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WILLOW CREEK COMMUNITY ASSOCIATION, INC.

Community-Wide Standards  
Policy Resolution #1  
Landscape Maintenance Standards

Adopted: October 1, 2005  
Effective: Immediately

Revision Dated:  
Revision Adopted:  
Revision Effective:

WHEREAS, *Article 5.2 "Owner's Responsibility"* - of the Master Declaration of Conditions, Covenants and Restrictions for Willow Creek requires that each Owner shall maintain its Parcel in a manner consistent with Community Wide Standards and such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the Design Review Board."

WHEREAS, *Article 9 "Architectural Standards"* - design review approval, architectural review, guidelines and procedures are referenced in the Declarations of Conditions, Covenants and Restrictions for Willow Creek, as amended from time-to-time, all of which are part of the Community-wide Standards; and

WHEREAS, there is a need to further establish Community Landscape Maintenance Standards;

NOW, THEREFORE, BE IT RESOLVED that the following is hereby adopted:

Landscape Maintenance Standards shall include, but are not limited to, the following:

1. **Definition:** An unimproved homesite is a Parcel (lot) on which construction of improvements has not yet begun. An improved homesite is a Parcel (lot) on which construction of improvements has begun. (*Refer to Article 2.37 of the By-laws or Article 1.39 of the Master Declaration for a complete definition of a "Parcel".*)
2. **Maintenance in General:** Each Parcel is to be maintained in accordance with the governing documents which include, but are not necessarily limited to, the Declaration of Conditions, Covenants and Restrictions, and all applicable Resolutions that have been or may be adopted by the Board of Directors and the design guidelines as they may be amended from time-to-time. Each Owner shall maintain his/her Parcel according to Article 5.2 of the Master Declaration.
3. **Maintenance of Improved Homesites:** All improved homesites are to be maintained with regard to the prescribed community standards, as well as the safety and well being of the community, property owners, residents, and guests. This includes, but is not necessarily limited to:
  - A. Lawn to be kept mowed to a height of approximately 3 to 4 inches. So that appears neat and trim, directing the clippings away from planting beds, walls, windows, signs, patios, etc.
  - B. Edger/string-trimmer is to be used around all hardscapes, beds and elsewhere as needed.
  - C. Grass clippings, leaves, trash and other debris shall be collected including that which is blown out of planting beds and off hardscapes, including patios, and legally disposed.
  - D. Lawns shall be cleared immediately of fallen leaves, limbs and dead vegetation.

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- E. No bare spots are permitted in the lawn
- F. All landscaping is to be kept weed free
- G. No landscaping is to be installed so as to encroach on a neighboring Parcel
- H. Line of sight of drivers is not to be impaired
- I. Approved additional plantings must be kept trimmed and neat
- J. Trees shall be kept to a maximum of 12 feet in height and trimmed, as needed
- K. Mulch in all landscape beds to be kept at a depth of 3-4 inches; pallet mulch to be distributed over all landscape beds at least once per year. Rock or gravel is not permitted.
- L. Mulch in all landscape beds to be turned once per year, succors removed from trees and shrubs, and flowers "dead-headed".
- M. Fruit and vegetable gardening must be kept in the rear-yard zone
- N. Additional tree and shrub planting must be approved by the Design Review Board.
- O. Clean-up of Parcel and street after maintenance

4. **Open Burning:** The burning of landscape debris, or and other materials of any kind are strictly prohibited.

5. **Removal of Debris:** All garbage, debris, trash, rubbish and any other unwanted items are to be kept in garbage cans, trash bags, other acceptable containers or, in the case of landscape debris too, kept in a neat pile, all of which are included in any reference to "garbage cans". All garbage, debris, trash and rubbish are to be disposed of in a proper manner and are not to be dumped, placed or left on any location within the community. All garbage, debris, trash, rubbish and any other unwanted items to be collected at "curbside pick-up" are to be collected from the Owner's property only (do not leave debris on another parcel.) and within a reasonable period of time which reasonableness may be discerned at the discretion of the Board of Directors. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. **EXCEPTION 1:** Garbage cans may be left at the alley the night before collection through the day of collection; **EXCEPTION 2:** Dumpsters used at construction sites.

