

# Fine Policy

as adopted by the Pelican Point Property Owners Association, Inc. on May 14, 2020  
in accordance with Delaware Code Title 25, Chapter 81-302 (a) (11)  
Last Updated: 01/01/2017

**In the event that an owner or tenant of a unit in Pelican Point is in violation of any restrictions outlined in the governing documents of the Association other than the Design Guidelines, the following schedule shall control:**

The Board of Directors of Pelican Point Property Owners Association, Inc. (the "Association") has delegated to Wilgus Property Management (the "Association Manager") the authority to administer the Board's powers of enforcement and to levy fines pursuant to Section 12.6 of the Master Declaration of Covenants, Conditions, Easements, and Restrictions for Pelican Point (the "Declaration").

- a. For the first violation, if the Association Manager determines there is probable cause that a provision of the Declaration or rules and regulations of the Association have been violated, a written notice of violation will be issued to the owner of the unit in violation per Section 12.6 (a) of the Declaration. The unit owner shall be given a reasonable opportunity, under the circumstances, to correct the violation, or if a first-time and unintentional offense, to assure the Board to the latter's satisfaction that the violation will not be repeated. The unit owner shall be entitled, upon request, to a hearing before the Association Manager in accordance with Section 12.6 of the Declaration. At such hearing, the unit owner shall have the right to be represented by legal counsel and to have a reasonable amount of time to produce any statement, evidence and witnesses on his or her behalf. The minutes of the hearing shall contain a written statement of the results of the hearing and the fine, if any, that is imposed.
- b. For a second violation, based on a complaint received and if deemed to be meritorious by the Association Manager, an additional warning and notice of violation will be issued to the owner of the unit in violation by the Association Manager. In addition to the warning, a fine in the amount of \$100 will be imposed against the owner of the unit in violation. Said fine shall act as a lien against the unit, accrue interest once past due and be collectible in the same manner as any other assessments and charges levied by the Association against a unit owner in accordance with the governing documents of the Association.
- c. For a third violation and all others thereafter, an additional warning and notice of violation will be issued to the owner of the unit in violation by the Association Manager. In addition to the warning, a fine in the amount of \$200 will be imposed against the owner of the unit in violation. Said fine shall act as a lien against the unit, accrue interest once past due and be collectible in the same manner as any other assessments and charges levied by the Association against a unit owner in accordance with the governing documents of the Association.

**Lien Against Unit:** Any such fine shall constitute a personal obligation of the Member, as well as a lien upon the unit, which lien may be foreclosed in the same manner as a lien for unpaid community association common area charges pursuant to the laws of the State of Delaware.

**Fees and Costs:** The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

**Crediting Payments:** The Association shall apply all partial payments by the Member to the Member's outstanding balance in the following order:

- Attorney's fees and costs;
- Late fees and interest;
- Fines;
- Special assessment; and
- Regular assessments, with payment being applied to the oldest balance first.

***No partial payments will waive the Association's right to pursue full payment and/or enforce its bylaws, declaration and rules and regulations.***