

**SPRING MILLS SUBDIVISION UNIT OWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2017-02**

**VIOLATION ENFORCEMENT PROCEDURES**

**WHEREAS**, Article III, Section 17 (f) of the Spring Mills Subdivision Unit Owners Association, Inc., (“Association”) Bylaws, the Association’s Board of Directors (Board) has the authority to make and amend rules and regulations;

**WHEREAS**, Article IX, Section 3 of the Declaration of Covenants, Conditions, and Restrictions (CCRs), provides specific authority to the Association’s Board of Directors to make and enforce reasonable rules and regulations, as well as to impose reasonable monetary fines;

**WHEREAS**, the Board deems it necessary, prudent and in the best interest of the Association to adopt enforcement procedures for issues of non-compliance;

**THEREFORE, IT IS RESOLVED** that the Board of Directors hereby adopts this Resolution for Violation Enforcement Procedures, which supersede and replace in their entirety any previously adopted rules and regulations that address the same subject matters as addressed herein.

1. All property violations shall be categorized as follows:
  - a. **Architectural** violations requiring corrective action.
  - b. **Incidental/temporary** violations requiring correction or immediate abatement, i.e. trash cans, pet, maintenance, and vehicle violations.
  - c. **Chronic** violations of a continuing nature, i.e., unabated and repeated violations.
2. As authorized under Article III, Section 18 of the Bylaws, the Association may employ a professional management agent and authorize that agent to enforce CCRs and Association governing documents on its behalf as defined in the management agreement. The management agent shall conduct routine periodic inspections throughout the property and record violations and/or confirm reports of violations from other residents. For complaints that cannot be verified by the managing agent (certain pet violations, noise complaints, etc.), the reporting resident must provide a written notification of the alleged violation.
3. Upon documentation of a property violation, the management agent will issue a series of warning letters, the first of which will be mailed via first class mail to the unit owner at the address of record with the Association. If the unit owner is a non-resident, a copy of the violation notice shall also be mailed to the tenant at the unit address.

4. Should the violation persist uncorrected, the unit owner will be mailed via first class mail and certified mail, a written “cease and desist” notice, stating the alleged violation and the action(s) and time frame required to correct or abate the violation. The written “cease and desist” letter shall state the following:
  - a. The nature of the alleged violation,
  - b. The proposed sanction to be imposed,
  - c. A period of not less than ten (10) days within which the alleged violator may present a written request for a hearing before the Board of Directors,
  - d. A statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is initiated within ten (10) days of the notice. If a timely challenge is not made and the violation remains unabated, the sanction stated in the notice shall be imposed.
5. If a hearing is requested in a timely manner, the hearing shall be held in accordance with Article III, Section 22 (b) of the CCRs, with an appeal provision as stated in Article III, Section 22(c) of the CCRs.
6. In any instance where a violation presents a health or safety hazard, the Association may take immediate action or abbreviated notification to correct the violation. Alternatively, the Association, upon a reasonable and timely request from a Member, is granted the authority to extend deadlines identified in any notification.
7. If sanctions are imposed, such amount(s) shall be set as follows:
  - a. **\$25.00** for the initial sanction.
  - b. If violation persists or recurs, after seven (7) days the sanction shall be **\$25.00** per day, per violation, until the violation is abated.

The maximum fine shall not exceed **\$900.00** per calendar year per violation, plus any/all actual and/or legal costs should legal action be necessary to enforce these procedures.

8. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association rules. Such Special Assessment may become a lien upon the Unit, and such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.
9. The Association may elect to enforce any provisions of the Declaration, Bylaws, or any rules and regulations of the Association by “self-help” (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or

by suit at law or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupants responsible for the violation of which abatement is sought shall pay all costs associated with abatement, including reasonable attorney's fees actually incurred.

10. The failure of the Association to enforce any provision of the Declaration, Bylaws, or any rules or regulations shall not be deemed a waiver of the right of the Association to do so thereafter.
11. Decisions of the Association, Board of Directors, and Managing Agent will be made on a case by case basis upon uniform standards, and appropriate action will be taken in accordance with the above mentioned procedures.

Under the provision for the Association's adopting additional restrictions, the Association has **ADOPTED** these definitions and restrictions on **November 21, 2017**, to become effective **January 1, 2018**.



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President



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Secretary