

LAKE FOREST PROPERTY OWNERS ASSOCIATION, INC.
ARCHITECTURAL ENFORCEMENT AND APPEAL PROCESS
of the Architectural Guidelines and Standards of the Association
(2022)

This process shall apply to a decision of the Architectural Department when citing a violation of the Architectural Guidelines and Standards – Use Restrictions and/or and violations of the Architectural portions of the Declaration. This process does not apply to denials under the application process for construction, modifications, or variances.

Sanction and Hearing Procedure.¹ The Association shall not impose sanctions, suspend voting rights of a member and/or the right to use the Common Area for violations of Architectural Guidelines and Standards unless and until the following procedures are followed.²

A. General Architectural Violations

For General Architectural type violations, except for Parking type violations, the following shall apply:

1. First Notice to Member. Written demand to cease and desist from an alleged violation shall be sent to the member, specifying:

- (a) The nature of the violation;
- (b) The action required to abate the violation;
- (c) That a sanction of \$30.00 to be imposed on the 30th day after the First Notice, plus \$1 per day thereafter that the violation continues, or for a substantially similar violation within twelve months;
- (d) That member privileges will be suspended if the violation continues for more than 30 days;
- (e) The time allowed for correction of the violation without sanction. If such violation is a continuing one, a statement that any further violation of the same rule may result in the imposition of sanctions; and
- (f) Notice of the opportunity to request a hearing before the Architectural Committee (“ARC”) to produce any statement, evidence, and witness on the members’ behalf.

2. Second Notice. If the violation continues, or if a substantially similar violation occurs at any time within twelve months of the First Notice, a Second written notice shall be sent to the member. The Second Notice shall contain or state:

- (a) An indication that it is the Second Notice of violation;
- (b) The nature of the violation and the actions required to abate the violation;
- (c) That a sanction of \$30.00 will be imposed on the 30th day after the First Notice, plus \$1 per day thereafter that the violation continues, or for a substantially similar violation within twelve months of the First Notice;

¹ These procedures do not apply to violations for non-payment of dues, charges, and assessments, nor to violations of LFPOA Ground Rules. These procedures apply only to Architectural Guidelines and Standards – Use Restrictions and violations of the Architectural portions of the Declaration.

² Nothing herein is meant to alter or amend the application of the LFPOA Bylaws, which shall control in the event of a conflict with the terms of this document.

- (d) That member privileges will be suspended if the violation continues for more than 30 days; and
- (e) Notice of the opportunity to request a hearing to be held by the ARC to produce any statement, evidence, and witness on the members' behalf

3. Third Notice. If the violation continues, or if a substantially similar violation occurs at any time within twelve months of the Second Notice, a Third Notice shall be sent to the member. The Third Notice shall contain or state:

- (a) An indication that it is the Third Notice of violation;
- (b) The nature of the violation and the actions required to abate the violation;
- (c) That the sanction of \$30.00 is thereby imposed on the 30th day after the First Notice, plus \$1 per day thereafter that the violation continues, or for a substantially similar violation within twelve months of the First Notice;
- (e) That member privileges have been suspended and will remain so until the violation is corrected, and the correction approved by the Association; and
- (f) Notice of the opportunity to request a hearing to be held by the ARC to produce any statement, evidence, and witness on the members' behalf

4. Notice Timing. All three notices under Section A, paragraphs 2, 3 and 4 shall be sent within thirty days of the First Notice, or within a reasonable time thereafter. However, if the Notice of violation is sent because there is a violation that is substantially similar to a violation at any time within twelve months, the time for completing the Notice process shall be deemed a continuation of the earlier process and the time adjusted accordingly.

5. Sanction Schedule. The following shall apply for Architectural covenant violations: a charge of \$30.00 shall be imposed on the 30th day after the First Notice of violation. If the violation continues, additional charges of \$1.00 per day shall accrue until the violation is corrected. Suspension of member privileges, including the right to vote and/or the right to use the Common Area, shall continue during the same time.

