

RESOLUTION OF THE BOARD OF DIRECTORS
OF
PUCKETTS MANOR COMMUNITY ASSOCIATION INC.

WHEREAS, Article 7, Section 7.1 of the Declaration of Protective Covenants, Conditions Restrictions and Easements for Puckett's Manor ("Declaration") grants Puckett's Manor Community Association, Inc. ("Association"), acting through its Board of Directors ("Board"), the power to promulgate rules and regulations relating to the operation of the Association; and

WHEREAS, according to Article 18, Section 18.1 of the Declaration, every Owner and Occupant must comply with the Declaration, the Bylaws of Puckett's Manor Community Association ("Bylaws"), and rules and regulations of the Association; and

WHEREAS, Article 18, Section 18.2 of the Declaration further grants the Association the authority to impose reasonable fines which shall constitute a lien upon the Owner's Lot and pursue other enforcement remedies for violations of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto; and

WHEREAS, the Board has deemed it to be in the best interests of the community to adopt a uniform Fining Policy regulating such enforcement to facilitate the efficient operation of the Association; and

NOW, THEREFORE, the Board of Directors of The Puckett's Manor Community Association, hereby sets forth and adopts the following Fining Policy ("Policy") for violations of the Declaration, Bylaws, and any rules and regulations adopted pursuant thereto:

1. VIOLATION PROCESS

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or the rules and regulations adopted pursuant thereto, shall constitute a violation under this Policy for all purposes.

2. First Notice of Violation. Upon observing a violation, the Board or its Agent shall forward to the Owner of the Lot written notice of the violation. Such notice shall include: (A) the nature, description and location of the violation; (B) the proposed sanction to be imposed, including the amount of any fine; (C) the time period, which shall not be less than ten (10) days from the postmarked date of the First Notice, to correct or eliminate the violation.

3. Second Notice of Violation. If the violation is not corrected or eliminated within the time period specified in the First Notice, the Association will send the Owner of the Lot a second written notice of the violation.

4. Final Notice of Violation. A final notice of the violation and the sanction to be imposed, including the amount of any fine, will be sent by the Association to the Owner if the violation has not been corrected or eliminated within the time period specified in the Second Notice. The Final Notice shall identify the violation and sanctions(s) being imposed and shall indicate that the sanction(s) may be effective or commence upon the sending of the Final Notice

or at a specified date without further notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s).

5. Request for Hearing. If the owner challenges the violation and proposed sanction by timely requesting a hearing, the Board shall schedule and hold in executive session a hearing allowing the Owner a reasonable opportunity to be heard. The notice requirement shall be deemed adequate if the Owner appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its managing agent. Failure to request a hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

6. Referral to Legal Counsel. Where a violation is determined to exist and where the Board deems it in the best interests of the Association to refer the violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, but is not limited to, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the violation.

11. FINING SCHEDULE

1. Fines. Subject to the provisions of this Policy, the imposition of fines will be on the following basis:

- a. Continuing Violations. Violations that are continuing in nature shall result in a fine of \$25.00 per day beginning on the date of the Final Notice sent to the Owner. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.
- b. One-Time Violations. Violations that are not continuing in nature shall result in a fine in an amount to be determined by the Board. This fine shall not be less than \$50.00 and shall not be more than \$500.00, unless the nature and circumstances of the violation warrant a fine greater than \$500.00 which shall be determined at the Board's discretion.

The Board shall have final discretion in determining the appropriate fine for any violation in question. The imposition of fines will be in addition to and not exclusive of any other rights, remedies, and recoveries of the Association as created by the Declaration, Bylaws, or this Policy. Fines shall become the personal obligation of the Owner and, if unpaid, shall constitute a lien against the Owner's Lot in favor of the Association.

2. Notices. Unless otherwise provided in this Policy or required by governing documents, all notices required shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular first-class mail to the Owner at the address listed in the Association's records and/or to the address of the Lot of the owner.


3. Cure of Violation During Enforcement. An Owner may correct or eliminate a violation at any time during the procedure set forth in this Policy. Upon verification by written report to the Board

and sent, where appropriate, to the Board that the violation has been corrected or eliminated the violation will be deemed to no longer exist. The Owner will remain liable for all costs and fines under this Policy which will be assessed against the Owner's account and if not paid on demand, will be referred to the Board for collection.

4. Definitions. The definitions contained in the Declaration and Bylaws are incorporated herein by reference.

Nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Unit. The failure of the Board to enforce any provision of the Declaration, Bylaws, or Association rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. In any enforcement action taken by the Association under this Policy, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws, or Association rules and regulations, may be assessed against the violating Owner and/or Occupant.

RESOLVED AND ADOPTED by the Board of Directors of Pucketts Manor Community Association, Inc. this day of 13th DAY OF FEBRUARY, 2018.



PUCKETTS MANOR COMMUNITY ASSOCIATION SECRETARY

PUCKETTS MANOR COMMUNITY ASSOCIATION, INC.