

**Sterling Hills Townhome Association**  
**Covenant Enforcement Policy and Procedure**

As Officers of the Board of Directors in a covenant protected community, we recognize the real and perceived value of our community centers around reasonable and consistent property standards. We further recognize a very important part of the consideration prospective property owners make when selecting a community in which to live and invest in, is the condition, quality and curb appeal of the community they are considering.

To standardize the quality and level of maintenance and care afforded a community, the original community developer established declarations of covenants. As a community, we supplement those declarations of covenants with more specific standards of care and behavior with rules, regulations, policies and guidelines.

In a perfect world, owners would fully and timely comply with all the requirements and responsibilities necessary in our community. We understand, realistically, covenants and other standards of behavior are necessary for those few individuals who choose not to conform to and comply with the documents those individuals originally agreed to abide by.

Enforcement action and monetary penalties are sometimes necessary to garner cooperation and follow through from owners who choose to violate the laws of our community. Inaction regarding violations of our governing documents can lead to conditions that cost all owners far more than the reasonable fines and penalties the Association may consider.

Based upon these very important circumstances, we agree to approve the following enforcement policy for violations of our Restrictive Covenants, rules, regulations, policies and guidelines.

**1. GENERAL**

- 1.1 Failure to notify or enforce the Restrictive Covenants, rules, regulations, policies or guidelines will not be deemed a waiver of any of the Restrictive Covenants, rules, regulations, policies, or guidelines
- 1.2 All of the Restrictive Covenants, rules, regulations, policies, and guidelines are severable, and if one or more are found to be invalid, all others will remain in full force and effect.
- 1.3 Any non-compliance with the Restrictive Covenants, rules, regulations, policies, or guidelines by any owner, resident or guest will be the responsibility of the Association member.

## **2. COMPLAINT**

- 2.1 Complaints by members or residents shall be in writing and submitted to the Board of Directors. The complaining member or resident shall have observed the alleged violation and shall identify the complaint, the alleged violator, if known and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violation, date the violation was observed and any other pertinent information. Non-written complaints or complaints failing to include any of the information required by this provision may not be investigated or prosecuted at the discretion of the Association.
- 2.2 Upon receipt of the complaint by the Association, if additional information is needed, the complaint may be returned to the complainant or may be investigated further by the Board of Directors, its designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.
- 2.3 If a violation is found to exist, a warning letter shall be sent to the violator explaining the nature of the violation. The member will have 14 days from the date of the letter to come into compliance. When a violation constitutes a material or immediate threat to the safety or welfare of persons or property, the Board of Directors may require the member take immediate action to correct the violation or the Board of Directors may correct such action and assess the costs to the member.
- 2.4 If the member does not come into compliance within 14 days of the first warning letter, such noncompliance shall constitute a second violation subjecting the member to potential assessment of a fine.
- 2.5 Upon a second violation, a second letter shall be sent to the member, notifying the member that they are entitled to a hearing on the merits of the matter provided member requests such hearing in writing within 14 days of the date on the second violation letter. The second letter shall be sent by certified mail, return receipt requested, at the member's expense. As stated in Sections 4 and 5 of this Resolution, all costs related to enforcement shall be charged to the member's homeowner's assessment account.
- 2.6 At the beginning of each hearing, the presiding officer of the Board of Directors shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or their designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. The Complainant, the alleged violator, and the member are not required to be in attendance at the hearing. The Board of Directors shall base its decision solely on the matters set forth in the complaint, results of any investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all association members. After all testimony and other evidence has been presented at a hearing, the Board of Directors shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if so determined. A decision, either a finding for or against the member, shall be by a majority of the members of the Board of Directors present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for re-hearing or invalidate any fine assessed.
- 2.7 If a member fails to request a hearing, the member is deemed to have waived their right to a hearing and the Board of Directors may proceed to impose a fine for the violation.

2.8 The member may request a re-hearing of the matter by written notice to the Board of Directors of within 7 days of issuance of the Board of Director's decision. Such request shall state the basis justifying a re-hearing and shall be granted at the sole discretion of the Board of Directors.

### **3. ENFORCEMENT**

3.1 The Board of Directors may contact law enforcement authorities, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board of Directors from pursuing any enforcement action.

