

**RESOLUTION**  
**OF**  
**THE BOARD OF DIRECTORS**  
**STONEY POINT LANDING HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Amended Declaration of Covenants, Conditions and Restrictions of Stoney Point Landing (hereafter "Declaration") establishes certain covenants and restrictions upon the use and condition of Lots, as defined by Article 1 of the Amended Declaration; and

**WHEREAS**, in accordance with Ala. Code § 35-20-11 and pursuant to Article VIII, Section 1, of the Second Amended Bylaws of the Stoney Point Landing Homeowners Association, Inc. (hereafter "Bylaws"), the Board of Directors (hereafter "Board") of the Stoney Point Landing Homeowners Association, Inc. (hereafter "HOA") hereby FINDS and DETERMINES that it is necessary, desirable and in the common welfare and best interests of the members of the HOA to establish and implement uniform rules and regulations for the enforcement of restrictions set forth in the Declaration and other governing documents of the HOA; and

**WHEREAS**, the Board desires to establish a schedule of restrictions together with a procedure to provide an Owner, as defined by Article I of the Declaration, with notice of a violation thereof, time to cure such violation, and an opportunity to be heard before the imposition of a penalty for non-compliance, all in the form and procedure set forth herein; and

**WHEREAS**, the Board desires to adopt rules and regulations applicable to Lots to authorize one or more committees or appointed bodies of the Board (hereafter

"Committee") to implement and enforce such rules and regulations as authorized by the Second Amended Bylaws of the HOA.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS** as follows:

**1. SCHEDULE OF RESTRICTIONS AND PENALTIES**

The following table implements those restrictions upon the use and condition of lots set forth in the Declaration as well as other governing documents of the HOA and identifies the charge, fine or penalty to be assessed to the Owner of such Lot for non-compliance. As provided by Article VIII, Section 1 of the Second Amended Bylaws, unpaid charges, fines or penalties shall be added to, collected and regulated as if an annual assessment and in the same manner as an annual assessment in accordance with Article II, Section 5 of the Amended Declaration and Ala. Code § 35-20-11. Accordingly, in the event the Owner of a Lot fails or refuses to pay any such charge, fine or penalty after demand by the HOA and after an opportunity to be heard, or after expiration of the 14 day period to request a hearing, the HOA shall have a lien against said Lot. Each charge, fine or penalty shall also be a personal obligation of the Owner of such Lot. The lien and/or the personal obligation may be enforced by the HOA separately or severally in law or equity, or both. The Owner of a Lot shall also be personally liable and responsible for, separately or severally, all costs and expenses relating to the collection of the charges, fines and penalties set forth herein, including, without limitation, reasonable attorney's fees. In addition, and as provided by Article III, Section 3, of the Declaration, the Board of Directors may suspend the voting rights of any Owner who fails or refuses to pay any

charge, fine or penalty set forth herein after demand by the HOA and after an opportunity to be heard or expiration of the 14 day period to request a hearing.

The Board hereby adopts the following schedule of charges, fines and penalties:

a. Standard Penalty Restrictions ("SPR")

When the use or condition of a Lot is found to be in violation of a Standard Penalty Restriction ("SPR") set forth herein, the Owner of such Lot shall receive written notice of the violation on the form attached hereto as Exhibit A. Thereafter, the Owner shall have 30 days to (a) cure the violation or (b) provide the Board or Committee with a plan, satisfactory to the Board or Committee, to cure the violation if the violation cannot be cured within 30 days. If, after the expiration of 30 days, the violation is not cured and no satisfactory plan for curing the violation has been provided to and approved by the Board or Committee, the Owner of the Lot in violation shall be fined at a rate of \$50.00 per violation. Thereafter, the Owner of the Lot in violation shall be fined \$100.00 for each successive month in which the Lot remains in violation of the Standard Penalty Restriction.

b. Per Occurrence Restrictions ("POR")

When the use or condition of a Lot is found to be in violation of a Per Occurrence Restriction ("POR"), the Owner of such Lot shall be assessed a fine in the amount of \$50.00 per violation. Thereafter, the Owner may continue to be fined at the rate of \$50.00 per occurrence, not to exceed \$500.00 per month, until the violation has been cured.

c. Charge Back Restrictions ("CBR")

Pursuant to Article IV, Section 1, of the Declaration, the HOA may remove obstructions of any nature located within road right-of-ways or other Common Property, as defined by Article I of the Declaration, and may enter any Lot that has become unsightly for the purpose of mowing grass or removing signs, weeds or debris accumulated on the Lot. The HOA may, in its sole discretion, charge back against the Owner of any such Lot its actual costs to remove obstructions, mow grass or remove debris. The HOA shall, at least 10 days prior to entering a Lot for the purpose of mowing grass or removing debris, notify the Owner of the Lot to be entered for this purpose by electronic mail, U.S. Mail or by posting notice upon the Lot or any structure located thereon. The Owner of any such Lot shall have 10 days from the date on which notice is issued or posted to cure the violation. Thereafter, the HOA may charge back its actual costs to mow or remove debris.

