

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
LAKE REDWINE PLANTATION HOMEOWNER’S ASSOCIATION, INC.**

WHEREAS, pursuant to Paragraph 9 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Redwine Plantation (“Declaration”) and Paragraph 3, Part C(1) of the Amended and Restated Bylaws of Lake Redwine Plantation Homeowner’s Association, Inc. (“Bylaws”), the Association, acting through its Board of Directors, is authorized to establish, make, delete, amend and enforce reasonable rules and regulations governing the use of the Lake Redwine Plantation Community; and

WHEREAS, pursuant to Paragraph 16B of the Declaration, the Board is authorized to enforce the Declaration, Bylaws and Association rules and regulations by imposing sanctions, including, without limitation, reasonable fines; and

WHEREAS, the Board has determined it to be in the best interest of the Community to adopt a uniform Fining Policy to provide Owners and Occupants with notice of the sanctions to be imposed for violations of the Declaration, Bylaws and/or Association rules and regulations, and the procedures that the Board typically uses to address such violations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the Fining Policy attached hereto as Exhibit A and incorporated herein by reference, which policy shall be effective on the date of publication of this Policy to the Association membership in the manner determined appropriate by the Board. This Fining Policy amends and replaces any prior Association fining policy provisions in conflict herewith.

RESOLVED AND ADOPTED by the Board of Directors of Lake Redwine Plantation Homeowners’ Association, Inc. this ____ day of _____, 2024.

**LAKE REDWINE PLANTATION HOMEOWNER’S
ASSOCIATION, INC.**

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary

[Corporate Seal]

Exhibit A

**LAKE REDWINE PLANTATION HOMEOWNER’S ASSOCIATION, INC.
FINING POLICY**

Fines for violations of the Association's Legal Documents, including, without limitation, the Declaration, Bylaws, and rules and regulations promulgated thereto, will be issued by the Board of Directors of Lake Redwine Plantation Homeowner’s, Inc. as set forth herein below. All fines shall be the personal obligation of the Owner, a lien against the Owner’s Lot, and are due and payable upon the sending of the Board’s Notice of Violation as described below. Fines not paid within ten (10) days from when they were first imposed shall be collected as a past due assessment pursuant to Paragraph 6C of the Declaration.

The violations below are intended as a guide for common violations. This Fining Policy is **not** an exhaustive list of all possible violations. Depending on the circumstances of a violation, the Association reserves the right to issue citations and fines for lesser or higher amounts than listed in this fining policy at its sole discretion. Depending on the existence of prior agreements with certain parties, the Association reserves the right to enforce this Fining Policy through alternative procedures and practices in accordance with any applicable superseding agreements then in force. In the event of a continuing violation of the Association Legal Documents with ongoing daily fines, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Violator. Each violating Lot Owner and/or Violator shall immediately contact the Association's Board of Directors after curing a continuing violation to schedule an inspection with the Association to confirm the violation has been cured to cease accruing daily fines.

Notice of Violation and Right to a Hearing. The Association shall send the Violator a written notice that: (1) identifies the violation, suspension(s) and/or fine(s) being imposed; and (2) advises the Violator of the right to request a violation hearing before the Board to contest the violation or request reconsideration of the suspension(s) or the fines(s). If the Violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s).

Fining Policy. Unless the Board determines that particular violations justify variances from the procedures and/or fine amounts specified in this Fining Policy, the Board may impose fines in the following amounts:

| Violations | Examples of Violating Activity/ Provision(s) | Notice/Fines | Time to Cure |
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| Non-Continuing Violations Generally | <ul style="list-style-type: none">Paragraph 9E: Pets- i.e. Failure to have pet on a leash on Common Area, Failure to pick up after pet on Common Area, pets that make noise that is persistent, loud, excessive, or disruptive, etc. | <ul style="list-style-type: none"><i>First Notice of Violation:</i> Courtesy Reminder.<i>Second Notice of Violation:</i> \$25.00 fine per violation per occurrence.<i>Third Notice of Violation:</i> Escalating fines starting at \$50.00 per violation per occurrence with each successive occurrence of the same violation thereafter increasing in \$25.00 increments per additional occurrence. | Take immediate action to cease conduct on First Notice of Violation. |

