

# HUNTERS GLEN ENFORCEMENT PROCEDURES & PENALTIES

## DEFINITION

“Community Documents” as defined by State of Louisiana Revised Statutes 9:1141.2(3), means the articles of incorporation, bylaws, plat, declarations, covenants, conditions, restrictions, rules and regulations, or other written instruments, including any amendment thereto, by which the association has the authority to exercise any of its powers to manage, maintain, or otherwise affect the association property or which otherwise govern the use of association property.

## GOVERNING AUTHORITY

- “The right of the Association, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, and  
The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to prevent unsightly accumulations, and the like from remaining on the property of any member, in violation of these restrictions...” **[HGPOA Covenants, Article VII, Subsections (a)(b)]**
- “To enforce, by legal means, the provisions of the Restrictions and Covenants, these Articles, the By-Laws of the Associations, and the rules and regulations for the use of Subdivision Property.  
To contract for the management of the Subdivision and to delegate to the manager all the powers and duties of the Association except those powers and duties which were specifically required by the Restrictions and Covenants to be approved by the Board of Directors of the members of the Association” **[HGPOA Articles of Incorporation, Article IV, B.(7) & (8)]**

## ENFORCEMENT PROCEDURES

- The Property Management Company may be given the authority by the Hunters Glen Property Owners Association (HGPOA) Board of Directors (BOD) to issue violation letters and assess applicable fines/penalties, etc. in accordance with the Community Documents.
- The Property Management Company may conduct routine inspections from areas they are lawfully allowed (e.g., streets, greenspaces, pond area, servitudes, lots of property owners’ providing authorization). The Property Management Company may also review complaint affidavits from property owners for violation letter issuance.
- A complaint may be initiated by any property owner, upon filing an affidavit against a property owner, alleging a violation of any of the Association’s Community Documents.
- Fair, reasonable, and consistent application of enforcement is required by the Association with the goal of compliance. Violation letters, without an assessed monetary fine, may be applicable and aid property owners to knowledge and awareness of matters. Repeated or subsequent offenses may warrant an applicable fine, penalties, liens and/or legal actions.

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- An alleged offender may receive a violation letter detailing the specific offense and quoting the applicable Community Documents. The alleged offender will have thirty (30) days to provide a written contesting response to the violation letter. Failure to respond will be considered as “No Contest” of guilt of the offense and may be assessed the applicable warning, fine, penalty, liens, suspensions, and/or legal actions.
- If an offense is contested, HGPOA BOD shall review the original complaint and alleged offender’s contested response within thirty (30) days of receipt to make a determination by way of majority of the BOD.
- The HGPOA BOD’s determination choices of contested offenses will be:
  - 1) Not Liable
  - 2) Liable (no assessed monetary fine)
  - 3) Liable
- If a property owner is liable and assessed a fine, the property owner will pay the fine within thirty (30) days. Offending property owners who fail to pay assessed monetary fine within thirty (30) days may lose voting privileges, use of the Recreational Facilities/Pool, and shall incur a debt obligation of the lot and the owner(s) of the lot against which it is levied. Any lot owners’ delinquencies shall bear interest at the rate of twelve (12%) percent per annum.

### MONETARY FINES, SUSPENSION OF PRIVILEGES, PENALTIES OF NON-PAYMENT

- “Should the property Owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter then the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good condition and in compliance with these restrictions.” **[Covenants, Article VIII, Subsection iv]**
- “The right of the Association to suspend the voting rights of any member, for any period during which any assessment made by the association remains unpaid and for any period not to exceed thirty (30) days for an infraction of any of the published rules and regulations of the Association or these restrictions.” **[Covenants, Article VII, Subsections (a)(b)]**
- “The non-payment of recreational facility assessments will result in suspension of use of the facility..” **[Covenants, Article V, Fourth Paragraph]**
- “The non-payment of recreational facility assessments will result....the right of the Association....to pursue legal recourse to collect the dues. This recourse may include the filing of lien in such amount against any and all property in the subdivision owned by the non-paying member. Further, dues not paid within fifteen (15) days of the due date will bear interest at the rate of twelve (12%) per cent per annum, just as other association dues/assessments do, as specified in the restrictions. In short, all rights to pursue the non—payment of such assessments are reserved.” **[Covenants, Article V, Fourth Paragraph]**

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- “Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Association may fix, with a fifty one (51%) percent vote based on all members. **[Covenants, Article VIII, Subsection 1.]**
  
- “Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the LA. R.S. 9:1145, et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable legal fees and court costs.” **[Covenants, Article VIII, Subsection 2.]**
  
- “The Association may post a list of members who are delinquent in the-payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.” **[Covenants, Article VIII, Subsection 1.]**

### MONETARY FINES NOT DEFINED BY COVENANTS

When the Covenants, Articles of Incorporation, or By-Laws are silent on a punitive recourse, and the matter at hand was not afforded a written warning, all other determined “Non-Contested” or “Liabe” violations will be subject to the following fine schedule:

1 <sup>st</sup> offense violation	\$50.00
2 <sup>nd</sup> offense violation	\$100.00
Subsequent violations	\$200.00

Fines assessed are in addition to any other damages caused by HG Resident(s) and their guests.

Violation(s) of the Community Documents may also result in the suspension of access and use to the Recreational Facility/Pool areas.

### ARBITRATION

As afforded by the By-Laws in Article 8, any aggrieved lot owner may elect arbitration but could ultimately bear all its costs.