

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE NEW FOX RIDGE HOMEOWNERS ASSOCIATION  
ADOPTING POLICY No. 1 of 2014  
REGARDING ENFORCEMENT OF GOVERNING DOCUMENTS**

This Resolution is adopted by the Board of Directors of The New Fox Ridge Homeowners Association on the 8<sup>th</sup> day of December, 2014 and is effective immediately.

**Recitals**

The background of this Resolution is as follows:

R.1. The New Fox Ridge Homeowners Association (the "**Association**") is responsible for governance and maintenance of the residential planned community commonly known as New Fox Ridge located in the City of Harrisburg, Dauphin County, Pennsylvania (the "**Community**").

R.2. The Community is controlled by Amended and Restated Bylaws of The New Fox Ridge Homeowners Association (last amended 6/23/05) recorded in the Recorder of Deeds Office of Dauphin County, Pennsylvania on February 16, 2006 to Instrument # 20060006164 (as amended from time to time, the "**Bylaws**"), which Bylaws the Board of Directors deem to constitute a declaration for purposes of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§5101- 5414 (as amended from time to time, the "**Act**").

R.3. The Board has enacted or in the future may enact rules and regulations (the "**Rules and Regulations**") to supplement the Bylaws and the Act and to fulfill the Board's obligation to operate the Community and the Association in the best interests of the Association. The Bylaws, Act and Rules and Regulations are referred to herein as the "**Governing Documents**").

R.4. The Association was formed by the filing of Articles of Incorporation with the Corporation Bureau of the Pennsylvania Department of State on or about June 6, 1985, which Article of Incorporation were amended by the filing of Articles of Amendment – Domestic Corporation on June 29, 2005.

R.5. The Association, acting through its duly elected Executive Board (the ("**Board**"), is responsible for, among other rights and obligations, managing the common areas of the Community and carrying out the duties and responsibilities required by the Bylaws.

R.6. The Association is governed by certain provisions of the Act, including, without limitation, the power to adopt and amend rules and regulations relative to the Community.

R.7. Pursuant to Article IV, Section Two of the Bylaws, the Board has all authority granted by the Act, which includes the power to act in all instances on behalf of the Association.

R.8. The Board desires to adopt standard Rules and Regulations regarding the enforcement of the Governing Documents of the Association. All capitalized terms herein shall have the meaning attributed by this Resolution or by the applicable Governing Document.

NOW, THEREFORE, the Board hereby adopts the following procedures for enforcement of the terms and conditions of the Governing Documents (the “**Enforcement Rules and Regulations**”), which shall be binding upon all Unit Owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules or regulations on the same subject matter.

- I. **Power.** The Board shall have the power and duty to hear and make decisions regarding violations of the restrictive covenants of the Governing Documents and written Complaints filed with the Board and to impose fines or other sanctions, pursuant to these Enforcement Rules and Regulations and the procedures set forth herein. The Board may determine enforcement action on a case-by-case basis, and take other actions, as it may deem necessary and appropriate to assure compliance with the Governing Documents and to create a safe and harmonious living environment. These enforcement provisions may be in addition to other specific provisions outlined in the Governing Documents and the Board is not required to follow these enforcement provisions before seeking any other remedies contained therein. The Board may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.
- II. **Complaint Process.** A proceeding to determine if the Governing Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint by any Unit Owner (a “**Complaint**”) with the Board. A Complaint may also be initiated by the Board on its own or by any Board Member. The party initiating the Complaint shall be the “**Complainant.**” The Complaint shall state the specific provision(s) of the Governing Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved.
  - a. **Initial Determination.** Upon receipt of a Complaint, the Board or a committee or representative appointed by the Board (which representative may be the Association’s property manager or employee thereof) shall make an initial determination whether the allegations in the Complaint are sufficient to constitute a violation of a provision of the Governing Documents and that action is warranted. In doing so, the Board may consider other information outside the Complaint, including, but not limited to prior complaints filed by the Complainant, current action or policies of the Board and the impact of the alleged violation on the Community and neighbors of the alleged violating Unit Owner.

