

Central Park Home Owners Association #1

P.O. Box 8784, Canton, MI 48188-0844 – Telephone Number: 734-480-3938

Website: <http://centralparkphase1hoa.weebly.com>

June 21, 2019

Address

Address

Canton, MI 48188

RE: Notice of Violation and Warning of Special Assessment

Dear Homeowner(s):

The Gardens of Central Park Home Owners Association Phase 1 (CPHOA P1) is vested with the operation of our neighborhood community, acting through its Board of Directors. It is the obligation of the CPHOA following the procedures outlined in *Article 5* to ensure that each property owner in our community is adhering to the Covenants, Conditions and Restrictions.

By accepting the Title to any Lot in the subdivision, a property Owner has agreed to abide by CPHOA P1 governing documents. The Association shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Subdivision or otherwise constitutes a violation of the restrictions set forth in *Article 6*. Such determination shall be made by the Association's Board of Directors.

Please be advised of the noted violations of *Article 6* of the Covenants, Conditions and Restrictions as listed on the attached pages.

To avoid a special assessment against this Lot, the Owner shall have a period of not less than thirty (30) days from the date this notification is received to commence the required corrective actions, except for landscaping and grass cutting violations.

If work has not commenced within (10) days for landscaping and grass cutting violations, or thirty (30) days for all other violations, or if having commenced work, it has not been completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against the Lot. Assessments are for each individual violation. Any assessment levied shall be due and payable thirty (30) days from the date the Owner receives the statement of cost due. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment.

These covenants are the Rules and Regulations of our subdivision and can be found on the Central Park Estates #1 website under the *Covenants, Conditions, Restrictions* tab. Collectively they are intended to protect our property values by preserving the natural beauty of our neighborhood, promoting a sense of harmony between properties, as well as maintaining an aesthetically pleasing appearance overall.

Regards,

Board of Directors

Central Park I Homeowner Association.

CPHOA #1

Section 6.07 Home Occupations, Nuisances and Livestock. \$150 fine

- ___ No chickens or other fowl or livestock shall be kept or harbored on any Lot.
- ___ All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, or unsightliness, and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever.
- ___ No animal shall be permitted to run loose and shall be at all times leashed and accompanied by a responsible person while in the subdivision.
- ___ No burning of refuse shall be permitted outside of the dwelling.
- ___ No occupied or unoccupied Lot shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.08 Plant Diseases or Noxious Insects. \$150 fine

- ___ No plants, seeds or other things or conditions harboring or breeding infections plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.12 Maintenance of Side Strips (sidewalks) \$150 fine

- ___ Owners of Lots shall be responsible for the maintenance of parkways or public rights of way located between their lot lines and edges of street pavements on which said Lots abut.

Section 6.13 Tree Removal \$150 fine

- ___ It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on the Lot, including the easement.

Section 6.16 Garbage and Refuse \$150 fine

- ___ Improper storage of trash cans, yard waste, landscaping supplies, etc. Trash, garbage, or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners.

Section 6.18 Landscaping and Grass Cutting \$150 fine

- ___ When weeds or grass located on any Lot exceed 6" in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except wooded areas, and Wetlands. If said Owner fails to mow or cut weeds or grass within 10 days after being notified in writing, the Association may perform such work and the cost thereof shall become a lien upon the Lot(s) until paid.
- ___ Grass in poor condition with dead or bare areas, excessive weeds
- ___ Flower beds that need weeding and/or mulch, edging sticking out – also includes excessive or overgrown weeds
- ___ Excessive weeds in the cracks of sidewalk and/or driveway
- ___ Dead or overgrown bushes/trees
- ___ Boulevard trees with branches lower than 7 feet (Twp. Ordinance) and/or excessive weeds are the base

Section 6.23 Objectionable Sights \$150 fine

- ___ Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time.
- ___ Holiday decorations on display out of season

Section 6.24 Maintenance \$1,500 fine

CPHOA #1

- ___ The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair. Including peeling paint on exterior trim, siding, shutters, gutters, roofing that is missing, broken windows as well as other structural damage in need of repair. Please refer to our website for paint color guidelines and already approved colors.
- ___ Crumbling concrete, replacement or repair needed

To avoid being fined you must correct all violations with exception of paint, siding, shutters and roof within 30 days of receipt of this letter. All paint, siding, shutters and roof violations must be corrected no later than **October 1, 2019**. The appropriate fine will be assessed for all violations not corrected in the allowed 30 day period. \$50 will be added to the base fine every 15 days until the violation is corrected. A \$1,500 fine will be assessed for paint, siding, shutters and roof violations not corrected by **October 1, 2019**.

All fines not paid by **December 1, 2019** may be turned over to a collection agency and additional fees will be incurred.

Property Maintenance is your HOA Board's first priority and we depend on homeowners to do their part and uphold the HOA By Laws. If you have questions, please refer to our website. You can review all CPHOA1 By Laws and Covenants, Conditions, and Restrictions by visiting the HOA website. <http://centralparkphase1hoa.weebly.com>.

Violation Comments:
