

THE WOODLANDS PROPERTY  
OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

APRIL 1, 2007

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## INTRODUCTION

The Woodlands Property Owners Association, Inc. (the “Association”) is a non-profit corporation which owns the common areas in, and seeks to implement and enforce the Covenants and Restrictions of, The Woodlands subdivision in Mandeville, Louisiana. The Association generally governs the subdivision’s operations, and is directed by volunteer residents. These volunteers are members of the Association who are elected annually to serve on the Association’s Board of Directors.

In its role as the governing body for The Woodlands and owner of the common areas, the Association desires to promote a safe, clean, family-oriented neighborhood, and to respect the use of common areas by all members of the Association. The Association also intends to take appropriate and reasonable steps that are necessary to preserve property values in The Woodlands and to ensure The Woodlands remains a desirable place to live. In furtherance of these goals, in accordance with the Covenants and Restrictions of The Woodlands, as amended, and the By-Laws of the Association, the Board of Directors of the Association has adopted the following Rules and Regulations governing the subdivision. These Rules and Regulations may be supplemented and amended from time to time by any duly elected Board, and are binding on all Members of the Association.

More information can be found about The Woodlands and the Association at the Association’s website, [www.woodlandspoa.com](http://www.woodlandspoa.com). For example, a copy of the Covenants and Restrictions, By-Laws of the Association, and these Rules and Regulations can be downloaded from the website. The website also contains a listing of the Association’s Officers and Directors with their contact information.

Please contact any of the Officers or Directors if you have questions or suggestions. Formal complaints and requests for review of decisions by The Woodlands Architectural Control Committee, however, should be submitted in writing as specified in the Rules and Regulations.

## RULES AND REGULATIONS

### I. DEFINITIONS

- A. “Association” means The Woodlands Property Owners Association, Inc.
- B. “Board” means the Board of Directors of the Association.
- C. “Common Property” means any and all property, movable or immovable, including appurtenances and improvements, owned by the Association, including, but not limited to, the Streets, sides of the streets back to the property lines of the lots, the entrances, the Recreational Area, the drainage ditches, and all other green spaces. “Common Property” does not include lots of record not owned by the Association, but includes all other property owned by the Association, and any appurtenances and improvements.
- D. “Covenants and Restrictions” means that certain Act Creating Deed Restrictions and Covenants, executed January 10, 1995, recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, and any amendments thereto, including but not limited to the First through Thirteenth Amendments.
- E. “Invited Guest” means any person who has been invited to the Subdivision by a Member, including for example, but not limited to, family members and relatives, friends, residents of The Woodlands who are not Members of the Association, and contractors.
- F. “Member” means any member of the Association, *i.e.*, any person who owns a lot in the subdivision.
- G. “Pool Area” means the pool, baby pool, and any other area within the fence surrounding these two pools.
- H. “Recreational Area” means the Pool Area, the tennis courts, the basketball court, the swing set, the parking area in front of the Pool Area, and the surrounding green space owned by the Association, all of which is opposite the entrance to the Subdivision from Highway 1088.
- I. “TWACC” means The Woodlands Architectural Control Committee.
- J. “Street” means any street in The Woodlands.
- K. “Structure” shall be construed most broadly and shall include but not be limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennae, storage facilities, storage containers (such as PODS) and any other thing erected or placed on any part of any lot. “Structure” also includes any addition to a present structure.

- L. "Vehicle" means any car, truck, camper, trailer, recreational vehicle, boat, personal water craft, motorcycle, golf cart, all-terrain vehicle or any other thing having once been designed to move on wheels, whether motorized or not.
- M. Whenever appropriate, the singular form of a word shall be interpreted in the plural and vice-versa.

## II. PAYMENT OF ASSESSMENTS

- A. The Association may levy assessments against all Members and their lots. These assessments will typically be billed on a quarterly basis. However, special assessments may be necessary from time to time. Additionally, penalty assessments for violations of the Covenants and Restrictions, these Rules and Regulations, and any Rules and Regulations promulgated by TWACC may be imposed.
- B. Any assessment levied which is not paid within fifteen days after it is due shall be delinquent and shall bear interest at the rate of twelve percent per annum, as well as a fee not to exceed more than 25% of the amount due.
- C. Any assessment shall be a debt obligation of the Member(s) assessed and the lot(s) owned by those Member(s). In the event of non-payment of an assessment within fifteen days, a lien affidavit setting forth the amount due may be filed against the lot and Members who own the lot. The amount due will include the delinquent assessment, late charges and other penalties, including interest, costs, and attorney's fees. The Association may also file a lawsuit to perfect the lien and collect the amounts due, including any additional interest, costs, and attorney's fees incurred in connection with such lawsuit.
- D. Upon failure to timely pay any one or more period installments of any assessment, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.
- E. The Association may post a list of Members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.

