

NCV HOA BOARD RESOLUTIONS

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## NORTH CAMPUS VILLAGE HOA BOARD RESOLUTION

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of North Campus Village Homeowners' Association, Inc. hereby adopts the following Board Resolution on October, 23, 2021:

### **MIU Verification Requirement**

To ensure compliance with NCV Covenant 9.1 (below) and to fulfill the goal of the University where we reside, the Board of Directors of North Campus Village passed a resolution requiring all new prospective homebuyers and/or tenants fill out and submit an MIU Verification form to verify that such prospective resident is or will be in compliance with NCV Covenant 9.1. at time of residency in North Campus Village.

All prospective NCV residents including prospective buyers and tenants, must be verified by MIU. All future NCV real estate transactions, including purchases or rentals, are pending MIU verification.

**NCV Covenant 9.1: Participation in MUM Programs.** *As an express condition of occupancy, each Occupant of a Lot, including the Owner if the Lot is occupied by the Owner, except during absences from the campus, must maintain a continuing status either as an MUM student, MUM faculty, MUM staff, or via enrollment in an educational program of MUM, including, but not limited to, Town Super Radiance and Creating Coherence courses (collectively the "MUM Programs"), or be eligible and qualified therefor but not participating for good cause such as physical disability. Members of the immediate family of any participant in one of the programs set forth above may occupy the Lot, provided such immediate family members occupy the Lot as members of the household of such participant. MUM reserves the right to remove or have removed any offending parties from occupancy of the Lot and MUM campus.*

## NORTH CAMPUS VILLAGE HOA BOARD RESOLUTION

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of North Campus Village Homeowners' Association Inc. hereby adopts the following Board Resolution on October, 23, 2021:

### **NCV Board Mediation/Arbitration Resolution**

North Campus Village was founded with the intention of fostering a harmonious, life-supporting Maharishi Vedic architecture community. As such, the North Campus Village NCV HOA Board of Directors is authorized and obligated under Covenant 6.8 (see below) to support the peace, harmony and enjoyment of members within NCV boundaries.

In accordance with this Covenant, and at the specific request of Maharishi International University, on July 10, 2021, the NCV Board of Directors unanimously adopted a Resolution requiring any disputes between Condominium Unit Owners/Members of the Association that cannot be formally or informally resolved by the Association, or by the parties informally, be settled via mediation. Should mediation fail to produce a resolution and settlement of the dispute, Condominium Unit Owner/Members shall be required to participate in binding arbitration.

#### **The Resolution states:**

Pursuant to the Covenants and ByLaws of the Association, if Members of the Association find that they disagree regarding the applicability of any Covenant to their situation, or that the action(s) or lack of action(s) of another Member or Members is/are objectionable, either party shall request that the Association take the matter under advisement. The Association shall have the right pursuant to said governing documents as well as any applicable policies and procedures to take any informal or formal action or actions to resolve the dispute as it deems appropriate under the circumstances.

In the event that any action(s) or inaction(s) by the Association does/do not resolve the matter then, unless such disagreement or dispute can be resolved between the parties informally, either party may request Board approval to serve on the other party a simple written notice that the matter shall proceed to mediation. The Board shall have complete discretion whether or not to approve service of such a notice. Upon receipt of such a notice the parties shall enter into a discussion to choose a mutually agreeable mediator who will handle the matter upon his or her being retained by the parties.

The parties to the mediation shall be responsible for all costs associated with said mediation.

The parties to the mediation shall have the right to inform the mediator prior to being retained that the mediator may be asked to advise the other party that a party who succeeds in establishing a violation of the Covenants may have the right to an arbitration award reimbursing any mediation and/or arbitration fees payable or paid by the successful party pursuant to Article IV, Section 1 of the ByLaws of the Association.

In the event that the parties cannot reach agreement and do not select a mediator within ten (10) days of the service of the simple written notice, then the Board of Directors shall have the right and obligation to select a mediator for the parties. In no event shall the selection of the mediator by the Board be deemed other than ministerial, nor shall such selection be deemed to involve the Board as a party to the dispute or to require any further action by the Board regarding the process of mediation.

In the event mediation does not result in a resolution and settlement of the dispute, the parties shall enter into a discussion to choose an arbitrator or arbitration company which conducts binding arbitration, and is recognized in the State of Iowa. The parties to the arbitration shall have the obligation to inform

the arbitrator and/ or arbitration company prior to entering any agreement with same that the arbitrator(s) shall have the right in his, her, or their discretion to award reimbursement of any mediation and/or arbitration fees payable or paid by a successful party pursuant to Article IV, Section 1 of the ByLaws of the Association. In the event that the parties cannot reach agreement and do not select an arbitrator or arbitration company within ten (10) days of the end of the mediation process, then the Board of Directors shall have the right and obligation to select an arbitrator or arbitration company for the parties. In no event shall such selection by the Board be deemed other than ministerial, nor shall such selection be deemed to involve the Board as a party to the dispute or to require any further action by the Board regarding the process of binding arbitration.