5. **Right to a Hearing:** In the event an Owner disputes a notice of non-compliance, a monetary fine or a Specific Assessment from the Association, the Owner may request a hearing with the Board of Directors in accordance with the Governing Documents.

6. **Non-Compliance, Fines and Specific Assessment:** In the event the Owner fails to comply with the Landscape Maintenance Standards, the Association shall have the right, but not the obligation, upon written notice to the Owner, to enter upon the Parcel and bring the Parcel into compliance with the Landscape Maintenance Standards at the expense of the Owner. The Association also has the right, but not the obligation, to impose monetary fines which shall constitute a lien upon the Parcel. The Association has the power to levy Specific Assessments against a particular Parcel to cover costs incurred in bringing the Parcel into compliance under the terms of the Governing Documents, provided the Association gives the Owner prior written notice and an opportunity for a hearing.

7. **Approval of changes:** All changes or additions to existing landscaping, visible construction details or landscape plans that have been approved by the DRB must first be submitted in writing to the DRB in accordance with Design Guidelines. No changes can be affected until approval is received from the DRB. Exceptions: Small trees, annual flowers and perennial or annual groundcover may be planted in existing beds.

End of resolution.

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WILLOW CREEK COMMUNITY ASSOCIATION, INC.

Policy Resolution #2  
Miscellaneous Charges and Collection Policy

Dated: April 9, 2007  
Adopted: April 19, 2007  
Effective: June 1, 2007

WHEREAS, the Board of Directors is required to pursue collection of assessments and other charges from Owners; and

WHEREAS, the Board of Directors of the Association desires to adopt a uniform, non-discriminating and systematic procedure to collect assessments and other charges of the Association, and

WHEREAS, this resolution shall remain in full force and effect until revised or rescinded by a Majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following:

1. **Late Charges:** The Association may impose a late charge of \$25.00 or 10% of the unpaid balance whichever is greater, as a "common expense", on the outstanding or past due balance, on the first day of delinquency. The first day of delinquency is defined as occurring on the 31<sup>st</sup> day past the due date listed on the invoice to home owner.
2. **Interest/Finance Charge:** The Association may impose interest of eighteen percent (18%) per annum on the entire unpaid balance beginning on the first day of delinquency. The first day of delinquency is defined as occurring on the 31<sup>st</sup> day past the due date listed on the invoice to home owner.
3. **Returned Check Charge:** The Association may impose a fee of thirty-five dollars (\$35.00) in the event any check or other instrument is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such fee shall be subject to the terms of this Resolution.
4. **Attorney's Fees on Delinquent Accounts:** As an additional expense permitted under the Declaration, By-laws and statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. Such expenses shall be subject to the terms of this resolution.
5. **Application of Payments Made to the Association:** Payments received from an Owner may be credited in the following order:
  - A. any assessment or other charge for a Unit, including, but not limited to, general assessments, neighborhood assessments, sewer utility, non-compliance sanctions and other specific assessments, and special assessments, beginning with the oldest invoice

