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October 4, 2024

To: Willow Brook Homeowner

Re: Willow Brook Homeowners Association

Dear Homeowner:

I am working with the Willow Brook Homeowners Association (HOA) Board of Directors and am contacting you on its behalf. The Board of Directors has requested my help in addressing some ongoing violations of the Covenants, and the purpose of this letter is to provide all owners with a copy of the Covenants and to discuss their importance. The Board of Directors may also address specific issues with individual owners.

As a quick background, the Covenants were originally recorded in the 1990s, and have been amended several times. They were most recently amended and restated in 1998. South Dakota law provides that any recorded covenants are binding on the owner of a subject lot even if the owner was not provided a copy of them when the lot was purchased; the fact they were recorded publicly is deemed to be sufficient notice. Thus, every owner and every lot are obligated to comply with the Covenants.

The Covenants empower the HOA to enforce their provisions. The enforcement provisions of the Covenants are set forth in **Article IX**. Essentially, they provide that if any owner is in breach of the Covenants, the HOA has the right to give them a written notice of default, and the owner then has 15 days to correct the issue. If the owner does not correct the issue, the HOA has the right to remedy the issue and then assess the cost against the owner. The HOA also has the right to sue an owner for an injunction enforcing the Covenants.

The Board of Directors of course hope that a lawsuit will not become necessary and has asked me to point out some issues of concern so that all owners are aware of the issues:

1. Rentals. The Covenants allow a Willow Brook lot to be rented, but specifically provide that the owner of the lot is responsible to assure the tenant complies with the Covenants (**Article VIII D.**). The Board of Directors hopes all owners understand its frustration in attempting to address tenant breaches of the Covenants. Thus, this letter should serve as a notification that the Board of Directors will address any concerns or notices of Covenant breach directly to the lot owner, and it will be that owner's responsibility to see that the breach is

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remedied.

2. Yard Maintenance. **Article VIII F.(1)** requires uniformity in appearance, **Article VIII G.** bans the accumulation of garbage on a lot, and **Article VIII N.** generally prohibits any lot condition from becoming a nuisance to other owners. With that in mind, the Board of Directors has the following requirements:

- The groundskeeping company is out every week on the same days to complete its contracted services. Even in the winter, the yards need to be cleaned to accommodate such services. All yards need to be cleaned up and cleared of pet waste and other items (children's toys, pet toys, garbage) by Thursday morning of each week (subject to change at the beginning of each cutting season; if such dates change, the owner will be informed).

If there is pet waste present, the groundskeepers have been instructed not to work on that lot that week. If such a skip occurs, the homeowner will be notified and mowing, sprinkler maintenance, and related work will be the lot owner's responsibility for the week skipped. If a lot is skipped more than three times in any six-month period, the Board of Directors will take further action.

The Board of Directors will be renting a garbage container specifically for yard waste to help the community comply with these requirements. The container will be set in front of 33B Statesboro Drive from October 18, 2024, through November 1, 2024. Please feel free to use that container to throw away any yard waste; please do not use the container for anything other than yard waste. The container will be available in October, and the Board of Directors will leave notes on doors as well as update the website.

- All weeding and similar work needs to be addressed by the owner. Driveways, sidewalks, and landscaping beds in particular should be kept free of weeds.

- All trash and children's toys should be picked up in a timely manner and not allowed to remain in the yard, and the rules regarding children's play and sports (**Article VIII H.**) need to be followed.

3. Pets. **Article VIII E.** provides that pets not be allowed to be a source of annoyance or a nuisance to other owners. Every pet owner needs to make a concerted effort to correct barking dogs (such as using bark collars, or bringing barking dogs inside, etc.). Any excessive damage to lawns caused by pets will be the responsibility of the pet's owner; if necessary, the Board of Directors will perform the repair and the cost will be assessed against the owner's lot.

4. Parking. No parking is allowed on lawns (**Article VIII K.(3)**), which includes any portion of a vehicle or its tires. Any damage to a lawn caused by a vehicle parked thereon will be the responsible of the vehicle's owner; if necessary,

the Board of Directors will perform the repair and the cost will be assessed against the owner's lot. The Board of Directors is aware that parking is an issue and is working on some solutions. In the meantime, **Article VIII K.(3)** directs that on-street parking is restricted and all owners and their guests or tenants park in a garage or on a driveway.

5. Fences. Please be advised that maintenance and repair of wooden privacy fences is the owner's responsibility (they are not included in **Article IV A.**, which lists the HOA's maintenance responsibilities). Many of the wooden fences are in a state of disrepair and need to be brought back to a uniform standard: some may be fixed by simply pressure washing and repainting, but others need to fully be replaced. The Board of Directors is aware of the time it will take to fix some of the fences, so all owners will be allowed until **June 1, 2025**, to repair, paint, or replace the fences. If the fences have not been brought up to standards by June 1, 2025, the Board of Directors will hire a contractor to perform the work, the cost of which will be assessed against each affected lot.

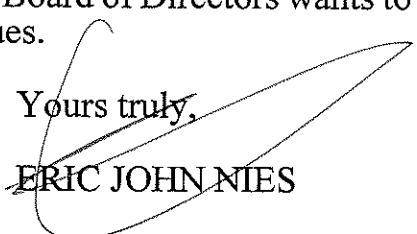
6. Exterior Maintenance. Regular maintenance on exteriors of the property (such as touching up paint, replacing light fixtures, and fix wear and tear; **Article VIII F. (1)**) is the owner's responsibility. Please assure all such maintenance is done. All owners will be allowed until **June 1, 2025**, to perform the needed repairs of the exteriors of their property. If the repairs have not been reasonably completed by June 1, 2025, the Board of Directors will hire a contractor to perform the work, the cost of which will be assessed against each affected lot.

As examples to follow as far as proper exterior maintenance is concerned, please look at Units 4B, 6A, 8B, 9B, 13A, 31A, 31B, and 33B. Also, please feel free to contact the Board of Directors by email or through the website if you need further clarification on any issue.

In closing, the Board of Directors wants the neighborhood to be something everyone can be proud of which has great curb appeal and property values. It hopes to have your support and help in doing so. The Board of Directors wants to promote a friendly environment in addressing these issues.

Thank you.

Yours truly,


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