

ARCHITECTURAL ENFORCEMENT AND APPEAL PROCESS  
of the Architectural Guidelines and Standards of the Association

This process shall apply to a decision of the Architectural Department or Committee when citing a violation of the Architectural Guidelines and Standards – Use Restrictions and/or and violations of the Architectural portions of the Declaration. This process does not apply to denials under the application process for construction, modifications or variances.

1. Hearing and Sanction Procedure.<sup>1</sup> The Association shall not impose a sanction or suspend voting rights of a member for violations of Architectural Guidelines and Standards unless and until the following procedure is followed.

2. First Notice. Written demand to cease and desist from an alleged violation shall be sent to the member, specifying:

- (a) The nature of the violation;
- (b) The action required to abate the violation;
- (c) That a sanction of \$30.00 to be imposed on the 30th day after the First Notice, plus \$1 per day thereafter that the violation continues, or for a substantially similar violation within twelve months;
- (d) That member privileges will be suspended if the violation continues for more than 30 days;
- (e) A time period allowed for correction of the violation without sanction. If such violation is a continuing one, a statement that any further violation of the same rule may result in the imposition of sanctions; and
- (f) Notice of the opportunity to request a hearing before the Architectural Appeal Committee to produce any statement, evidence, and witness on the members' behalf.

3. Second Notice. If the violation continues, or if a substantially similar violation occurs at any time within twelve months of the First Notice, a Second written notice shall be sent to the member. The Second Notice shall contain:

- (a) Indication that it is the Second Notice of violation;
- (b) The nature of the violation and the actions required to abate the violation;
- (c) That a sanction of \$30.00 will be imposed on the 30th day after the First Notice, plus \$1 per day thereafter that the violation continues, or for a substantially similar violation within twelve months of the First Notice;
- (d) That member privileges will be suspended if the violation continues for more than 30 days; and
- (e) Notice of the opportunity to request a hearing to be held by the Architectural Appeal Committee to produce any statement, evidence, and witness on the members' behalf

4. Third Notice. If the violation continues, or if a substantially similar violation occurs at any time within twelve months of the Second Notice, a Third Notice shall be sent to the member. The Third Notice shall contain:

- (a) Indication that it is the Third Notice of violation;

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<sup>1</sup> These procedures do not apply to violations for non-payment of dues, charges and assessments, nor to violations of LFPOA Ground Rules. These procedures apply only to Architectural Guidelines and Standards – Use Restrictions and violations of the Architectural portions of the Declaration.

- (b) The nature of the violation and the actions required to abate the violation;
- (c) That the sanction of \$30.00 is thereby imposed on the 30th day after the First Notice, plus \$1 per day thereafter that the violation continues, or for a substantially similar violation within twelve months of the First Notice;
- (e) That member privileges have been suspended and will remain so until the violation is corrected and the correction approved by the Association; and
- (f) Notice of the opportunity to request a hearing to be held by the Architectural Appeal Committee to produce any statement, evidence, and witness on the members' behalf

5. Notice Timing. All three notices under paragraphs 2, 3 and 4 shall be sent within thirty days of the First Notice, or within a reasonable time thereafter. However, if the Notice of violation is sent because there is a violation that is substantially similar to a violation at any time within twelve months, the time for completing the Notice process shall be deemed a continuation of the earlier process and the time adjusted accordingly.

6. Service of Notice. All notice by the Association under this procedure shall be deemed delivered by placing the same in the United States, first class postage prepaid, to the last known address of the member, or by email to the last known email address of the member, as recorded in the records of the Association. The member is responsible for providing the Association with the member's correct address and email address.

7. Sanctions. The term "sanctions" as used herein, shall mean to include the imposition of reasonable monetary fees or charges, suspension of the right to vote and/or the right to use the Common Area, together with interest, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, for architectural violations. The sanctions referenced in this process shall begin accruing immediately upon the date of the First Notice but will be held in abeyance as indicated herein. If the Member requests a hearing, the sanction shall be held in abeyance until the Architectural Appeal Board renders its decision. If the Architectural Appeal Board determines the violation existed at the relevant time and the Architectural Committee, or its delegate, gave proper notice of violation to the member under this procedure, it shall uphold the sanction beginning at the time of the First Notice.

8. Sanction Schedule. The following shall apply for Architectural covenant violations: a charge of \$30.00 shall be imposed on the 30<sup>th</sup> day after the First Notice of violation. If the violation continues, additional charges of \$1.00 per day shall accrue until the violation is corrected. Suspension of member privileges, including the right to vote and/or the right to use the Common Area, shall continue during the same time.

9. Report of Correction. If a member that has been cited for a violation corrects the issue, the burden is upon the member to notify the Association of the corrective action in order for the sanctions to end.

10. Extension. Nothing herein shall prevent the Association and the member agreeing to allow the member additional time to correct a violation under the following circumstances:

- (a) The member requests additional time.
- (b) Circumstances warrant, in the discretion of the Association, that the member is making a good faith effort to remedy the violation and a short delay will serve the intent of bringing the property into compliance.
- (c) To be valid, the allowance of additional time must be made in writing (or email) by the Association. A verbal allowance shall be void and of no effect.

11. Architectural Appeal Board. The Architectural Appeal Board ("AAB") shall consist of three members appointed by the Board of Directors. A majority of AAB members shall constitute a quorum for any meeting. Notice of a meeting shall be provided to all members of the AAB by the Chairman of the AAB, who shall be appointed by the Board of Directors. A member of the AAB may be removed by the Board of Directors for cause if the AAB neglects his/her duty or fails to recuse himself or herself when a conflict of interest arises.

12. Hearing. If a hearing is requested, it shall be held affording the Member a reasonable opportunity to be heard. A notice stating time and place of the hearing must be sent not less than ten (10) days prior to the scheduled date of the hearing. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting of the Architectural Appeal Board. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting of the Architectural Appeal Board. The minutes of the meeting shall contain a written statement of the results of the hearing and the recommended sanction, if any. These minutes shall be provided to both the Board, the LFPOA office, and the affected Member. The AAB shall decide the issue as quickly as reasonably possible, but in no event shall the time for a decision exceed 30 days from the date the member requested the hearing.

13. Terms. Members of the AAB shall serve two-year terms based on calendar years. However, the initial AAB members shall be appointed to three, two and one-year terms, respectively, to provide for continuity, after which each term shall be two years. Any vacancies that occur shall be filled by the Board of Directors and the newly appointed member shall fulfill the term of the departed member.

14. Legal Referral. If the violation continues for forty-five (45) days or more after the Third Notice, the violation shall be turned over to the Association's attorney for further action. The member shall be responsible for reasonable attorney's fees, expenses, and court costs, including appellate attorney's fees and expenses, for those incurred by the Association for architectural violations and/or architectural enforcement.

Approved by the Board of Directors this the 11<sup>th</sup> day of April, 2019.

Lake Forest Property Owners Association, Inc.

By:   
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President

Attest:

  
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Secretary