- b. **Notice of Complaint and Right to Hearing.** If the Board or committee or representative determines that the Complaint is sufficient to warrant further action, the Board or its representative shall send a notice to the person(s) alleged to have violated the Governing Documents (the “**Respondent**”), by prepaid, first class United States mail, addressed to the mailing address of the Respondent appearing on the records of the Association. The notice shall advise the Respondent of the following: (1) the details of the Complaint, which may be satisfied by including a copy of the Complaint; (2) the action that may be taken if the facts of the Complaint are true; (3) the Respondent’s right to be heard, either orally or in writing, by the Board or by a tribunal appointed by the Board (which request for a hearing shall satisfy the requirements of notice and the opportunity to be heard pursuant to section 5302(a)(11) of the Act); and (4) the Board’s right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances if the Respondent fails to respond or to appear at the specified date and time or otherwise respond to the Complaint. **The Board may determine that the Respondent’s failure to respond within fifteen (15) days of the date of mailing of the notice to the Respondent, or the Respondent’s failure to appear at the hearing, if a hearing is requested by the Respondent, constitutes an admission of the facts set forth in the Complaint and the Board may take such action as it deems appropriate.**
- c. **Hearing.** If the Respondent requests a hearing, the hearing shall be held at a time, place and date determined by the Board, who shall use reasonable efforts to coordinate the schedules of all parties involved. The Board may choose to conduct the hearing at the next meeting of the Board which is at least fifteen days after the date of the notice, but no later than thirty (30) days after the date of the Board’s receipt of a request for a hearing by the Respondent. The Board may grant continuance(s) of the hearing for good cause. At the hearing, the Board may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit the Board to reach a just decision. Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend and the failure to attend may be granted such weight as the Board deems appropriate. Unless the Board determines that the nature of the hearing involves confidential information, which determination shall be made in the sole discretion of the Board, each hearing shall be open to attendance by all Unit Owners, but those Unit Owners who are not a Complainant or a Respondent shall be allowed to participate only if called upon by a Complainant, the Respondent, or the Board. In the event the hearing is deemed to be closed due to a determination that the matter involves a confidential nature, the Complainant, the Respondent and all invitees of the Board may be present at the hearing, and any witnesses of the Complainant or the Respondent may be present subject to sequester as determined by the Board in its discretion.
- d. **Decision.** If the Respondent does not appear but a written response is filed, the

Board shall render its decision based on the information contained in the Complaint and the written response, considering all of the relevant facts and circumstances regardless of whether such are included in the Complaint or the written response. If neither an appearance nor a written response is made by the Respondent, the Board need not conduct a hearing or make any further findings except that it may determine that the Respondent's failure to appear or respond constitutes a no-contest plea to the Complaint, and impose the sanctions provided for herein or enforce the provisions of the Governing Documents, or both. If an appearance is made, after all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its decision(s) as the Board shall deem to be fair and reasonable taking into consideration all of the relevant facts and circumstances and the best interests of the Association and the Community. The Board shall issue its decision in writing no later than thirty (30) days after the closing of the record by the Board, which closing of the record shall constitute the conclusion of the hearing. Except as provided herein, the Board's decision shall have an effective date no sooner than fifteen (15) days after either mailing of the decision to the Respondent or actual receipt of the decision of the Respondent (which may, but need not, occur orally at the hearing), whichever first occurs. If the Board does not inform the Respondent of its decision at the time of the hearing, or if no hearing is held, the Board will mail a written decision to the Respondent's address of record via regular U.S. Mail within thirty (30) days after the meeting of the Board at which a decision is reached.

