

Lititz Reserve

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LititzReserveHOA.com

VIOLATION ENFORCEMENT POLICY

Effective February 1, 2023

In this Violation Enforcement Policy, “Owner” and “HOA” as used in this document refer respectively to “Unit Owner” and “Association” as defined in the General Declaration, Bylaws, and Rules and Regulations (“Community Documents”) All other capitalized terms have the same definition as used in the Community Documents.

Each Owner must receive all Community Documents prior to purchasing the Unit. The Community Documents are also available for Owner reference on the Association website. Regardless of whether or not Owners received the Community Documents, each Owner agrees to abide and be bound by the restrictions set forth in the documents.

The Community Documents govern and restrict Owners on exterior changes to and require certain maintenance standards on each Unit. The Executive Board is responsible for enforcement of the Community Documents. The enforcement can be conducted via a committee or through the property manager.

All letters and notices to Owner will provide Owner the period of time to comply as indicated in the Violation Timeline Chart. All letters and notices to Owner may be mailed or emailed. If Owner’s address is different from the Unit address, a copy of the letter may also be sent to the resident at the Unit address.

Warning Letter

If an Owner violates the Governing Documents or any other requirements in the community, the HOA may send a warning letter to Owner.

Violation Letter

If an Owner fails to correct or contend a violation within the timeframe provided in the warning letter, the HOA may send a violation letter to Owner. The violation letter will state the provision of the governing documents that has been violated, identify the corrective action needed and the amount of the fine that will be assessed for the Owner’s failure to correct the violation in the timeline requested.

Opportunity to Appeal

1. All letters to Owner will include the opportunity for Owner to appeal the violation by requesting a hearing in writing, which may be via email, to the HOA or property manager within ten days of the date of mailing of the warning or violation letter.
2. If the violation was initiated by the Board, the Board, within 30 days after Owner’s request for an appeal, will appoint an ad hoc Appeal Committee of at least two but not more than three persons to allow Owner to dispute the violation in person or via other means. If the violation was not initiated by the Board, the Board will act as the Appeal Committee and will schedule a Special Meeting or will invite Owner to the next regular Board Meeting.
3. Owner and Appeal Committee may have an attorney present at the meeting if both parties are notified at least three days in advance of the meeting; however, the owner must be present at the meeting.
4. Owner/Attorney will have ten minutes to present. Appeal Committee, at its discretion, may allow for additional time.
5. The Appeal Committee will hold its discussion and decision-making in private.

6. The Appeal Committee will notify the Executive Board of its decision in writing, which may be via email, within ten days following the meeting and the Executive Board will notify Owner of the Appeal Committee's decision in writing, which may be via email, within five days thereafter.
7. Owner's failure to dispute the violation within ten days of the letter's mailing date or failure to appear at the appeal meeting will abandon Owner's ability to dispute the violation.
8. If the Appeal Committee determines that the violation exists, the fines for the violation will begin according to the timeline provided in the violation letter.

Schedule of Fines

1. For any unresolved violation, the fines will be assessed according to type, severity, and ease of compliance for each violation. Although the deadlines to comply will vary, the first communication will be a warning letter providing a time limit to comply; after that time has passed without resolution, an initial violation letter provides another time limit to comply and forewarns of a \$50 fine; after the expiration of that deadline, a second violation letter states that the owner has been fined \$50, provides for another time limit to comply, and forewarns of a \$100 fine; after the expiration of that deadline, a third violation letter states that the owner has been fined \$100, provides a final deadline to comply, and forewarns of a fine of \$100 plus \$10 per day without further notice until the owner complies.
2. Any recurring violation will start as a violation, not a warning.

Fines as Liens against Unit

All fines and the cost of collecting fines, including court costs and attorneys' fees, will be assessed against the Unit and become a lien on the Unit, the same as regular assessments. Any fines outstanding for more than 120 days will result in legal action.

Board Discretion

1. The Executive Board may decide to waive or delay a fine for good cause or extenuating circumstances.
2. Any waiver of a fine in one circumstance does not preclude the Executive Board from enforcing a requirement or imposing a fine in the future.
3. Because the Board is responsible to enforce the governing documents in the best interest of the community, a Board Member will not have a conflict of interest if he or she discovered the violation or may benefit from the decision being made. If a Board Member or any member of his or her household receives a warning or violation letter, the Board Member may file a dispute regarding the matter, but the Board Member may not participate in or be present for the Board's or Appeal Committee's discussion or decision-making regarding the matter.
4. Any violations that are of a permanent nature, like a structure that has not received Executive Board approval, that exists as of the effective date of this policy, shall be grandfathered and allowed to remain on the Unit subject to the following conditions:
 - a. Owner shall bear the burden of proving that the violation existed as of the effective date of the policy.
 - b. Owner would suffer an undue hardship in correction of the violation.
 - c. Owner agrees to resolve the violation in the event of any sale or transfer of the Unit. This will be reported on any resale certificate relative to the Unit.
 - d. This "grandfathered" portion of the policy does not apply to any exterior modifications under dispute, including by legal means, as of the effective date of the policy.