



## **Monmouth Way Maintenance Association**

### **Fine Policy**

**Effective 11/22/2018**

**Whereas**, the Monmouth Way Maintenance Association (“Association”), through its Board of Directors (“Board”) is empowered to govern the affairs of the Association pursuant to the Amended and Restated Declaration Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (“Declaration”); and

**Whereas**, Article XIV, Section 14.04. Penalties and Fines, states that “[i]n addition, or as an alternative, to an action at law or suit in equity, the Board of Directors may, with respect to any violation of this Declaration or the By-Laws or rules and regulations of the Association, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person”; and

**Whereas**, Article XV, Section 15.02. Fines, states that “the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees”, and that “[s]uch fines shall be deemed assessments and as such be enforced pursuant to Section 9.06 et. al. herein”; and

**Whereas**, Amended By-Laws of Monmouth Way Maintenance Association, Inc. (“By-Laws”), Article V, 5.13. Powers and Duties, states that “[t]he Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Owners by statute, the Certificate of Incorporation, the Declaration or these By-Laws,” and further states that “the powers, duties and authority of the Board of Directors shall specifically include, but shall not necessarily be limited to, the following:

g. to adopt reasonable rules and regulations or amendments thereto governing the uses of Association Property and facilities and the Common Elements, and the personal conduct of the Owners, lessees and their guests thereon, and establish penalties for infractions thereof. Such rules and regulations and amendments shall be binding upon the Owners when the Board has adopted them in writing. A copy of such rules and all amendments thereto shall be delivered to each Owner and/or occupant; and

h. to collect delinquent Assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from owners for violations of the provisions of the Declaration, these By-Laws or any rules or regulations of the Association.

**Now, therefore, be it resolved that,** all owners, lessees and occupants of Lots, and their families and any other persons, partnerships, corporations or other entities who may use such lots in any manner are subject to the (a) rules and regulations, (b) violations and fines, and (c) enforcement procedures, as set forth below.

#### **A) General Fines Violations**

1) General Fines include but are not limited to:

- a) violations of any of the rules and regulations;
- b) window air conditioning units;
- c) advertisement signs;
- d) dumpster rules;
- e) parking violations;
- f) failure of owners to provide leases to the Board by means of the management company; and
- g) failure to provide contact information to the Board by means of the management company.

2) An informal notification either by email, phone or in person by management will be given to the Unit Owner or Violator advising of the violation, and seeking to obtain future compliance or correction.

3) Management will informally advise the need of compliance within ten (10) days.

4) If such notice obtains the requested compliance, then the matter be will disposed, unless the same or a similar violation thereafter reoccurs.

5) If the informal notification is unsuccessful, then a formal written notification will be provided. The alleged Unit Owner or Violator has the option to request a hearing or arbitration upon receipt of the formal notice.

6) The formal notice shall provide the person alleged to be in violation (including the Unit Owner if the Violator is not the Unit Owner), the specific nature of the violation, and an opportunity to request either a hearing or arbitration within five (5) days of sending the formal notice. The notice will also specify that in lieu of requesting a hearing or arbitration and within five (5) days of the mailing of the notice, the Unit Owner can provide a written response to the alleged violation. If the Owner acknowledges that the violation occurred, provides an assurance that the violations(s) will cease and/or not

reoccur in the written response, then enforcement activity of the Association will cease. Compliance is expected within 10 days.

- a) If a hearing is held, the Board will determine if there is sufficient evidence that violation has occurred. If the Board determines that there is sufficient evidence, a fine for each violation may be levied.
- b) If the Unit Owner or Violator selects arbitration, the Board will meet within thirty (30) days to dispose of the matter. At the hearing, the alleged Violator or Unit Owner of the alleged Violator may be heard including one (1) or more members of the Compliance Committee. If the decision is in favor of the alleged Violator, then no fee will be imposed. The decision of the Arbitration Committee will be binding upon all parties to the extent permitted by law.

7) A second formal warning is given after twenty (20) days of the informal notification of noncompliance and a corresponding twenty-five (\$25) fine will be assessed. Compliance is expected within ten (10) days. Each day thereafter is considered a separate offense.

8) Each recurrence of the alleged violation or each day it continues shall be deemed a separate offense subject to a separate fine not to exceed fifty (\$50) dollars for each offense.

9) All fines are payable within ten (10) days of the issuance of a written notice of violation and fine imposed.

10) The owner is responsible for all fines and for compliance of all lessees or occupants.

11) If the fine is not paid within ten (10) days, or a request for a hearing or arbitration is not received within five days, the amount of the fine shall be added to the Owner's assessment on the 1st of the month following termination of the 10-day period set forth and a lien shall be placed upon the Owner's unit. Any associated costs of the lien and any legal action will be applied to the Homeowner's Assessment.

## **B) Deck and Common Area Fines**

1) All deck and common area fines shall follow the same procedure as defined under the section listed, "General Fines Violation."

## **C) Abatement and Enjoining of Violations**

1) The Board or authorized agent may enter the unit, common element or property in which or as to which such violation or breach exists by a negligent or willful act or omission of an Owner, and to summarily abate and remove, at the expense of the defaulting owner or tenant.

2) All such violations will follow the same procedure as defined under the section listed, "General Fines Violations," including:

- a) Any Storage fees incurred for removed items will be the responsibility of the Unit Owner or Violator.
- b) The disposal of all furniture is the responsibility of the Unit Owner or the Violator. Improper disposal is subject to a twenty-five (\$25) fine plus the cost of removal.

#### **D) Repair Fines**

1) It is the responsibility of the owner to keep the following items in good repair which include but are not limited to:

- a) fireplaces;
- b) window including glass;
- c) entry doors;
- d) hot water tanks;
- e) plumbing;
- f) appliances;
- g) pipes;
- h) drainages;
- i) wires; and
- j) connections.

2) Urgent Repairs

- a) When a repair is required and neglected by an owner, lessee and/or damage is resulting from a negligent or willful act or omission of an Owner to the common or limited common areas affecting the community, the Board shall have the right to make such maintenance, replacement or repair upon a (10) day oral or written notice to the Owner. In an event of an emergency, the Board may provide such notice in a shorter time frame. The cost of all such maintenance, replacement or repair will be charged to the Unit Owner. A lien shall be placed against the unit for such cost in the event the Owner fails to make prompt payment. In the event that the Board is entitled to bring a suit against the Owner, the Owner shall be liable for reasonable attorney fees and costs including interest on all sums due.

### 3) Non-Urgent Repairs

- a) All non-urgent repairs violations shall follow the same procedure as defined under the section listed, "General Fines Violation."