

Cardinal Crest Homeowners' Association, Inc.

**Administrative Resolution No. 98-1
(Payment and Collection of Assessments)**

WHEREAS, Article IV, Section 1 of the declaration of Covenants, Conditions and Restrictions (the "Declaration") authorized the Board of Directors (the "Board") of Cardinal Crest Homeowners' Association (the "Association") to make assessments (the "Assessments") against the members of the Association for the purpose of promoting the recreation, health, safety and welfare of the residents in the property located in the Cardinal Crest Homeowners' Association Subdivision (the "Subdivision") and for the improvement and maintenance of the common area and easement area.

WHEREAS, Article IV, Section 3 and Section 8 of the Declaration authorizes the Board to establish the amount of the Assessments and procedures related to the payment and collection of the Assessments; and

WHEREAS, Article IV, Section 1 of the Declaration provides that the members of the Association have an obligation to pay the Assessments; and

NOW, THEREFORE, BE IT RESOLVED THAT:

A. Payment of Assessments.

1. Annual Assessment established by the Board shall be due and payable in quarterly installments payable in advance on the first day of each calendar quarter.
2. Special Assessments shall be due and payable on the first day of the next month that begins more than ten days after notice of the special Assessment has been given to the Members, or on such later date specified by the Board and set forth in the such notice.
3. The Board shall provide the Members with payment coupons setting forth the amount, due date and address to which payments of installments of annual Assessments are to be made by the Members. The Board shall send a notice to all Members setting forth the amount, due date and address to which payments are to be made by the Members of each special Assessment.
4. All payment of Assessments shall be made to the address specified on the coupon or notice related to the Assessments. All correspondence and notices concerning assessments shall be made to Members at the Members' addresses shown on the Association's books and records.

5. Non-receipt of payment coupons regarding annual Assessments shall in no way relieve a Member from such Member's obligation to make payment of installments of annual Assessments when and as due and the Members shall have the obligation to keep fully informed as to the amount, due date and place of payment of annual Assessments.

B. Remedies for Nonpayment of Assessments.

1. Any Assessment, whether annual or special, not paid and received by the Association within 30 days after the date on which the payment is due shall accrue a late charge in the amount of \$10.00, or such other amount as may be established from time to time by the Board. A late fee may only be imposed once for the same late payment.

2. Any Assessment, whether annual or special, not paid and received by the Association within 30 days after the date on which payment is due may accrue interest from the date such payment was due until such payment has been made in full, at the rate of eight percent (8%) per annum, or such other rate as may be established from time to time by the Board.

3. In addition to any other remedies provided for herein or in the Declaration for failure to pay Assessments, failure of a Member to pay any Assessment, whether annual or special, within 30 days after the date on which payment is due shall result in the automatic suspension of the voting rights of such Member.

4. If a check is not honored by the bank and is returned, and an Assessment due and owing is not otherwise received in the applicable time period as provided in subparagraphs B.1. and B.2. above, the account shall be deemed late and the late fee and interest, if applicable, shall be added to the amount due. For any payment check not honored by and returned by the Bank, a Twenty-five Dollar returned check shall accrue .

5. No notice of the imposition of late fees, interest or other charges made in accordance with this resolution, the Declaration or any other applicable law need be provided to the Member. Such interest and late fee shall constitute a lien upon the Lot of the defaulting Member.

6. A "Late Notice" shall be sent to Members who have not paid Assessments in full by the thirtieth (30th) day after the Due Date. If payment in full of any Assessment payable in installments, including annual Assessments, special Assessments, late fees, returned check charges and interest is not received by the Association or its appointed agent for any two calendar quarters, the account shall be referred to the Association's legal counsel for collection and the remaining installment of the annual Assessments shall be accelerated and declared due and payable in full.

7. If the Association received from any Member, in any accounting year, two or more returned checks for payments of Assessments, the Board may require all future payment to be made by certified check or money order for the remainder of the fiscal year.

8. Each Member shall be liable for and shall pay upon demand, all costs incurred by the

Association in collection any Assessments due from such Member, including, without limitation, all administrative expenses and attorney's fees (regardless of whether suits or liens are filed) and all such costs shall be a lien on such Member's lot and unit.

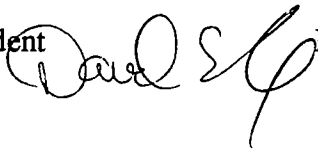
9. The Board may grant a waiver of any provision herein upon petition in writing by a Member alleging a personal hardship. Such relief granted a Member shall be appropriately documented in the Association's records with the name of the person or persons representing the Board granting the relief and the conditions of the relief. Waiver shall be made on a case-by-case basis upon review of particular circumstances and shall be in the sole and absolute discretion of the Board. Waiver on any one or more occasions shall not be deemed or construed as a waiver of any future default of a Member's obligation to pay Assessments when and as due.

