

# **Violations and Fee Structure for Carter Ranch Homeowner's Association**

**Updated September 30, 2020- Effective November 1, 2020**

## **First Notice**

An initial notice (first notice) will be sent to the owner of the property outlining the violation. It is the responsibility of the homeowner to ensure violations are corrected by tenants. Even if the responsibility may be the tenant's, the fines are the homeowner's responsibility. The owner will be given 30 calendar days from the date of the letter to bring the violation into compliance. The first notice is a courtesy letter that shall also serve as a warning that if the violation is not cured within 30 calendar days from the date of the letter, an Initial Monetary Penalty (IMP) shall be assessed, which is comprised of a \$75.00 fine plus a certified mailing fee of \$15 dollars. The courtesy/intent letter is sent by U.S. Mail only.

## **Second Notice and Assessment of Initial Monetary Penalty**

A second notice will be sent if the homeowner has not complied with the first notice, or if the violation has returned. The second notice will inform the owner that an IMP has been assessed, which is \$75.00 plus a certified mailing fee of \$15 dollars. The second notice shall also include a warning that if the violation is not cured within 30 calendar days from the date of the letter, a Second Monetary Penalty (SMP) shall be assessed, which is comprised of an additional \$75.00 fine plus a certified mailing fee of \$15 dollars.

## **Third Notice and Assessment of Second Monetary Penalty**

A third notice will be sent if the owner has not complied with the second notice, or if the violation has returned. The third notice will inform the owner that a SMP fee has been assessed, which is comprised of an additional \$75.00 fee plus a certified mailing fee of \$15 dollars. The third notice shall also include a warning that if the violation is not cured within 30 calendar days from the date of the letter, an Additional Monetary Penalty (AMP) shall be assessed, which is comprised of an additional \$75.00 fine plus a certified mailing fee of \$15 dollars.

### **Additional Monetary Penalty**

Each monthly compliance tour thereafter, in which a violation continues without correction will be assessed an additional \$75.00 fine as well as the cost of certified mailing of \$15.00. If the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

### **Certified Mailing Fee**

In addition to the monetary penalties there will be a \$15 dollar certified mailing fee assessed per violation notice containing a fine. Should a period of time of at least 180 calendar days lapse between violation letters of the same offense, the next letter will be a first notice again.

### **Exception to Notice Procedure**

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other owners, may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure

or tree blocking the road or drivers' lines of vision, parking across sidewalks, parking at corners of the block, etc.

### **Right of Self-Help**

The Association has the right (but not the obligation) to enter the owner's property, or to hire a business, to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association or a hired business, and any of its agents is not an actionable trespass. The Association will assess the homeowner for the costs of all maintenance and repairs performed by the Association or a business hired by the Association.

If a violation is repeated within 180 days, the violation fee shall be assessed at the next level in the fee structure provided within this document.

### **Right to Appeal:**

- A homeowner may provide the Association with a written response contesting the notice, or notices (if multiple are sent) of violation(s) by sending the Association a letter detailing their appeal within 21 days after the notice of violation has been dated. The association shall respond to the homeowner within 10 business days thereafter.
- A homeowner contesting a violation that has been imposed may request a hearing with the Association's Board of Directors on a date set by the Association's Board of Directors and/or during a Board's executive meeting unless the home owner requests to meet with the board during an open meeting.

- Following the appeal meeting, the Association's Board of Directors shall render a decision and notify the homeowner of this decision within 10 business days.
- All decisions reached by the Association's Board of Directors are final and may not be further appealed.
- If an appeal is denied to the homeowner, then the homeowner will be required to correct the violation(s) within 10 days of the Association's Board of Directors decision. If the violation continues to exist after 10 days, then the violation will be treated as a continuing violation and the homeowner will continue to receive subsequent violation notices with an accompanying fine or fines, in accordance with the attached fine schedule. The association may also proceed with any other legal rights and remedies and any legal fees created by the association's legal representative shall be paid by the homeowner should a decision be made in favor of the Homeowner's Association.

**Additional Legal Remedies:**

- The board shall suspend the homeowner's voting rights on association business should the violation not be cured within 30 days of the receipt of a notice of violation(s). The suspension of voting rights on HOA business shall be maintained until such time as the violation has been corrected and verified.
- All violation reports shall be recorded and maintained by the property management company.
- Legal fees that are accumulated due to the association attempting to have homeowner(s) come into compliance shall be paid by the homeowner.

- Any payments due to a hired business to have the homeowner come into compliance shall be paid by the homeowner.

**Exceptions:**

We all have life events that may present un-expected financial obligation and, we as the board understand this. Presentation of the life event must be presented to the Association's Board of Directors and a decision shall be made as to how to progress with either assisting the homeowner with a payment schedule for fines or violation correction(s).

Life events are such things that may restrict a person's ability to perform repairs, etc. A life event is not something that currently exists, such as the homeowner's current financial obligations. Life events are events that happen that cause the person to be financially obligated to such places as hospitals, nursing homes, etc.