B. Parking Type Violations

For Architectural violations involving Parking type violations, the following shall apply:

6. First Notice to Member. Written demand to cease and desist from an alleged violation shall be sent to the member, specifying:

- (a) The nature of the Parking type violation;
- (b) That a sanction of \$50.00 will be imposed if an additional Parking violation occurs any time after 30 days from the First Notice;
- (c) That after the initial sanction, for each day that the Architectural Department identifies a substantially similar Parking violation within 24 months of the date of the First Notice, an additional sanction of \$10 per day will be imposed without further notice;
- (d) Notice that the member may request a "variance" by the ARC if there are extenuating circumstances and that notice of such request must be made immediately, in person or by telephone, by the member to the Architectural Director;
- (e) The proper Architectural Department contact information;
- (f) Notice of the opportunity to request a hearing before the ARC to produce any statement, evidence, and witness on the members' behalf; and

(g) That the member should contact the Architectural Director if the member/owner desires to modify the existing parking at the Lake Forest Lot and that all changes to existing parking require ARC approval.

7. Second Notice. If the violation continues, or if a substantially similar violation occurs at any time within twelve months of the First Notice, a Second written notice shall be sent to the member. The Second Notice shall contain or state:

- (a) An indication that it is the Second Notice of violation;
- (b) That a sanction of \$50.00 will be imposed if an additional Parking violation occurs any time after 30 days from the First Notice;
- (c) That after the initial sanction, for each day that the Architectural Department identifies a substantially similar Parking violation, an additional sanction of \$10 per day will be imposed without further notice; and
- (d) A copy of the First Notice that was sent to the member.

8. Third Notice. If the violation continues, or if a substantially similar violation occurs at any time within twelve months of the Second Notice, a Third Notice shall be sent to the member. The Third Notice shall contain or state:

- (a) Indication that it is the Third Notice of violation;
- (b) That a sanction of \$50.00 has been imposed;
- (c) That after the initial sanction, for each day that the Architectural Department identifies a substantially similar Parking violation, an additional sanction of \$10 per day will be imposed without further notice; and
- (d) A copy of the First Notice that was sent to the member.

9. Notice Timing. If a Notice of violation is sent because there is a violation that is substantially similar to a violation at any time within 24 months of the First Notice, the time for completing the Notice process shall be deemed a continuation of the earlier process and the time adjusted accordingly.

10. Sanction Schedule. The following shall apply for Architectural covenant violations: a charge of \$50.00 shall be imposed any time after on the 30th day after the First Notice of violation if the Parking violation occurs again. If the violation occurs again or continues, additional charges of \$10.00 per day shall be imposed. Suspension of member privileges, including the right to vote and/or the right to use the Common Area, shall continue during the same time.

11. "Parking" Violations. The term "Parking" violation as used herein shall mean any violation of the LFPOA governing documents, meaning the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges (the "Declaration") and/or the current Architectural Guidelines. These include, but are not limited to:

- (a) Violation of Section XIII, F, of the Declaration, as amended, which states:

"F. Parking must be confined to the interior of the Unit within a garage or driveway and not on public right of way or easement, and not upon any area not designated as a garage or driveway of the unit. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up and delivery."

- (b) Violation of the LFPOA Architectural Guidelines and Standards which state:
- “Parking. There shall be a minimum of two (2) automobile parkway stalls of at least eight 8 feet by eighteen feet each for each single-family residence or dwelling unit constructed on any lot or tract. Said two (2) parking stalls shall be constructed entirely within the building setback area as defined herein, and at least one stall of same shall be sheltered. Enclosures, shelters, screens, and other improvements constructed for the purpose of automobile parking and other vehicles shall be attached to and a part of the structure of the house constructed on any lot. Parking must be confined to the interior of the lot within a garage or driveway and not on public right of way or yard area of the lot. Cars shall not be parked on the lawn. Changes in parking on a lot must be approved by the Architectural Committee.”
- (c) And any amendments to the governing documents approved after the adoption of this Enforcement and Appeal Process.