<b>RESTRICTION</b>	<b>TYPE</b>	<b>SOURCE</b>
No Construction Approval	SPR	Article V
Non-compliant building materials	SPR	Article V
Satellite dish not screened	SPR	Article VI
Freestanding tower/antenna	SPR	Article VI
Garbage cans not screened	POR	Article VI
Building materials on road or right-of-way	POR	Article V
No silt-fence during construction	SPR	Article V
No dumpster during construction	SPR	Article V
Non-approved mailbox	SPR	Article VI
Clear cutting of lot	POR	Article V
Obstruction of roads or rights-of-way	CBR	Article IV
Debris on lot	CBR	Article IV

Boats, boat trailers, travel trailers, motor homes, tractor trailers, etc. outside enclosed garage	SPR	Article V
Signs, fencing, parking on road right-of-way	POR	Article V
Temporary residence violation	SPR	Article V
Noxious or offensive trade or activity	POR	Article VI
Unauthorized animals	POR	Article VI
Leash rule violation	POR	Article VI
Unauthorized dumping of trash, garbage or other waste	POR	Article VI
Unauthorized disposal in neighborhood trash bins	POR	Article VI
Junk autos, unserviceable vehicles, junk present on lot	SPR	Article VI
Outside clothesline	SPR	Article VI
Billboards / signs	POR	Article VI
Unsightly growth or debris	CBR	Article IV
Obstructions to road right-of-way or Common Property	CBR	Article IV
Exposed gas or oil tanks	SPR	ARC Guidelines 13
Driveway not paved 50'	SPR	ARC Guidelines 11
Exposed wellhead	SPR	ARC Guidelines 13

## 2. ENFORCEMENT

The rules and regulations set forth herein shall be enforced by the HOA's property manager.

## 3. NOTICE

Owners in non-compliance with a restriction implemented and set forth in the schedule of offenses herein shall be provided written notice by the HOA's property manager on the form attached hereto as Exhibit A, which may be provided to the Owner by hand delivery, electronic mail, U.S. Mail or by posting notice upon the Lot or upon any structure located thereon. Notice shall be deemed served on the date on which it is delivered to the Owner, whether by hand delivery, electronic mail, U.S. Mail or posting

upon the Lot or any structure located thereon. Such notice shall identify the date by which the Owner must cure the violation. Except in cases of emergencies threatening life or damage to property, an Owner will have not less than thirty (30) calendar days from the date the notice is served or posted to cure a violation.

#### 4. OPPORTUNITY FOR HEARING

An Owner who has received a notice of violation and who disputes the existence of a violation or who wishes to be heard regarding such notice of violation may timely request a hearing before the Architectural Review Committee ("ARC"). To be timely, a request for hearing must be submitted in writing by such Owner or their authorized representative to the HOA's property manager no later than fourteen (14) calendar days after the date on which the notice of violation was served. If requested, a hearing before the ARC will be scheduled in person or, in the ARC's sole discretion, virtually and the Owner or their authorized representative shall be notified of the date, time, place and manner of hearing by the HOA's property manager. The hearing shall be informal in nature and the Owner or their authorized representative may present evidence, testimony or both to the ARC concerning the alleged violation and other matters relevant thereto. At the conclusion of the hearing, the ARC shall (a) take the matter under consideration, (b) deliberate in closed session, (c) decide the matter by majority vote of the ARC and (d) render a written decision to the Owner as soon as practicable. Except in cases of emergencies threatening life or damage to property, a timely, written request for hearing shall operate to suspend the time to cure the alleged violation until such time as the ARC renders its decision. The ARC may affirm, revoke or modify the notice of violation. The Committee's decision shall reinstate the time to cure the violation.

5. APPEAL TO BOARD

Any Owner who contests a decision of the ARC may timely appeal the ARC's decision to the Board by submitting a written notice of appeal to the President of the Board no later than fourteen (14) calendar days after the date on which the ARC's written decision was issued. The Board or its Agent will notify the Owner in writing of the date, time, place and manner of the hearing before the Board. The Owner or their authorized representative may appear in person or, in the Board's sole discretion, virtually before the Board. The Owner or their authorized representative may present evidence, testimony or both to the Board concerning the alleged violation and other matters relevant thereto. At the conclusion of the hearing, the Board shall (a) review the written decision of the ARC, (b) take the evidence presented under consideration, (c) deliberate in closed session, and (d) render a written decision affirming, reversing or modifying the decision of the ARC to the Owner as soon as practicable. The Board shall decide the appeal by majority vote and such Board decision shall be final.

6. CHARGE, FINE OR PENALTY TO BE TREATED AS AN ASSESSMENT

The amount of any charge, fine or penalty assessed pursuant to this Resolution and the Schedule of Restrictions and Penalties set forth herein shall be treated and collected as an assessment pursuant to the Amended Declaration; Ala. Code § 35-20-11; and, applicable law. Any unpaid fine or penalty shall accrue interest at the rate of 18% per annum.

