

Dufferin Park Homeowners Association



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RECORD OF ACTION OF THE BOARD OF DIRECTORS DUFFERIN PARK HOMEOWNERS ASSOCIATION COVENANT VIOLATIONS POLICY

WHEREAS, the Board of Directors of Dufferin Park Homeowners Association is charged with the enforcement of the Declarations of Covenants pursuant to Article VII of the By-Laws of Dufferin Park Homeowners Association; and

WHEREAS, from time to time homeowners are in violation of the covenants and fail to respond to the demands from the Board to comply with covenants, and

WHEREAS the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with covenant violations in a timely manner, and further believes it to be in the best interests of the Association to refer these instances of non-compliance promptly to the manager for resolution, and

WHEREAS, the Board is empowered under the terms of the Declaration and the Bylaws of the Association to recover the costs of enforcement of covenants from a non-complying homeowner; and

WHEREAS the Board has retained the Association's manager for their experience in representing Homeowner Associations in covenant and other matters; and

WHEREAS the Board has directed the Association's manager to represent the Association on the terms outlined in this resolution;

NOW, THEREFORE, BE IT RESOLVED that the Association's manager shall pursue enforcement of all covenants and other matters which the Board may refer to the Association's attorney to provide any advice and counsel which the Board may from time to time require; and

BE IT FUTHER RESOLVED that a written notice (hereinafter referred to as the "First Notice") be sent by the Manager to the non-compliant homeowner shall state that unless the owner disputes the validity of the violation, or any portion thereof, within thirty (30) days after receipt of the First Notice, the violation will be assumed to be valid; and if the owner notifies the Manager in writing within the thirty-day period that the violation, or any portion thereof, is disputed, the Manager will obtain verification of the violation and a copy of such verification will be mailed to the owner by the Manager; and

BE IT FUTHER RESOLVED that any homeowner which remains in non-compliance with the Association's covenants beyond the thirtieth (30th) day after delivery of the First Notice of covenant non-compliance, a penalty in the amount of fifteen dollars (\$15.00) shall be assessed to the homeowner's account for the purpose of covering the Association's additional costs of enforcement, which the Manager is authorized and directed to charge to and collect from any such homeowner; and

BE IT FURTHER RESOLVED that a second written notice (hereinafter referred to as the "Second Notice") shall be sent to the non-compliant homeowner after thirty (30) days of the First Notice notifying them of their continued non-compliance and of the penalty fine of fifteen dollars (\$15.00); and



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BE IT FURTHER RESOLVED that the Membership Rights of any owner whose instance of non-compliance continues beyond sixty (60) days may be suspended at any time at the discretion of the Board during the period that any instance of non-compliance exists, subject to the terms of the Governing Documents; and

BE IT FURTHER RESOLVED that a third written notice (hereinafter referred to as the "Third Notice") shall be sent to the non-compliant homeowner after thirty (30) days of the Second Notice notifying them of their continued non-compliance and of the penalty fine of fifteen dollars (\$15.00); and

BE IT FURTHER RESOLVED that the Manager may refer any homeowner that remains in non-compliance for ninety (90) days after the First Notice, to the Association's attorneys for enforcement, and

BE IT FURTHER RESOLVED that, pursuant to Article VII of By-Laws, any homeowner who is turned over to the Association's attorney for covenant violations will be liable for payment of any expenses incurred by the Association (including but not limited to all charges imposed by the Association's attorneys and/or management company to cover fees and costs charged to the Association for collection); and

BE IT FURTHER RESOLVED that the Association's attorney is directed to send to any homeowner who is more than ninety (90) days delinquent in the remedy of covenant violations and whose account has been referred to the attorney, a written notice (hereinafter referred to as the Demand for Compliance), that if the covenant violation is not resolved within thirty (30) days of receipt of the Demand of Compliance, the Board may commence legal action, and

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice; and

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall provide notice to all members of the Association of the foregoing policies and procedures by mailing a copy of these resolutions to such members at the address last shown in the records of the Association; and

BE IT FURTHER RESOLVED that the foregoing policies and procedures shall go into effect with regard to all covenant violations on and/or after August 31, 2016.

IN WITNESS WHEREOF, the following Directors of this association have hereunto subscribed their names.

Christopher Ford, President Date

Thomas Grund, Vice-President Date

Anthony Rukstele, Secretary Date