## III. USE OF COMMON PROPERTY

### A. GENERAL PROVISIONS GOVERNING ALL COMMON PROPERTY

- 1. The Woodlands is a private subdivision. With the exception of police, fire, ambulance and other emergency services, and with the further exception of persons providing delivery services (U.S. Mail, Fed Express, etc...) and utility services, the Common Property is solely for the use of Members and their Invited Guests.

2. Any person causing damage to any Common Property, whether intentionally or negligently, shall, within fifteen days of demand by the Association, fully reimburse the Association for the cost of repairing or replacing such damaged Common Property and any other damages incurred by the Association.
3. No person shall use any Common Property for any purpose inconsistent with the intended purpose of the Common Property or in any manner that creates a nuisance to other Members or their Invited Guests.
4. Door-to-door solicitors, advertisers, religious and other advocates, and others engaged in similar door-to-door activities shall not be permitted, with the following exception: residents of The Woodlands may solicit contributions for charitable causes, such as school fundraisers, girl scout organizations, etc...
5. Vulgar language, rude behavior, and other activities inconsistent with a friendly, family-oriented subdivision are prohibited.
6. Media devices, such as radios and cd players, shall be operated at a low volume so as not to disturb others.

**B. RECREATIONAL AREA**

1. The Recreational Area is for the exclusive use of Members and their Invited Guests. Members are responsible for the supervision and conduct of their Invited Guests.
2. Use of the Recreational Area is prohibited after dusk and prior to dawn without prior approval of the Board.
3. The Association does not provide any security for the Recreational Area. The Association also does not warrant that the Recreational Area is safe or otherwise fit for its intended purpose. All Members and their Invited Guests use the Recreational Area at their own risk.
4. The Recreational Area shall only be used by Members and their Invited Guests to enjoy sports and other family activities. The Recreational Area shall not be used in any manner inconsistent with this purpose, or in a manner which is deemed a nuisance by the Board.
5. Upon request by any Member or a life guard, any person on the Recreational Area shall identify himself, including his name and address, and, if the person is not a Member, the name and address of the Member of whom the person is a guest. Any person refusing to provide this information shall not be entitled to use the Recreational Area and shall be deemed a trespasser,

even if the person actually is a Member or an Invited Guest of a Member.

6. Users of the Recreational Area shall remove all items they bring to the area (including sports equipment, towels, books, magazines, beach balls, trash, etc...) at the time they leave the Recreational Area.
7. At no time are motorized Vehicles allowed in the Recreation Area other than in the parking lot, unless specifically used for persons with special needs.
8. Any person using the Pool Area shall also comply with additional rules and regulations governing the Pool Area. These rules and regulations are available at [www.woodlandspoa.com](http://www.woodlandspoa.com) and may also be posted at the Pool Area.
9. Failure to comply with these regulations will be grounds for the immediate exclusion from the Recreational Area. Additionally, the Board may exercise any other rights and remedies available to the Association.

#### C. PARKING ON COMMON PROPERTY

1. No Vehicle may be parked on any Common Property, except as follows:
  - a. Vehicles may be parked in the Streets or on the Common Property adjacent to the Streets provided that (1) such parking is necessary to accommodate a special function (such as birthday party or other temporary event, such as parking for contractors performing work approved by TWACC or a moving or delivery truck), and (2) the Vehicle does not remain parked on any Common Property for more than twenty-four hours. In no event shall a Street or Common Property adjacent to a Street serve as a regular parking area for any Vehicle used by any Member or by any resident of The Woodlands, it being the intention of this rule that a Member's and resident's Vehicles shall not be parked on any Street or Common Property adjacent to a Street. If an Invited Guest does park on any Common Property, please make sure that person is parked so as not to damage anyone's lawn.
  - b. Members and their Invited Guests may park in the parking lot in front of the Pool Area only while they are using the Recreational Area. Overnight parking is not permitted in front of the Pool Area.
2. If a Vehicle is parked on Common Property, it shall not be parked so as to prevent utility companies or emergency personnel from accessing utilities, fire hydrants, or otherwise performing utility or emergency services. For example, Vehicles may not block fire hydrants. Vehicles also may not park

on the concrete pad in front of the SELA facility on Bald Cypress Drive.

