at its discretion, cause the lot to be mowed and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand in accordance with paragraph (32) herein.	<p>You are required to keep all trash picked up from your yard and stored in the trash can. Trash is picked up on Wednesdays and Saturdays. After trash is picked up by, trash cans must be removed from the street promptly and stored either in your garage, inside the fence of your back yard, or behind a structure so that it cannot be seen from the street.</p> <p>Currently the regularly scheduled trash pickup is on Wednesday (+ recycling) and Saturday (+ bulk trash). Should you have any questions regarding this service, please contact the Municipal Services Center or Public Works directly at (225) 262-5000.</p>
Lawn Maintenance 29. No rubbish, trash, garbage, or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation after ten (10) days written notice, the Architectural Control Committee, or its representative may, at its discretion, cause the lot to be mowed and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand in accordance with paragraph (32) herein.	<p>You are required to plant grass in your yard and keep it looking healthy. You are required to keep the grass mowed and edged in front and on both sides of your house, and between the sidewalk and the curb in front of your house. If you live on a corner lot this includes the grass between the sidewalk and the curb <u>on both streets</u>.</p> <p>Your flower beds must be kept free of weeds. It is the responsibility of the property owner to keep all grass cut, edged and weeded properly on a regular basis. Planters should be kept free of weeds, brush, or any objectionable or unsightly vegetation.</p>
Parking In The Streets and/or Driveways 29. No boats, vehicles, campers, buses, motor homes, recreational vehicles or trailers of any kind, or part or appurtenance thereof, may be kept, stored, repaired, or maintained on any street or on any lot nearer to the street than the front wall of the improvements and must be kept behind an opaque fence and in any manner which would detract from the appearance of both the individual lot and the subdivision. If the lot is a corner lot the side yard of which faces the front of the lot(s) across such side street, such item must be kept behind a fence that traverses the entire length of such side yard to the rear of such lot.	<ol style="list-style-type: none">1. All occupants of a lot must park either in the garage or on the drive way. The street is reserved for your guests and they are to park on the street or curb but not on your neighbors grass.2. Do not park in front of a mail box so that the mail courier cannot deliver the mail.3. You, nor your guests, may park vehicles in the street for more than 24 consecutive hours.4. You may not park boats, any type of recreational vehicles, motor homes, trailers, inoperable vehicles on your driveway or on the street. These items must be moved to a location not visible from the street. <p>No vehicle may be parked in the street for a period of more than twenty-four (24) consecutive hours. Boats, jet skis, boat trailers, recreational vehicles, motor homes, inoperable vehicles, trailers, etc. may not be parked or stored in the streets, in front yards, driveways, or lots if visible from the street.</p>

<p>Antennae/Satellites</p> <p>21. No outside lines, outside television antennas, satellite dish, above ground improvements or hanging devices shall be allowed without the written consent of the Architectural Control Committee evidenced by a majority vote thereof.</p>	<p>Before you put up an antennae or satellite dish you MUST have written permission from the Architectural Control Committee. Send your request to:</p> <p>HVHA Architectural Control Committee P.O. Box 78172 Baton Rouge, LA 70837</p> <p>Be sure to include a complete description, the dimensions and schematics, and the installation location of the antennae or satellite you wish to install. We will respond to your request as quick as possible.</p>
<p>Building & Improvements Architectural Control Committee (ACC) Approval</p> <p>22. The owner shall not paint or decorate any portion of the exterior of any buildings or improvements facing the street without first obtaining consent of the Architectural Control Committee.</p> <p>23. The Architectural Control Committee shall be composed of three (3) individuals appointed by the Developer. The Committee may designate a representative to act for it in its capacity. The Developer shall have the exclusive right to appoint the Architectural Control Committee until such time as the Developer shall release this right to the Hampton Village Estates Subdivision Homeowners Association which release may be demanded by that Association upon the completion of construction of homes on 75% of the lots. Thereafter, the Hampton Village Estates Subdivision Homeowners Association shall have the exclusive right to appoint the Architectural Control Committee including the right to determine the number of members of the committee and their qualifications. The decision of the Architectural Control Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable.</p> <p>24. All proposed plans for construction of any structure upon any lot of this subdivision shall be submitted to the Architectural control Committee of this subdivision in duplicate form before any work is begun on such lot. The owner of such lot shall deposit with application of Plan Approval the sum of Five Hundred and No/100 (\$500.00) Dollars. Andy McDonald, architect, (or such other architect or engineer named by the Architectural Control Committee) shall be paid One Hundred and No/100 (\$100.00) Dollars from such \$500.00 deposit as his fee for the architectural review of such plan and this amount is non-refundable. The Developer shall have the right to increase the amount of the Construction Deposit at any time at its sole discretion, by notifying any owner of such new amount at the time of the submission of plans to the committee for approval. The purpose of the Construction Deposit is to insure that the Association and the Committee has sufficient funds to review, and enforce the Restrictions. In the event damage is done by the owner or the owner's contractor or agent to any sidewalk or other common area or improvement of this subdivision during construction, the Construction Deposit, or such other amounts as may be necessary for such purposes may be assessed against such owner. Such deposit shall be returned to such owner making the deposit within thirty (30) days of the written request of such owner for a return and upon the determination that no damages are due. The committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be commenced until the plans have been approved in writing by said Committee or its representative. Two complete sets of plans and specifications shall be submitted to the Architectural Control Committee and will be retained on file by the committee. In the event the Committee, or its designated representative fails to deliver a written approval or disapproval to the lot owner or his designee, within thirty (30) days after the plans and specifications have been submitted to it, as aforesaid, Approval will not be required and the related covenants shall be deemed to have been fully complied with.</p>	<p>It is the Lot Owner’s responsibility to submit plans for new construction and/or any improvements to the Architectural Control Committee (ACC) for approval. Plans must be approved before construction can start. Any exterior improvements must be approved by the ACC.</p> <p>Before you begin <u>any</u> construction to add any improvements, you must acquire written permission from the Architectural Control Committee (ACC).</p> <p>Please submit a site drawing (showing lot, existing house, any additions, intended placement on site, list of materials, colors, screening, etc.) along with a description of the improvements to be made to the:</p> <p>HVHA Architectural Control Committee P.O. Box 78172 Baton Rouge, LA 70837</p> <p>In most cases, the ACC will provide a response within 7 business days of receipt.</p> <p>“Improvement” is defined as any addition or change to the existing property. Examples of additions and changes to your home and property which constitute improvements include, but are not limited to, installations of sidewalks, driveways, fences, swimming pools, landscaping, windows, exterior paint, etc.</p> <p>Please understand that the approval of the ACC is only your first step in making changes to your home. After you receive approval from the ACC you must also acquire a Building Permit from the City of Central.</p> <p>Do not start construction until you have a written approval from the ACC, and a building permit from the City of Central.</p>