



Shagbark

PROPERTY OWNERS ASSOCIATION, INC.

3150 N. Clear Fork Road
Sevierville, TN 37862

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shagbarkpoa.com

RESOLUTION

Shagbark Property Owners Association, Inc. Fines for Violations of the Covenants & Restrictions, By-Laws, Rules, and Regulations

WHEREAS, the Board of Directors of the Shagbark Property Owners Association Inc., pursuant to the Land Use Restrictions, Protective Covenants and Building Standards for Shagbark, Section B, is empowered to adopt a fine schedule to establish fines for the infraction thereof.

NOW, THEREFORE, BE IT RESOLVED that the following fine schedule is hereby adopted by the Board.

Any Property Owner, who is in violation, will first receive a written warning of the violation and an opportunity to cure for at least (10) days from the date of the mailing of the letter. If the violation is not cured, the Owner will then receive a notice of the fine assessment by the Board for the violation. Fines will be collected in the same matter of assessments. These fines are effective immediately upon approval.

CONSTRUCTION REGULATIONS (CR)

CR-1: Tree removal (including but not limited to clear-cutting), tree topping, or striping of topsoil in violation of Covenants and Restrictions is not permitted. All trees 6" or larger in diameter to be removed must be clearly marked **and require SPOA approval before they are cut.**

FINE \$5,000 PER TREE: NO MAXIMUM LIMIT.

CR-2: Construction damage to the existing pavement.

FINE: Actual Cost of Repairs. Including Excavation, Aggregate, Asphalt. No Limit.

CR-3: Dumping of construction debris in Shagbark.

FINE UP TO: \$1,000 Per Month Until Rectified.

CR-4: No dumping of excavating material from building, parking, and septic area shall be used as fill on any other lot within Shagbark without prior SPOA approval.

FINE: \$500 Up To a Maximum of \$5,000 to be determined by the Board of Directors.

CR-5: No building materials or construction aggregate stored in the public right-of-way road.

FINE: \$1,000 Per Month Until Rectified.

CR-6: New construction from the date of application approval shall be completed within 12 (twelve months) or request from ARC for an extension with only one specified extended date of completion permitted.

FINE: \$500 Per month after projected construction completion date until construction is completed.

CR-7: Construction dumpsters located on the roads, right-of-way, or in drainage ditches.
FINE: \$500 Per Month Until Rectified.

CR-8: Any structure erected, placed or altered without receiving prior ARC approval. This includes any fence, sidewalk, wall, driveway, or exterior television or radio antenna of any kind.
FINE: \$500 Per Month Until Rectified.

CR-9: Any exterior renovation without receiving prior ARC approval.
FINE: \$500 Per Month Until Removed or Approval is Granted.

CR-10: Building or paving (excluding driveway) erected or placed closer to the front, rear, or sides of the lot lines in violation of Shagbark's set back requirements without SPOA Board approval
FINE: \$500 Per Month Until Rectified.

CR-11: Deviation of construction or alterations from the approved ARC request. All deviations from the approved construction application must be approved by ARC.
FINE: \$500 Per Month Until Rectified.

CR-12: Building materials, trash, rubbish and other debris found on lot after construction is completed.
FINE: \$500 Per Month Until Rectified.

CR-13: No blocking of roads for construction or delivery of materials without proper notice to SPOA.
FINE: \$250 Per Incident.

CR-14: Construction debris on the construction site not cleaned up on a timely basis.
FINE: \$250 Per Day Until Rectified.

CR-15: Impeding ditches or otherwise blocking or interfering with community ditches/drainage.
FINE: \$250 Per Day Until Rectified.

CR-16: Construction slope runoff with no silt fencing or staked hay bale protection of topsoil and/or aggregate into the public right-of-way or ditches or adjacent properties.
FINE: \$250 Per Day Until Rectified.

CR-17: No storage of construction equipment on any lot not under construction.
FINE: \$250 Per Day Until Rectified.

PROPERTY REGULATIONS (PR)

PR-1: Tree removal (including but not limited to clear cutting), tree topping, or striping of topsoil in violation of Covenants and Restrictions is not permitted. All trees 6" or larger in diameter to be removed must be clearly marked **and require SPOA approval before they are cut.**

FINE: \$5,000 PER TREE: NO MAXIMUM LIMIT.

