

# Waterbrooke HOA Violation Policy and Schedule of Fines *(Effective October 1, 2018)*

## A. Level I – Fines for Minor Violations

- I. **First Notice** – A warning letter will be delivered to the Owner of the property outlining the violation. In the event the Owner of the property doesn't currently reside at the property, a copy of the violation letter will also be sent to the occupant at the property address. If applicable, the Owner/Tenant will be given 10-days per the CC&Rs to take corrective action.
- II. **Assessment of Fine** – If the Owner has not corrected/removed the violation within the specified timeframe, then a fine will be assessed. All violation notices will be sent by certified mail and the homeowner will be responsible for a certified fee.

- III. **Fee Schedule** –The fine for any Level I violation is **\$50.00** per violation, with the exception of the below.

**Trash Dumpster Removal** – The fine for removing the dumpster will be assessed differently. If a dumpster is not removed from view within 24-hours after garbage pick-up, an automatic \$25.00 fine will be assessed

- IV. **Resolution – Collection of Fines**

The Waterbrooke Homeowner's Association has the right (but not the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove violations. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association. All costs incurred in any such repair, maintenance, restoration, cutting, pruning, or removal shall be charged against the Owner as the personal obligation of such Owner. In order to secure payment of fines as they become due, there shall arise collections and/or continuing lien and charge against the Lot, the amount shall include the fines, cost for maintenance and/or removal, certified letter fees, and reasonable attorney fees to the extent permissible by law.

- V. **List of Level I Fines**

### **Article 3 – Architectural, Maintenance, and Use Restrictions**

- 3.6 Walls, Fences, and Hedges (hedges)
- 3.9 Storage Tanks and Refuse Disposal
- 3.10 Clothes Lines
- 3.11 Signs and Advertisements
- 3.12 Temporary Structures
- 3.13 Storage of Automobiles, Boats, Trailers, and Other Vehicles
- 3.14 Maximum Height of Antennae
- 3.15 Window Units
- 3.16 Recreational Equipment
- 3.17 Maintenance
- 3.20 Animal and Pets
- 3.21 Nuisances and Unsightly Materials
- 3.22 Hobbies and Activities
- 3.23 Visual Obstruction at the Intersection of Public Streets
- 3.24 Governmental Restrictions (as applicable)

### **Article 6 – Easements**

- 6.3 Emergency
- 6.4 Utilities

## **B. Level II – Fines for major violations as defined below**

I. **First Notice** – A warning letter will be delivered to the Owner of the property outlining the violation. In the event the Owner of the property doesn't currently reside at the property, a copy of the violation letter will also be sent to the occupant at the property address. If applicable, the Owner/Tenant will be given 30-days to take corrective action.

II. **Assessment of Fine** – If the Owner has not corrected/removed the violation within the specified timeframe, then a monetary fine will be assessed. All penalty notices may be sent via regular or certified mail and the homeowner will be responsible for a certified fee added to the penalty.

### **III. Fee Schedule**

**Day 31 – 2<sup>nd</sup> Notice and \$100.00 fine**

**Day 61 – 3<sup>rd</sup> Notice, and additional \$100.00 fine**

**Day 91 – 4<sup>th</sup> Notice (final), \$250.00 fine**

### **IV. Resolution – Collection of Fines**

The Waterbrooke Homeowner's Association has the right (but not the obligation) to enter the Owner's property to provide all maintenance and repairs that are necessary to remove violations. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association. All costs incurred in any such repair, maintenance, restoration, cutting, pruning, or removal shall be charged against the Owner as the personal obligation of such Owner. In order to secure payment of fines as they become due, there shall arise collections and/or a continuing lien and charge against the Lot, the amount shall include the fines, cost for maintenance and/or removal, certified letter fees, and reasonable attorney fees to the extent permissible by law.

### **V. List of Level II Fines**

#### **Article 3 – Architectural, Maintenance, and Use Restrictions**

- 3.1 Single-Family Residential Construction
- 3.2 Approval of Plans
- 3.3 Structural Compliance
- 3.4 Improvements and Setback Restrictions
- 3.5 Re-subdivision of Lots
- 3.6 Walls, Fences, and Hedges (walls and fences)
- 3.7 Roofing Material
- 3.8 Swimming Pools
- 3.18 Damage, Destruction or Maintenance
- 3.19 Use of Premises
- 3.24 Government Restrictions
- 3.25 Roads
- 3.26 Easement for Roads
- 3.27 Outbuildings

#### **Article 6 – Easements**

- 6.1 General
- 6.2 Development and Construction

### **VI. Opportunity to be Heard:**

The Association recognizes each Owner's right to appeal to the Board of Directors regarding an assessed violation of the Declaration of Restrictive Covenants or Bylaws, particularly if the violation results in a monetary penalty. Before any fine is collected, an Owner shall have the opportunity to request a hearing before the Board of Directors. The Owner must provide timely written request for a hearing. If a hearing is scheduled, the Owner is bound by the decision of a majority of the Board