- III. Enforcement/Attorney's Fees and Fines/Sanctions.** The provisions of these Enforcement Rules and Regulations shall not limit, or be a condition precedent to, the Board's right to enforce the Governing Documents by any means available to the Association, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief or damages.
- a. **Association Costs.** The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including, but not limited to any proceeding under these Enforcement Rules and Regulations.
  - b. **Penalties.** Without limiting the Association's remedies under the Governing Documents, the Association may assess fines and take other action in accordance with these Enforcement Rules and Regulations.
    - i. If the violation involves damage to Association property or to the property of another Unit Owner for which the Association has the physical responsibility to maintain, repair or replace, the violator shall pay the costs of repair or replacement.
    - ii. The Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation, except that any suspension of voting

rights of a Member shall not exceed sixty (60) days following the violation by such Member unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to sixty (60) days thereafter.

- iii. Unless otherwise set forth in any of the Governing Documents, which shall otherwise control in the instances set forth therein, fines may be levied for violations of the Governing Documents as follows:

<b>Number of violations in a 12 month period</b>	<b>Fine Amount</b>
First violation:	Warning
Second violation:	\$50
Third violation:	\$100

- iv. At the Board's discretion, the Board may find that any violation not remedied as ordered, after notice and the opportunity to be heard pursuant to these Enforcement Rules and Regulations may constitute a new violation for each day or other time period (e.g. each week or month) that the violation remains uncured.
- v. A Member or guest who accumulates more than three (3) violations (without regard to the nature of the violations – that is, the violations need not be of the same restriction or term of the Governing Documents) within any 12-month period will be deemed to be a habitual offender. Without limiting the Board's ability to fine or suspend membership privileges in accordance with these Enforcement Rules and Regulations, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to such fines as the Board deems appropriate under the circumstances without regard to the schedule set forth above.
- vii. All record Owners of a Unit subject to the Governing Documents shall have joint and several liability to pay all fines, costs and expenses imposed for their actions and actions of their tenants, family members, and guests. All such charges shall constitute an assessment as set forth in Article VII of the Bylaws and shall enforceable as provided in the Governing Documents, including constituting a lien against the Unit Owner's property pursuant to section 5315 of the Act.

#### **IV. Violations or Offenses that Constitute an Immediate and Present Danger .**

If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the Community or an individual, the Board may impose any appropriate sanction the Board deems necessary to abate the threat to health, safety or welfare of the Community or individual without prior compliance with the other provisions of these Enforcement Rules and Regulations. In the event that the Board cannot meet to determine whether a violation or offense constitutes an immediate and present danger, the

President of the Association may take such action as s/he deems appropriate and shall then communicate with the Board as soon as possible thereafter to determine any further action needed.

**V. Exceptions.** Notwithstanding any provision set forth in these Enforcement Rules and Regulations, the Board shall have the discretion to take any action, or refrain from taking action, that the Board deems to be in the best interests of the Association, the Community and its individual Members based on individual facts presented by any Unit Owner, Complainant or otherwise. Further, any action, or refraining from taking action, against any one or more Unit Owner(s) shall have no precedential effect or impact upon any decision for any other Unit Owner(s); provided however, absent such clear distinguishment, the Board may not consciously discriminate against Unit Owners. For purposes of this provision, Board action based on a Complaint filed shall constitute a sufficient distinguishment of facts to take action against a Unit Owner subject to such Complaint, but not take action against a Unit Owner against whom a Complaint is not filed. That is, the Board may chose to only react to written Complaints rather than become a policing agent throughout the Community.

**VI. Miscellaneous.**

- a. Failure by the Board to enforce any provision of these Enforcement Rules and Regulations or any alleged violation of any provision of the Governing Documents shall in no event be deemed to be a waiver of the right to do so thereafter.
- b. The provisions of these Enforcement Rules and Regulations shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- c. These Enforcement Rules and Regulations shall be effective immediately and shall supersede any previous policy, resolution or rules and regulations adopted by the Association or the Board on the subject matter hereof.