3.2 It shall be the general policy of the Association to issue fines only after giving the member opportunity to correct the violation and a hearing prior to assessing the fine. The Board of Directors may impose a fine in addition to taking any other legal action it deems necessary to enforce the Restrictive Covenants, rules, regulations, policies, and guidelines of the Association.

### **4. FINES AND SANCTIONS**

4.1 Any fine shall be a personal obligation of the member and may be recorded against the property creating a lien against the property, which may be foreclosed. The Board may notify any lender or credit agency of such obligation and lien.

4.2 For all violations, other than immediate towing of vehicles or Recreational Vehicles(as defined by Lincoln Municipal Code) stored in violation of the Restrictive Covenants or the Association's rules, the fine for a first violation of the Restrictive Covenants, rules, regulations, policies or guidelines shall not exceed \$50.00. The fine for a second offense of the same nature shall not exceed \$100.00. Subsequent fines for similar offenses shall not exceed \$100.00 except, the Board of Directors may, in its sole discretion, assess a greater fine. The fine for storage of vehicles, recreational vehicles, or personal property in violation of the Restrictive Covenants or the rules shall be a minimum of \$10.00 per day. Fines assessed against a member shall be treated and billed as a special assessment to such member. They shall be a personal obligation of the member and, when filed for record, a lien on such member's property.

4.3 In all instances, the imposition of an amount less than the maximum possible fine will not preclude the Board of Directors from imposing the maximum fine allowable under this section for subsequent offenses.

### **5. RECOVERY OF EXPENSES AND ATTORNEY FEES**

5.1 In any court action or other proceedings to enforce or defend the Restrictive Covenants, rules, regulations, policies or guidelines or otherwise to address a violation, the Board of Directors shall be entitled to assess and recover its expenses, including reimbursement for expenses as well as attorney fees and costs against the member, the alleged violator and/or other party in addition to all other rights and remedies.

### **6. DEVIATIONS**

6.1 The Board of Directors may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

**7. AMENDMENT**

7.1 This policy may be modified by the majority approval of the Sterling Hills Townhome Association Board of Directors. Said approval would require a meeting of the Board of Directors, open to all members of the Association to discuss the modifications.

The undersigned, being the President of Sterling Hills Townhome Association, a Nebraska nonprofit corporation, certifies that the foregoing resolution was approved and adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors of the Association on SEPTEMBER 12, 2020 and in witness thereof, the undersigned has subscribed their name.

**Sterling Hills Townhome Association, A Nebraska nonprofit corporation, by:**

President: 

Date: 09/12/2020

Attest: Paula Davis

Date: 9-12-2020

**Sterling Hills Townhome Association**

**COVENANT AND POLICY VIOLATION COMPLAINT FORM**

Please fill out the entire form and mail to: Sterling Hills Townhome Association  
5241 X Street  
Lincoln, NE 68504

**CONTACT INFORMATION FOR ASSOCIATION MEMBER FILING COMPLAINT:**

Complaint may be filed by Association members only. Failure to provide contact information may render complaint invalid.

Date complaint filed: \_\_\_\_\_

Name of member filing complaint: \_\_\_\_\_

Address of member filing complaint: \_\_\_\_\_

Phone number of member filing complaint: \_\_\_\_\_

Signature: \_\_\_\_\_

**COMPLAINT:**

As an owner of property within the association listed above, I do swear and confirm that I did witness the following event(s) or occurrence(s) which I consider to be a violation of the Declarations of Covenants, and/or Policy Guidelines of the Association and I have reviewed said Covenants and/or Policy Guidelines to determine the event or occurrence is prohibited.

Address of alleged violation: \_\_\_\_\_

Photos or other documentation included with this complaint. YES \_\_\_\_\_ NO \_\_\_\_\_

Covenant that you believe is being violated and nature of alleged violation:

Please keep a copy of this complaint for your records, as you will not be provided copies by our office. You will not be contacted in response to this complaint unless further communication is required for enforcement.

Complaint remains anonymous except in the following conditions: Person request hearing with Board to object to complaint or alleged violator pursues legal action against the Association.