

Deed Violation Enforcement Policy

WHEREAS, the Dobbins Creek Homeowners Association (“Association”) has authority pursuant to its Declaration of Covenants, Conditions Restrictions and Easements (“Declaration”) and its Bylaws (“Bylaws”) to determine, in its reasonable discretion, the manner of remedy for violations of the provisions set forth in the Declaration;

WHEREAS, The Board of Directors of the Association (“Board”) finds there is a need to establish procedures for the enforcement of the use restrictions and architectural control provisions of the Declaration and for the elimination of violations found to exist Dobbins Creek Homeowners Association;

NOW THEREFORE, IT IS RESOLVED, through a majority vote of the Board, that the following procedures and practices are established for the enforcement of violations (excluding parking) of the use restrictions and architectural control provisions of the Declaration and for the elimination of violations of such provisions found to exist in, on or about any property within Dobbins Creek Homeowners Association and the same are to be known as the “Deed Violation Enforcement Policy” of the Association in the discharge of its responsibilities for determination and enforcement of remedies for deed violations within Dobbins Creek Homeowners Association:

1. **Establishment of a Violation.**

- a. Architectural. Any improvement of any kind or nature erected, placed or altered on any Lot which has not been first approved by the Architectural and Landscape Review Committee (“ARC/LRC”) or which does not in all respects conform to that which has been so approved is deemed a “Violation” under this Enforcement Policy for all purposes.
- b. Use Restrictions. Any activity or condition allowed to continue on any Lot that is in direct opposition to the Declaration and/or the Rules and Regulations, which is not expressly authorized by the Board, (excluding parking) is deemed a “Violation” under this Enforcement Policy for all purposes.

2. **Notice of Violation.**

- a. Initial Notice. Upon verification of the existence of a violation by the management staff (“Management”) or the Association, a written notice will be sent to the Lot Owner regarding the discovery of the Violation (“Initial Notice” or “Friendly Reminder”), the Initial Notice will inform the recipient as follows:
 - (i) The nature, description and location of the Violation and the failure

of the Lot Owner to correct the Violation, as previously requested;
and

- (ii) Notice that if the Violation is corrected or eliminated within ten (10) days from the delivery of the Notice of Violation, no further action will be taken; and
- (iii) If necessary, work on any improvement must cease immediately and may not resume without expressed written approval of the ARC/LRC; and
- (iv) Failure to remedy or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration or this Enforcement Policy, including, but not limited to a monetary penalty in the amount set forth in the fine schedule.
- (v) Notice of the Owners right to appeal/hearing as provided herein

- b. Failure to Remedy. Failure to (i) cease all work immediately upon receipt of the Initial Notice of Violation, or (ii) remedy the current violation existing upon the Lot within ten (10) days of the date of the Initial Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) a fine being levied by the Association against the Lot Owner; (b) correction of the offending Improvement by the Association at the expense of the Lot Owner, which he/she/it shall become personally liable for the cost of; or (c) any other remedy under law or at equity, the Declaration or this Enforcement Policy, including but not limited to injunctive relief. Management shall send to the Lot Owner a formal Notice of Fine informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date".

- b. Fine Structure. At the Board's discretion, pursuant to the provisions of Paragraph 2, the Board shall assess monetary penalties/fines for all violations of the Association's governing documents (except for parking, which shall be pursuant to the Association's Parking Policy) pursuant to the following fine schedule:

Fine Schedule (excluding Parking Violations)	
Notice	Fine Amount
Initial Notice” or “Friendly Reminder”	No Fine
Second Notice of Violation	\$50.00
Third Notice of Violation	\$100.00 plus cost of certified mail/administrative costs
Fourth Notice of Violation	\$150.00 plus cost of certified mail/administrative costs
Fifth Notice of Violation	Up to \$150.00 per day (at the Board’s discretion) until violation is corrected, plus cost of certified mail/administrative costs

d. Hearing. Included in the Notice of Violation will be the opportunity for the Lot Owner to request and be granted a hearing by the appropriate Committee or the Board prior to any fine or Costs/Charges being levied upon the Lot Owner. The Notice of Violation will allow the Lot Owner ten (10) days to contact Management, in writing, to request a hearing upon the issue of the continuing Violation. Should the Lot Owner fail to contact Management within ten (10) days of the Notice of Fine Date, that party will have waived its opportunity for said hearing. All cases that are up for fine review will be heard by the Board of Directors at their regularly scheduled meetings.

3. Corrective Action. Where a Violation is determined to exist and referred to the Board of Directors of the Association, at any time during the enforcement process, Management, with the approval of the majority of the Board of Directors of the Association, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors, if Management, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of peace. Where Management decides to initiate any action by qualified contractors, the following will apply:

- a. Management must give the Lot Owner affected by the proposed action prior written notice of undertaking of the action. The foregoing notice may be given at any time.
- b. Cost incurred in correcting or eliminating the Violation shall be the personal obligation of the Lot Owner.
- c. The Association, and its agents and contractors, will not be liable to the Lot Owner or any third party for any damage or costs alleged to arise by virtue of action taken under this Paragraph 3 where the Association and its agents have acted reasonably and in conformity with this Enforcement Policy.

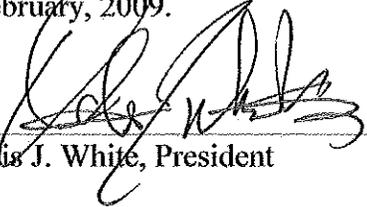
4. **Referral to Legal Counsel.** Where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot 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.**
 - a. 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 to occur of the following:
 - (i) When the notice is delivered by telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledgment acknowledging delivery of telecopy.
 - (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any notice after the Third Notice of Violation may be sent certified mail, return receipt requested.
 - b. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management 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.** A Lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation voided/closed. However, if said violation shall reoccur within six (6) months from Initial Notice, violation will be re-opened and Notice and Fine Schedule shall continue from the previous Notice/Fine stage. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy,

which costs and fines, if not paid upon demand thereof by Management, will be referred to the Association for collection as an assessment pursuant to the Declaration.

Adopted by the Dobbins Creek Homeowners Association Board of Directors this 10th day of February, 2009.



Otis J. White, President