

Carriage Trails Master Owners' Association, Inc. (CTMOA) Enforcement Policy

PURPOSE

To assure that covenant and rule enforcement is conducted pursuant to the requirements of statute [O.R.C. §5312.11] and the Carriage Trails Master Owners' Association, Inc.'s ("Association") governing documents. This Policy shall describe and clarify how enforcement is performed for the preservation of the Member's investment and lifestyle.

INSPECTIONS

- A. **Purpose:** The Association shall perform a visual inspection of the property and exterior of the dwellings for determining if any Members are in violation of the Association's governing documents. The Association's findings during the inspections shall serve as evidence of the existence or nonexistence of alleged violations.
- B. **Frequency:** Inspections shall occur with the frequency established by the Association.
- C. **Attendees:** Inspections shall be conducted by the Association and the current property management staff.
- D. **Method:** Inspections may be conducted by any method that allows for the property and exterior of the dwellings to be adequately reviewed and adequate notes taken.

REPORTED VIOLATIONS

It is understood that due to the nature of some violations that management is unable to note or verify all alleged violations. Therefore, Members may report alleged violations.

- A. Reported violations must be in written form via email at info@carriage-trails.com, letter, or fax to 614-717-4440 and delivered to the Board of Directors ("Board").
- B. Reported violations must state the date, time and frequency of the alleged violation(s).
- C. Reported violations may include evidence such as photographs, video recordings, audio recordings, or listings of separate incidents of the alleged violation(s).
- D. The person reporting the violation ("complainant") must be identified in the report.
- E. The Association, in its discretion, may postpone enforcement action for a reasonable

amount of time to confirm the existence of the alleged violation(s) by visual inspection, review of other evidence, or additional violation reports.

- F. The complainant may be called to testify and present evidence at hearings regarding the alleged violation.
- G. In the spirit of due process, it may not be possible to protect the complainant's identity from the alleged violator during the enforcement process. Complainants will not be provided with copies of enforcement actions against other Members.

PROCESS

- A. Notice of Violation:** Upon confirmation of the existence of a violation of the Association's governing documents, a Notice of Violation will be sent to the Member stating:
 - 1. The nature of the alleged violation;
 - 2. The action requested to cure the alleged violation;
 - 3. That failure to cure the alleged violation within 10 days of receipt of the notice of violation, may result in an assessment of \$50.00 plus reasonable attorneys' fees or the reasonable costs of the Association to cure the violation plus reasonable attorney fees;
 - 4. That a homeowner has a right to a hearing before the Board to contest the allegations or request a reasonable extension of time to cure the violation; and
 - 5. That a homeowner must submit a request for such hearing within 10 days of receipt of the notice via email at info@carriage-trails.com, letter, or fax to 614-717-4440, otherwise such right to hearing will be deemed waived.

- B. Second Notice of Violation:** If the alleged violation persists past the period for remedy of the violation stated in the Notice of Violation, a Second Notice of Violation will be sent to the Member stating:
 - 1. A description of the initial Notice of Violation;
 - 2. The nature of the alleged violation;
 - 3. The action requested to cure the alleged violation OR notice of the action taken by the Association to cure the alleged violation;
 - 4. **A one-time violation assessment of \$50.00 plus reasonable attorneys' fees will be imposed OR the reasonable costs of the Association to cure the violation plus reasonable attorney fees will be imposed;**

5. That a homeowner has the right to request a hearing before the Board as to the imposition of such violation assessments. The homeowner must submit a written request to the Board within 10 days of receipt of the notice. Failure to request a hearing in writing, within 10 days shall be a waiver of the opportunity for said hearing;
6. That a homeowner must submit a request for such hearing within 10 days of receipt of the notice via email at info@carriage-trails.com, letter, or fax to 614-717-4440, otherwise such right to hearing will be deemed waived; and
7. Failure to correct the violation or cease work on any improvement will result in additional violation assessments OR the Association electing to pursue any one of the remedies available to the Association under the CCR's, by-laws or this enforcement policy (please refer to Section 3.5 Rules and Regulations, and Section 5.5 Remedies for Carriage Trails MOA).

C. Subsequent Notices of Violation: If the alleged violation persists, Subsequent Notices of Violation may be sent to the Member stating:

1. A description of the prior Notices of Violation;
2. The nature of the alleged violation;
3. The action requested to cure the alleged violation;
4. **A subsequent violation assessment of \$100.00 plus reasonable attorneys' fees will be imposed;**
5. That a homeowner has the right to request a hearing before the Board as to the imposition of such violation assessments. The homeowner must submit a written request to the Board within 10 days of receipt of the notice. Failure to request a hearing in writing, within 10 days shall be a waiver of the opportunity for said hearing;
6. That a homeowner must submit a request for such hearing within 10 days of receipt of the notice via email at info@carriage-trails.com, letter, or fax to 614-717-4440, otherwise such right to hearing will be deemed waived; and
7. Failure to correct the violation or cease work on any improvement will result in additional violation assessments OR the Association electing to pursue any one of the remedies available to the Association under the CCR's, by-laws or this enforcement policy (please refer to Section 3.5 Rules and Regulations, and Section 5.5 Remedies for Carriage Trails MOA).

