

ACTION OF THE BOARD OF DIRECTORS
OF
LOCUST CREEK COMMUNITY ASSOCIATION, INC.

Pursuant to the provisions of the Declaration for Locust Creek Community Association, INC., which provisions authorize the Board of Directors to, ARTICLE VI, Section 1, Paragraph 1. Enforcement. "Enforcement of these restrictions shall be by proceedings at law or in equity brought by the lot owner or by Developer against any party violating or attempting to violate any covenant or restriction either to restrain violation or to direct restoration and/or to recover damages. If any lot owner, Community Association, or Developer is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or to exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including Court costs and attorney fees, incurred by the party enforcing these restrictions. The party enforcing these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided for or referenced in Articles II, III and IV of this Declaration. Failure of any lot owner or developer to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or, at law or in equity, shall not preclude the exercise of any other remedy available at law or in equity."

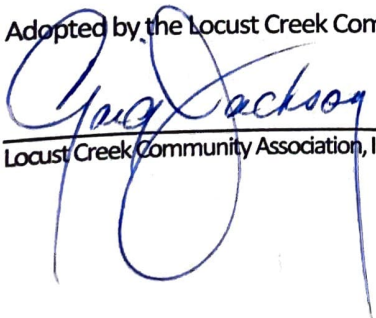
ENFORCEMENT OF GOVERNING DOCUMENTS

Resolved, that in order to enforce restrictions of the community for a more uniform neighborhood appearance and the protection of the property values in Locust Creek Community Association, Inc., the following fining policy for infractions of the governing documents have been adopted by the Locust Creek Community Association, Inc., Board of Directors and will be enforced as outlined:

1. Homeowner/lot owner/tenant will be sent a first violation/friendly reminder letter outlining the violation and allowing a maximum of ten (10) days to correct.
2. Should the correction of the violation not be possible within the time frame allowed or the violation is disputed by the owner, the owner may send a written letter with all corresponding documentation, within ten (10) days from the date of the letter to the Board of Directors asking for an extension due to current circumstances, or reasoning that the violation is being disputed. The Board or its authorized agent will respond with the determination of the Board within ten (10) days of the receipt of the extension request.
3. If the violation is not corrected within the stated time allowed, the homeowner/lot owner/tenant will be sent a second letter allowing ten (10) days to correct. The letter will advise that starting on the 11th day following the second letter, a fine of \$25.00 per day (not to exceed \$1,000 per violation) will be charged against their account until the violation is corrected.
4. Upon an owner's failure to comply within forty-five (45) days, the Association may act as necessary to remedy therewith, and the owner shall immediately upon demand, reimburse the Association or other performing party all expenses incurred in so doing, which may be inclusive of, but not limited to, reasonable attorney's fees and costs in enforcing.
5. Any unpaid fine shall constitute a lien. The homeowner/lot owner shall be responsible for all costs of collections, including attorney fees and costs of the unpaid fine.

Note: In the case of a violation by a tenant, the letter will be sent to the homeowner. All fines are to be added to the account of the homeowner.

Adopted by the Locust Creek Community Association, Inc., Board of Directors Effective June 1st, 2021.



Locust Creek Community Association, INC.

5-19-2021
Date