

**WESTPHALIA ROW HOMEOWNERS ASSOCIATION, INC.  
VIOLATIONS AND FINE POLICY**

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**WHEREAS**, Westphalia Row Homeowners Association, Inc. (“Association”) is a duly constituted Maryland Homeowners Association located in Prince George’s County, Maryland; and

**WHEREAS**, Westphalia Row Homeowners Association, Inc. is governed by Articles of Incorporation and By-Laws; and

**WHEREAS**, Westphalia Row Homeowners Association, Inc. is governed by the Declaration of Covenants, Conditions, and Restrictions recorded in Liber 31330 at Folio 133 (hereinafter referred to as “Declaration”); and

**WHEREAS**, Article V, Section 5.2.2 of the Westphalia Row Homeowners Association, Inc. Declaration states that the Community Board has the power to enforce the provisions of the Declaration, the Community Articles, and Bylaws by appropriate means and carry out the obligations of the Community Association, including, without limitation, the expenditure of funds of the Community Association, the employment of legal counsel and experts the commencement of legal and/or equitable actions, the promulgation and enforcement of the Community Association Rules, and the establishment of fines or penalties; and

**WHEREAS**, Article V, Section 5.2.16 of the Westphalia Row Homeowners Association, Inc. Declaration, states that in the event of a breach of any provision of the Declaration, or any of the Community Association Rules by an Owner, their family, guests, employees, invitees, licensees, or tenants, the Community Board shall have the right (but not the obligation) to enforce the obligation of each Owner to obey and comply with the Declaration and Community Association Rules in any manner provided by law or in equity, including, but not limited to pursuing legal action, suspension of the Owner’s right to use the Community Common Area, and may levy a fine; and

**WHEREAS**, there is a need to establish a Violations and Fine Policy for the benefit of the Community and the Owners and residents of the Community.

**NOW, THEREFORE, BE IT RESOLVED THAT**, in support of the foregoing, the Board of Directors hereby declares and adopts the following Violations and Fine Policy:

**I. DEFINITIONS.**

**A. NUISANCE VIOLATIONS.** Defined as, but not limited to, unreasonable noise; pet noise (such as barking and howling); odors; or police related incidents.

**B. LOT USE VIOLATIONS.** Defined as, but not limited to, trash and litter on private property visible from Common Areas and streets; failure to conceal or properly store trash and recycling containers on non-collection days; failure to maintain the appearance of the exterior for items under the control and responsibility of the Owner.

**C. UNAPPROVED EXTERIOR MODIFICATIONS.** Defined as, but not limited to, unapproved changes made to the exterior of the home or lot itself, and changes made under the auspices of approval which do not meet the specifications approved by the Architectural Committee during the review process as provided in the approval letter to the Homeowner.

**D. COMMON AREA VIOLATIONS.** Defined as, but not limited to, violation of parking rules and regulations; damage or destruction of Common Area property (fences, partitions, lights, signage, streets, sidewalks, trees, plants, grass, drainage areas, green space, mailboxes, etc.); failure to clean-up after pets on Community Property; and failure to leash pets when in Common Areas.

## **II. PROCEDURE.**

**A. BREACH.** In the event of a breach of any provision of the Declaration, Bylaws, or rules and regulations of the Association, as adopted from time to time, by any Owner, the Owner's family, guests, employees, invitees, licensees, or tenants, the Board of Directors, for and on behalf of the Owners, shall have the right (but not the obligation) to enforce the obligations of each Owner to obey and comply with the provisions of the Declaration, Bylaws, and rules and regulations, in any manner provided by law or in equity, including, but not limited to the following:

(1) **LEGAL ACTION.** Appropriate hiring of legal counsel and/or the pursuing of legal action. If legal counsel is retained or legal action is instituted by the Community Board, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, expert fees, litigation expenses, and reasonable attorneys' fees.

(2) **SUSPENSION OF OWNER'S RIGHT TO USE THE COMMON AREA FACILITIES.** Such suspension must not be for a period in excess of sixty (60) days, after notice and a hearing as herein provided, for each infraction.

(3) **FINES.** The Board, by a majority vote, may levy a fine against such Owner, after appropriate notice and hearing are provided, in a reasonable amount for such violation, as set forth herein.

**B. FINE PROCEDURE.** The following procedure will be followed by the Board of Directors in regard to alleged violations and infractions, prior to the imposition of fines.

(1) **NOTICE.** Prior to reaching a decision to impose any penalty provided herein for breach of any rules enacted in the Declaration, Bylaws, or rules and regulations adopted by the Association, the Community Board shall send written notice to the Owner in violation. The notice shall: (a) specify the nature of the infraction; (b) provide an opportunity to the Owner for a hearing before the Board of Directors regarding such infraction; and (c) state the penalty being imposed. Said notice shall be given at least fifteen (15) days prior to the hearing.

