

## **Wilderun Homeowner's Association Fine Schedule**

Effective August 15, 2022

### **First Notice (Warning)**

- A written notice of the violation will be mailed to the Homeowner and/or Tenant. [6]
- Thirteen calendar days (from the date printed on the notice) will be allotted to correct the violation. [1]

### **Second Notice (\$50.00 Fine)**

- Written notice of the continued or repeated violation will be mailed to the Homeowner and/or Tenant.
- A \$50.00 fine will be levied to the Homeowner, plus the specific costs associated with this notice (admin fees), charged to Wilderun Homeowner's Association as a result of this violation/notice. [2]
- Thirteen calendar days (from the date printed on the notice) will be allotted to correct the violation. [1]

### **Third Notice (\$150.00 Fine)**

- Written notice of the continued or repeated violation will be mailed to the Homeowner and/or Tenant.
- A \$150.00 fine will be levied to the Homeowner, plus the specific costs associated with this notice (admin fees), charged to Wilderun Homeowner's Association as a result of this violation/notice. [2]
- Thirteen calendar days (from the date printed on the notice) will be allotted to correct the violation. [1]

### **Fourth Notice (\$300.00 Fine & Warning of Intent to Lien)**

- Written notice of the continued or repeated violation will be mailed to the Homeowner and/or Tenant and include a warning of Intent to Lien.
- A \$300.00 fine will be levied to the Homeowner, plus the specific costs associated with this notice (admin fees), charged to Wilderun Homeowner's Association as a result of this violation/notice. [2]
- Thirteen calendar days (from the date printed on the notice) will be allotted to correct the violation. [1]

### **Fifth/Final Notice (\$500.00 Fine & Intent to Lien)**

- Written notice of the continued or repeated violation will be mailed to the Homeowner and/or Tenant.
- A \$500.00 fine will be levied to the Homeowner, plus the specific costs associated with this notice (admin fees), charged to Wilderun Homeowner's Association as a result of this violation/notice.
- Thirteen calendar days (from the date printed on the notice) will be allotted to correct the violation. [1]
- An Intent to Lien letter will be mailed to the Homeowner. If the Homeowner does not correct the violation(s) and pays the balance in full within the allotted time, a lien will be placed on the home without further notice. [3] [4] [5]
- A \$100.00 fine plus Administrative Fees will be levied to the Homeowner every 30 days thereafter until the violation(s) listed have been corrected. [2]
- The Wilderun Homeowner's Association shall reserve the right to pursue any remedies within the Declarations, Rules, Regulations, and State Law. [3] [4]

## **Declaration of Covenants**

**Section 5.6 - Lien for Assessments:** All sums assessed against any Lot pursuant to this Amended Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association.

**Section 5.7 - Effect of Nonpayment of Assessments; Remedies of the Association:** Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include an additional lien service fee in an amount as the Board may determine from time to time, interest set by the Board from time to time, not to exceed the maximum rate permitted by law (but not to exceed eighteen percent (18%) per annum) on the principal amount due, all later charges from the date first due and payable, all costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law.

**Section 5.7.1** - In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Homeowner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Homeowner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

**Section 5.7.2** - All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

***To print/download original copies of the Wilderun Homeowner's Association Governing Documents, please log into your account at: [www.WilderunHOA.org](http://www.WilderunHOA.org)***

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**[1]** Homeowner and/or Tenant shall be responsible for contacting the management company before the due date listed on the violation notice and furnish evidence that the violation(s) listed have been corrected. The following acceptable evidence includes but is not limited to Photos/Videos or a paid invoice outlining the work that has been completed. Failure to respond by the due date will result in additional fines assessed.

**[2]** Management company assesses Administrative Costs/Fees to be paid by the Homeowner.

**[3]** Failure to sign for certified letters will not void any Liens, Fees, or Fines assessed.

**[4]** See Declaration of Covenants above.

**[5]** All associated Lien costs/fees will be levied to the Homeowner.

**[6]** The First Notice serves as a warning, so that you will have an opportunity to correct the problem before further action is taken by the Board. A second or subsequent Notice will be sent if the violation continues or reoccurs, and fines will be imposed after the Second Notice unless an Opportunity to be Heard is requested. If an Opportunity to be Heard regarding the violation is requested, a hearing will be held and the Hearing Panel will make a recommendation to the Board regarding what action to take, including imposition of a fine based on the previously published schedule.