



Waterford Place Homeowners Association, Inc.

Violations, Due Process & Sanctions (Fines) Policy

(January 2024)

Compliance/Alleged Violations Due Process as Stated in the WPHOA-Adopted Violations Policy (eff. 1/1/2024)

Complaints/Alleged Violations reported to and received by the Management Agent

Complaints/Alleged Violations researched, documented, and investigated (including a site visit) by the Management Agent to verify violation(s)

NOTIFICATIONS (Sect. II A-D)

“FIRST NOTICE” cease-and-desist letter/notice shall be sent to the Unit Owner/Alleged Violator by the Management Agent

“FIRST NOTICE” Letter specifies:

- Nature of Alleged Violation
- Action required to abate the alleged violation and time allotted (No Later Than 15 days; No More Than 30 days) to avoid further sanction
- Any further violation of the same rule may result in the imposition of sanction **after notice and the opportunity for a hearing**

AFTER “FIRST NOTICE” IS SENT

ABATED: If the alleged violation is **abated** within the specified period of time and, upon inspection, is verified by the Management Agent, no further enforcement action or sanctions will apply for this specific violation.

NOT ABATED: If the violation **continues past the period of time specified** in the “First Notice” letter for abatement without penalty or the same rule is violated subsequently, a “**Right to Hearing Notice**” shall be provided to the Unit Owner/Alleged Violator.

NOTE: For violations that are hazardous, life-threatening, or severe (as determined by the Board), the time allowed to abate shall be fifteen (15) days or less, depending on the nature of the hazard. The time allowed to abate shall be thirty (30) days for all other violations.

“RIGHT TO A HEARING NOTICE”

“RIGHT TO A HEARING NOTICE” specifies:

- Nature of Alleged Violation
- The right of the Unit Owner/ Alleged Violator to request a hearing before the Board of Directors within 30 days from the date of the “Right to Hearing Notice” letter (*following the procedures under Section III of the WPHOA Violations Policy*)
- **OR** – The Unit Owner, in lieu of requesting a hearing, to acknowledge in writing that the alleged violation has occurred, and it will cease and/or not recur.

ABATED, IN LIEU OF THE UNIT OWNER REQUESTING A HEARING: If, upon inspection or notification, it is found after receipt of the acknowledgment of violation from the Alleged Violator/Unit Owner that the violation has ceased, no further enforcement action shall be taken unless and until a further violation occurs.

NO HEARING REQUESTED BY THE UNIT OWNER, VIOLATIONS CONTINUE: If no hearing is requested, and upon inspection, it is found that the Alleged Violator/ Unit Owner **continues to be in violation after thirty (30) days following the “Right to Hearing Notice,”** the Board, at the next meeting, in Executive Session, shall deliberate as to whether the violation occurred and decide whether a sanction is appropriate for the violation. **The sanctions (if any) to be imposed shall be made by at least a quorum of the Board in Executive Session, pursuant to Article VII, Section 14 of the Declaration.**

All documents, correspondence, and notices shall be mailed to the address that appears in the books of the Association or to such other address as is designated in writing by the Alleged Violator/Unit Owner. Non-resident Unit Owners shall furnish the Board with an address where the Unit Owner shall promptly receive mail.

Compliance/Alleged Violations Due Process as Stated in the WPHOA-Adopted Violations Policy (eff. 1/1/2024)

HEARINGS

If the Alleged Violator/Unit Owner requests a hearing within 30 days of the date of the “Right to Hearing Notice”, the Board shall send the Alleged Violator/Unit Owner a notice that specifies the time, location, and format (in-person, remote via video conferencing) of the hearing; the invitation to present any statement, evidence, and witnesses on their behalf to right to have an attorney; examine and cross-examine witnesses; and the proposed sanctions to be imposed.

AFTER A HEARING IS REQUESTED BY THE UNIT OWNER/ALLEGED VIOLATOR

The Alleged Violator/Unit Owner will be notified in writing that the hearing will take place at the location and in the format (in-person, remote via video conferencing) on the scheduled date and time (which time may not be less than ten (10) days after the date the request for a hearing was provided) and **shall be presided over in Executive Session by at least a quorum of the Board pursuant to Article VII, Section 14 of the Declaration.**

AT THE HEARING

At the hearing, the Alleged Violator/Unit Owner shall be afforded a reasonable amount of time (at the discretion of the Board but no less than five (5) minutes) to present any statement, evidence, and witnesses on their behalf and cross-examine witnesses. If the Alleged Violator/Unit Owner intends to bring witnesses, the Alleged Violator/Unit Owner shall inform the Board through the Management Agent at least five (5) days before the hearing.

