

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.

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 June 14, 2020:

Policies and Procedures

The sole purpose of these policies is to ensure the peaceful, harmonious, and enjoyable nature of our village while acknowledging that each individual may have their own perspective and opinion about how to organize our community. In that light, the members of the Association have entrusted the Board of Directors with the profound obligation to tread gently in seeking to bring awareness to any individual whose behavior or actions fall outside of the covenants which bind us all together that, even if they have acted without the intent to cause concern, they have an opportunity to contribute to the harmony which we all seek.

In these policies and procedures, the words and phrases used shall have the meaning set forth in the Bylaws of the Association.

Procedures for the Enforcement of the Covenants

Section 1. Any modification or amendment to these procedures shall be approved by not less than three-quarters of the votes entitled to be cast at a meeting of the members of the Association.

Section 2. Upon becoming aware of a possible issue regarding actions or behaviors which are not in harmony with the covenants, the Board shall take such as action as it deems appropriate in its sole discretion to learn from the member or members involved the circumstances, reasons, and rationales for their behavior.

Section 3. After reasonably educating itself to the facts of the issue at hand, the Board shall vote by any means it deems appropriate as to whether the matter should proceed in accordance with these policies. The decision to proceed shall

require a simple majority vote of the Board. If the motion is approved, the results of the vote, including the recording of the number of votes in favor and against approval, shall be recorded in the minutes of the Board by the Secretary.

Section 4. Upon approval of the motion to proceed, the President shall appoint a director of the Board to inform the member or members involved about the vote to proceed and to ask for voluntary compliance with the Board's directives on the issue(s) involved.

Section 5. In the event that the individual or individuals involved fully comply with the Board's directives, the director appointed to contact said member(s) shall prepare a short report on the entire matter to be placed in the records of the Association, which report shall remain confidential and accessible only by the Secretary unless any member so involved repeats the actions or behavior addressed in the matter otherwise believed by the Board to be resolved, in which case the report shall be released to the entire Board.

Section 6. After reasonably educating itself to the facts of the issue at hand, the Board shall vote by any means it deems appropriate as to whether the matter should proceed in accordance with these policies. The decision to proceed shall require a simple majority vote of the Board. If the motion is approved, the results of the vote, including the recording of the number of votes in favor and against approval, shall be recorded in the minutes of the Board by the Secretary.

Section 7. Upon approval of the motion to proceed, the President shall appoint a director of the Board to inform the member or members involved about the vote to proceed and to ask for voluntary compliance with the Board's directives on the issue(s) involved.

Section 8. In the event that the individual or individuals involved fully comply with the Board's directives, the director appointed to contact said member(s) shall prepare a short report on the entire matter to be placed in the records of the

Association, which report shall remain confidential and accessible only by the Secretary unless any member so involved repeats the actions or behavior addressed in the matter otherwise believed by the Board to be resolved, in which case the report shall be released to the entire Board.

Section 9. In the event that the Member or Members involved fail to fully comply with the Board's directives, the director appointed pursuant to Section 7 herein shall seek to obtain full voluntary compliance with the member(s) which, if unsuccessful shall result in the delivery of a Gentle Reminder/Notice and cause the procedures set forth in Sections 10 and 11 herein to commence.

Section 10. In his or her sole discretion, the appointed director shall determine when voluntary compliance cannot be achieved and shall deliver by email a Gentle Reminder/Notice to the relevant Member(s) indicating that compliance is required by a date certain or a Notice of Fine will be issued via email or personal delivery which shall provide for a fine or fines pursuant to the schedule provided in Section 13 herein.

Section 11. Pursuant to these policies the Gentle Reminder/Notice shall include a short statement of the action or behavior required of the Member(s) and/or the activity which is contrary to the covenants, and the amount of the fine to be imposed if the actions or behaviors do not cease immediately.

