

RED WING VIEW HOMEOWNERS ASSOCIATION

ENFORCEMENT OF RULES AND FINE POLICY

If a property owner violates or is otherwise liable for a violation of any of the provisions of the Declaration of Covenants (Covenants), By-Laws, and/or Rules and Regulations of the Association, the following shall occur:

Violation Process

Warning Letter

- A. Upon a finding of a first violation, the property owner shall be notified by the Association Management or the Board. The notification shall be in a manner prescribed by the Red Wing View (RWV) Board of Directors (Board) and substantially in the form of a warning letter.

Second Notice & Fine

- B. Upon a second or continuous violation by a property owner, the property owner shall be notified of the violation. The property owner shall pay a reasonable fine, as determined by the Board, following the opportunity for a Board hearing with a Board majority present. By this language, the Association does not waive its right to hire counsel and pursue whatever rights it may have against the property owner in lieu of a second notice of violation and hearing. In addition, the property owner shall also pay the costs of any legal fees incurred by the Association as charged to the Association by the attorney.

Ongoing Violation & Legal Action

- C. Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action, including injunctive relief, Forcible Entry and Detainer or Lien Foreclosure. All attorney's fees and costs incurred will be charged back to the property owner's account.

Protection of Association Interests

- D. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Covenants, By-Laws, and/or Rules and Regulations of the Association.

Any property owner charged hereunder shall pay all fines assessed within thirty (30) days of notification that such fines are due. Failure to make the payment within this time shall subject the property owner to all of the legal or equitable remedies necessary for the collection of the same.

The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided for in the Covenants and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

Owner Appeal Process

If any property owner feels that he/she has been wrongfully or unjustly charged with a violation, the property owner may proceed as follows:

- A. **10 Days to Protest Violation**
Within ten (10) calendar days after the property owner has been notified by warning letter the property owner shall submit, in writing, a protest to the Board, stating the reasons the property owner feels he/she has not committed the violation.
- B. **Owner Options & Board Action**
Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after receipt of the written protest, to be scheduled at the sole discretion of the Board.
- C. **Board Hearing**
At the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination regarding such alleged violation. The decision of the Board shall be final and binding on the property owner.
- D. **Notice of Determination & Legal Action**
Payment of fines made under this policy shall not become due and owing until the Board has completed its determination. However, the Association during this time may pursue other legal or equitable remedies. Notification of the Board's determination shall be made substantially in the enclosed "Notice of Determination" form.
- E. **Prompt Communication & Action**
Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the property owner at the property address, or to such other address as the property owner may have previously filed with the Board.

During any such Violation Procedure and/or Owner Appeal Process, the property owner shall not be allowed to submit for approval and Board will not review or approve any owner plans for structure, improvement or addition to property as defined in Article 9 of the Covenants (A&A). Likewise, voting rights shall be suspended as directed in section 5.12 of the Covenants. The Board may elect to limit other property owner rights in the association until such time that all violations and/or fines are properly reconciled and paid, however, the property owner shall continue to abide by all Covenants and By Laws of the Association.

TABLE OF FINES
RED WING VIEW HOMEOWNERS ASSOCIATION

Any violations of the terms of the Covenants, By-Laws or Rules and Regulations shall subject the responsible individual to the fines defined below:

FIRST VIOLATION A warning letter shall be sent to the property owner who has been notified of a violation committed by the property owner or by his/her tenant, guest or family member. A copy of the warning letter, the Notice of Violation and the Notice of Determination shall be placed in the property owner's permanent Homeowner File.

The Board reserves the right to waive the warning letter when the violation is, in the sole discretion of the Board, serious enough to warrant immediate legal action.

2nd VIOLATION A fine of \$35 may be charged by the Board to the property owner's property assessment account to be paid within thirty days from date of fine notice along with proper correction of corresponding violation.

3rd VIOLATION A fine of \$150 may be charged by the Board to the property owner's assessment account to be paid within thirty days from date of fine notice along with proper correction of corresponding violation.

4th AND/OR SUBSEQUENT VIOLATION An additional fine of \$150 may be charged by the Board to the property owner's assessment account to be paid within thirty days from date of fine notice along with proper correction of corresponding violation. In this event, Association Management and/or the Board may enact their right to legal action against the offender.

