



Carter Plantation Community Association

P.O. Box 688
Springfield, La 70462

4/20/2021

MEMO: Community Penalty Structure

TYPE OF INFRACTION: ARTICLE IX VIOLATIONS

First notice to property owner – Written warning giving the owner sufficient time to cure the violation as deemed reasonable by the board of directors.

If the violation is not cured within the required time period, a certified letter shall be sent allowing for the violation to be cured.

If the violation remains uncured, the penalties shall be assessed per the schedule below.

1st offense – 10% of annual association dues

2nd offense of the same nature within a six-month rolling period – 20% of annual association dues

3rd offense of the same nature within a six-month rolling period – 50% of annual association dues

4th offense of the same nature within a six-month rolling period – 100% of annual association dues and revocation of access to community amenities. The period of probation will be determined on a case-by-case basis by the board of directors.

Supporting Regulation from the Covenants and Restrictions

4.08 Imposition of Fines. In the event that any Owner fails to cure or fails to commence and proceed with diligence to completion the work necessary to cure any violation of this Declaration contained herein, or the Manual, within ten (10) days after receipt of written notice from the Association or the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine (the "Violation Fine") in such amounts as established by the Board. If, after the imposition of the Violation Fine, the violation has not been cured or the Owner has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine in such amounts as established by the Board. There shall be no limit to the number or the aggregate amount of Violation Fines, which may be levied against an Owner for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment.

TYPE OF INFRACTION: ARB MANUAL VIOLATIONS

Violations for failure to gain approval:

- Written notice is given, and the action is to cease immediately.
 - o A determination is made by the ARB whether a fine should be assessed.
 - o ARB shall give recommendations on how to cure the violation.
- If the property owner continues the violation, the next penalty will be 10% of annual association dues per day that the violation remains. The aggregate fees assessed should not exceed the total cost needed to cure the violation. If the aggregate fees meet the cost to cure the violation, the Board of Directors will correct the violation at the owner's expense using the aggregated fees. If the fees remain unpaid, the Board of Directors will cure the violation and place a lien against the owner. At the time the lien is filed, the owner will also begin accruing late penalties and filing fees that are similarly assessed to owners who are in arrears on association dues.

Supporting Regulation from the ARB Manual: In the event of any violation, written notice will be issued to the Owner to correct the violation. Note that emails will be sufficient to constitute written notice. If the violation has not been corrected within the time allowed in the notice, the condition will be corrected by the ARB and/or the Association and charged against the construction deposit. The Owner will be given notice of such deduction and given a period of five days within which to restore the construction deposit to the original amount. The failure of the Owner to timely restore the construction deposit shall result in an additional violation and the suspension of construction until the construction deposit is fully restored. If there are no existing violations, the construction deposit will be returned in full after the final review (see Step 7 below) Violations Pertaining to New Construction:

TYPE OF INFRACTION: AMMENITY VIOLATIONS:

Regarding penalties assessed for violations deriving from Community Amenities, penalties will be assessed on a case-by-case basis by the Board of Directors. The schedule below is a recommendation, and the Board reserves the right to assess any penalty that it feels is commensurate with the violation that occurred. Penalties are based on adherence to posted or generally accepted rules for each amenity.

1st offense – Access is denied to the amenity where the infraction derived from for a time period of one month from the date that the board assessed the penalty.

2nd offense within a rolling six-month period - Access is denied to the amenity where the infraction derived from for a time period of three months from the date that the board assessed the penalty.

3rd offense within a rolling a six-month period - Access is denied to the amenity where the infraction derived from for a time period of six months from the date that the board assessed the penalty.

4th offense within a rolling twelve-month period – Access will be denied to all amenities for a period of one year from the date that the board assessed the penalty. Additionally, the board will determine if further penalties or fines are warranted at that time.

Supporting Regulation from the Covenants and Restrictions

5.01 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof.

5.02 Duties and Powers. The duties, powers and privileges of the Association shall be those set forth in this Declaration and in the Articles and By-Laws, or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right, duty, power or privilege. The Association shall have the specific right to establish such security measures, including the private gating of all or any part of the Carter Plantation Community, as it determines to be in the best interest of the Development. Notwithstanding the foregoing provision of this Section 5.02 or any other provision of this Declaration to the contrary, for so long as Declarant shall own the majority of Lots or Dwellings or has the unexpired option to add Additional Property to the Development, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.


5.05 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Neighborhoods and Common Areas, which rules and regulations shall not be inconsistent with the rights and duties established by this Declaration.

Signed,
CPCA Board of Directors 2021

President 

Vice President 

Treasurer 

Secretary 

Board Member 