

**Tablers Estates Homeowner's Association
P.O. Box 1164 Inwood, WV 25428**

Compliance Enforcement Policy

A. Architectural Noncompliance

1. Determining Noncompliance

The Board will become aware of non-compliance issues from reports in writing from Homeowners or through semi-annual neighborhood inspections conducted by at least 1 member of the Board and 1 member of the Architectural Review Committee (ARC). Written reports from Homeowners will be followed up by a visual inspection of 1 member of the ARC who will communicate desired action chairperson of the ARC.

2. Processing of Noncompliance Notices

The chairperson of the ARC will visit the property and either concur or non-concur with the Notice. If non-concur, a member of the ARC will notify the board member reporting the problem and provide a justification to the decision. The matter can be taken to the next scheduled Board Meeting for final decision. If concurs, the chairperson will follow the "Architectural Review Committee Procedural Guidelines for Enforcement of Covenants".

3. Fines for Noncompliance

a. The owners of the lot in violation will be subject to a fine of \$5 for each day the violation exists once formal notice of the imposition of the fine has been given. In its decision incident to any appeal, the Board may, in its discretion, grant a further stay of the imposition of any fine if the Board determines that additional time is necessary in order to correct the subject violation(s), and the owner of the lot in violation shows a good faith intent to remedy the violation.

b. The lot owner will incur a \$5 fine per day for any building, dwelling, outbuilding, shed, barn, fireplace, fence, wall, private driveway or other structure or construction, temporary or permanent, is commenced, erected, placed or maintained upon the properties, or any exterior addition to or change or alteration therein is made without obtaining ARC approval. The fine will commence 7 days after the notice has been sent to the homeowner.

c. If any building, dwelling, outbuilding, shed, barn, fireplace, fence, wall, private driveway, alternative energy source, or other structure or construction, temporary or permanent, is commenced, erected, placed or maintained upon the properties, or if any exterior addition to or change or alteration therein does not meet the covenants or rules & regulations, the ARC chairperson will follow the "Architectural Review Committee Procedural Guidelines for Enforcement of Covenants".

4. Exception:

a. Lawn Maintenance

If the ARC determines there is a lawn maintenance violation, the Homeowner will be notified in person or in writing within 3 days. The Homeowner will then have 7 days to rectify the issue or send an appeal to the ARC. If neither occurs, the HOA has the right to contract with a lawn maintenance company to have the maintenance accomplished. The costs of this work will be invoiced to the Homeowner. If the Homeowner does not pay the balance due in thirty days, an interest-bearing Lien will be filed. The Homeowner will receive a copy. Once the balance is paid, plus court costs, administrative and legal fees, to the Treasurer, the Lien will be removed and the Homeowner will receive a copy.

b. New Construction

The lot owner will also assume any and all responsibility for road damage caused by construction equipment or building supply vehicles during any new construction including but not limited to a building, addition, dwelling, outbuilding, shed, barn, alternative energy source, fireplace, fence, wall, or private driveway. A lien will be placed against the lot owner equal to the amount of any repairs made necessary by the construction equipment plus any interest, court costs, and attorney fees.

c. Associated Fees

The lot owner will assume any and all responsibility for associated fees including but not limited to reasonable attorney fees, court costs, and administrative fees accrued in accord to the declaration on attorney fees.

B. Financial Noncompliance

1. One year delinquent

a. Assessments are due on July 1st. If the assessment is not paid within thirty(30) days of July 1st, the assessment will accrue 10% interest on the delinquent amount.

2. Two years delinquent:

- a. In July of each year, the Treasurer will identify Homeowners that are 2 years delinquent in the payment of Annual Dues and bring these to the attention of the Board at a regularly scheduled Board Meeting.
- b. A letter will be sent to the Homeowners explaining the delinquency and requesting payment in full within 30 days.
- c. The board will review any extension requests, and will make a decision within a timely manner.
- d. After 30 days, if the HOA has not received the payment in full or a request for an extension, an interest-bearing Lien will be filed.
- e. If no extension request is received, the Homeowner will be sent a copy of the Lien once it is filed. Upon payment of the delinquent amount, plus filing fees, administrative or attorney fees, and any interest accrued, to the Treasurer, the Lien will be removed and the Homeowner will receive a copy.

C. For all other rules and regulations noncompliance

1. A formal letter will be sent to the Homeowners explaining the noncompliance issue.
2. The lot owner will have 20 days to appeal the violation by mailing the appeal to the HOA address, emailing a board member, or personally delivering the written appeal to a board member or correct the issue.
3. The board will hear the appeal in a timely manner following the receipt of the lot owner's notice of appeal. The board will mail a formal decision to the lot owner's address.
4. If the same violation occurs within one calendar year, a \$50 fine will be assessed to the lot owner each time the violation occurs.
5. The lot owner will have 20 days to appeal the 2nd violation after a notice of the violation is received. Any fine levied by the association will be stayed until the appeal is heard and decided by the board.

Adoption Date: 2/19/19

Secretary to the Board of Directors