3. Any Vehicle improperly parked on any Common Property may be towed without further notice at the expense of the Vehicle's owner and/or at the expense of the Member who invited the person to the subdivision.
4. No Vehicle shall be parked on any Common Property for the purpose of being advertised for sale, or while displaying a for sale sign.

**D. SAFE OPERATION OF VEHICLES ON STREETS**

1. Any person operating a Vehicle on the streets of The Woodlands shall abide by all posted traffic signs, shall operate the Vehicle in a safe and reasonable manner, and shall comply with all state and parish laws governing the operation of vehicles and general rules of traffic.
2. Pedestrians and cyclists have the right of way. All motorized Vehicles must yield to pedestrians and cyclists.
3. No person shall operate any motorized Vehicle on the Streets unless it is approved under Louisiana law for operation on the public roads and highways in Louisiana, except as follows:
  - a. Members and their Invited Guests who are adults may operate golf cart-type vehicles on the Streets. Vehicles designed primarily for off-road use, such as four-wheelers, are not permitted.
  - b. Persons with special needs may operate motorized Vehicles such as motorized wheelchairs and other devices that assist them with mobility.
4. The Association shall not be liable for any damage or injury caused by the operation of any Vehicle by any person.

**E. SIGNS**

1. No sign shall be placed on any Common Property without prior approval of the Association, except as follows:
  - a. Signs may be displayed in the sign cabinet at the entrance near Highway 1088. To request that a sign be displayed in the sign cabinet, please contact a board member of the Association. Only signs that announce subdivision events or community notices will be permitted in the sign cabinet.



- b. Garage Sale, For Sale or Open House signs may be placed just inside the entrance on 1088 on Sweet Bay Drive in front of the pool parking loop. Two directional signs may also be posted. One additional sign may be placed by a Member directly in front of that Member's lot.
  - c. No sign supporting or opposing a political candidate may be displayed on any Common Property.
  - d. Except for Garage Sale, For Sale or Open House signs, no sign used for commercial advertising may be displayed on any Common Property.
2. Unauthorized signs on Common Property shall be removed and discarded without further notice.

F. ENTRANCE AND EXIT GATES

1. It is the responsibility of any Member expecting Invited Guests to provide entry into the subdivision by means of the entry gate access system.
2. Any person causing damage to any of the gates shall be solely responsible for the cost of any repairs.
3. Do NOT attempt to force open the gates with a Vehicle or by any other means. If a gate will not open, please attempt passage through a different entrance or exit gate.
4. If any person experiences any problem with the gates, please contact any Officer or Director of the Board, member of TWACC, or their designee.

G. MAINTENANCE OF CERTAIN COMMON PROPERTY

1. The Association generally maintains the Common Property, except that Members shall maintain the grass between their lots and any Streets.
2. The Association may periodically use heavy equipment to maintain drainage ditches on Common Property, including the ditches in front of the lots. To avoid interference with this process, to avoid interference with drainage of water, and to promote a uniform appearance, no person shall place in any drainage ditch on Common Property any obstruction (including for example, but not limited to, dirt, grass, plants, rocks, etc.) or any structure (including for example, but not limited to, wood planks, retaining walls, french drains, etc.) not approved by TWACC.

3. The Association is aware that some Members have already installed retaining walls along the length of a ditch or on each side of a driveway. TWACC may, in its discretion, allow such pre-existing retaining walls to remain on Common Property with full reservation of right to require removal. No future retaining wall shall be permitted without the prior approval of TWACC.
  - a. Any retaining walls shall be maintained by the owners of the lot adjacent to the retaining wall. Leaning retaining walls, deteriorating retaining walls, and retaining walls that are not maintained in both an aesthetically pleasing and functional manner shall promptly be repaired or removed at those owners' sole expense.
  - b. If the owners of the lot adjacent to the retaining wall fail to remove a retaining wall upon request of TWACC, the Board or TWACC may remove it and the owners shall be liable to the Association for all damages incurred, including, but not limited to, the cost of removing the structure and restoring the Common Property.
  - c. The owners of the lot adjacent to the retaining wall shall be liable for any additional costs incurred by the Association in maintaining the ditch as a result of the retaining wall.

