

Resolution of the VIOLATION ENFORCEMENT POLICY

WHEREAS, the Ashland Plantation Property Owners Association, Inc. (“Association”) has authority pursuant to Article IX of the Declaration of Covenants, Conditions and Restrictions for the Ashland Plantation Property Owners Association, Inc. (“Declaration”) as well as the amendment to Article IX, General Provisions, to enforce, by any proceeding Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges on a hereafter imposed by the provisions of this 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 By-Laws and for the elimination of violations found to exist within the Ashland Plantation Property Owners Association, Inc.;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions of the Declaration and By-Laws of the Ashland Plantation Property Owners Association, Inc. and for the elimination of violations of such provisions found to exist in, on or about any property within the Ashland Plantation Property Owners Association, Inc. and the same are to be known as the “Violation Enforcement Policy” of the Association in the discharge of its responsibilities for determination and enforcement of remedies for Covenants violations within the Ashland Plantation Property Owners Association, Inc.

1. **Establishment of a Violation.**

- a. Architectural. No building, fence, wall, improvement or other structure, road, drive, path or landscaping shall be commenced on any Lot, nor shall exterior addition, improvement, alteration, repairs, or change in grade be commenced, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Architectural Committee. (Article V, Section 1 of the Covenants, Restrictions and Easements and elsewhere).
- b. Use Restrictions. Any activity or condition allowed to continue on any Unit that is in opposition to the Declaration and/or By-Laws, the Board or Management’s reasonable interpretation thereof or any provision within the Inspection Policy guidelines, which is not expressly authorized by the Board 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”), the Board of Directors or the ARB of the Ashland Plantation Property Owners Association, Inc., Management will send to the Homeowner a written courtesy notice of the discovery of the Violation (“Initial Notice”). The Initial Notice will inform the recipient as follows:
 - (i) The nature, description and location of the Violation; and
 - (ii) A request to remedy the Violation

- (iii) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the ARB to disregard the notice.

- b. Second Courtesy Notice of Violation. If the Homeowner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARB or if the ARB has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than seven (7) days from the Initial Notice, Management shall send to the Homeowner a Second Notice of Violation informing the recipient as follows:
 - (i) The nature, description and location of the Violation and the failure of the Homeowner to correct the Violation as previously requested; and
 - (ii) Notice that if the Violation is corrected or eliminated within seven (7) days from the delivery of the Second 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 the expressed written approval of the ARB; 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, By-Laws or this Enforcement Policy.

- b. Third Courtesy Notice of Violation. If the Homeowner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARB or if the ARB has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than fourteen (14) days from the Initial Notice, Management shall send to the Homeowner a Third Notice of Violation informing the recipient as follows:
 - (i) The nature, description and location of the Violation and the failure of the Homeowner to correct the Violation as previously requested; and
 - (ii) Notice that if the Violation is corrected or eliminated within seven (7) days from the delivery of the Third 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 the expressed written approval of the ARB; 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, By-Laws or this Enforcement Policy.
 - c. Failure to Remedy. (i) Failure to cease all work immediately upon receipt of the Third Notice of Violation, or (ii) failure to remedy the current violation existing upon the Lot within seven (7) days of the date of the Third Notice of Violation, or (iii) recurrence of the violation within twelve (12) months shall constitute a continuing or repeat Violation and result in one or more of the following: (a) a fine being levied by the Association against the Homeowner, (b) correction of the offending Improvement by the Association at the expense of the Homeowner through a Specific Assessment being levied against the Homeowner, which may be recorded as a lien against the property or (c) any other remedy under law or at equity, the Covenants, Conditions and Restrictions or this Enforcement Policy, including but not limited to injunctive relief. Management shall send to the Homeowner a formal Notice informing the recipient of the continuing Violation and the remedy chosen as a result thereof.
 - d. Fine Structure. After the Third Notice is sent, the Fourth notice will incur a \$100 fine for failure to remedy the violation. Any further fine imposed pursuant to the provisions of Paragraph C shall be imposed at \$100 per day, up to \$10,000 beginning to accrue no earlier than twenty-eight (28) days following the Notice Date.
 - e. Written Appeal. Included in the Notice will be the opportunity for the Homeowner to make a written appeal to the Board within ten (10) days by contacting Management in writing. Should the Homeowner fail to contact Management within ten (10) days of the Notice Date, that party will have waived its opportunity for said written appeal.
3. Corrective Action. Where a Violation is determined to exist and referred to the Board of Directors of the Association, pursuant to any provision of this Enforcement Policy, Management, with the approval of the majority of the Board 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 the peace. Where management decides to initiate any action by qualified contractors, the following will apply:
- a. Management must give the Homeowner and any third party directly affected by the proposed action prior written notice of undertaking of the action. The forgoing notice may be given at any time.
 - b. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Homeowner as an Assessment as set forth in Article IX of the Covenants, Conditions and Restrictions.
 - c. The Association and its agents and contractors will not be liable to the Homeowner or any third party for any damages or costs alleged to

arise by virtue of action 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 Homeowner 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, upon the earlier to occur of the following.
 - (i) When the notice is delivered by telecopy or by email, the notice is deemed delivered when the sender receives a facsimile acknowledgment acknowledging delivery of telecopy or a reply email.
 - (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.
 - b. Where the interests of an Owner in a Unit 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 Unit 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 sent to such representative or agent.
6. **Cure of Violation During Enforcement.** A Homeowner 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. The 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.

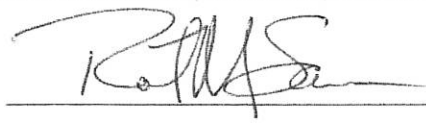
IT IS FURTHER RESOLVED THAT this Violation Enforcement Policy replaces and supersedes in all respects all prior resolutions with respect to enforcement of the Community Documents by the Ashland Plantation Property Owners Association, Inc and is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

Its:

This is to certify that the foregoing resolution was adopted by the Board of Directors as of 2/23/15, 2015 and has not been modified, rescinded, or revoked.

2/23/15

Date

 PRES.

Ashland Plantation Board of Directors