

## BROOKSIDE ESTATES HOA

### RESOLUTION #2 – GRIEVANCE PROCEDURES

WHEREAS, pursuant to section 7, sub-section (e) of the By-Laws, the Association is provided with certain basic responsibilities for setting the rules and regulations of the community; and

WHEREAS, pursuant to section 7, sub-section (f), the Association has the responsibility for enforcement of those rules and regulations set by the Board of Directors and as set forth in the Declaration; and

WHEREAS, the following represents the procedures and policies of the Association with respect to the grievance procedures for violations under the governing documents of the Association and assessment of fines and other penalties resulting from such violations.

NOW THEREFORE, be it hereby resolved as follows:

#### **1.) Complaints Registered by Homeowners:**

- a. Must be in writing, signed by the owner registering the complaint, dated, state in detail the nature and facts of the alleged violation, and identify the home by address allegedly in violation.
- b. Written complaint must be forwarded to the office of the Association for review and consideration by the Board of Directors for any action(s) to be taken.
- c. Complaints received that do not meet the criteria outlined in paragraph (a) above will be deemed void and inactionable.

#### **2.) Complaints Generated by Property Inspection:**

- a. Physical inspections of the property shall be performed by the management company in accordance with the signed contract by and between the Association and the management company, OR as performed from time to time by the Board of Directors OR any committees established by the Board for that purpose.
- b. Listings of all violations within the community shall be deemed a complaint and will be addressed in accordance with this published policy.

#### **3.) Notice of Alleged Violation – Initial Notice:**

- a. Upon receipt of a written and valid complaint or property inspection listing, the Board shall first attempt to address the matter on a confidential basis by forwarding a "Friendly Reminder" to the unit owner of the Rules and Regulations of the community, in which they are in violation.
- b. Such "Friendly Reminder" shall provide the unit owner a minimum of fifteen (15) days in which to correct the violation OR any other period for correction as deemed appropriate by the Board of Directors. Periods of correction that may be less than the fifteen (15) days are for serious and/or immediate hazards, which will be sent a "Cease and Desist" notice in lieu of a "Friendly Reminder."
- c. Such "Friendly Reminder" letters shall be forwarded to the unit owner via US Mail, any "Cease and Desist" letter shall be forwarded to the unit owner via hand delivery by a Board Member or other such agent appointed by the Board, AND registered mail/return receipt requested.

#### 4.) Notice of Violation – Second Notice:

- a. At the expiration of the period to correct the violation has terminated and the violation remains uncorrected, the Board shall serve upon the unit owner a “Second Notice of Violation.”
- b. Such “Second Notice” shall provide the unit owner with another specific time period in which to correct the violation or be subject to fines and penalties for the violation.
- c. Such fines and penalties shall be at a minimum amount of \$25.00 (twenty-five dollars US) or any other such amount as deemed appropriate by the Board of Directors and in conjunction with the nature of the violation. All fines and penalties shall be assessed on a per violation basis, meaning each violation cited bears a separate fine and/or penalty. All fines and penalties assessed shall be collectable by the Association in accordance with the published Collections Policy of the Association.
- d. Such notice shall also provide the unit owner with a right to a hearing before the Board of Directors and/or any committee established by the Board for the purpose of hearing all disputed violations. Unit owner shall be advised that they must register their dispute to the violation as indicated in paragraph (5) below.
- e. Such notice shall be forwarded to the unit owner via registered mail/return receipt requested.
- f. If at the expiration of such second correction period the violation has not been disputed and the violation remains, all fines and penalties shall be assessed to the unit owners account and shall be collectable in accordance with the published Collections Policy of the Association. There shall also be a continuing fine of \$5.00 (five dollars US) per day until all fines have been paid in full AND the violation has been corrected.

#### 5.) Hearing Procedures:

- a. **Request for Hearing/Registering Dispute:** A unit owner cited for a violation(s) under the “Second Notice” portion of this process has a right to a hearing before the Board of Directors and/or any committee established by the Board for the purpose of hearing all violation disputes. All fines or penalties shall be suspended until a ruling on the hearing has been made. Such request shall be considered valid and a hearing scheduled, only after the following criteria has been met:
- b. All disputes to violations must be in writing, signed by the unit owner, dated, contain all contact information (i.e. telephone numbers), and state the reason(s) for the dispute along with any citations of the governing documents that support the unit owners reasons for the dispute.
- c. All written disputes must be forwarded to the office of the Association for consideration and scheduling of a hearing by the Board of Directors. Delivery of a written dispute and request for hearing shall be deemed completed when mailed to the management office OR a clear copy is faxed to the management office. Hand delivery to a Board Members home is NOT considered valid delivery.
- d. **Scheduling of Hearing:** Upon receipt of a written and valid dispute with a request for hearing the Board or committee shall within thirty (30) days receipt set a hearing date, providing the unit owner a minimum of five (5) days written notice of as to the date, time and location of the hearing. NOTICE: all hearing shall be held at such time, date and location as deemed appropriate by the Board of Directors, but such hearing shall not be held outside the Pennsylvania County of Chester. Every effort will be made (but is not required) to keep the location of the hearing within the city limits of the Oxford Borough, Chester County, Pennsylvania.

