



CROSSGATES SOUTH HOMEOWNERS ASSOCIATION
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**WARNING AND FINE POLICY FOR
THE CROSSGATES SOUTH HOMEOWNER'S ASSOCIATION
ADOPTED SEPTEMBER 17, 2008
EFFECTIVE NOVEMBER 1, 2008**

A. Original Warning

1. When an Owner violates any portion of the Declaration or any of the Rules and Regulations, the Association will send the Owner a Notice of Violation Letter. The Notice of Violation Letter may be mailed or placed on the Owner's door and shall be deemed delivered two (2) days after the date of mailing or on the date of its placement on the Owner's door. The Notice of Violation Letter shall (a) inform the Owner of the violation(s) of the Declaration and/or any Rule and Regulation, (b) notify the Owner of the fine to be assessed by the Association Board, and (c) notify the Owner that the Owner has the right to request a meeting in writing with the Association Board to challenge the Notice of Violation or the fine to be assessed. The written request for a meeting must be received by the Association Board within ten (10) days of the date that the Notice of Violation Letter is deemed to be delivered to Owner. The meeting shall be set by the Association Board at a date, time and location established by the Association Board.
2. For any ongoing violation (such as failing to maintain the yard, making changes to the structure or grounds without prior Architectural approval, failing to maintain the exterior of a Dwelling, having an unpermitted structure in the yard, keeping more than the permitted number of pets, etc.), the Owner will have ten (10) days to correct the violation. If the Owner correct the violation within ten (10) days, no fine will be assessed for the violation, provided however the Owner does not commit the same or another ongoing violation within twelve (12) months of the date of Notice of Violation.
3. For any violation that is a single occurrence (such as a parking violation, creating a disturbance with noise, smoke, light or other reason, failing to curb a pet, etc.) the Owner will receive a Notice of Violation Letter that a repeat of the action in the next twelve (12) months will result in a fine if the violation identified in the first of successive violation letters is established. The first violation shall be considered established after the Owner meets with the Association Board and the Association Board finds a violation has occurred or if the Owner fails to request a meeting in accordance with Section A.4. within ten (10) days of the deemed delivery of the Notice of Violation Letter.
4. In the event of either an ongoing or single violation, the Owner shall have the right, within ten (10) days of the delivery of the Notice of Violation Letter, to request a meeting with the Association Board to contest the Notice of Violation Letter. Until such meeting occurs or upon the expiration of ten (10) days (if no meeting is requested), as the case may be, no fine shall be imposed or violation established. A violation shall be deemed to be established if

either the Association Board upholds the Notice of Violation Letter at the requested meeting or no meeting is requested within the ten (10) day time line.

B. Notice of Violation Letter and Fine

1. If an Owner fails to correct an ongoing violation, and the violation is established in accordance with Section A.4. above, a fine will be assessed. A fine will also be automatically assessed regardless of whether the then ongoing violation is corrected if the same or another ongoing violation has been established within twelve (12) months of the then current Notice of Violation Letter.
2. If the Owner commits another single occurrence violation of the same type within twelve (12) months after the first violation was established, a fine will be assessed.

C. Fines

1. Fines for the violation of Crossgates South Homeowner's Association Declaration, Rules or Regulations will begin to accrue after ten (10) days from the delivery of the Notice of Violation Letter (if no meeting is requested), or after the meeting with the Association Board, whichever is later.
2. For any continuing violation not corrected within ten days or for which a fine is automatically imposed, the fines will be as follows:
 - a. After ten (10) days or after the meeting with the Association Board, the fine will be \$50.
 - b. Ten (10) days after the date of the first fine, an additional fine of \$100 will be assessed if the continued violation is not corrected.
 - c. Ten (10) days after the date of the second fine, and every ten (10) days thereafter, an additional fine of \$300 will be assessed if the continued violation is not corrected.
3. For any single occurrence violation, fines will be as follows:
 - a. The first occurrence of the same violation within twelve (12) months of a Notice of Violation Letter which was established will be \$50.
 - b. The second occurrence of the same violation within twelve (12) months of the first occurrence will be \$100.
 - c. The third and any subsequent occurrence of the same violation within twelve (12) months of the second occurrence will result in a fine of \$300.
 - d. Until twelve (12) months pass between violations, each new occurrence will result in a fine and the violation shall be considered a subsequent occurrence

which imposes the highest or maximum fine amount which can be imposed based on the previous violation.

4. The Association Board will change the amount of fines from time to time, to give reasonable amounts for the enforcement of the Declaration, Rules and Regulations.
5. The Association Board shall have the right, but not the obligation, to bring a court action at any time to collect any and all amounts owed for violation of this policy, as well as for reasonable attorneys fees for and the cost of the collection.

D. Fines as Liens against Dwelling

1. All fines will be assessed against the Dwelling. They become a lien on a Dwelling, just like assessments and monthly maintenance fees.
2. All fines will accrue interest at the rate of 15% a year, or the maximum allowed by law, if not paid within ten (10) days of the date of the assessment of the fine.
3. The costs of collecting fines, including court costs and attorneys= fees, will be assessed against the Owner in the same manner as assessment and monthly maintenance fees.
4. Payments from the Owner will be applied in the following order, regardless of any dispute or notation or instructions placed on the payment: Interest, late fees, costs of collection including attorneys= fees, and then to the fine.
5. An Owner, if a fine is imposed, will concurrently have his/her voting rights suspended until such time as they are current with the payment of their fines and/or their costs.
6. A fine under this policy may be imposed concurrently with any fine imposed by any other Crossgates Association having such authority.

E. Association Board Discretion

1. The Association Board may decide to waive a fine for a violation for a good cause.
2. Any waiver of a fine in one circumstance does not preclude the Association Board from enforcing a Rule or Regulation or imposing a fine in the future.
3. Because the enforcement of the Rules and Regulations is the responsibility of the Association Board and in the best interests of the Community as a whole, an Association Board member will not have a conflict of interest if he or she may benefit from the decision being made or if the Association Board member discovered the violation; however, an Association Board Member shall, in their sole and absolute discretion, have a right of refusal.