

## **SCHIEVELING PLANTATION HOA COMPLIANCE POLICY**

(Approved by the Schieveling HOA Board of Directors on 10/27/2016 and revised 12/23/2019)

As in most communities governed by Covenants, Conditions, and Restrictions (CC&R's), the Schieveling Plantation HOA Board of Directors has the legal responsibility to enforce our governing documents. HOA Lot Owners/Residents have the concomitant legal responsibility to adhere to these documents. These facts are indisputable and well settled in communities with CC&R's. The HOA Board, which is made up of volunteer members, recognizes the importance of trying to achieve the fine balance between the individual's "rights and desires" and the Schieveling Plantation community's "rights and desires". The HOA Board also believes we can achieve these goals through adherence to and compliance with the documents and procedures that bind us together.

The HOA Board's present philosophy is to resolve compliance issues as amicably and informally as possible. Real world experience, however, prompts us to consider some modifications, which when properly and judiciously administered, should provide the framework for a system that will minimize the negative interactions among neighbors and help ensure compliance on a timely basis.

The Schieveling Plantation Compliance/Fine System allows for resolution of compliance issues through its informal, formal and/or legal components. If necessary, the system allows for monetary penalties, suspension of member privileges, and/or legal penalties. The HOA Board sincerely desires that all parties work together to minimize compliance issues. The HOA Board's goal is a consistent and equitable approach to applying rules and correcting infractions. The procedures also allow for due process. There may be instances, however, that will require an immediate cease and desist order, i. e. installing a fence without the approval of the Architectural Review Board (ARB) or detecting glass around the pool area and/or in the pool. More formal transactions such as fines/member privileges letters, fine invoices, payment of fines, etc. shall utilize USPS mail.

The compliance committee, which is appointed by the Board, is charged with enforcing the governing document restrictions & requirements that fall outside the purview of the Architectural Review Board.

Violations of covenant restrictions can be reported to the compliance committee by a member of the committee and/or a Schieveling resident in good standing by contacting the *compliance* @schievelingplantationhoa.org email address or directly to a HOA Board Member and/or compliance committee member if he/she has no email account. Complaints submitted by residents should be verified by a member of the compliance committee before action is taken.

The following process will take place:

1. An initial notice/warning shall be issued to the offending resident and/or property owner by email with return receipt requested. If an email address is not available, a letter will be sent by USPS. The notice should identify the violation, the corrective action needed and the potential penalties if not corrected within a specified time frame. Depending on the violation and the context, the President may judge it more effective to precede the first notice with a communication that identifies the problem and requests the resident's cooperation and assistance. Should that approach fail, then a first notice should be sent immediately.

2. After the time period specified in the first notice, if the violation continues, a second notice shall be sent, again identifying the violation, the corrective action that needs to be taken and date that the initial notice was sent. This second notice will also levy a fine of \$25.00 for each day that the violation continues. The second notice will also include further penalties should the violation remain uncorrected within a specified time period and if the fine is not paid within the specified time period. Those penalties may include suspension of resident privileges such as voting rights, loss of access to the community pool & clubhouse etc. The HOA also reserves the right for court action to enforce the governing documents, such as placing a lien on HOA member property, if necessary.
3. Should the violation continue beyond the corrective date identified in the second notice and/or the fine remains unpaid by the specified due date, a third notice will be sent invoking the additional penalties as outlined in the previous correspondence. If a lien on the HOA member property is invoked, the amount of the lien will include the administrative costs incurred by placing the lien.

Infractions including ARB violations, unpaid fines, unpaid Annual Assessments, etc. will remain active until resolved.

Any Lot Owner/Resident receiving a HOA Board letter that invokes penalties and/or fines may submit a written explanation to the Board before the effective date contained in the letter. The Lot Owner/Resident will be given an opportunity for a hearing; no enforcement penalty or fine will be imposed until after the hearing except for glass infractions. If at the hearing no good cause is shown as to why the member should not comply as requested, the enforcement penalty(ies) and/or fine(s) will be imposed.

Please see following pages for **Common Compliance Infractions (2019)**

## Common Compliance Infractions (2019)

There are a number of compliance infractions that regularly occur. Below are the typical infractions that are enforced by the HOA. All of the governing documents, however, have to be consulted. The full language and all the rules are not included here. Any fines for infractions shall be \$25.00/day.

