

# **RESTON PLACE HOMEOWNERS ASSOCIATION**

## **TUSCALOOSA, AL 35406**

On behalf of the Reston Place Homeowners Association, I would like to take this opportunity to welcome you to Reston Place. We take great pride in our community and look forward to you becoming a welcome part of our neighborhood.

In your packet we have included copies of our Bylaws, Rules/Regulations and various other information you may find helpful. The Covenants can be read by going to Duckworth.com, then click on Association Tab, then click on Reston Place to view all our documents. <http://association.duckworth.com/restonplace/>

These have been developed over time by our residents and are meant to make Reston a better place. We encourage you to review and become familiar with their contents.

Our Association is pleased to have an onsite Resident Manager, Mr. Keith Kukla. Keith will be your initial contact for any services and/or maintenance issues. He has an office at Duckworth-Morris Realty and can be contacted at 205-632-6016 or 205-345-2251 (cell). Please feel free to contact him with any questions you may have.

We have a few of our homes that serve as rental properties. If you hear or see a home that has a new rental occupant, please let one of the Board members know or call Keith and let him know. We want to welcome them and let them know of the Rules governing Reston Place. This information is also very helpful in case of emergencies. So, if you're an owner and lease your property please add your tenant's information into appfolio with Duckworth so they can reach the tenant in case of an emergency.

Reston Place has a nine-member Board of Directors that generally meets monthly. They are on a staggered three year term. These are volunteer positions that are elected at our annual spring membership meeting. Please reach out to them with any concerns or recommendations you may have. The names of the active board can also be found on the Duckworth website under Reston Palace.

Again, we sincerely hope you enjoy being a part of Reston Place. We look forward to getting to know you and encourage you to get to know your neighbors. If not already, you will become aware that this is one of the most sought out communities in Tuscaloosa and we are glad you have become a part of Reston Place.

Sincerely,



Carol Hollyhand  
President, Reston Place HOA

Welcome to Reston Place:

At or before closing, the title company or your real estate agent should have provided you the Homeowners Association documents including the Rules and Regulations. If you did not receive this information you can visit [Duckworth.com](http://Duckworth.com) and find all the documents under the Reston Place tab.

Your monthly Homeowners Association fees are \$\_\_\_\_\_ / month and are due on the 1<sup>st</sup> of each month.

The annual maintenance assessment fee is \$\_\_\_\_\_ and is due on the 1<sup>st</sup> of May.

You have several options to pay your dues and the most convenient is through our online portal. Please contact our office to set up this account. Your email is needed to start the process (we are not provided an email from the title company). Once an email is provided, you will receive an invite from Appfolio (our property management software partner). You will have several payment options available to you through the portal. These include online payments from your checking account which can be done monthly or set up to automatically occur each month. We will deduct the amount due for your monthly association fees from your checking account around the 5<sup>th</sup> of each month. **Please note** that if your payment for the current month is not received by the 28<sup>th</sup> a 1.5% delinquent charge will appear on your account. Annual fees will be added to your online portal each May. You may also pay with a credit card but there is an additional processing fee for this. If you decide to mail your payment in the form of check or money order, please mail it to P.O. Box 1999, Tuscaloosa, AL 35403. Also note we do not accept cash payments. Also, If you prefer to have your mail sent to another mailing address, you will need to also provide this information to our office.

If you have any questions, please do not hesitate to contact us at 205-345-1810

Thank you

Reston Place HOA Management

## **Gutters**

The Association cleans gutters three times a year. Late spring, end of summer, and near the end of the year after all the leaves have fallen from the trees. The HOA cleans the gutters and the downspouts to the ground. If a ground drain is clogged the gutter cleaning crew will notify the HOA and that ground drain will be cleared and reopened. If your gutters become clogged again after the HOA has had them cleaned, it is then the homeowner's responsibility to have them re-cleaned and operating properly. You can contact Justin Parker 205-799-9360 to come to your home and clean them again. His charge for this work is very nominal. Keeping your gutters in good operating condition prevents water damage to the exterior and interior of your home.

## **PAINTING**

Painting of the homes is done every 5 years. Before painting the homes they are pressure washed and inspected for damaged woodwork. After repair of any damaged woodwork the home will then be painted. Two years after painting, the HOA will pressure wash the home again.

Any color changes that you might want done to the home trim, shutters and doors must be made with an architectural request thru the Architectural Control Committee. These requests must be made in writing and contain manufacture color samples and the specific areas that are to be changed. There is a charge by the painters to do a color change. After receiving the request the ACC will consider the request and either approve or disapprove it. The Board has the final decision to approve or disapprove.

Your home was painted on \_\_\_ / \_\_\_ / \_\_\_

Next painting will happen in 20\_\_\_\_.