C. Miscellaneous

For Architectural violations, both General and Parking type violations, the following shall apply:

12. Service of Notice. Any and all notice(s) by the Association under this procedure shall be deemed delivered by placing the same in the United States, first class postage prepaid, to the last known address of the member, by email to the last known email address of the member, as recorded in the records of the Association or by personal delivery to the member. The member is responsible for providing the Association with the member’s correct address and email address.
13. Sanctions. The term “sanctions” as used herein, shall be defined to include the imposition of reasonable monetary fees or charges, suspension of the right to vote and/or the right to use the Common Area, together with interest, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, for architectural violations. The sanctions referenced in this process shall begin accruing immediately upon the date of the First Notice but will be held in abeyance as indicated herein.
14. Abeyance. If the Member requests a hearing, the sanction shall be held in abeyance until the ARC renders its decision. If the ARC determines the violation existed at the relevant time, it shall uphold the sanction beginning at the time of the First Notice.
15. Report of Correction. If a member that has been cited for a violation corrects the issue, the burden is upon the member to notify the Architectural Department of the Association of the corrective action.
16. Extension. Nothing herein shall prevent the Architectural Director and/or the Architectural Committee and the member agreeing to allow the member additional time to correct a violation under the following circumstances:
- (a) The member requests additional time and,
 - (b) Circumstances warrant, in the discretion of the Architectural Director and/or the Architectural Committee, that the member is making a good faith effort to remedy the violation and a short delay will serve the intent of bringing the property into compliance, and

- (c) The allowance of additional time must be made in writing (email is sufficient) by the Architectural Director and/or Chairman of the Architectural Committee. A verbal allowance shall be void and of no effect.

17. Hearing. If a hearing is requested, it shall be held affording the Member a reasonable opportunity to be heard. Service of Notice under paragraph C.1 stating time and place of the hearing must be sent not less than seven (7) days prior to the scheduled date of the hearing. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting of the ARC. The notice requirement shall be deemed waived if the Owner or its representative appears at the meeting of the ARC. The minutes of the meeting shall contain a written statement of the results of the hearing. The portion of the minutes containing the result shall be provided to both the Board, the LFPOA office, and the affected Member. The ARC shall decide the issue as quickly as reasonably possible, but in no event shall the time for a decision exceed 30 days from the date the member requested the hearing absent exceptional circumstances in the discretion of the ARC.

18. Information for Compliance Alternatives. The Architectural Department shall keep documents available to assist members who desire to add or alter the parking design or installation. Copies of the documents shall be made available to members. The documents shall:

- (a) Include sketches showing representative samples of how additional driveway parking space may be provided, as well as driveway configurations that the Owner may be able to use. These are to be generic sketches and will be generally applicable to typical lots but need not be a specific drawing for the lot in violation.
- (b) Include notice that if additional parking or driveway space is added, it can be asphalt or concrete, but that other alternatives will be considered. The documents shall include photographic examples of acceptable alternatives with any pervious (environmentally friendly) materials to include bricks, pavers, or similar stone materials, but no gravel or gravel like driveways will be permitted.

19. Legal Referral and Charges. If the General (non-Parking type) violation continues for fourteen (14) days or more after the Third Notice, the Architectural Department shall turn the matter over to the Association's attorney for further action in accordance to Section XV.A. of the Declaration. If a Parking-type violation continues or reoccur, the Architectural Department and/or the ARC, in his/her/its discretion, may turn the matter over to the Association's attorney for further action. The member shall be responsible for reasonable attorney's fees, expenses, and court costs, including appellate attorney's fees and expenses, for those incurred by the Association for architectural violations and/or architectural enforcement.

Approved by the Board of Directors this the 21st day of December, 2022.

Lake Forest Property Owners Association, Inc.

By:

President

Attest:

Matthew M. Laws III
Secretary

for the Secretary

This document prepared by:
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