



**MARSH HARBOUR AT KINGSLAND PROPERTY OWNERS ASSOCIATION, LTD.
POLICIES FOR ENFORCEMENT OF
THE DECLARATION OF COVENANTS AND RESTRICTIONS MARSH HARBOUR**

This policy outlines the procedures for dealing with violations to the Declaration of Covenants and Restrictions Marsh Harbour (the “Declaration”), Bylaws of Marsh Harbour at Kingsland Property Owners Association, Ltd. (the “Association”), and posted policies of the Association. It is the intent of the Association’s Board of Directors (the “Board”) to correct violations in a timely manner to preserve the beauty and property value of the members in the Association (the “Members”). At no time will this policy inflict undue hardship on Members or require corrective action beyond what is necessary to restore a Member’s property or the Common Area, as the term Common Area is defined in the Declaration, to their condition prior to the violation.

I. BOARD AUTHORITY & MEMBER RESPONSIBILITY

A. Board Authority: In accordance with Article IV, Section 6 of the Declaration, the Board shall have the power and authority to exercise all of the power and authority of the Association with respect to ownership, management and operation of the Common Areas, the enforcement of the Declaration, collection of assessments and performance of such other duties and provision of such services as the Board shall deem to be in the best interests of the Members. The Board shall also exercise its authority and responsibilities to discharge the duties of the Board as outlined in Section 4.4 of the Bylaws.

B. Member Responsibility: Every person who is, or becomes a record owner of any Lot subject to the Declaration is a Member of the Association and is subject to the provisions of the Declaration, Bylaws and policies of the Association. Owners of such Lots are also responsible for ensuring their tenants, invitees, guests, occupants and children comply with the governing documents of the Association. In the event of violations by tenants, invitees, guests, occupants and children who are not Members of the Association the owner of the Lot will be notified and held responsible.

II. ASSESSMENTS

A. Purpose: The Board has a fiduciary duty to the Members to collect assessments and properly handle the Association's financial affairs. To comply with this mandate, the Board relies on the timely payment of assessments. If owners fail to pay lawfully imposed assessments as required, the Board must take action to secure payment from these delinquent owners. This document outlines a comprehensive collections strategy that incorporates all resources available to the Association to effectively deal with this matter.

Under the Association's governing documents, the Declaration and the Association's Bylaws, owners have the obligation to pay lawfully imposed assessments. The Georgia Property Owner's Association Act supports this obligation. Georgia law requires the timely payment of assessments. If an owner becomes delinquent, the Board has the obligation to move expediently towards legal action in order to secure funds owed to the Association from the delinquent owner.

B. Waiver: It is the Association's policy not to waive the annual assessments for any reason.

C. Payment: An assessment notice is sent to all Members in December for the upcoming year's assessments. Included in the notice is a payment selection card for Members to designate a payment option. Currently the Board allows members three options for payment of assessments. However, for 2020 there will be only two (2) payment options. They will be annually and semi-annually. Beginning in 2021, payment options will be discontinued and payment selection cards will no longer be included with annual assessment notices.

1. **Annual:** Payment of the assessment amount in full by January 31.
2. **Semi-Annual:** Payment of one-half of the assessment by January 31; Payment of the remaining balance by July 31. (This option will be discontinued for 2021.)

D. Failure to Pay: Failure of a Member to pay assessments will result in the Board taking the following action:

1. **Second Assessment Notice:** Once assessments are more than 14 days past due, the Board will send a second assessment notice. At that time, the Board will impose a 10% late fee on the amount due plus interest of 10% per annum on the outstanding balance of the assessment and the imposed late fee.
2. **Demand Letter and Filing of Lien:** Once assessments are more than 30 days past due, the Board will issue a formal demand letter for payment. Included with the demand letter will be a copy of a lien filed or to be filed with the Clerk of Superior Court of Camden County. The Board may enlist the services of an attorney to send the demand

letter and file the lien. The Member will be responsible for payment of all outstanding assessments, late fee, interest, and other costs of collection, including lien fees and attorney's fees.

3. Lawsuit: If the property owner makes no attempt to pay the assessment, late fee, interest and other costs of collection, including lien fees and attorneys' fees after receipt of the demand letter, the Board will file suit in the Magistrate Court of Camden County. This legal proceeding may result in a judgment against the Member and foreclosing on the lien and subsequent sale of the property to satisfy the debt. The Board may also enlist the services of a collection agency. The Member will be responsible for payment of all outstanding assessments, late fee, interest, and other costs of collection, including lien fees and attorney's fees.

III. OTHER COVENANTS AND RESTRICTIONS

A. Board's Intention: The Declaration, Bylaws, and policies of the Association include other provisions and requirements for Members in addition to the payment of annual assessments. The Board's intention is to initiate communication with Members to correct any violation of these covenants and restrictions appropriately and expediently before attorney involvement is required.

B. Violations: Violations are any act or occurrence contrary to the provisions and requirements outlined in the Declaration, Bylaws, or policies of the Association. Violations can range from minor infractions for issues such as lawn maintenance to significant issues such as unauthorized disturbance of wetlands or erecting structures without proper review and approval by the Board.

C. Sanctions for Violations: The Board may impose sanctions against a Member for an ongoing violation. Sanctions can include restricting a Member's access and use of any Common Area.

D. Resolution of Violations: The Board will take the following steps to resolve and correct any violation:

1. First Demand Letter: Upon learning of a violation, the Board will send a demand letter to the Member indicating what corrective action needs to be addressed. The Member has 15 days to take corrective action from the date of mailing of letter by First Class Mail.
2. Second Demand Letter: After 15 days from date of mailing the first demand letter, the Board will send a second demand letter to the Member. This mailing may include photographs for property owner to illustrate corrective action needed be addressed. The Member has 15 days to take corrective action from either the date of signature of Certified Mail receipt or from the date of mailing of letter by First Class Mail.

3. Attorney Demand Letter: After 30 days, an attorney will send a demand letter. The Member will have 15 days to take corrective action from either the date of signature of Certified Mail receipt or from the date of mailing of letter by First Class Mail. The Member may be liable for any attorney's fees incurred by the Board.
4. Lawsuit: After 45 days, the Board may commit to a lawsuit to enjoin the violation. The Member may be liable for any attorney's fees or court costs incurred by the Board.

MHPOA BOD adopted on this 15th day of October 2019 at Board Meeting.

Original signed

President

Original signed

Vice President

Original signed

Treasurer

Original signed

Secretary

Supersedes [*Policies on Assessments and Collections*](#) dated 5/19/2015, and
[*Policy on Violations of Association Governing Documents*](#) dated 6/16/2015