

## **Sunrise Meadow Property Owners Association: Violation and Fine Policies**

### **1. Establishment of a Violation**

Any activity or condition continuing on any lot that is in direct opposition to the plat, declaration, Articles of Incorporation, bylaws, rules and regulations, and/or guidelines (hereinafter collectively referred to as the association's "governing documents"), which is not expressly authorized by the Board, is deemed a "violation" under this enforcement policy for all purposes.

### **2. Notice of Violation**

**a. Initial Notice.** Upon verification of the existence of a violation by the association, or management company (hereinafter "management") as agent of the association, an initial violation letter (hereinafter the "initial notice") will be sent to the property owner. The initial notice will inform the recipient as follows:

- (i) The nature, description, and location of the violation; and
- (ii) A request to remedy the violation; and
- (iii) If necessary, notice that work on any improvement must cease immediately and may not resume without express written approval from the Board.

**b. Second Notice of Violation.** If the property owner fails to remedy the violation or fails to submit plans and specifications for the offending improvement to the Board, or if the Board denied approval of the plans and specifications submitted, and the violation is continuing, management shall send a second notice of violation ten (10) days from the initial notice. The second notice of violation will inform the recipient as follows:

- (i) The nature, description, and location of the violation; and
- (ii) A request to remedy the violation; and
- (iii) If necessary, notice that work on any improvement must cease immediately and may not resume without express written approval from the Board; and
- (iv) Notice that if the violation is corrected or eliminated within ten (10) days from the delivery of the second notice of violation, no further action will be taken; and
- (v) **FAILURE TO REMEDY OR CEASE WORK ON ANY SUBJECT IMPROVEMENT WILL RESULT IN THE ASSOCIATION'S PURSUIT OF ONE OR MORE OF THE REMEDIES AVAILABLE TO IT UNDER THE DECLARATIONS OR THIS ENFORCEMENT POLICY.**

**c. Failure to Remedy.** Failure to (i) cease all work immediately upon receipt of the second notice of violation, or (ii) remedy the current violation within ten (10) days of the date of the second notice of violation, or sooner if specifically provided, shall constitute a continuing violation and result in one or more of the following: (a) a fine being levied by the Association against the

property owner, (b) correction of the offending improvement by the Association at the expense of the property owner, which may be recorded as a lien against the lot, or (c) any other remedy under law or at equity available to the Association, including but not limited to injunctive relief.

**d. Fine Structure.** At the Board's discretion, pursuant to the provisions of Paragraph 2, an initial fine may be imposed from \$10 to \$5,000 followed by fines imposed at the rate of \$10 to \$5,000 per occurrence, day, week, or month, pursuant to the Association's fine schedule.

**e. Hearing.** Included in the notice of fine will be an opportunity for the property owner to request a hearing by the appropriate committee or the Board prior to the levy of any fine. The notice of fine will allow the property owner ten (10) days to contact management, in writing, and request a hearing or issue a written dispute of the violation. If the property owner fails to contact management within ten (10) days of second notice of violation, the ability to contest the fine before any committee or the Board.

### **3. Notices**

a. Any notice required by this enforcement policy to be given, sent, delivered, or received in writing shall be deemed to have been given, sent, delivered, or received, as the case may be, the earlier to occur of the following:

- (i) When the notice is hand-delivered or posted at the property; or
- (ii) When the notice is placed into the care and custody of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the association.

b. Where the interests of the property owner have been handled by a representative or agent of the property owner, any notice or communication from the association or management pursuant to this enforcement policy will be deemed full and effective for all purposes if given to such representative or agent.

### **4. Corrective Action**

Pursuant to the allowances granted by the Declaration, when a violation is determined to exist and is referred to the Board, the property owner may undertake to cause the violation to be corrected, removed, or otherwise abated by qualified contractors if management, in its reasonable judgment, determines that the violation can be readily corrected, removed, or abated without undue expense or breach of the peace. Any cost incurred for removal of the violation will be payable by the property owner.

### **5. Cure of Violation during Enforcement**

A property owner may correct or eliminate a violation at any time during the pendency of any

procedure prescribed by this enforcement policy. Upon verification by management that the violation has been corrected or eliminated, the violation will be deemed no longer to exist and the notice of violation voided. The property owner will remain liable for all costs, fines, and attorney fees and costs under this enforcement policy, which said amounts, if not paid upon demand thereof by management, will be referred to the association for collection as an assessment pursuant to the Declaration.

**6. Fine Policy**

When a property owner (including any family member, resident, occupant, visitor, guest, agent, licensee, or tenant of the owner) violates the provisions set forth in the association’s governing documents, there shall be grounds for assessment of a monetary penalty/fines and the violating owner shall be deemed responsible for such violation(s) and the fine assessed.

If the violation continues past default, a fine or penalty may be assessed against the property owner and will be made due and payable if the violation continues to exist. The penalty shall be considered a personal liability of the property owner. The following schedule is the time frame a property owner has to cure the violation before the association may reassess the status of the violation:

**a. Scheduled time for Correction:**

<b>VIOLATION</b>	<b>TIME TO CURE BEFORE VIOLATION IS REASSESSED</b>	<b>FINE AMOUNT</b>
Initial Notice of Violation	Ten (10) days	Courtesy- No fine
Second Notice of Violation and thereafter	Ten (10) days	\$50.00 (Fifty Dollars)

- (i) In the event that the property owner fails to cure the violation and receives a third violation notice, in addition to the applicable fines, the Association may impose all costs and expenses associated with the Association enforcing the governing documents and curing the violation. This includes any reasonable and necessary attorney’s fees.
- (ii) **THE ASSOCIATION RESERVES ITS RIGHT TO ALTER TIME LINE AND FINE AMOUNT UNDER CIRCUMSTANCES THAT IT DETERMINES ARE JUST IN THE BOARD’S SOLE DISCRETION**
- (iii) **THE ASSOCIATION RESERVES ITS RIGHT TO REFER ANY VIOLATION TO ITS LEGAL COUNSEL AT ANY TIME**

**b. Repeat Violations.** If a violation should reoccur during a six (6) month period, the violation shall continue on the violation process where the last notice was given.

## **7. Collection**

Fines and penalties that are levied as stated above may be assessed against a property owner and may become due and payable within thirty (30) days after the fine is assessed after providing the property owner with notice and an opportunity to be heard. Failure to pay the fines and penalties may result in the following collection procedure:

- a. Interest accruing on the total balance owed at the rate of ten percent (10%) per annum;
- b. After the initial thirty (30) days, a demand letter sent to the owner via U.S. Mail or personally delivery to the property owner. The property owner will be provided ten (10) days in which to respond. The owner will be charged for the cost of this letter. If the owner fails to bring his balance current within the ten (10) days prescribed in the demand letter, the association may place the owner in collection and the association may proceed with the legal remedies available to it.
- c. The property owner will lose all voting rights until the balance is paid in full.
- d. Any and all costs associated with the collection of the past due fines and penalties, costs, attorney's fees, and other charges will be assessed against the property owner's lot. Legal counsel may initiate action seeking injunctive relief against the lot owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the association, including, but not limited to the collection of the past due fines assessed and other charges and attorney's fees incurred.