PR-2: Lots not properly maintained and cleaned including but not limited to; rubbish, trash, garbage, trees felled, building debris, household appliances and materials, or other waste matter. This also includes salvage yard, offensive, or noxious operations conducted or maintained within the property and any lot.

FINE: \$500 Per Month Until Rectified.

PR-3: Unapproved vehicles (campers, trailers, ATV's,) or building materials (not for immediate use) not within a dwelling or garage.

FINE: \$500 Per Month Until Rectified.

PR-4: Use of a non-permitted (not street legal) recreational vehicle in Shagbark.

FINE: \$250 Per Occurrence.

PR-5: Boats, trailers, RV's, camper, or un-wheeled vehicles storage of any kind without prior Board authorization.

FINE: \$500 Per Month Until Rectified.

PR-6: Off street storage of vehicles not currently registered or in operating condition, including but not limited to abandoned, inoperative, "junk" vehicles or equipment without prior Board authorization.

FINE: \$500 Per Month Until Rectified.

PR-7: Lots combined without prior authorization of the Board of Directors.

FINE: \$500 Per Month Until Rectified.

PR-8: Trees, brush and stumps, and other debris resulting from clearing of land not removed from the lot.

FINE: \$500 Per Month Until Rectified.

PR-9: Unapproved signage in public view.

FINE: \$500 Per Month Until Rectified.

PR-10: Satellite dishes in excess of 36" in diameter.

FINE: \$500 Per Month Until Rectified.

PR-11: Propane Tanks must be hidden from street view with ARC approved fencing or shrubbery.

FINE: \$250 Per Month Until Rectified.

PR-12: Unworkable or defective bear proof trash bins resulting in garbage/trash strewn on private property or public roadways and ditches.

FINE: \$250 Per Month Until Rectified.

QUALITY OF LIFE REGULATIONS

QL-1: Repair services, property maintenance personnel, cabin cleaners, construction contractors and/or their employees on premises no earlier than 7AM and off-premises no later than 7PM. Only exception is emergency repairs.

FINE: \$100 Per Incident.

QL-2: Keeping or breeding any animals, livestock, or poultry of any kind, except dogs, cats and other domestic pets, may not be kept, bred, or maintained for any commercial purposes.

FINE: \$500 Per Month Until Rectified.

QL-3: Any fireworks or explosive materials, or firearms discharged within Shagbark.

FINE: To be determined by the Board of Directors at the time of the violation due to the extreme danger of a fire hazard culminating in collateral damage to property and persons. FINE: \$500 Up To a Maximum of \$10,000 to be determined by the Board of Directors.

QL-4: Any fires in violation of the Property Owners Association Rules and Regulations.

FINE: To be determined by the Board of Directors at the time of the violation due to the extreme danger of a fire hazard culminating in damage to property and persons.

FINE: \$500 Up To a Maximum of \$10,000 to be determined by the Board of Directors.

QL-5: Any actions, included but limited to this list that does not comply with the Covenants and Restrictions, Rules and Regulations, or By-Laws of Shagbark.

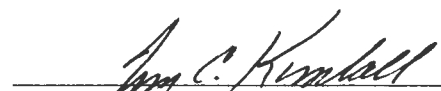
FINE: \$500 Up To a Maximum of \$10,000 to be determined by the Board of Directors.

Monthly fines shall commence on the first of the month and apply for the entire month. Fines levied in the middle of the month will become effective on the first day of the following month.

NOTICE OF FINES

The Owner receiving the notice of the fine has ten (10) days after the date of the mailing of the notice of the fine to request in writing a hearing before the Board and/or Officers related to the fine. SPOA legal fees, court costs, and other related expenses incurred during the process of collection of these fines shall also be the responsibility of the property owner. These charges will be in addition to any maximum fine amounts noted in this document.

The undersigned hereby certifies that he is the duly elected Secretary and the custodian of records of Shagbark Property Owners Association, Inc., a corporation duly formed pursuant to the laws of the state of Tennessee. The foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on December 18th, 2021, with 8 members voting in favor and 0 members opposed, and that said resolution is now in full force and effect without modification or rescission.

 12/18/2021

Jim C. Kimball, Secretary
Shagbark Property Owners Association