

**ARTICLE 11.0 ENFORCEMENT AND FINE SCHEDULE**

- 11.1** Each owner, tenant, family member, and other occupant of a Lot shall comply strictly with the provisions of the governing documents and with all decisions of the Board adopted in the manner authorized and required in the Governing Documents. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintained by the Board acting through its Officers on behalf of the Owners, or by an aggrieved Owner on his own, and shall also be grounds for the imposition of fees, penalties, and/or damages assessment(s) against particular Lots. The fee schedule for general violations is set forth in subsection 11.3 below.
- 11.2** The Board or any Managing Agent shall exercise its business judgment in determining what actions to take in the enforcement of the Governing Documents (per the Due Process procedures in Appendix A below). The failure of the Board or Managing Agent in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of that term, covenant, condition or restriction, but the term, covenant, condition or restriction shall remain in full force and effect.
- 11.3 FEE/FINE SCHEDULE.** In an effort to protect the owners, residents, and common elements of the condominium, the Board has adopted this schedule of fees and fines. It is included here as a quick reference tool for owners and residents.

FEES	
<b>Monthly Assessment Late Fee</b>	\$15
<b>Returned Check Fee</b>	\$35
<b>Transfer Fee</b>	\$100
<b>Resale Certificate Fee</b>	\$275

FINES	
<b>1<sup>st</sup> Notice of Violation</b>	None
<b>2<sup>nd</sup> Notice of Violation</b>	\$25
<b>3<sup>rd</sup> Notice of Violation</b>	\$75
<b>Subsequent Notices of Violations</b>	\$200

- 11.3.1 Fines assessed shall be collectible as delinquent Assessments. The receipt by the Board or the management of any assessment from an Owner, with knowledge of any breach shall not be deemed a waiver of that breach, and no waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.
- 11.3.2 Monthly assessments become due and payable on the first day of each month, and are delinquent on the tenth day. Any assessment or installment that remains unpaid for 10 days after the due date thereof shall be delinquent and assessed a late charge and interest at the rate of one percent per month on the outstanding balance. Assessments delinquent 90 days may be turned over to an attorney or collection agency for collection and the mortgagee of the dwelling may be notified of the delinquency.
- 11.3.3 Fines may, at the discretion of the Board, be charged in addition to enforcement fees and cost reimbursement for damage repairs, if any. Monetary fines may be levied in the amount of \$25 for the second notice of a violation, \$75 for the third notice for a violation and \$200 for subsequent violations. Other appropriate enforcement actions may be taken at the discretion of the Board. Such fine(s) shall be added to the monthly assessment for the first month following the violation and shall be enforceable in the same manner provided for assessments.

**ADOPTION:**

**SERAMONTE' HOMEOWNERS ASSOCIATION**

Title: HOA President \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: HOA Secretary \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_