Proof of notice of the hearing shall be entered at the hearing in the meeting minutes. The proof of notice shall be deemed adequate if a copy of the notice and a statement of the date and manner of providing the notice are entered in the minutes by the officer or director who provided the notice. The notice requirement shall otherwise be deemed satisfied if the Alleged Violator/Unit Owner appears at the meeting.

DECISION

A decision shall be made at the hearing or within a reasonable time thereafter, and a written statement of the hearing results and sanctions, if any, imposed will be read and incorporated in the meeting minutes. Notification of the hearing results shall be mailed to the Alleged Violator/Unit Owner within fifteen (15) days from the hearing date. A decision made in accordance with these procedures shall be appealable to the courts of Maryland.

If any Unit Owner fails to comply with the Maryland Homeowners Association Act, Section 11B-111.10, the Declaration, or By-Laws, or a decision rendered in accordance with this policy, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. The prevailing party in any proceeding under this policy is entitled to an award for counsel fees as determined by the court.

HEARINGS DECORUM: Hearings shall be conducted in a reasonable and business-like manner. Notwithstanding any other provision in this policy, the presiding Board member may deem the hearing not being conducted in such a manner and may adjourn the hearing at any time.

Compliance/Alleged Violations Due Process as Stated in the WPHOA-Adopted Violations Policy (eff. 1/1/2024)

SANCTIONS

Fines may be imposed upon any Unit Owner who, after being given the opportunity for a hearing, has been found in violation of any of the Declaration, Articles of Incorporation, By-Laws, or any rule or regulation promulgated by the Association. The fines shall become a binding personal obligation of the Unit Owner, shall be a lien upon the Lot/the property, and may be collected as stipulated in **Articles VI and VII in the Declaration and the Association's duly adopted collections policy.**

FINES (NO HEARING REQUESTED)

If No Hearing is Requested/ Continuing Violation or Further Violation of the Same Rule Within 12 Months of the "First Notice" cease-and-desist letter

\$25.00 per day (total fine accumulation not to exceed \$1,000 per violation) will be charged against the Unit Owner's account/Lot beginning on the 31st day after the "Right to Hearing Notice"/letter date and will continue until the violation is corrected or the fine accumulation totals \$1,000 per violation.

FINES (HEARING REQUESTED)

Hearing is Requested/Following the Conclusion of Hearing Where the Decision to Impose Sanctions was the Result

\$25.00 per day (total fine accumulation not to exceed \$1,000 per violation) will be charged against the Unit Owner's account/Lot beginning on the 10th day after notice of the decision to impose sanctions was sent to the Unit Owner. The fines will continue until the violation is corrected or the fine accumulation totals \$1,000 per violation.

WPHOA'S RIGHT TO ENTER ANY LOT TO REMEDY ANY VIOLATION

The Association or its agent may enter any Lot to remedy any violation. The costs of such action shall become a binding personal obligation of the Unit Owner, shall be a lien upon the Lot/property, and may be collected as stipulated in **Article VII, Section 13 of the Declaration.**

For additional reference, see **Article XI, Exterior Maintenance, Section 1, Duty to Maintain, of the Declaration.**

If any Unit Owner fails to comply with the **Maryland Homeowners Association Act, Section 11B-111.10**, the **Declaration**, or **By-Laws**, or a decision rendered in accordance with this policy, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. The prevailing party in any proceeding under this policy is entitled to an award for counsel fees as determined by the court.

The Association may seek relief through the court system (including the Montgomery County Commission on Common Ownership Communities). If the Association successfully brings an action against a Unit Owner, the costs of such action, including all legal fees, pursuant to **Article XII, Section 4 of the Declaration**, and **Section 11B-111.10 of the Maryland Homeowners Association Act**, shall become a binding personal obligation of the Unit Owner(s), shall be a lien upon the Lot/the property, and may be collected as stipulated in **Article V of the Declaration.**