#### IV. ANIMALS

- A. No animals, birds or fowl shall be kept or maintained on any lot except for dogs, cats, and pet birds, which may be kept in reasonable numbers as pets for the pleasure and use of Members, but not for any commercial use or purpose.
- B. Pets shall be under control and on a leash when they are not confined indoors or by a fenced enclosure.
- C. All pet droppings are the responsibility of the pet owner, and must be removed from any Common Property, or, anyone's lot other than the pet owner's lot.
- D. Please note that there are both State and Parish laws governing pets. Pets must be registered and licensed.
- E. If there are problems with a pet, you may receive a phone call or letter from the Association, to be followed by further action by the Association or its attorney, and/or the Parish, should the problem persist.
- F. The Board will try to assist Members in resolving any problems that may arise with a neighbor's pet. The Board requests that any Member with a pet complaint attempt

to resolve the issue with the pet's owner prior to seeking Board involvement.

V. CARS, TRUCKS, BOATS, RVs, TRAILERS, SIMILAR VEHICLES, MACHINERY AND EQUIPMENT

- A. The following shall not be used as a residence on any lot either temporarily or permanently: trailers, campers, camp trucks, house trailers, mobile homes, prefabricated trailers, boats, recreational vehicles, other vehicle having once been designed to be moved on wheels, tents, shacks, barns, outbuildings, or any other structure of a temporary character.
- B. No trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer, machinery, or equipment shall be kept on any lot or on any Common Property, excepts that such vehicles, machinery or equipment may be kept on a lot if they are enclosed and kept within a garage or behind a fenced or landscaped enclosure approved by TWACC; but, in no event may they be kept in the front yard of any lot, or in the side yard of any corner lot.
- C. Parking of cars, trucks, and similar Vehicles is only permitted on paved driveways. No person may park such a Vehicle in the front or side yard of a lot. Rather, all off street parking areas must be finished with a top layer of concrete. If your Vehicles do not fit on your driveway, please contact TWACC for an application to pave an additional area for parking.

VI. MAILBOXES

- A. No Member shall install or cause to be installed any mailbox except as approved by TWACC. Mailboxes approved by TWACC can be purchased from Southern Mailboxes. Please contact Kelly Glass of Southern Mailboxes at (985) 845-2692. The mailbox post and box are hunter green with gold numbers. The 2007 price for an installed mailbox is \$160.00 (price subject to change).
- B. TWACC may request that any unauthorized mailbox or mailbox in disrepair be repaired and/or replaced.
- C. If you need to replace a mailbox, please contact TWACC, which will have a list of approved vendors and mailboxes.

VII. WASTE COLLECTION

- A. The Association may require that all Members use one waste collection service, and may assess members for that service as part of the Members' annual dues.
- B. Garbage and rubbish receptacles shall only be visible from the Street between 6:00

p.m. on the evening before garbage is being collected until 11:59 p.m. on the day in which the garbage is to be collected. All other times , rubbish receptacles shall not be stored where they are visible from the street.

- C. At no time may any person place furniture, appliances or other items for sale on the curb of a lot other than for a garage sale.
- D. Any garbage or rubbish that is not collected by the waste removal company via its regularly scheduled pickup is the responsibility of the lot owner(s) and must not remain on the curb for more than two consecutive days.

#### VIII. MISCELLANEOUS PROHIBITED ACTIVITIES

- A. Clothes lines or similar outdoor drying apparatus are prohibited.
- B. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by TWACC.
- C. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous, or illegal.
- D. No individual water supply systems, sewerage treatment plans, or septic tanks shall be permitted. Such services shall be supplied by Southeast Louisiana Water & Sewer Company.
- E. No trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.
- F. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.
- G. Window air conditioning units are prohibited.