- 50 B. legal fees, court costs and other costs of collection  
51 C. all late charges and interest accrued, as applicable  
52
- 53 6. **Liens:** The Association may file a Notice of Lien against the Unit of any delinquent  
54 Owner in accordance with the terms and provisions of the Declaration, Articles of  
55 Incorporation, and Bylaws. A copy of the Notice of Lien shall be mailed to the  
56 Owner.  
57
- 58 7. **Referral of Delinquent Accounts to Attorneys:** The Association may, but shall not  
59 be required to, refer delinquent accounts to its attorneys for collection. Upon referral  
60 to the attorneys, the attorneys shall take all appropriate action to collect the accounts  
61 referred.  
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- 63 8. **Referral of Delinquent Accounts to Collection Agencies:** The Association may, but  
64 shall not be required to, refer delinquent accounts to one or more collection agencies  
65 for collection. Upon referral to a collection agency, the agency shall take all  
66 appropriate action to collect the accounts referred.  
67
- 68 9. **Waiver:** The Board of Directors may grant a waiver of any provision herein upon  
69 petition in writing by an Owner showing a personal hardship. Such relief granted an  
70 Owner shall be appropriately documented in the Associations records including the  
71 conditions of the relief. In addition, the Board is hereby authorized to extend the time  
72 for the filing of lawsuits and liens, or to otherwise modify the procedures contained  
73 herein, as the Board shall determine appropriate under the circumstances.  
74
- 75 10. **Use of Certified Mail/Regular Mail:** In the event the Association shall  
76 communicate with the delinquent Owner by regular mail in accordance with Article  
77 6.5 of the By-Laws, the Association may also send, but shall not be required to send,  
78 an additional copy such communication by certified mail and charge the expense to  
79 the Owner. Such expense shall be subject to the terms of this resolution  
80
- 81 11. **Ongoing Evaluation:** The Association has the option and right to evaluate each  
82 delinquency on a case-by-case basis.  
83
- 84 End of resolution.

Willow Creek Community Association, Inc.

Policy Resolution # 3

Open Houses

Prepared: October 30, 2007  
Adopted: November 28, 2007  
Effective: December 17, 2007

WHEREAS, Article 10.21 of the Master Declaration of Conditions, Covenants and Restrictions states, in part, "In addition to the use restrictions set forth in the Declarations, the Board may, from time to time, without consent of the members, promulgate, modify, or delete rules and regulations applicable to the Development"; and

WHEREAS, Article 10.12 of the Master Declaration of Conditions, Covenants and Restrictions states, in part, "No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on a Parcel or within the Properties unless prior written approval from the DRB is obtained. In addition, with respect to any Parcels that are restricted to, intended for, or used primarily for residential purposes, no "for sale" or "for lease" signs shall be permitted on any portion of such Parcels, including within any residences located thereon, if such sign would be visible from the exterior of such Parcel as determined in the DRB's sole discretion, and

WHEREAS, there is a need to adopt a rule on the use of "Open House" showings of resale properties in the Community; and

NOW THEREFORE, BE IT RESOLVED that the following is hereby adopted regarding "Open House" showings:

1. Owners may hold an Open House for property they are selling within the Willow Creek community on any Saturday and/or Sunday between the hours of 1:00 p.m. and 5:00 p.m.
2. Owners or their Real Estate Agent(s) will be responsible for informing the Willow Creek Community Association, Inc. office of the dates for the Open House of the property they are selling. The Association office will post a monthly the notice of scheduled "Open Houses" at the community center bulletin board.
3. Owners or their Real Estate Agent(s) may place balloons and/or ribbons/flowers at mail box to identify Open House location. Such balloons and/or ribbons/flowers for this purpose are permitted during the Open House only. Owners or their Real Estate Agent(s) will take care not to block access through alley easements or delivery at U.S. mail boxes.
4. Keys to access the Community Center, Fitness Area and Pool are not to be provided to Real Estate Agents for their personal use.
5. Failure to comply with this Resolution may result in a fine assessed against the Owner.

End of resolution.

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Declarant's Acceptance

This resolution was accepted by the Declarant on December 17, 2007.

The Worthington Group of Tennessee, LLC, is a Tennessee Limited Liability Company



Jeff Darragh, Chief Manager

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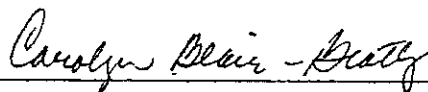
Board's Adoption

This resolution was duly adopted by the Board of Directors on December 17, 2007.



