

Brookstone Townhomes Owners Association

The Board of Directors ("Board") of the Brookstone Townhomes Owners Association ("Association") resolves as follows:

Resolution 2017-8 Enforcement, Notice, Violation and Fine policies.

1. Establishment of a Violation.

Any activity or condition on any Unit that is in direct opposition to the plat, declaration, articles of incorporation, bylaws, rules and regulations ("Association's Governing Documents"), which is not expressly authorized by the Board, is deemed a violation under this enforcement policy for all purposes. The Unit Owner shall be responsible for any violation of the Association's Governing Documents by the Unit Owner, family members, guests and tenants of the Unit.

2. Procedure for Addressing Violations.

- a. Upon discovery of a violation the Unit Owner will be sent a courtesy notice detailing the nature of the violation and stating a reasonable time frame for completion, and stating the fines, penalties and other actions that may result if the violation is not cured.
- b. Unit Owner will receive a second and final notice for non-compliance after the initial time frame for compliances lapses.
- c. Unit Owner will receive a notice of hearing before the Board to be scheduled not less than 14 days in advance to be given an opportunity to dispute or appeal the fine. At the hearing, the Board will set forth the evidence of the violation, the fines, penalties and other actions proposed to be imposed, and other relevant information concerning the situation. The Unit Owner will be given a reasonable opportunity to address the Board concerning the existence of the violation, steps taken to remedy the violation, the need (if any) for additional time, and the appropriateness of the fines, penalties and other actions proposed by the Board.
- d. Except for any grace period granted by the Board at the hearing, which shall not exceed 30 days, any fine will be due and payable immediately additional collection and/or legal action will be commenced.

3. Corrective Action.

Pursuant to allowances granted by the governing documents, where a violation is determined to exist and referred to the Board of Directors of the Association, and pursuant to any provision of this enforcement policy, the Board may undertake or cause to be undertaken, action to correct, remove or otherwise abate the violation including the use of qualified contractors should the Board, in its sole discretion, determine the violation may be readily corrected,

removed or abated without undue expense and without breach of peace. Where the Board decides to initiate any action by qualified contractors, the following will apply:

- a. Written notice must be given to the Unit Owner and any third parties directly affected by the proposed action prior to undertaking the work.
- b. All costs incurred in correcting or eliminating the violation will be assessed against the Unit Owner as set forth in the declaration.
- c. The Association and its agents and contractors shall not be liable to the Unit Owner or any third party for any damage or costs arising by virtue of the action taken where the Association and its agents have acted reasonably and in conformity with this enforcement policy.

4. Referral to legal counsel.

The Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Unit Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association.

5. Notices.

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

- a. When the notice is hand-delivered or posted to the property;
- b. When the notice is placed in the care and custody of the USPS, postage prepaid and addressed to the Unit Owner at his/her last known address according to the Association's records; or
- c. When the notice is emailed to the Unit Owner at his/her last known email address according to the Association's records.

In the event the Unit Owner has designated a representative or agent to act on his/her behalf and has notified the Association of such designation, any notice or communication pursuant to this enforcement policy will be deemed full and effective for all purposes if given to such representative or agent.

6. Cure of violation during enforcement.

The Unit Owner may correct or eliminate the violation at any time during the pendency of any procedure described in this enforcement policy. Upon verification by the Association or management company that the violation has been corrected or eliminated, the violation will be deemed to no longer exist

and the notice of violation voided. The Unit Owner will remain liable for all costs, fines, assessments and attorney fees under this enforcement policy, which said amounts, if not paid upon demand, may become a lien against the property.

If a violation should reoccur within six (6) months of the initial notice, the violation shall continue on the violation process where the last notice was given.

7. Fine Policy

When a Unit Owner, including any family member, resident, occupant, visitor, guest, agent, licensee or tenant, 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(s) assessed.

If the violation continues past default, a fine or penalty may be assessed against the Unit Owner and will be due and payable if the violation continues to exist. The penalty shall be considered a personal liability of the Unit Owner. The following schedule is the time frame to cure a violation before the Association may assess a fine:

VIOLATION	FINE AMOUNT
Initial notice of violation	Courtesy-No fine*
Second notice of violation	\$50.00*
Third notice of violation	\$100.00*
Fourth and subsequent notice of violation, which may be assessed without further notice until the violation is cured	\$150.00*
*The Association reserves the right to alter or amend the time line and fine amounts at its sole discretion.	

8. Other Authorized Charges.

The Board has established the following charges:

Convenience Fee for payments made by Paypal: \$3 per transaction

Collection. Fines and penalties that are levied as stated above may be assessed against a Unit Owner and due and payable pursuant to the Collection Policy approved by the Association.

SECRETARY'S CERTIFICATION:

The undersigned Secretary of Brookstone Townhomes Owners Association certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on December 1, 2017.



By: Secretary