Your home was pressure washed on \_\_\_ / \_\_\_ / \_\_\_

## **Home Improvements**

Any Structural improvements or changes must be approved by the ACC and The HOA Board. Requests must be made in writing including drawings, colors, materials etc. This includes landscaping front and rear yards. All contracted work must also include the contractor's information, and acknowledgment that all construction debris must be hauled away from the site.

Any questions you have can be answered by calling Keith Kukla 205.345.2251

## **Front Yard Maintenance**

Please find information on tress, sod etc. maintained by the HOA in the By-Laws found on the Duckworth.com site under Reston Place tab.

# RESOLUTION REGARDING FRONT YARD MAINTENANCE

January 25, 2018

## 1. Healthy Tree Removal

- A If a tree located in the front yard of a garden home in Reston Place is substantially free from disease, damage or disorder and the owner of the garden home and lot wherein the majority of that tree's trunk is located wishes to remove that tree and trunk for the purpose of facilitating grass growth on his or her lot, then it is the responsibility of said owner to pay for the removal of the tree and trunk and then restore the area and soil to a condition appropriate for sod installation. Once the area and soil are properly prepared for sod installation, then the Association will pay for the sod and sod installation and other appropriate landscaping.
- B If a tree is damaging an improvement within Reston Place that the Association is responsible for maintaining such as a walk or fence, then the Association shall pay for the tree to be limbed, or, if necessary to stop the damage, for the tree and trunk to be removed. If the tree and trunk must be removed to stop the damage to the improvement and the tree is not located in the private backyard of a garden home, then the Association will also pay for appropriate re-landscaping of the area.
- C If a tree is damaging an improvement within Reston Place that a lot owner is responsible for maintaining such as a garden home roof, then the owner of the lot wherein a majority of that tree's trunk is located shall pay for the tree to be limbed, or, if necessary to stop the damage, for the tree and trunk to be removed. If the tree and trunk must be removed to stop the damage to the improvement and the tree is not located in the private backyard of a garden home, then the Association will pay for the re-landscaping of the area.

## 2. Sodding

- A If a healthy tree prevents grass from growing on a lot due to lack of sunlight or otherwise, the Association will not replace sod under the tree; instead, other landscaping shall be used under the tree such as mulch, pea gravel, pavers, etc.
- B If a healthy tree prevents grass from growing on a lot due to lack of sunlight or otherwise, and the owner of that lot desires to re-sod the entire lot or a portion of the lot with the same type of grass, then he or she may do so at his or her own expense.

# **Reston Place**

## **Resolution for Fees/Fines Policy**

**Whereas, Article Five of the Reston Place Homeowners Association, Inc. Articles of Incorporation states:**

This Association does not contemplate pecuniary gain or profit to the members thereof; however, it is specifically empowered to:

1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Judge of Probate, Tuscaloosa County, Alabama, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set out at length; to fix, levy, collect and enforce by any lawful means payment of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

### **Determination of Infraction**

Any member of the Association or its Agents may notify the Board or its Agent of a potential violation. The President along with two other Board members will make a determination whether a potential violation has occurred.

### **Notification**

1. The Board or its Agent shall notify the homeowner of the alleged violation in writing and give a reasonable amount of time as determined by the Board to correct the violation. The notice shall state the nature of the violation, the expected corrective action, a timetable for which the violation must be corrected, and corrective measures available to the Association to remedy the situation.
2. If the Board determines that the violator has not corrected the violation in the time frame as previously determined, the Board or its Agent will send via certified mail a notice of infraction or violation to the offending homeowner. This notice shall state the nature of the violation, the expected corrective action, a timetable for which the violation must be corrected and corrective measures available to remedy the situation. This certified notice may also levy a fine if the infraction is not corrected in a timely manner. The Association shall provide at least fourteen days written notice of the impending fine and an opportunity for a hearing.

### **Fines**

Should a fine be imposed, the fine amount shall be \$100 (one hundred dollars) per incident unless the Board approves a lesser amount. A single fine may be levied or a fine may be levied on the basis of each day of a continuing violation. In no case will a fine exceed \$1,000 (one thousand dollars). Fines, once levied by the Board and affirmed by the Hearing Committee, if a hearing was requested, shall be immediately due.

Nonpayment after 30 days shall result in the filing of a judgment by the Association Attorney and shall include all Attorney and Court costs.

### **Hearing Process**

Should a fine be imposed, the offending party will be given an opportunity for hearing. If requested, the hearing will be scheduled giving at least a 14 (fourteen) day notice. The fine and related issues will be reviewed by the Hearing Committee which will be comprised of one Board member and two residents of Reston Place. The offending party is encouraged, but not required, to participate in the Hearing Process. Decisions of the Hearing Committee will be final.

This resolution was adopted by the majority of the Board at a duly called meeting held 2<sup>nd</sup> day of January, 2018.