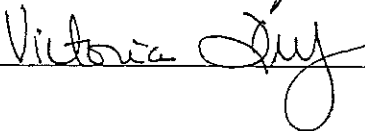
Jeff Darragh, President and Director

Carolyn Blair-Beatty, Vice President and Director



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Victoria Fry, Secretary and Director



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SIGNATURES ON FILE

**WILLOW CREEK COMMUNITY ASSOCIATION, INC.**

**Policy Resolution #4**  
**Procedures for Notice of Non-compliance**

**Dated:** February 12, 2013  
**Adopted:** February 15, 2013  
**Effective:** Immediately

WHEREAS, the Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Willow Creek community located in Sweetwater, Tennessee; and

WHEREAS, the Board of Directors of the Association desires to adopt a uniform, non-discriminating and systematic procedure for notice of non-compliance; and

WHEREAS, it is the intent that this resolution shall be applicable until otherwise rescinded, modified, or amended by a Majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby adopt the following procedures and policies:

ARTICLE 1

**Notice to the Association of Alleged Non-compliance**

1. **Emergencies or Violation of Law:** If an Owner or occupant is aware of an emergency situation or of violation of a law, such as a break-in or generally suspicious behavior, call Emergency 911 FIRST. A subsequent telephone call may be made to the Association's office and/or the gatehouse. However, for the purposes of this resolution, an "emergency" response by the Association does not include situations that would come under the purview of E911 personnel.
  
2. **Notice in Writing:** All notices or concerns regarding any alleged incident, problem or violation of rules, regulations, the Declaration or any other Governing Documents are to be made **in writing** to the Association's office. Notice via fax or email are acceptable written formats. The notice is to include:
  - the complainant's name and contact information
  - the date and time of the alleged incident, problem or violation
  - location of the alleged incident, problem or violation
  - positive identification of the offending person (vehicle, animal, etc.), and
  - an account of the incident prompting the notice

The Association will acknowledge receipt of a notice in writing within five [5] Days which will include a brief description of its response to the issue, i.e. a notice of non-compliance has been sent; the issue is being reviewed; the issue is not an infraction of the rules; or other appropriate description.

3. **Alleged Non-compliance:** The Association will use its best judgment in dealing with each situation on a case by case basis.
  - The situation may need to be viewed or otherwise verified by a member of the Association's staff
  - A photograph of the alleged violation may need to be taken
  - The situation may be resolved by just a telephone call from a member of the Association's staff
  - Written notice of the alleged violation may be sent to the alleged violator and, if applicable, to the Owner and rental agent, if known
  - Further action may be taken in accordance with the Governing Documents
  
4. **Common Area Non-compliance:** If the situation creates an emergency or potentially dangerous situation, call the Association's office. Otherwise, follow the procedures for written notification to the Association's office. The Association will use its best judgment in dealing with each situation on a case by case basis.

## ARTICLE 2

### Association's Notice to an Alleged Violator

**Enforcement:** Methods of enforcement, notice, hearing and appeal procedures are stipulated in Article 3.23, *Enforcement* of the By-Laws of the Willow Creek Community Association, Inc. All Persons are advised to review said Article in conjunction with this resolution parts of which are restated, supplemented or clarified as follows:

1. **Types of Non-Compliance:** The Board shall determine in its sole discretion, on a case by case basis if necessary, the degree of severity of an infraction of the Governing Documents. As an example only:
  - a. Minor infractions may include, but are not limited to, such things as a pet not being walked on a leash, trash cans not properly stored
  - b. Intermediate infractions may include, but are not limited to, parking of vehicles in unapproved areas, not meeting community-wide standards, posting of unapproved signs, unauthorized tree removal
  - c. Severe infractions may include, but are not limited to, non-compliance with DRB guidelines, making unauthorized changes to DRB approved submittal, health or safety issues regarding pets, failure to promptly make necessary exterior home repairs, failure to promptly repair discharge from the Owner's sewer system, discharge of a firearm, speeding, allowing unlicensed children to drive within the community



The Board may, at its discretion, increase the degree of severity of an infraction for repetition of the same or similar offense.