CONTINUING VIOLATION For violations of a continuing nature, the property owners shall be fined at a continuing rate of \$10 per day until the violation ceases and the Association has been made aware of the compliance.

IN THE EVENT THAT ANY VIOLATION HAS RESULTED IN DAMAGE TO ANY COMMON ELEMENT, OR HAS RESULTED IN ANY UNAUTHORIZED ARCHITECTURAL CONDITION ON THE COMMON ELEMENTS, THE ASSOCIATION SHALL PROCEED TO HAVE THE VIOLATION CORRECTED, AND THE PROPERTY OWNER SHALL BE ASSESSED FOR THE FULL COST OF LABOR AND MATERIALS REQUIRED.

SAMPLE

**RED WING VIEW HOMEOWNERS ASSOCIATION
NOTICE OF VIOLATION**

RE: VIOLATION OF COVENANTS, BY-LAWS, OR RULES AND REGULATIONS

You are hereby notified, as owner of _____ Antioch, IL, that you are charged with the following violation of the Association's Covenants, By-Laws or Rules and Regulations.

_____.

The complaint was made on _____ for violations occurring on _____, described as follows:

The Association is governed by its Covenants, By-Laws, and Rules and Regulations provided to you when you purchased your home and available on www.redwingview.com. Please become familiar with all rules therein and procedures required for rectifying any violation above. If you believe the violation and charges are unjustified, review specific rules found in the Covenants and By-Lays and consult with the Appeal Process to determine your next course of action.

SHOULD YOU FAIL TO PROTEST AND APPEAR FOR A HEARING, THE FINE, APPLICABLE ATTORNEY FEES, AND REASONABLE ACTUAL COSTS FOR CORRECTING THE VIOLATION OR REPAIRING DAMAGES, MAY AUTOMATICALLY BE ASSESSED AS DETERMINED BY THE BOARD.

RED WING VIEW HOMEOWNERS ASSOCIATION
SIGNATURE: _____

BY: _____

TITLE: _____

ADDRESS: _____

SAMPLE

RED WING VIEW HOMEOWNERS ASSOCIATION

TO: _____

DATE: _____

NOTICE OF DETERMINATION BY THE BOARD

On the ____ day of _____, 20____, you were notified of a violation of the Covenants, By-Laws, or Rules and Regulations of the Association. The By-Laws and Covenants were provided to you upon purchase of your home and are available at any time on redwingview.com. Pursuant to the Association rules, a hearing was held or waived by you regarding the above-noted complaint. The Board, after considering the complaint, has taken the following action(s):

- () The Board has determined that a violation of the Association's Covenants, By-Laws, or Rules and Regulations has occurred. Accordingly, a fine of \$ _____ has been assessed against your property to be paid within thirty (30) days from date of this notice.
- () The Board has determined that a second or subsequent violation has occurred. We have also elected to (waive/exercise) our right to instruct our attorney to inform you that legal proceedings will be instituted if further violations occur.
- () As a result of a second or subsequent violation, costs, expenses and/or legal fees in the amount of \$ _____ have been incurred by the Association, and pursuant to the Enforcement of Rules and Fine Policy, these expenses have been assessed against your property.
- () The Board has determined a cost to repair violation damages, caused by you or those living in your home to be \$ _____.
- () The cost, as determined by the Board, for correction of the violation is \$ _____.
- () The Board has determined that no violation has been committed.

RED WING VIEW HOMEOWNERS ASSOCIATION

BY: _____

TITLE: _____

Homeowner is hereby obligated and responsible for action and fines indicated above. Homeowner shall promptly remedy any such situation and pay fines in full within thirty (30) days to ensure he/she is in good standing in the Association. Until such time that violation is remedied and fines are paid in full, the property owner shall not be allowed to submit for approval and Board will not review or approve any owner plans for structure, improvement or addition to property as defined in Article 9 of the Covenants (A&A). Likewise, voting rights shall be suspended as directed in section 5.12 of the Covenants. The Board may elect to limit other property owner rights in the association until such time that all violations and/or fines are properly reconciled, however, the property owner shall continue to abide by all Covenants and By Laws of the Association.

Approved 07/30/2007