D. REPEAT VIOLATIONS: If a violation of the same nature is repeated within any one (1) year period after the last violation letter was sent, the violation letter process will continue uninterrupted. If a violation of the same nature occurs one (1) year or more after the last violation letter was sent, the violation will be considered new and the process will start

from the beginning.

E. Hearing:

1. To request a hearing, the Owner shall deliver a written notice to the Board not later than the 10th day after receiving the notice. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement assessment pursuant to this section.
2. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing.
3. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.
4. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner.
5. Any written notice that this section requires shall be delivered to the Owner or any occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

F. Sanctions: Sanctions may be levied as allowed by statute and the governing documents. Sanctions may include monetary fines and/or suspension of membership privileges such as voting rights; however, the Board may not prevent a Member from accessing his or her home. If monetary fines are levied, the following schedule shall be used:

1. First Violation - Written Warning;
2. Second Violation - \$50 One-Time Violation Assessment plus reasonable attorneys' fees OR the reasonable costs of the Association to cure the violation plus reasonable attorney fees;
3. Subsequent Violations - \$100.00 Violation Assessment per month plus reasonable attorneys' fees until violation has been cured;
5. If any Assessment, or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights, as a Member of the Master Owners Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner Property.

G. Other Remedies:

1. Assessing the Owner for related fines, costs and fees for enforcement
2. Charging the Owner for all related legal fees and cost the Association incurred
3. Recording a notice of assessment lien against a non-compliant Owner's property
4. Assessing the Owner for all fines, cost and fees described above
5. Placing a lien on the Owner's property for all items assessed
6. Bringing a lawsuit to foreclose the lien against the property
7. Bringing a lawsuit for a court order requiring compliance, as well as a judgement for all damages, attorney's fees and costs incurred

H. Unauthorized but Completed Activities: Where any person completes work on an Unauthorized Activity, the Board may issue a compliance request that requires the Owner to submit a complete application for approval of the improvement that resulted from the Unauthorized Activity.

I. Paying Fine does not "Cure" a violation: Paying a fine does not relieve an Owner from responsibility to cure a violation. Likewise, exercise of any hearing or appeal rights does not waive or suspend a duty to immediately cure a violation.

J. Voluntary Compliance Agreement: The Board may reach a Voluntary Compliance Agreement with an Owner in which the Owner admits the violation exists, agrees to take specific actions to cure the violation within a specific time frame acceptable to the Board and agrees that failure to perform the specified actions within the specified time frame will entitle the Board to impose a fine or fines in a specified amount.

K. The Board's Limited Discretion to Waive Fines. Fine(s) imposed under this Policy may be partly or entirely waived by the Board upon its determination that special circumstances exists in the instance to warrant the granting of such a waiver.

L. Protection of Board Members: Persons exercising authority of the Board or a Committee are not liable for action or inaction done in good faith. Association action under this Policy shall not create any liability of the Board, Association, or Committee, or any employee or member of the Board, Association, or the Committee.

M. Delivery and Form of Notices

1. Notices described in this Policy may be delivered by first-class mail, email, personal delivery, or any other method allowable under statute and the governing documents. A notice shall be considered delivered and received one (1) business day following the action to initiate the delivery unless the Notice is returned undelivered.
2. Notices shall be addressed to the Member using the mailing address shown on the Association's Member Listing. In the case of non-Member-occupied properties,

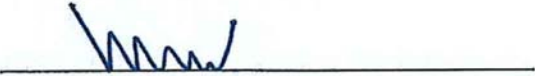
residents will be provided copies of Notices.

3. Form and verbiage of all Notices described in this Policy shall be determined by the Association subject to review by the Board of Directors.
4. Notices described in this Policy shall include a response form and/or a listing of methods by which the Member may respond to the Notice. All methods of response must be in writing and may include a response form, letter, email, fax, or online form submission. Residents wishing to respond to the Notice shall do so through the Member.

N. Member Response: Members may respond to Notices by any of the methods allowed in the Notice. All responses must be in writing. The Association and the Board may suspend a period for remedy of a violation for a reasonable amount of time based upon request by the Member due to hardship or statement of intent to remedy by a date specified by the Member.

APPROVED by the Board of Directors:





Date 5.6.2019