#### IX. ASSOCIATION COMMITTEES

- A. THE WOODLANDS ARCHITECTURAL CONTROL COMMITTEE

1. Rights and Responsibilities of TWACC and Members

- a. TWACC is a committee of the Association which is comprised of five Members chosen on an annual basis. Two TWACC Members shall be designated officers of the Association, one TWACC Member shall be a director of the Association who is not a designated officer of the Association, and two shall be nominated from the general membership of the Association and elected by a majority vote of a quorum during the Association's annual meeting.
- b. TWACC may promulgate rules and regulations to be approved by the Board from time to time, governing the rules and standards for any type of Structure, construction, or site work on any Member's lot. The failure to promulgate any rules and regulations shall not interfere with TWACC's rights and responsibilities under the Covenants and Restrictions.
- c. Members shall first obtain approval of TWACC prior to commencing any construction, site work, or improvements of any kind on the exterior of their home or on their lot, or commencing any other activity that falls within the rights and responsibilities of TWACC, which include, but are not limited to, approving or disapproving:
  - (1) Any changes in elevation or drainage of land;
  - (2) Placement and erection of any Structure, whether permanent or temporary, on any lot, including but not limited to location, materials, and standards;
  - (3) Any modifications to the exterior of any Structure, including but not limited to changes in color, additions, and other modifications;
  - (4) Any removal, topping, or other procedure affecting any tree in excess of six inches in diameter and three feet above the ground;
  - (5) Any fencing and other enclosures, including landscaped enclosures;
  - (6) The location of antennas and satellite dishes;
  - (7) Mailboxes;

- (8) Installation of any exterior lamppost or “street lighting,”
  - (9) Culverts and drainage swales and ditches;
  - (10) Driveways, additional paved parking areas, patios and sidewalks;
  - (11) Signs located on any lot or Structure, except that for sale signs not greater than four square feet do not need TWACC approval; and
  - (12) Any changes to any plans, specifications or applications previously approved by TWACC.
- d. To submit an application to TWACC, please contact any member of TWACC. These members’ contact information is located at [www.woodlandspoa.com](http://www.woodlandspoa.com). If there is any doubt about whether an application is required for a particular matter, please contact any member of TWACC.
  - e. TWACC will take action on all applications within thirty days after receipt. If no response is received from TWACC within thirty days, the application shall be deemed approved.
  - f. TWACC may provide a warning or other notice of violation;
  - g. TWACC may grant a variance from the strict application of any matter under its authority provided that such variance shall not subvert the purpose and principal of any covenant, rule or regulation, and that, in TWACC’s opinion, the variance will improve the quality and/or appearance of a project or will alleviate practical difficulties or undue hardship. Such variances shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by TWACC, and shall not in any manner alter the force and effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish’s Board of Adjustments, or similar board, must be sought directly from such entity.
  - h. TWACC shall report to the Board regarding any violations of matters within the scope of TWACC’s rights and responsibilities;
  - i. TWACC may exercise all other rights and responsibilities delegated to TWACC by the Covenants and Restrictions or the Board.

2. Appeal of Adverse Action: Any Member aggrieved by an action of TWACC, including any Member of the Subdivision, may file a request for review of the action by the Board within thirty days of TWACC's decision, as follows:

- a. All requests for review must be made in writing and received by an Officer or Director of the Board within thirty days from the date the Member received notice of the adverse action. Untimely requests for review may not be subject to review, except that, at the sole discretion of the Board, it may elect to review an untimely request for good cause.
- b. All requests for review must include all pertinent documents and an explanation of why you believe TWACC's action should be reversed.
- c. All requests for review must include a request for a hearing if the aggrieved party desires an opportunity to orally present his argument to the Board.
- d. Upon receipt of the request for review, the Board may request additional information or take other action on the request. The Board's action shall be final and not subject to further review.

B. **OTHER COMMITTEES**: The committees listed below have been created by the Board. Pursuant to the By-laws, the President may appoint Members to serve on these committees. If a Member desires to volunteer on one these committees, please contact the President.

1. Social Committee: The Social Committee endeavors (a) to ensure that the Pool Area is operated properly and to promote social and holiday events for residents of The Woodlands, including decorating appropriately for holidays and other special events. The Social Committee makes reports and recommendations to the Board regarding such activities and actions which should be taken to further the purpose and goals of the Association.
2. 1088 Alliance Committee: The 1088 Alliance Committee endeavors to monitor zoning, planning, drainage and related issues along Highway 1088 and Soutl Street, to participate in the 1088 Alliance (comprised of other subdivisions in the area), and to make reports and recommendations to the Board regarding such activities and actions which should be taken to further the purpose and goals of the Association.
3. Maintenance and Improvements Committee: The Maintenance and

Improvements Committee endeavors to investigate, report on and make recommendations to the Board regarding issues concerning drainage, landscaping, maintenance, and improvements which should be taken to further the purpose and goals of the Association.