IN WITNESS WHEREOF, the Board of Directors of Stoney Point Landing HOA Inc., Order  
this Resolution to be duly executed this the 14<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
STONE POINT LANDING HOA

By: Harold Martinez  
Its: President



# **Exhibit A**

**STONEY POINT LANDING HOMEOWNERS' ASSOCIATION  
NOTICE OF VIOLATION OF GOVERNING DOCUMENTS**

To: Association Member

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Re: Stoney Point Landing Homeowners Association ("Association")  
Notice of Violation and Demand to Cure

Dear Association Member:

**PLEASE TAKE NOTICE** that the following condition(s) exist on your lot which violate provisions of the Association's Governing Documents:

• No Construction Approval (Resolution Art. V)
• Non-Compliant Building Materials (Resolution, Art. V)
• Satellite Dish not Screened (Resolution, Art. VI)
• Freestanding Tower and/or Antenna (Resolution, Art. VI)
• Garbage Cans not Screened (Resolution, Art. VI)
• Building Materials on Road or Right of Way (Resolution, Art. V)
• No Silt-Fence During Construction (Resolution, Art. V)
• No Dumpster During Construction (Resolution, Art. V)
• Non-Approved Mailbox (Resolution, Art. VI)
• Clear Cutting of Lot (Resolution, Art. V)
• Obstruction of Road or Right of Way (Resolution, Art. IV)
• Debris on Lot (Resolution, Art. IV)
• Boats, Boat Trailers, Travel Trailers, Motor Homes, Tractor Trailers, etc. Outside Enclosed Garage (Resolution, Art. V)

• Signs, Fencing, Parking on Road or Right of Way (Resolution, Art. V)
• Temporary Residence Violation (Resolution, Art. V)
• Noxious or Offensive Trade or Activity (Resolution, Art. VI)
• Leash Rule Violation (Resolution, Art. VI)
• Unauthorized Dumping of Trash, Garbage, or Other Waste (Resolution, Art. VI)
• Unauthorized Disposal in Neighborhood Trash Bins (Resolution, Art. VI)
• Junk Autos, Unserviceable Vehicles, Junk Present on Lot (Resolution, Art. VI)
• Outside Clothesline (Resolution, Art. VI)
• Billboards and/or Signs (Resolution, Art. VI)
• Unsightly Growth or Debris (Resolution, Art. IV)
• Obstruction of Common Property (Resolution, Art. IV)
• Driveway not Paved 50' (Construction Guidelines, Art. 11)
• Exposed Gas and/or Oil Tanks (Construction Guidelines, Art. 13)
• Exposed Wellhead (Construction Guidelines, Art. 13)

STONEY POINT LANDING HOMEOWNERS' ASSOCIATION

**PLEASE TAKE FURTHER NOTICE** that the above-described violation(s) must be cured within thirty days of the date of this Notice. Failure to timely cure, or in the case of a violation that cannot be cured within thirty days, to provide a plan for cure satisfactory to and approved by the ARC, will result in the imposition of one or more fines or penalties which, once imposed, become immediately due and payable. Any unpaid fine or penalty shall be added to, collected, and regulated as if an annual assessment, and collected in the same manner as an annual assessment, as set forth in the Amended Declaration and Second Amended Bylaws of the Stoney Point Landing Homeowner's Association.

**PLEASE TAKE FURTHER NOTICE** that you may dispute the existence of a violation and may request a hearing before the Architectural Review Committee ("ARC"). A request for hearing must be submitted in writing to the HOA's property manager no later than fourteen (14) days from the date of this Notice. Such hearing may take place in person, virtually or by conference call and the Member shall be notified of the date, time, location, and manner of such hearing by the HOA's property manager. The Member may present evidence, testimony, or both, to the ARC concerning the alleged violation and other matters relevant thereto. Except in cases of emergency, a timely written request for hearing shall operate to suspend the time to cure the alleged violation until such time as the ARC renders a decision. The ARC may affirm, revoke or modify this notice of violation. Unless the violation is revoked, the ARC's decision shall reinstate the thirty-day time period for you to cure the violation.

**PLEASE TAKE FURTHER NOTICE** that the decision of the ARC may be appealed to the Board of Directors by submitting a written notice of appeal to the President of the Board of Directors no later than fourteen (14) days after the date on which the Committee issues its decision. The Board or its agent will notify the Member in writing of the date, time, place, and manner of the hearing before the Board. The Member may appear in person, or, in the Board's sole discretion, virtually, and present evidence, testimony, or both, to the Board concerning the alleged violation and other matters relevant thereto. The Board shall decide the appeal by majority vote and such Board decision shall be final.

---

BY ORDER OF THE STONEY POINT LANDING HOMEOWNERS'  
ASSOCIATION, INC.

PRINTED NAME OF SERVER: \_\_\_\_\_

SIGNATURE OF SERVER: \_\_\_\_\_

DATE OF SERVICE: \_\_\_\_\_

METHOD OF SERVICE: \_\_\_\_\_