Section 12. Nothing in this article shall prevent the Board from issuing a Gentle Reminder to any Member which seeks voluntary compliance with some directive of the Board which, in its reasonable judgment is activity which has the intent or effect of compromising, interfering with, or undermining the peace, harmony, and enjoyment of the Property by the Members. Any such reminder shall include a short statement of the action or behavior suggested, and shall provide a method for the Member to contact the Board if they feel the suggestion is made in error or is otherwise unreasonable.

Section 13. The Board shall have the power to impose fines in accordance with the schedule that follows. For a first instance of concern, the Board shall have the power in its sole discretion to impose a fine of at least Five Dollars (\$5.00) and no more than Twenty-five Dollars (\$25.00). If a Member fails to pay the fine imposed by the date on the Notice of Fine, there shall be an additional fine of Five Dollars (\$5.00). If the Member does not pay the fine imposed within 30 days of the date that the fine was due, there shall be an additional fine of Twenty-five Dollars (\$25.00). For a second incident of concern similar to that of the first instance the Board shall have the power in its sole discretion to impose a fine of at least Twenty-five Dollars (\$25.00) and no more than Seventy-five Dollars (\$75.00). If a Member fails to pay the fine imposed by the date on the Notice of Fine, there shall be an additional fine of Fifteen Dollars (\$15.00). If the Member does not pay the fine impose within 30 days of the date that the fine was due, there shall be an additional fine of Seventy-five Dollars (\$75.00). For a third incident of concern similar to that of the first two instances the Board shall have the power in its sole discretion to impose any fine it believes is reasonable under the circumstances up to a maximum of Five Hundred Dollars (\$500.00). The amount of this latter fine shall bear interest of one percent (1%) per month for every month that the fine remains unpaid beyond 30 days of the date that the fine was due.

Section 14. These policies and procedures are intended to apply only to the second sentence of paragraph 6.8 of the covenants and shall not prevent the Board from taking immediate action to enforce any Village rule, or other covenant or covenants duly executed and filed by the Association, or to immediately issue a fine that it deems appropriate in its sole discretion. Late payments of said fines shall be assessed in accordance with the time frames set forth in Section 13 and the provisions regarding a second incident of concern and the accrual of interest.

Section 15. Provided that a Member has paid any and all fines imposed by the Board in full, he or she shall have the right to appeal to the membership of the

Association at the next Annual Meeting by the submission of a one page written statement which shall be sent to the Board's email address at least 15 days before said meeting, and which shall not be sent to any Member in advance of the meeting. The statement shall include reasons why the person believes that he or she should not be required to pay the fine or fines, and a simple request for the change or changes to the fine which the Member seeks from the membership of the Association. If the Board grants the requested relief, the appeal shall be deemed completely resolved, and the affected Member shall not have the right to distribute said statement or to raise the issues at the Annual Meeting. If the Board denies the requested changes, the affected Member shall have the right to distribute his or her written statement to the Members either before or at the Annual Meeting, and the Board shall have the right before or at said Meeting to distribute its reasoning for refusing said appeal. The Member so appealing a fine or fines and the Board shall each have a maximum of two minutes to explain their position to the Members after which the Board shall call for a vote whether to grant or deny the appeal without further discussion. In the event that the vote is to deny the appeal, the matter shall be deemed closed. In the event that the vote is to grant the appeal, the Board shall call for a motion to determine the reduction in the amount of the fine or fines imposed, or the elimination of the fines. Any vote or motion in this section shall be approved by not less than two-thirds of the votes entitled to be cast at a meeting of the members of the Association. In the event that the appeal is granted and any fine or fine reduced or eliminated, the Board shall return the proper amount to the Member, without interest, within 10 business days after the Annual Meeting.

Section 16. All fines imposed shall be deemed an assessment pursuant to Section 5.4 of the Covenants.

Section 17. Nothing in these policies and procedures shall be deemed to modify, reduce, or eliminate the Association's rights to proceed at law or equity to enforce its covenants.

Adopted by a majority Homeowner vote at HOA Meeting June 14, 2020