

# Proposed Amendments to HOA Bylaws

## Article X – Enforcement of Covenants, Conditions & Restrictions

### Section X.1 – Board Authority

The Board of Directors (“Board”) shall have the exclusive power to enforce all provisions of the Declaration, Bylaws, and Rules and Regulations, including without limitation the power to:

- a) Issue written “Notice of Violation” after discovery of any breach;
- b) Convene an enforcement hearing upon request of the alleged violator or at least two (2) Directors;
- c) Impose fines or other sanctions as set forth in Section X.2;
- d) Suspend the voting rights and use-rights of any Owner or Tenant, including access to common areas, pursuant to Section X.3.

### Section X.2 – Fines and Penalties

- a) For every continuing violation, the Board may impose a fine not to exceed twenty-five dollars (\$25) per violation. Fines shall not begin accruing until thirty (30) days after issuance of a Notice of Violation, during which the Owner may respond or cure the violation.
- b) If the violation remains uncured after the thirty (30) day period, fines may accrue on a daily or weekly basis, at the discretion of the Board, not to exceed \$25 per day.
- c) A one-time administrative fee of fifty dollars (\$50) may be charged if an Owner fails to respond to a Notice of Violation within the cure period.

### Section X.3 – Enforcement Committee

The Board may appoint a three-member Enforcement Committee, consisting of one Director and two Owners, to investigate alleged breaches, hold preliminary hearings, and make recommendations to the Board.

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## Article III, Section 4 – Leasing of Lots

### Section 4.1 – Leasing Restrictions

- 1. No Lot may be leased unless and until the Owner has delivered to the Board, at least fifteen (15) days prior to commencement of occupancy, the following:
  - a) A fully executed copy of the proposed lease, if applicable;
  - b) Names and contact information for all proposed occupants;

- c) Acknowledgment of compliance with all Association Rules and this Declaration.
  2. Owner-Occupied Rentals: If the Owner is renting a portion of their property while also residing on-site, no minimum lease term shall be required. The Owner must provide written notice to the Board of the tenant's name(s) within seven (7) days of occupancy.
  3. Non-Occupied Rentals: If the Owner is not residing at the property during the lease term, the minimum lease term shall be six (6) months. Short-term rentals, including but not limited to vacation or Airbnb-style rentals, are prohibited.
  4. All tenants shall be bound by, and the Owner shall be responsible for, compliance with the Declaration, Bylaws, and Rules and Regulations.
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## **Article IV – Use Restrictions and Rules**

### **Section 4.3 – Noise Ordinance Alignment**

The Association adopts and incorporates by reference the City of Decatur's noise ordinance. Any violation by an Owner or occupant shall also constitute a violation of the Association's rules.

### **Section 4.4 – Trash & Parking Compliance**

Owners and tenants must store all refuse in approved containers and park only in designated spaces. No more than two (2) vehicles per residence are permitted on a permanent basis: one in the garage and one in the parking pad.

### **Section 4.5 – Owner Notification of Leasing**

Owners must notify the Association in writing of their intent to lease at least fifteen (15) days in advance for Non-Occupied Rentals, and within seven (7) days of occupancy for Owner-Occupied Rentals. The Board shall maintain a registry of leased Lots.

### **Section 4.6 – Expectations of Renting Owners**

Leasing Owners shall:

- a) Maintain their Lots in good repair;
- b) Participate in at least one (1) HOA committee or annual meeting per calendar year;
- c) Abide by all common-area standards.

Failure to do so may result in the imposition of an annual non-participation fee of one hundred dollars (\$100).

### **Section 4.7 – Fees & Fines for Non-Compliance**

- Fine for Noise, Trash, Parking, or Occupancy Violations: up to \$25 per day after notice and cure period;
- Fine for failure to notify the Board of a lease: \$150.

**Section 4.8 – Corporate Investor Transfers**

No Lot may be transferred to, or held by, a corporate entity unless approved in advance by a majority of the Board and ratified by a majority vote of the Members at a duly called meeting.

**Section 4.9 – Grandfathering of Existing Owners**

Any leasing arrangements or Owner practices that were permissible prior to the adoption of these amendments shall remain valid for those Owners, provided that such practices are disclosed to the Board in writing within ninety (90) days of adoption. Grandfathered status shall apply only to the current Owner and shall not transfer upon sale of the property.

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Distributed: vlw

9/6/2025