



CranberryLakeEstates@hotmail.com

CCR Compliance Policy

Whereas: and in accordance with Article X, Section D, of the Declaration of Covenants, Conditions and Restrictions for Cranberry Estates Association, the Board of Directors is charged with enforcing the covenants and restrictions, restraining violation, recovering damages, and enforcing any lien created by enforcement of the covenants;

Whereas: every Lot sold, transferred, and conveyed is subject to the Covenants, Conditions, Restrictions, easements, charges and liens;

Whereas: the Covenants, Conditions and Restrictions shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision:

Now therefore, be it resolved, the Board of Directors has adopted the following in order to accomplish these responsibilities:

1. As specified, in accordance with Article X, Section D, enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Enforcement shall be to restrain the violation or to recover damages, and to enforce any lien created by these covenants. Further, any failure of the Association to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so.
2. After the Board is notified or observes an alleged violation of the CCR's, the Board will send a non-compliance notice to the homeowner requesting the matter be corrected, or the homeowner may request the opportunity to discuss the matter with the Board.
3. At thirty (30) days past the first non-compliance notice or at the next scheduled Board meeting, the Board will send a second non-compliance notice to the homeowner. The second notice will request compliance, but also delineate other actions the Board is prepared to take. Other actions include notice to Commerce Township should the alleged violation also be an ordinance violation; and in addition, transfer of the matter to the Association's attorney.
4. At sixty (60) days past the first non-compliance letter or at the next scheduled Board meeting, in the absence of compliance or communication to resolve the matter with the Board, the Owner's file will be sent to the Association's legal counsel. No further notices of non-compliance will be sent and all contact with Owner will be referred to the Association's legal counsel.
5. Legal Counsel will send the attorney's Notice of Non-compliance and request the matter be brought to compliance with the CCRs. In addition, full payment of any penalties, administrative and attorney fees, within ten (10) days of the date of the attorney's Notice of non-compliance is required. Failure of Owner to bring the violation into compliance

and to make full payment within ten (10) days of the attorney's Notice of non-compliance will result in a lien being placed on Owner's home and property.

6. Owner may request consideration in writing to the Association's legal counsel. If accepted, a compliance plan will be outlined by the Board of Directors in conjunction with the Association's legal counsel. If Owner accepts the compliance plan, Owner will then be bound to comply with the plan. Failure to comply within the timeframe agreed upon and accepted by Owner, will nullify the agreement of the compliance plan. Immediate compliance will be required or legal action will be initiated including litigation and foreclosure.
7. Upon having the Lien filed and recorded and upon the recommendation of the Association's legal counsel, the Board of Directors will authorize litigation and/or foreclosure action.
8. Owner will be responsible for all charges assessed by the Association resulting from the compliance process, including but not limited to penalties, administrative fees, all legal fees and expenses related to litigation, the filing of liens and foreclosures, correspondence related to the matter, conversations with legal counsel related to the matter, costs related to any investigations, title search charges and miscellaneous fees as may be applicable to the account. These fees and costs will not be waived.
9. Once litigation is undertaken, the Board has the responsibility to notify Association members. Every effort will be made to keep the homeowner's identity confidential, however the investigation and actions required to represent the Association in court may disclose the identity of the homeowner. The Association makes no guarantee of confidentiality.
10. The Board reserves the right to begin the non-compliance process at any point with Owners who are repeatedly non-compliant with the CCRs as well as shorten time frames for compliance.

Any payments received shall be applied in order, as follows:

1. To outstanding Legal Fees (includes all attorney fees and expenses and any other expenses related to the compliance process.)
2. To outstanding penalties and related charges (Includes administrative fees and any other fees or expenses that may be applied.)

This compliance policy shall be effective and remain in force until altered by resolution of the Board of Directors or by a majority vote of Members of the Association at a meeting called for such purpose.

Adopted this fifth day of September, 2012.

Elizabeth Goch, President
Cranberry Estates Subdivision Association Board