- e. **Rescheduling of Hearing/Default Hearing:** Upon the unit owner's receipt of the notice of hearing date they shall review their calendar and immediately contact the management company to either confirm or request a rescheduling of the hearing date. There will be only one rescheduling of a hearing date permitted. Any hearing rescheduled shall be done so in compliance with paragraph (c) above. Failure of a unit owner to confirm or reschedule the hearing date will result in a default hearing being held at the original date, time and location as indicated on the notice of hearing. The Board shall then enter a default ruling on the violation and issue their written ruling to the unit owner within ten (10) days of the date that the default hearing was held.
- f. **Hearing Process:** During the hearing the unit owner may present to the Board or committee, specific evidence and/or witnesses to support their dispute of the violation. The Board shall review all evidence, question any witnesses presented and then convene into Executive Session to discuss the matter. The Board may at their sole discretion request further evidence or witnesses from the disputing unit owner in order for the Board to render a fair and equitable ruling on the matter. Such request for additional evidence or witnesses shall be made either at the hearing or in writing within ten (10) days of the hearing date. If additional information is requested a second hearing may be scheduled in order to hear and consider that evidence. Such second hearing shall be held within a time period set by the Board or committee at the initial hearing held, no rescheduling shall be permitted with the exception of weather related hazards (i.e. ice, extreme snow, high winds, floods, etc.).

**At such hearing there is to be present a majority of the voting members of the Board of Directors or any committee established by the Board for the purpose of hearing violation disputes.**

- g. **Ruling on Hearing:** The Board of Directors or committee shall within ten (10) days of the hearing date, provide the unit owner with a written ruling on the violation. At the time of the ruling, if part of the ruling, any fines assessed shall become due and owing. Any fines or penalties are to be paid in full by the unit owner within fourteen (14) days of the receipt of such notice and demand for payment. The ruling shall also state (if the violation shall stand firm) any time period for correction of the violation(s). Any fines/penalties left unpaid or violations required to be corrected that are left outstanding by the given due date shall be deemed actionable by the Association and turned over to legal counsel for the Association for collective and/or injunctive actions to commence. All legal fees, fines/penalties, court costs, etc. shall be collectable by the Association in accordance with the published Collections Policy of the Association.
- h. Such ruling by the Board or committee shall be in writing and forwarded to the unit owner via registered mail/return receipt requested.
- i. **Appeals:** If the hearing is held before a committee established by the Board for the purpose of hearing violation disputes, then the unit owner shall have a right to appeal the committee's ruling to the Board of Directors. If such appeal is made then the unit owner must follow the same process as outlined in this policy. All rulings by the Board on such an appeal shall be final and binding on all parties.

IF, however, the hearing is held before the Board of Directors, then the unit owner shall have a right to appeal to an outside source or Alternative Dispute Resolution. All such costs associated with seeking an outside source for mediating this dispute shall be borne solely by the unit owner requesting such mediation. Any such mediator must be an independent third party with no association to either party involved and MUST be a certified mediator with the State of Pennsylvania.

- 6.) **Transfer to Legal Counsel:** If, in accordance with this policy, the Board deems it necessary to turn the matter over to legal counsel, and having met all notice requirements contained in the Collections Policy of the Association, then the account shall be forwarded to legal counsel to pursue the collection in full. All costs and legal fees incurred by the Association shall, pursuant to the terms of the Association's documents and the Uniformed Planned Communities Act (UPCA), be assessed against the delinquent unit owner.

- 7.) **Delinquency Interest:** All delinquent accounts shall accrue interest at the rate of 1.5% per month (30 day period) from the due date of such installment. Such interest shall be charged to the account and calculated on the average outstanding balance on a monthly basis.
- 8.) **Unit Owners Rights to Account History:** It shall be the right of any unit owner to request in writing a copy of their account history showing all charges and assessments against their account and the Association shall provide such documentation to the unit owner within thirty (30) days of receipt of such written request for the same.

These procedures and policies shall become effective this 17<sup>th</sup> day of March, 2004.

BY:

Board of Directors for Brookside Estates HOA

SIGNATURES ON FILE IN MANAGEMENT OFFICE  
President

SIGNATURES ON FILE IN MANAGEMENT OFFICE  
Secretary

SIGNATURES ON FILE IN MANAGEMENT OFFICE  
Treasurer