4. Communications Committee: The Communications Committee endeavors to promote open communication regarding matters of general interest to all Members through maintenance of the Association's website, mailings, and banners. The Communications Committee makes reports and recommendations to the Board regarding such activities and actions which should be taken to further the purpose and goals of the Association.

## X. ENFORCEMENT OF COVENANTS AND RESTRICTIONS AND RULES AND REGULATIONS

### A. REPORTING VIOLATIONS

1. Please remember that we are not only Members of the Association, but we are also all neighbors. The Board encourages Members to try to resolve small disputes with other Members prior to asking the Board to resolve the dispute, particularly if the dispute only affects the two Members, such as where a neighbor is playing music too loudly.
2. To report a violation of the Covenants and Restrictions or these Rules and Regulations, please send written notice of the violation to any Officer or Director of the Board. The Board reserves the right not to respond to notices that are not submitted in writing to the proper Association representatives via email (addresses are posted at [www.woodlandspoa.com](http://www.woodlandspoa.com)) or delivered to the Association's mailing address.

### B. ENFORCEMENT ACTIONS, INCLUDING FINES AND PENALTY ASSESSMENTS

1. Legal Action: The Association, acting through its Board and Officers, has authority over the subdivision, including the right, in its sole discretion, to enforce all Covenants and Restrictions and Rules and Regulations and to take legal action against any person in violation, including filing suit and/or placing a lien upon any lot.
2. Entry Upon Property: Every Member shall properly maintain his property in manner such that it does not become detrimental to the aesthetic scheme



of the subdivision or violate any of the Covenants and Restrictions, these Rules and Regulations or any Rules and Regulations promulgated by TWACC. In the event a Member fails to comply with this obligation, the Association may enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:

- (1) The Association shall, prior to entry on the property, give written notice to the Member by certified mail that failure of the owner to remedy the deficiencies complained of within five days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
  - (2) Such an entry upon the property shall not be deemed to be a trespass.
  - (3) The Association shall assess the property owner for the full costs of such work performed. The Association shall have the right to continue taking such actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.
3. Notice: Before taking any legal action against any Member or entering upon a Member's property, the Association will notify the Member and/or his Invited Guest that he is in violation of the Covenants and Restrictions, these Rules and Regulations, or any Rules or Regulations promulgated by TWACC. However, in such cases where a violation has a significant risk of liability or affect on the safety of any Common Property, any member of the Board, or any designee, may take immediate enforcement action without warning.
4. Penalty Assessments: The Association may issue a penalty assessment in an amount up to \$300.00 per violation for each month in which any violation occurs of the Covenants and Restrictions, these Rules and Regulations, or any Rules and Regulations promulgated by TWACC.
5. Mediation: If you have a dispute with a neighbor, such as over activities which you believe create a nuisance, you may request the Board mediate the dispute. Mediation is non-binding, but is encouraged to help neighbors resolve disputes in an amicable manner.

## XI. AUTHORIZED AGENTS OF THE ASSOCIATION

- A. Only Directors and Officers of the Association may enter into any agreement on behalf of, or otherwise bind, the Association, except that (a) Directors and Officers may authorize a person, such as a Member, lawyer, or contractor, to take some action on behalf of the Association and (b) decisions by TWACC which are not appealed to the Board may bind the Association.
- B. Members may not take any action on behalf of the Association without express authorization from a Director or Officer of the Board.

## XII. RESERVATION OF RIGHTS

- A. These Rules and Regulations are intended to supplement the Covenants and Restrictions and By-laws of the Association. The failure of these Rules and Regulations to repeat or address any provision contained therein is not intended to, and shall not in any manner, limit the right of the Association to enforce any Covenant and Restriction or to otherwise govern the use of property in the subdivision.
- B. Failure of the Association to enforce any provision of the Covenants and Restrictions, By-laws, these Rules and Regulations, and any Rules and Regulations promulgated by TWACC shall not operate as a waiver of any such provision.