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| <p>Nuisance Violations</p> | <p>Paragraph 9(D): Prohibition of Damage and Illegal Conduct- i.e., actions or activities that disturb or impair other Owners right of use and enjoyment of the Common Area, noise violations, etc.</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> Courtesy Reminder. • <i>Second Notice of Violation:</i> \$250.00 fine per violation per occurrence. • <i>Third Notice of Violation:</i> Escalating fines starting at \$500.00 per violation per occurrence with each successive occurrence thereafter increasing in \$25.00 increments per additional occurrence. | <p>Take immediate action to cease conduct on First Notice of Violation.</p> |
| <p>Damage to Common Areas and Unauthorized Owner and Occupant Conduct on Common Area</p> | <p>Paragraph 9 (C): Use of Common Area- i.e., unauthorized access to the Common Area, etc.</p> <p>Paragraph 9(D): Prohibition of Damage and Illegal Conduct- i.e., unauthorized cutting, trimming, or damaging trees, shrubs, and other landscaping located on the Common Area, unauthorized alterations to the Common Area, damaging the Common Area, etc.</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> \$250.00 fine per violation per occurrence. • <i>Second Notice of Violation:</i> Escalating fines starting at \$500.00 fine per violation per occurrence with each successive occurrence thereafter increasing in \$250.00 increments per additional occurrence. | <p>Take immediate action to cease conduct on First Notice of Violation.</p> |
| <p>Continuing Violations Generally</p> | <p>Paragraph 9(A): Residential Use- i.e., prohibited continued use of Lot</p> <p>Paragraph 9(G): Signs- i.e., unauthorized signs</p> <p>Paragraph 9(H): Rubbish and Trash- i.e., failure to remove rubbish, trash, and/or debris from Lot, etc.</p> <p>Paragraph 9(N): Mailboxes- i.e., failure to replace or restore destroyed or damaged mailbox</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> \$25.00 fine per violation per occurrence. • <i>Second Notice of Violation:</i> Escalating fines starting at \$50.00 fine per violation per occurrence with each successive occurrence thereafter increasing in \$25.00 increments per additional occurrence. | <p>15 days or less, to be determined in the Board's discretion, to cure from the date of the First Notice of Violation before fines will be imposed.</p> |
| <p>Unauthorized Parking</p> | <p>Paragraph 9(F): Parking- i.e., unauthorized parking, presence of disabled vehicles, boats, trailers, campers, commercial vehicles- with exception to vehicles temporarily parked and serving a Lot, etc.</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> Courtesy Reminder. • <i>Second Notice of Violation:</i> \$50.00 fine per day for each day of a continuing violation for so long as each violation(s) continues, with such fines to accrue until the Association confirms the violation(s) has been cured or Third Notice of Violation is sent. • <i>Third Notice of Violation:</i> Escalating fines starting at \$100.00 per day each day of a parking violation; increasing to \$200.00 per day on the 16th day for each day the violation continues after the Third Notice of Violation unless and until cured. | <p>Take immediate action upon receipt of the notice, but failure to cure within 48-hours after date of violation notice (if vehicle is obstructing the flow of traffic, is parked in an area other than a garage, a driveway or designated parking space, or is creating a hazardous condition) may result in towing of the violation vehicle</p> |

