



SUBJECT: Creekside Fine Policy

12 May 2019

Effective: Sep 2019

The following guidelines for violation notification and assessment of fines has been developed by the Creekside Plantation Board of Directors in order to carry out its responsibility of upholding Creekside' HOA Codes, Covenants, & Restrictions [CC&Rs] in a fair and respectful manner toward homeowners. The management company, Sentry Management [Sentry], has a copy of this policy, so that implementation and enforcement will be consistent and cooperative with the HOA Board and the Architectural Review Committee.

SENTRY, in accordance with its contract with Creekside HOA, conducts a monthly and random inspection of the neighborhood and records a list of homes with suspected CC&R violations.

1st Notice - Friendly Reminder:

SENTRY is directed to mail this letter after a property is on two consecutive violation lists for the same offense.

1st Notice will contain:

1. The date that the property was inspected and found to be in violation.
2. The specific section of the CC&Rs that references the violation.
3. Request for correction of the violation.
4. Notice that if the violation has already been corrected or plans and specifications for a subject improvement have been submitted to the Sentry to disregard the notice.

{Example: A property was reported on the SENTRY list on January 1st and January 15th because the homeowner has neglected to edge the yard/sidewalk. The ARC inspects the property and determines that a CC&R violation exists. SENTRY is directed to send a First Notice of Violation to the homeowner.}

2nd Notice - Warning/Notice of Possible Fine:

If the lot owner fails to remedy the violation or fails to submit plans and specifications for the offending improvement to the architectural review committee or if the architectural review committee has denied approval of the plans and specifications submitted, and



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the violation is continuing, no earlier than ten (10) days from the initial notice (unless specifically provided for in the association's governing documents).

SENTRY is directed to mail this letter after a homeowner has been sent a 1st Notice of Violation and the property appears on a third SENTRY inspection list for the same offense.

(Note: even if the violation is corrected after the 2nd notice, the homeowner will be subject to additional fines if the same violation is repeated within a time period of 90 days of the 1st Notice letter.)

2nd Notice will contain:

1. Date(s) that the property was inspected and found to be in violation.
2. The specific section of the CC&Rs that references the violation.

Due date for correction of the violation (approximately 10 days from receipt of 2nd Notice) and warning that a fine of will be assessed thereafter.

Explanation that receipt of the 1st Notice serves as the start of a 90 day probationary period for that violation on that property. If the homeowner is cited for the same violation within the probationary period, they will not receive another 1st Notice; they will receive a 2nd Notice and additional fines.

Due date for HOA intervention (approximately 14 days from receipt of 2nd Notice) and right to correct the violation- reference to CC&Rs.

{Example: The homeowner does not edge the property after the 1st Notice. A 2nd Notice is sent and the homeowner corrects the violation and incurs a fine. Three weeks later the property is reported on the SENTRY list AGAIN for neglect of edging the yard/ sidewalk. The homeowner is sent a Warning Notice to correct the violation and pay an additional fine.}

HOA Rights / Remedy for Uncorrected Violations:

Pursuant to allowances granted by the declaration, where a violation is determined to exist and referred to the board of directors of the association, pursuant to any provision of this enforcement policy, management, with the approval of the majority of the board of directors of the association, may undertake to cause the violation to be corrected,



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removed or otherwise abated by qualified contractors if management, in its reasonable judgment, determines the violation may be readily corrected, removed or abated without undue expense and without breach of peace. Where management decides to initiate any action by qualified contractors, the following will apply:

- a. Management must give the lot owner and any third party directly affected by the proposed action prior written notice of undertaking of the action. The foregoing notice may be given at any time.
- b. Cost incurred in correcting or eliminating the violation will be referred to the association to be recovered from the lot owner as an assessment as set forth in the declaration.
- c. The association, and its agents and contractors, will not be liable to the lot owner or any third party for any damage or costs alleged to arise by virtue of action taken under this Paragraph 3 where the association and its agents have acted reasonably and in conformity with this enforcement policy.

****The Board of Directors has the authority to use their discretion to shorten the timeline given to correct gross violations which require immediate attention. The BOD may also exercise this authority to make exceptions or grant extensions for correction due to extenuating circumstances for a reasonable amount of time.**

Referral to legal counsel.

Where a violation is determined to exist and is referred to the board of directors of the association pursuant to any of the provisions of this enforcement policy and where management deems it to be in the best interests of the association, the Board may, at any time during the enforcement process, refer the violation to legal counsel for 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.

Cure of violation during enforcement.

A lot 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



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exist and the notice of violation voided. The lot 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.

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.

Fine Policy

When an 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 (i.e., plat map, CC&Rs, articles of incorporation, bylaws and/or rules and regulations), 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 owner and will be made due and payable if the violation continues to exist. The penalty shall be considered a personal liability of the owner. The following schedule is the time frame an owner has to cure his/her/their/its violation before the association may reassess the status of the violation:

a. Scheduled Time for Correction

VIOLATION	TIME TO CURE BEFORE VIOLATION IS REASSESSED	FINE AMOUNT
Initial notice of violation	Ten (10) days- thirty (30) days*	Courtesy – No fine*
Second notice of violation	Ten (10) days- thirty (30) days*	Courtesy – No fine*
Third notice of violation	Ten (10) days- thirty (30) days*	\$50.00*
Fourth and subsequent notice of violation, which may be assessed without further notice until the violation is cured	Ten (10) days- thirty (30) days*	\$100.00*



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Collection

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

1. Interest accruing on the total balance owed at the rate of ten (10%) percent per violation; Not to exceed \$1000 per any one violation.
2. Owner access to community assets (Pool, Gym, and Community Room) will be suspended upon meeting or exceeding total balance for the following thresholds.
 - a. Townhomes: \$300
 - b. Single-family homes: \$500

* These thresholds shall match and mimic the thresholds set forth for the any unpaid dues with in the Creekside community.

3. After the initial 30 days, a demand letter sent to the owner via U.S. Mail or personally delivery to the owner. The owner will be provided 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 10 days prescribed in the demand letter, the association may place the owner in collections and the association may proceed with the legal remedies available to it.

The owner will lose all voting rights and community property access (Pool, Gym, and community room) until the balance is paid in full. 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 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 fees incurred.