10. The Board hereby authorizes the Managing Agent to waive the imposition of interest and late fees if, in the judgement of the Managing Agent, the delinquent Member has owned the Lot for less than one (1) quarter at the time of the delinquency and the Managing Agent determines the Member's failure to make timely payment was the result of a misunderstanding of the correct procedures relative to payment of the Assessment. Such waiver may be granted only once.

11. Payment received from a Member will be credited in the following order of priority:

- (a) Charges for attorney's fees and other costs incurred by the Association in collecting the Assessment from such Member;
- (b) Late fees;
- (c) All interest accrued; and
- (d) The Assessment for each lot owned by such Member, including special Assessment due as applicable.

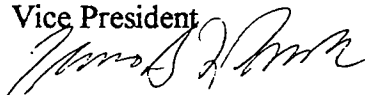
President



Date

4-4-98

Vice President

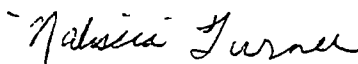


Date

4/12/98

Secretary

Date



4/11/98

Cardinal Crest Homeowners' Association, Inc.
Administrative Resolution No. 98-2
(Parking)

WHEREAS, the undersigned constitute all of the members of the Board of Directors (the "Board") of the Cardinal Crest Homeowners Association, Inc. (the "Association");

WHEREAS, Article IV, Section 1, of the Bylaws states that the business and affairs of the Association shall be managed by the Board;

WHEREAS, Article VII, Section 1.a. of the Bylaws empowers the Board to adopt and enforce rules and regulations and to establish penalties for the infraction thereof, and

WHEREAS, for the benefit and protection of the Association and of its members ("the Members"), the Board deems it necessary and desirable to establish rules to provide for safe and orderly parking of motor vehicles on the Association's common area and for the enforcement of such rules.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules governing parking of motor vehicles are hereby adopted.

1. Parking of Vehicles in Private Driveways, Roadways and Pipestems. No trailers, campers, recreational vehicles, boats or other vehicles not used for normal passenger transportation may be parked in a driveway. Parking of commercial vehicles in any driveway shall be limited to short-term, temporary parking by contractors during the period that work is ongoing in the residence. Commercial vehicles owned or operated by an owner or resident which is parked in a driveway, roadway or pipestem must be covered in its entirety by a white tarp or similar such covering, or, all commercial lettering and signage must be hidden by use of a magnetic covering placed on the vehicle.
2. Use of Vehicles. No motorized vehicle may be used or maintained on the yards of any lot or common area and no unlicensed vehicles are allowed on the property. All vehicles must display current registration plates and county stickers at all times. The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the lots or common areas.
3. Towing at Owner's or Operator's Cost and Risk
 - a) Motor vehicles parked in violation of this Resolution shall be subject to immediate towing, without notice to the owner or operator of the vehicle. Towing may be ordered by any director or officer of the Association, members of the Architectural Review Board

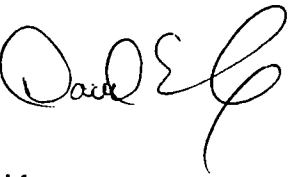
designated by the Board, or pursuant to an agreement between the Association and any person performing towing services whereby the Association's common areas are inspected by the person providing the towing services and improperly parked motor vehicles are automatically towed away without further authorization from the Association.

b) Towing of motor vehicles parked in violation of this Resolution shall be at the sole cost and expense of the owner or operator of the towed vehicle. The risk of damage or loss incurred as a result of any such towing shall be solely on the owner or operator of the towed vehicle and neither the Association nor any of its officers, directors, employees or agents shall have any liability for any such damage or loss.

3. Additional Penalties. In addition to being subject to immediate towing, the parking of motor vehicles in violation of this Resolution may be the basis for further enforcement action by the Association, including the possible imposition of special charges not to exceed \$10.00 per day for a continuing offense or \$50.00 per single offense of a non continuing nature, plus costs of enforcement, including attorney's fees.

IN WITNESS WHEREOF, the undersigned have adopted the foregoing Resolution by unanimous written consent.

President



Date

4-4-98

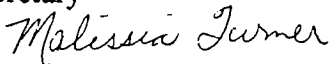
Vice President



Date

4/12/98

Secretary



Date

4/12/98

14 April 1998

MEMORANDUM

From: CMS Services, INC

To: All Cardinal Crest Home Owners

Via: Board of Directors

Subj: PROPER PLACEMENT OF TRASH CONTAINERS

1. All trash containers must be stored out of view from the Streetscape, recreational area and the neighboring properties at all times. Appropriate exterior screening, fencing or landscaping may be used where alternative storage is not available.