Regardless of the manner of selection of an arbitrator or arbitration company, the parties shall participate in the process of binding arbitration to its conclusion, and they shall abide by all of the rules and policies set forth by the arbitrator or arbitration company including, but not limited to, the policies regarding compensation.

In the event that a Member or Members fails to comply with their obligations to proceed with mediation or arbitration as set forth herein, said Member(s) shall: 1) be subject to an assessment/fine or continuing assessments/ fines in an amount or amounts to be determined at the sole discretion of the NCV Board and/or; 2) be bound by the determination of the Board if it chooses to resolve the dispute, and/or; 3) be deemed in violation of the restrictive Covenants and the ByLaws of the Association, entitling the Board to seek any and all remedies it has at law and in equity to enforce the terms and conditions of said governing documents.

It's the hope of the NCV Board that mediation/arbitration will not be needed within our community. However, should disputes arise which cannot be settled or

are not resolved by the Association, or by the parties informally, our desire is that they are resolved with a minimum of acrimony and upheaval. It's the goal of the NCV Board to mitigate disharmony as much as possible through this Resolution.

**NCV Covenant 6.8:**

*The discharge of firearms for any purposes – including target practice – and the hunting, trapping, fishing, capturing or killing of wildlife, fish or fowl within the Property is prohibited. Any activity that in the reasonable judgment of the Association is being undertaken with the intent or effect of compromising, interfering with, or undermining the peace, harmony and enjoyment of the Property by the Members shall be prohibited after notice by the Association.*

## NORTH CAMPUS VILLAGE HOA BOARD RESOLUTION

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of North Campus Village Homeowners' Association, Inc. hereby adopts the following Board Resolution on August 23, 2021:

### **HOA Dues Payment Terms and Late Payment Penalties**

Effective immediately, all NCV HOA Dues paid beyond 15 days of due date will incur a \$30 late payment charge. Thereafter a monthly late payment charge will be applied and accrued in the amount of \$30 per month, until dues are paid in full.

Any homeowner delinquent beyond 75 days will be turned over to a collection service. In addition to delinquent unpaid dues and accrued late charges and interest, homeowner will be responsible to pay all fees associated with the collection process (estimated at a minimum of \$250). The Board may also elect according to NCV Bylaws to place a lien on the property. As the Bylaws states: (b) costs of collection (including attorney's fees), shall constitute a lien on the interest of such Member in his/her Lot or the improvements thereon, or in his/her Condominium Unit and in his/her membership privileges in the Association.

Any homeowner who rents their property must remain current in their HOA Dues obligation as a precondition for the Board to consider approval for any new rental application. A stipulation to that effect will be included in the NCV HOA renter application/ agreement, stating that any Landlord within NCV who is delinquent in their dues (15 days past due) will automatically be denied approval for new renter, until dues are made current. Furthermore, as a condition in that renter application/agreement, if a Landlord is delinquent in their dues obligation, any existing renter will be directed to pay the monies due for rent to NCV HOA toward unpaid dues owed by the Landlord until the unpaid dues are made current.

Effective March 1, 2022, Annual HOA Dues will be required to be paid in a single full payment due no later than March 15th each year. Homeowners needing special consideration must contact the Board two weeks prior to HOA dues date, at which time a determination will be made by the Board. If no exception is granted, homeowner will be obliged to pay the dues in full and be liable for all previously cited penalty fees and consequences.

## NORTH CAMPUS VILLAGE HOA BOARD RESOLUTION

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of North Campus Village Homeowners' Association Inc. hereby adopts the following Board Resolution on August 2, 2021:

### **Prohibited Dog Breeds**

At the discretion of NCV HOA Board of Directors, the following dog breeds, which shall include any dog containing 50% or more of the genetics of breeds listed, deemed dangerous by the Insurance Alliance and prohibited from claim coverage by most major property insurance companies, are not permitted residence in North Campus Village:

1. Pit Bulls
2. Staffordshire Terriers
3. Doberman Pinschers
4. Chows
5. Rottweilers
6. Presa Canarios
7. German Shepherds
8. Great Danes
9. Akitas
10. Siberian Huskies
11. Alaskan Malamutes
12. Mastiffs
13. Wolf-hybrids

This list is not definitive, and may be amended at any time by the North Campus Village Board of Directors. The NCV Board of Directors may also, on a case-by-case basis, prohibit residency to any dog deemed dangerous and/or a nuisance for any reason.