2. **Monetary Fines:** The Board may impose sanctions including, but not limited to, monetary fines which shall constitute a lien and are a Specific Assessment upon the Member's Parcel. Such fines may vary for the degree of severity of the infraction and other factors and may continue until the violation is cured. The following samples are meant as a guideline only:

- a. Monetary fines for minor infractions may begin at \$10.00 per diem
- b. Monetary fines for intermediate infractions may begin at \$25.00 per diem
- c. Monetary fines for severe infractions may begin at \$50.00 per diem

The Board may also impose a "per occurrence" fine in addition to or in lieu of the per diem fine. By way of example only, the Board may impose:

- a. \$25.00 - \$100.00 fine for minor infractions
- b. \$50.00 - \$200.00 fine for intermediate infractions
- c. \$200.00 - \$1,000.00 fine for severe infractions

3. **Interest/Finance Charge:** The Association may impose interest of eighteen percent (18%) per annum on unpaid monetary fines beginning thirty (30) days from the first notification of non-compliance.

4. **Filing of a Lien:** The Board may cause the filing of notice of a violation (commonly known as a "lien") in the Public Records. Unless the Board determines the need for an immediate filing of a lien in the Public Records, a lien may be filed if the alleged violation continues for thirty (30) Days from the date of the first notification of non-compliance.

5. **Suspension of Sanction:** The Board may, but shall not be obligated to, suspend any proposed sanction (including monetary fines) if the violation is cured within fifteen (15) Days of the notice of non-compliance.

6. **Self-Help:** The Board may elect to enforce any provision of the Governing Documents by entering the Parcel and exercising self-help to correct violations as stated in Article 11.8(b) of the CC&R's. (Refer to Article 1.34 for a description of "Parcel".)

7. **Notice:** Notice to an alleged violator is to be provided in writing. As stated in the By-Laws, such notice is to include, but is not limited to, the following:

- a. The nature of the alleged violation
- b. The proposed sanction to be imposed and when it may start

- c. A statement that any proposed monetary sanction shall be imposed as contained in the notice unless the violation is cured within fifteen (15) Days of the notice
  - d. A statement that the alleged violator may present a written request for a hearing
  - e. A statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of the notice
8. **Plan of Action:** The alleged violator may provide a written Plan of Action within the fifteen (15) Days detailing when alleged violations will be cured if extenuating circumstances preclude a prompt cure. As an example only, rectifying violations involving landscaping may need to wait for the proper time of year. Any Plan of Action must be approved by the Board in writing. Such approval shall state the conditions of the approval.
9. **Hearing Procedures:** Article 3.23, Section (b) *Hearing* of the By-Laws states: "If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard."

A hearing is to be held within fifteen [15] days of the Association's receipt of a request for a hearing. All sanctions will be held in abeyance until a decision is reached by the covenants committee or the Board.

Article 3.23, Section (b) *Hearing* of the By-Laws is supplemented as follows: "A default hearing may be held in the absence of an alleged violator. Notification of the decision of the covenants committee or the Board shall be in writing within five (5) Days of the hearing."

10. **Appeal Procedures:** Article 3.23, Section (c) *Appeal* of the By-Laws states: "If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within fifteen (15) Days after the hearing date.

Article 3.23, Section (c) *Appeal* of the By-Laws is supplemented as follows: "Notification of the decision of the Board shall be in writing within five (5) Days of the hearing."

11. **Referral to Attorneys:** The Board may, but shall not be required to, refer non-compliance issues to its attorneys.
12. **Costs to the Association:** As an additional expense permitted under the Declaration, By-laws and statutes, the Association shall be entitled to recover its costs as a Specific

Assessment, including but not limited to reasonable attorney's fees, administrative expenses, any costs incurred for self-help compliance and any other costs incurred in bringing about compliance from an Owner.

13. **Absentee Owner:** Absence from the Properties does not exempt an Owner from the response time frames established in this Resolution.

### Article 3

#### Waiver

The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

### Article 4

#### Definitions

The definitions referenced by Article 1.3 *Definitions* of the By-Laws apply herein.

End of Resolution.