

**Tottenham Singh Condominium**  
PO Box 87425  
Canton, MI 48187  
Email: TottenhamHOA@gmail.com

## RESTRICTION ENFORCEMENT POLICY

Approved by the Tottenham Board of Directors on June 9, 2026, this Restriction Enforcement Policy is hereby adopted and takes effect immediately.

The violation by any Co-owner, occupant, or guest of the Association Documents, including any Rules and Regulations, is grounds for assessment by the Association, acting through its Board, of monetary fines against the Co-owner. Such Co-owner is deemed responsible for such violations, whether they occur as a result of their personal actions or the actions of their family, guests, tenants, or any other person admitted through such Co-owner to the Association.

Note: Any restriction listed in the bylaws that is also covered by a Canton Township ordinance may be enforced by Canton Township.

Upon any such violation being alleged by the Board, the following procedures will be followed:

1. **Notice:** Notice of the violation, including the Condominium Document provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, must be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.
2. **Hearing:** Per Article XXI, Section 2(b) of the Association’s Bylaws, the Co-owner shall have an opportunity to appear before the Association’s Board of Directors to offer evidence in defense of the alleged violation. Your opportunity to appear before the Board shall be at the next scheduled Board meeting or shall be scheduled no less than (10) days from the date of the Notice. Prior to the hearing, the Co-owner shall present to the Board of Directors at the postal or email address listed above, the Co-owner’s intention to correct the violation(s). The Co-owner’s submission shall include the anticipated timeframe for correction.
3. **Default:** Failure to respond to the Notice of Violation shall constitute a default.
4. **Hearing and Decision:** Upon appearance by the Co-owner before the Board and presentation of evidence or a defense, or, in the event the Co-owner default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board’s decision is final.
5. **Fines:** Upon violation of the Association Condominium Documents and the decision of the Board as described in Section 2 above, the following fines may be levied:

First Violation	No fine shall be levied (written notice)
-----------------	------------------------------------------

Second Violation	Fifty Dollars (\$50.00)
Third Violation	One Hundred Dollars (\$100.00)
Fourth and All Subsequent Violations	Two Hundred Fifty Dollars (\$250.00)

The violation number (i.e., First, Second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Association Documents and is not based upon time or violations of different provisions.

6. **Collection:** The fines levied pursuant to Item 5 above shall be assessed against the Co-owner and shall be due and payable on the first of the next following month.
7. **Failure to pay:** Failure to pay the assessed fine(s) will subject the Co-owner to all liabilities as set forth in the Association's Condominium Documents, including all enforcement remedies in Article II and Article XXI of the Association's Bylaws in addition to this Restrictions Enforcement Policy, including Section 8 below and Assessment Collection Policy. Failure to correct the violation(s) and/or failure to pay an assessed fine shall result in the Co-owner's account being turned over to the Association's attorney.
8. **Collection Process:**
  - 8.1 If payment is not received by the required due date **Collection Letter** will be sent informing the unit owner that full payment must be received by 10 days of the date of the letter or incur further collection action. A **Collection Letter** fee of \$10 may be assessed to the homeowner's account.
  - 8.2 Once an account is 60 days past due, the BOD will send a **Notice to Lien** letter to the homeowner via certified and first-class mail indicating that payment must be received by 10 days of the date of the letter, or the account will be sent to the HOA's Attorney for collection. A Notice to Lien Letter collection fee of \$85 may be assessed to the homeowner's account.
  - 8.3 If the account is sent to the HOA's attorney, the homeowner is responsible for all legal fees and collection costs incurred. Monthly simple interest of 7% will be assessed until paid in full.
  - 8.4 The HOA is obligated to pay the HOA's attorney for all legal fees and collection costs, which will be recovered when collected from the homeowner.
  - 8.5 The HOA's legal counsel will send an initial **Demand for Payment Letter** as required by Federal law. The homeowner will be required to pay the entire amount of the delinquency, including all costs of collection and/or legal fees, within thirty (30) days. If full payment is not made within thirty (30) days, the attorney will send a **Notice of Intent to Lien**. If full payment is not made after sending a **Notice of Intent to Lien**, a **Claim of Lien** for the unpaid delinquency will be filed on behalf of the HOA.
  - 8.6 Should the BOD choose to use a legal process to file the **Claim of Lien**, all costs incurred, including attorney's fees, shall be the responsibility of the homeowner. **Claim of**

**Lein** costs include, without limitation: title search fees, service of process fees, recording fees, appraisal fees, photocopying fees, postage fees, service of process fees, and court filing fees.

8.7 All returned checks and bank charges, incurred in connection with efforts to collect any delinquency owed to the HOA, whether or not litigation commences, shall be treated as common expense assessments against the homeowner and shall be the homeowner's responsibility. The homeowner will be assessed a \$35 charge for returned checks, plus any bank charge to the HOA.

8.8 Payment proceeds received for a delinquent homeowner owner will be applied to the delinquent account in accordance with the HOA Documents and Applicable Law.

8.9 When a homeowner's account has been referred to legal counsel for collection:

8.9.1 All communications with, and payments by, the homeowner regarding the delinquency shall be made only to legal counsel.

8.9.2 The homeowner will not receive further communications from the HOA until the account is no longer with legal counsel. All balance requests must be directed to legal counsel.

8.9.3 If the HOA opts to use legal counsel, payments shall be made payable to legal counsel as Trustee.

8.9.4 A diligent effort will be made to forward any payment made directly to the HOA to legal counsel without being deposited by the HOA. In no way does acceptance of a partial payment on an account in collections suspend the collection process.

8.9.5 Checks with restrictive endorsements (accord and satisfaction) will be returned to the payer and not accepted.

8.9.6 All requests for a payment plan shall be submitted to legal counsel in writing. The BOD will NOT consider any verbal payment plan requests.

8.9.7 If the BOD approves a payment plan, all fees and costs incurred during the life of the plan remain the responsibility of the homeowner.

8.9.8 Partial payments will not suspend collection activity. All payment plans must be in writing and signed by the delinquent homeowner.

8.9.9 No Resale Certificate shall be issued when a homeowner is in collection until the balance of the delinquency, including outstanding costs and fees are paid in full and have been verified.

8.10 This policy is an addendum, and in addition to, all rights the HOA has under the laws of the State of Michigan, the Declaration, By-Laws, and Rules and Regulations, as amended.