Infraction	Requirements
Animals	You are liable for your pets. All pets must be secured by a leash or lead at any time they are permitted off the owner's premises. NOTE that all pets include cats. You must pick up after your pets. County and City ordinances also require picking up after pets. Among other things, it is a health issue.
Garage Doors	Your garage doors must remain closed at all times except when entering and exiting. NOTE: Garage doors can be left open while performing yard maintenance, etc., where there is a reasonable expectation that you will be entering and exiting fairly often over a brief period of time. Open garage doors can be a serious security/safety problem.
Garbage/Recycle Bins; Yard Trash	Your garbage, household trash or other such waste must be kept only in sanitary, covered containers. Grass clippings must be contained within paper yard waste bags. All closed garbage & household waste containers must always be stored in such a manner that they cannot be seen from the street or adjacent property. All garbage & waste containers as well as loose brush/branches and the like should not be placed curbside until the evening prior to pick up. All empty containers should be retrieved from the street at the close of the day of pick up and properly stored out of public view.
Mailboxes	The covenants require that that all mailboxes & mailbox posts must be of uniform shape, size, height, color, and design as determined by the ARB. Also if a mailbox is damaged or decayed, as an owner you are required to replace the box at your expense within thirty (30) days from the date of notice by the HOA. As our community ages, infrastructure such as mailboxes deteriorate, so please keep tabs on the condition of your mailbox.

Parking	<p>Resident vehicles are not allowed to park on the street OVERNIGHT. NOTE: Guests may park overnight on the streets. If a guest becomes a long-term guest at the house (more than one week), then the resident overnight parking restrictions apply. Please ensure that you use your driveway for overnight parking. Vehicles are NEVER allowed on grass of any kind. This includes the grass between the road and the sidewalk, vacant lots, and medians. Please make sure you and your guests do not park on the grass. This includes guests who attend clubhouse parties. Parking on the grass will result in infractions.</p> <p>If you or a guest must park in the street for any reason, please make sure you observe a few actions for safety and as a courtesy to your neighbors:</p> <p>A) Do not block anyone's driveway or access into or out of their driveway, which includes parking directly opposite their driveway; our streets are very narrow.</p> <p>B) Please try to avoid parking on or near corners or curves. Parking on or near corners makes it harder for folks turning into and off streets. Parking on curves, particularly in cul-de-sacs, can make it extremely difficult for other vehicles and emergency vehicles to pass your vehicle without potentially causing damage to one or both vehicles.</p> <p>C) If you have multiple guests, please attempt to park as many guests in your driveway as possible. If possible ask them to park on the clubhouse parking lot during the day or down the street in a safe area if your house is on a curve or intersection. Please keep in mind that overnight parking by residents and/or guests on HOA property is prohibited.</p> <p>D) Please also refrain from parking on sidewalks. They are not designed for this purpose; it could cause damage to the sidewalk. It also forces pedestrians into the street, which is not very safe either.</p>
---------	---

Trailers, Boats and Trailers, Etc.	<p>The covenants do not allow the parking or storage of any trailer, recreational vehicle, motor home, boat or boat trailer, school bus, commercial vehicle or truck on any street or street right-of-way. Neither can any such vehicle as described above be kept, parked or stored on any Lot. Also none of these vehicle may be kept, stored or allowed to remain overnight on HOA property. A Utility Trailer or a Boat/Trailer may be parked in the driveway for two consecutive nights in any given seven-day span. NOTE that in the event that an owner has out of town guests, that guest's trailer, recreational vehicle, motor home or a boat and boat trailer may be parked in the driveway in front of the rear corners of a residence for a period not to exceed three (3) consecutive days.</p> <p>In addition to state and federal statutory definitions of a commercial vehicle, the Schieveling HOA further defines a commercial vehicle to include as follows: any vehicle that is used to transport passengers for hire; that has uncovered logos, signs or advertising of irregular and distinct appearance that identifies a commercial enterprise. In addition, any vehicle, whether marked or unmarked that has commercial equipment attached, strapped or affixed to its exterior, including, but not limited to, ladders, pipes, storage containers and the like. This restriction is not intended to include vehicles driven primarily as a means of personal transportation such as minivans, sport trucks and other pickups trucks of three-quarter (3/4) ton or less that do not have exposed signage or logo other than discreet identification approved by the Schieveling HOA Board and that do not have exposed equipment or supplies. The prohibition against commercial vehicles does not apply to police cars or other personal transportation vehicles which are owned by or contain the logo of a government emergency service provider.</p>
Yards And Property	<p>As an owner you have the responsibility to keep your property in good order and repair, which includes the seeding, watering and mowing of all lawns and grounds, edging along sidewalks and curbs, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. Unsold Developer Lots are exempt and can remain wooded. Additionally, no lawns, grass, weeds or underbrush can be allowed to grow to a height exceeding six (6") inches on any Lot (including easements) at any time.</p>
Glass within the fenced pool area	<p>No glass is allowed in the pool area. This infraction is of a more serious nature and <b>shall result in an immediate fine.</b></p>

Late Annual Assessments And/Or Other Assessments	Annual assessments are due January 1 <sup>st</sup> of each year. If not paid within thirty (30) days, a charge of 10% interest/yr. will be applied. Delinquent assessments will result in the suspension of resident privileges.
--	--