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| <p>Maintenance Violations</p> | <p>Paragraph 7(A): Maintenance Responsibility- i.e., failure to properly maintain Lot, dwelling, landscaping, and/or other improvements in a manner non-conforming with the Community-Wide Standard</p> <p>Paragraph 9(H): Rubbish and Trash- i.e., failure to remove garbage containers and/or debris, etc.</p> <p>Paragraph 9(I): Unsightly or Unkempt Conditions- i.e., clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items placed or stored outside of dwelling.</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> Courtesy Reminder. • <i>Second Notice of Violation:</i> \$25.00 fine per day for each day a violation continues and for so long as each violation(s) continues, with such fines to accrue until the Association confirms the violation(s) has been cured or Third Notice of Violation is sent. • <i>Third Notice of Violation:</i> Escalating fines starting at \$50.00 per day for each day a violation continues and for so long as each violation(s) continues; increasing to \$50.00 per day on the 16th day for each day the violation continues after the Third Notice of Violation unless and until cured. | <p>15 days to cure from the date of the Second Notice of Violation before fines will be imposed.</p> |
| <p>Unapproved Architectural Modification Violations</p> | <p>Paragraph 8: Architectural Controls- i.e., unapproved exterior modifications, including but not limited to unapproved construction or installation of playground or recreational equipment, tool sheds, outhouses, and other outbuildings, etc.</p> <p>Paragraph 9(J): Drainage- i.e., obstruction of catch basins, retention or detention ponds, drainage easement areas, storm lines, etc.</p> <p>Paragraph 9(Q): Antennas and Satellite Dishes- i.e, installation and/or misplacement of antennas, etc.</p> <p>Paragraph 9(R): Solar Energy- i.e, installation of solar panels</p> <p>Paragraph 9(S): Fences- i.e., installation of fences</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> \$250.00 one-time fine and \$25.00 fine per day for each day of a continuing violation for so long as each violation(s) continues, with such fines to accrue until the Association confirms the violation(s) has been cured. • <i>Second Notice of Violation:</i> \$500.00 one-time fine and \$50.00 per day for each day of a continuing violation for so long as each violation(s) continues, with such fines to accrue until the Association confirms the violation(s) has been cured. | <p>At least 15 days to cure from the date of the First Notice of Violation before fines will be imposed. The granting of additional time to cure will be determined in the Board's discretion.</p> |
| <p>Short-Term Leasing Violations</p> | <p>Paragraph 9(T): Transient Occupants and Guests- i.e., Short-term leasing to transient tenants; short-term leasing through vacation rental sites such as Airbnb and VRBO; use of a lot in the same fashion as a hotel or motel, etc.</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> \$250.00 per day for each day of the short-term lease booking for as long as the violation continues and/or reoccurs. • <i>Second Notice of Violation:</i> Escalating fines starting at \$500.00 per day for each day of a short-term lease booking for as long as the violation continues and/or reoccurs, with each successive fine thereafter increasing in \$250.00 increments for each day of each additional short-term leasing booking violation. | <p>24 hours to cure violation by terminating current, pending, and future bookings and short-term lease agreements; removing all short-term leasing advertisements on all rental sites and services; removing all unauthorized tenants, occupants, or guests from Lot.</p> |

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| <p>Other Leasing Violations Generally</p> | <p>Paragraph 10: Leasing- i.e., failure to notify Board at least 7 days before entering into a lease, failure to provide Board with a copy of the lease within 10 days of executing leasing, leasing prior to owning an occupying lot as a primary and principal residence for at least 12 consecutive months, etc.</p> | <ul style="list-style-type: none"> • <i>First Notice of Violation:</i> \$50.00 per day for each day of leasing violation for as long as the violation continues and/or reoccurs. • <i>Second Notice of Violation:</i> Escalating fines starting at \$75.00 per day for each day of a leasing violation; increasing to \$150.00 per day on the 16th day for each day the violation continues after the Second Notice of Violation, unless and until cured. | <p>15 days to cure from the date of the First Notice of Violation before fines will be imposed.</p> |
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Nothing in this Policy prohibits the Association from enforcing the Association’s Legal Documents by other means permitted in the Legal Documents and/or under Georgia law, including, but not limited to suspending voting and/or common area use rights, exercising self-help to correct violations, recording a notice of violation in the county land records, and/or filing a lawsuit to abate a violation and/or seek to recover fines and all costs incurred by the Association, including attorneys’ fees and court costs.

If the Board determines that circumstances warrant such, the Association may issue fines for lesser or higher amounts than listed above. In the event of a continuing violation as provided above, each day the violation continues is considered a separate violation subject to fines as provided herein. The Association is not required to continually inspect to determine if a continuing violation has been corrected. Each violator is required to notify the Board in writing of correction of a violation, or the violation will be deemed to continue until the Board receives such notice or until the date the Board otherwise confirms the violation has been corrected.