**(2) HEARING.** If, after the hearing, the Board determines, by a majority vote, that said infraction has occurred, it may impose a penalty to become effective not less than five (5) days after said hearing. Any such determination by the Board shall be final.

**C. HEARING COMMITTEE.** The Community Board may establish a Hearing Committee and delegate thereto all of the power, authority, and responsibility for holding any hearings and determinations required in this Section.

**D. LIMITATIONS.** Neither the Community Board nor the Community Association members shall have the power to cause a forfeiture or abridgment of an Owner's right to the full use of his individually owned lot, including access thereto over and across the Community Common Area, on account of such Owner's failure to comply with the provisions of the Declaration, Bylaws, or rules.

### **III. VIOLATIONS.**

**A. NUISANCE VIOLATION.** A Nuisance Violation, as defined above, shall result in a fine of \$100.00 per occurrence.

**B. LOT USE VIOLATION.** A Lot Use Violation, as defined above, shall result in the following fines, per occurrence:

1. **Failure to Bag Trash.** An Owner who fails to bag trash prior to placement for collection will be fined \$50.00 per occurrence.
2. **Failure to Use Trash Containers.** An Owner who fails to use trash containers, including leaving bagged trash out for collection before the morning of collection day or using cardboard boxes for trash, will be fined \$50.00 per occurrence.
3. **Failure to Conceal Trash Containers.** An Owner who fails to conceal or properly store trash and recycling containers on non-collection days will be fined \$50.00 per occurrence.
4. **Overfilled Trash Bins.** An Owner who overfills his/her trash bin and produces litter as a result thereof, will be fined \$50.00 per occurrence.
5. **Pets.** An Owner who raises, breeds, or keeps on their lot a non-domestic pet will be fined \$250.00 per occurrence.
6. **Improper Storage of Garden Hose.** An Owner who improperly stores a garden hose will be fined \$25.00 per occurrence.
7. **Clothes Line or Drying.** An Owner who maintains a clothes line, pole, or rack will be fined \$100.00 per occurrence.

8. **Signs.** An Owner with improper signage will be fined \$200.00 per occurrence.
9. **Window Air Conditioning Unit.** An Owner with a window air conditioning unit will be fined \$100.00 per occurrence.
10. **Improper Window Covering.** An Owner with improper window coverings will be fined \$50.00 per occurrence.
11. **Unsightly Items.** An Owner who accumulates unsightly items such as weeds, rubbish, debris, or materials, on his/her lot will be fined \$50.00 per occurrence.
12. **Toys.** An Owner who stores or leaves toys and equipment in the front yard of his/her dwelling when not in use will be fined \$25.00 per occurrence.
13. **Maintenance.** An Owner who fails to maintain his/her residence or keep a neat appearance, shall be fined \$25.00 per occurrence.
14. **Other Lot Use Violations** - \$50.00 per occurrence.

**C. COMMON AREA VIOLATION.** A Common Area Violation, as defined above, shall result in the following fines per occurrence:

1. **Violation of Parking Rules and Regulations** - \$100.00 and all costs detailed in the Parking Rules.
2. **Willful Damage or Destruction of Common Area Property** (fences, lights, signage, streets, sidewalks, trees, plants, grass, drainage areas, green space, mailboxes, etc.) - \$250.00 plus cost to replace the damaged item, and the incident will be reported to the Prince George's County Police for possible prosecution.
3. **Failure to Clean-Up after Pets** - \$50.00 per occurrence.
4. **Failure to Leash Pets in the Common Area** - \$50.00 per occurrence.
5. **Other Common Area Violations** - \$50.00 per occurrence.

#### **IV. SEVERABILITY.**

If any provision, or portion thereof, of this Policy is, or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Policy shall remain in full force and effect.

**THIS** Violations and Fine Policy is supplementary to, and not in lieu of the provisions of the governing documents of the Association. In the event of any inconsistency, the following shall prevail: Maryland Law, the Declarations, the By-Laws, and this Violations and Fine Policy.

**THE ASSOCIATION** reserves the right to alter, amend, modify, repeal, or revoke this Violations and Fine Policy, and any consent or approval given hereunder at any time by Resolution of the Board of Directors.

**BY ADOPTION** of this Resolution, Westphalia Row Homeowners Association, Inc. has adopted the Violations and Fine Policy, which shall be binding on all present and future resident owners once submitted to the Homeowners Association Depository for Prince George's County, Maryland.

**APPROVED:**

Date: \_\_\_\_\_

\_\_\_\_\_

President

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Secretary