

Braddock Hill Property Owners Association

List of Fines and Fees not associated with Construction of an Authorized Dwelling or Structure

July 2014

Unless there is prior written approval of the Board, the following prohibited activities and Design Guidelines Violations, may result in a fine of \$50.00 per day being assessed for each day the prohibited activity is not rectified or ceases. This fine is retroactive to the date of direct contact by mail, telephone, email, or in person with the property owner by a Board member or representative of the Board or to the date of receipt of the certified letter sent by the Board or its representative specifying the prohibited activity must be rectified or ceased. This fine will be assessed to the property owner whether or not the owner is the actual violator (e.g., the renter of the property is the violator). The property owner will have a "grace period" of the number of calendar days listed next to each prohibited activity grouping below. The grace period will begin as of the date of direct contact or receipt of the certified letter.¹ If the prohibited activity cannot be rectified or ceased within the grace period the property owner must provide a plan acceptable to the Board² for rectifying or ceasing the prohibited activity within a reasonable time period³. If the prohibited activity is rectified or ceases or an acceptable plan is submitted to the Board within the grace period no fine will be assessed. Otherwise, the fine will be imposed upon expiration of the grace period.

- Erecting or placing structures or buildings of a temporary character including but not limited to any tent, shack or play fort/teepee made of tree trunks or limbs within the subdivision. The grace period is fifteen (15) calendar days.
- Storing, except in the garage, all boats, snowmobiles, ATVs, snowplows, campers, and any other such vehicles and hauling trailers. The grace period is five (5) calendar days.
- Parking or storing motor/mobile homes, house/travel trailers or any other outsized machinery and equipment within the subdivision except for a reasonable time not to exceed 48 hours to load or unload a motor home or travel trailer. The grace period is five (5) calendar days.

¹ If the property owner refuses to sign for the certified letter the date of refusal will be the beginning date for the grace period.

² The property owner is strongly encouraged to work with the Board or its representative during the grace period to have a plan that is acceptable to the Board upon submission.

³ If the prohibited activity or violation is not rectified or ceased within the plan's time period the imposition of the fine will be retroactive to the expiration date of the original grace period unless an extension is granted by the Board due to a delay(s) beyond the control of the property owner.

- Erecting or placing signs, not approved by the Design Review Board. The grace period is fifteen (15) calendar days.
- Exterior of property, including landscaping, yard ornaments, exterior appearance of structure not in compliance with the approved Design Plan approved by the DRC. The grace period is thirty (30) calendar days.
- Uncontrolled noxious weeds. The grace period is fifteen (15) calendar days.
- Yard Sales. The grace period is zero (0) calendar days. This activity must stop upon notice.

Periodically a lot survey will be conducted to identify standing dead, snapped, and leaning (in eminent danger of falling) trees, fallen or cut trees, and large slash piles on property owners' lots. All these trees and large slash piles must be removed by a specific date determined by the Board. Failure to comply with the deadline date set by the Board may result in the owner being fined as follows:

- Unless there is prior written approval by the Board, a fine of \$100.00 per unit (i.e., each standing dead/snapped/leaning tree, each fallen or cut tree, and each large slash pile) and a \$50.00 administrative fee will be assessed. The property owner will have a 30 calendar day "grace period" to remove the trees and slash piles. The grace period will begin as of the date of direct contact by telephone, email, or in person with the property owner by a Board member or representative of the Board or to the date of receipt of the certified letter sent by the Board or its representative⁴ requiring the removal of the trees and slash piles. If the removal of the trees and slash piles cannot be completed within the grace period, the property owner must provide a plan acceptable to the Board⁵ for having the trees and slash piles removed within a reasonable time period⁶. If the trees and slash piles are removed or an acceptable plan is submitted to the Board within the grace period no fine will be assessed. Otherwise, the fine and fee will be imposed upon expiration of the grace period. The fine and fee will be assessed ever three months until the trees and slash piles are removed.

If assessed fines and fees are not paid within thirty (30) days of their imposition, the Association will file a lien on the violator's property for the amount of the fines and fees. All costs associated with the filing of the lien will also be assessed to the property owner.

⁴ If the property owner refuses to sign for the certified letter the date of refusal will be the beginning date for the grace period.

⁵ The property owner is strongly encouraged to work with the Board or its representative during the grace period to have a plan that is acceptable to the Board upon submission.

⁶ If the trees and slash piles are not removed within the plan's time period the imposition of the fine will be retroactive to the expiration date of the original grace period unless an extension is granted by the Board due to a delay(s) beyond the control of the property owner.