

TURTLE CREEK OF MARION REVISED FINE POLICY 10/26/2015

The violation by any Homeowner, occupant or guest of any of the provisions of the Governing Documents (Declaration of Covenants, Bylaws or Rules and Regulations of the Association) shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Homeowner. Such Homeowner shall be deemed responsible for such violations whether they occur as a result of his/her personal actions or the actions of his/her family, guests, tenants or any other person admitted to the Association Premises through such Homeowner.

Upon any such violation being alleged, the following procedures will be followed:

Notice of the violation, including the Governing Document provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Homeowner on notice as to the violation, shall be sent by First Class Mail to the representative of said Homeowner at the address as shown in the notice required to be filed with the Association.

The offending Homeowner shall be notified of a scheduled hearing before the Board at which the Homeowner may offer evidence in defense of the alleged violation. The appearance (attendance or written statement) before the Board shall be at its next scheduled meeting, but in no event shall the Homeowner be required to appear less than seven (7) days from the date of the notice.

Failure to respond to the notice of violation or appear at the hearing constitutes a default.

Upon appearance by the Homeowner before the Board and presentation of evidence of defense, or, in the event of the Homeowner's default, the Board shall by majority vote of a quorum of the Board, decide whether a violation has occurred and allow time to cure the offense. **The Board's decision is final.**

Following the hearing, the offending Homeowner will receive written notice sent by First Class Mail informing his/her of the Board's decision, any fines levied, the due date of the fines, the date the violation must be cured as well as any other actions deemed necessary to enforce compliance with the Documents. The notice will also include future actions that will be taken by the Board should the violation continue.

SCHEDULE OF FINES

Upon violation of any of the provisions of the Governing Documents and after default of the offending Homeowner or upon the decision of the Board as recited above, the following fines shall be levied:

First Violation: No fine shall be levied.

Second Violation: A fine of \$150.00 shall be levied.

Third Violation: A fine of \$250.00 shall be levied.

Fourth Violation and Each Subsequent Violation: A fine of \$500.00 shall be levied.

The Board of Directors, without the necessity of an amendment to the Turtle Creek of Marion Bylaws, may establish said fines or adopt alternative policies in accordance with Article XIX, Section 1, Part D of the Turtle Creek of Marion Bylaws. For purposes of this Policy, the number of the violation (ie. first, second, etc.) is determined with respect to the number of times that a Homeowner violates the same provision(s) of the Governing Documents, as long as that Homeowner is a member of the Association, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur at the discretion of the Board for which a violation continues.

Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

COLLECTION OF FINES

The fines levied pursuant to the above stated rules and regulations shall be assessed against the Homeowner and shall be due and payable thirty (30) days from the date the Homeowner receives notice of the fine. Failure to pay the fine will subject the Homeowner to all liabilities set forth in the Governing Documents. All unpaid amounts shall constitute a lien on the Homeowner's property, enforceable as set forth in Article II of the Turtle Creek of Marion Homeowner Association Declaration.

Executed this 26th day of November, 2015

By: TURTLE CREEK OF MARION
BOARD OF DIRECTORS



Aleisha Shevela, Secretary