

**RESOLUTION
OF
SELKIRK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
VIOLATION ENFORCEMENT POLICY**

WHEREAS, The Selkirk Plantation Property Owners Association, Inc9 (“Association”) has authority pursuant to Article 3 Section 3.1-3.8 of the Declaration of Covenants, Conditions and Restrictions for Selkirk Plantation (“Declaration”)and, Section 3 items A-O of the Selkirk Plantation Conservation Easement and, Article 3 Section 3.15 of the By-Laws of The Selkirk Property Owners Association (“By-Laws”) to determine, in its reasonable discretion, the manner of remedy for violations of the provisions set forth in the Declaration and/or By-Laws;

WHEREAS, The Board of Directors of the Association (“Board”) finds there is a need to establish procedures for the enforcement of the use restrictions and architectural control provisions of the Declaration and By-Laws and for the elimination of violations found to exist within the Selkirk Plantation;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions of the Declaration and By-Laws of The Selkirk Plantation and for the elimination of violations of such provisions found to exist in, on or about any property within The Selkirk Plantation and the same are to be known as the “Deed Violation Enforcement Policy” of the Association in the discharge of its responsibilities for determination and enforcement of remedies for deed violations within Selkirk Plantation Property Owners Association.

1. **Establishment of a Violation.**

- a. **Use Restrictions.** Any activity or condition allowed to continue on any Lot that is in direct opposition to Article 3 Section 3.1-3.8 of the Declaration, or Section 3 items A-O of the Conservation Easement or any provision within the Design Guidelines, which is not expressly authorized by the Board is deemed a “Violation” under this enforcement policy for all purpose.

2. **Notice of Violation.**

- a. **Initial Notice.** Upon verification of the existence of a violation by the Management staff (“Management”) of Selkirk Plantation, Management will send to the Lot Owner a written notice of the discovery of the Violation (“Initial Notice”) the Initial Notice will inform the recipient as follows: Article 6 Section 6.1
- (i) The nature, description and location of the Violation; and
 - (ii) A request to remedy the Violation within thirty (30) days.
 - (iii) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to disregard the notice.

3. **Failure to Remedy.**

a. **Fine**

If after 30 (thirty) days of the first warning letter the violation is not corrected a second letter with a \$25.00 fine will be imposed. If after 15 (fifteen) days from the second letter the violation is still not corrected the fine will double to \$50.00 and keep doubling in fines every 15 (fifteen) days until the violation is corrected. If after 6 (six) notices the violation is still not corrected a \$10.00 per day fine will be added to the fines already accrued starting from the original date the violation was observed.

b. **Right of Entry:Liens** Upon any such violation of breach

By an Owner as set forth in Article 6 Section 6.1. The Board shall have the right to enter upon such lot or any structure thereon and take any and all appropriate action under the circumstances which may be necessary to summarily abate, remove or extinguish such violation or breach. Any such entry shall not be deemed a forcible entry, constructive or actual eviction or trespass upon such lot or any structure thereon and shall not subject the Board, the Owners or their agents or representatives, to any liability. Any and all costs, including reasonable attorneys' fees, incurred by the Board its agents and representatives, in the abatement, removal or extinguishment of such violation or breach, together with interest thereon at the lesser of (a) two (2%) percent per annum plus prime rate of interest as established by Citibank, N.A., New York, as the same may fluctuate from time to time or (b) the maximum interest allowed by the applicable law, shall be binding, personal obligation of the Owner of the Lot upon which such violation or breach has occurred and shall also constitute a Lien upon such Lot which shall be enforceable in the manner set forth in Section 5.12.

c. **Referral to Legal Counsel.** In addition to the rights and remedies set forth in this Article 6 Section 6.3 or as otherwise provided in the Declaration, the Board, its agents and representatives, shall also have the right to take all legal and equitable action which the Board may deem necessary or appropriate to abate, remove or extinguish any violation or breach of the Declaration. Notwithstanding anything provided herein to the contrary, the Board, its agents or representatives, may, without notice, take such legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach which, in the sole discretion of the Board, appears reasonably likely to occur in the future. All costs and expenses, including reasonable attorneys' fees, incurred by the Board in enforcing any of the terms, provisions, covenants or conditions contained in the Declaration shall be paid by the Owner against or for whom such costs and expenses were incurred.

4. **Cure of Violation During Enforcement.** A lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand thereof by Management, will be referred to the Association for collection as an assessment pursuant to the Declaration.

IT IS FURTHER RESOLVED THAT this Violation Enforcement Policy replaces and supersedes in all respects all prior resolutions with respect to enforcement of the Community Documents by Selkirk Plantation Property Owners Association, Inc. and is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

President - Steve Kuemmerle

Charlie Coe

Secretary – Deborah Glazier

Jeff Arnold

Kim Irvan

Kevin Collins

This is to certify that the foregoing resolution was adopted by the Board of Directors as of _____, 2010 and has not been modified, rescinded, or revoked.

Date

Secretary