

Covenant Enforcement Program

Adopted July 1, 2007 – Revised August 2008

1. Every homeowner or lot owner in Deerpath should have a copy of the Covenants, and should be familiar with the terms of those Covenants. The Covenants are recorded with the Champaign County Recorders office and are public record. The covenants run with the land, and are apart of each lot in Deerpath Subdivision. They are referenced in every lot owner's title work when they purchased their lot or house. A lot owner in Deerpath Subdivision cannot elect to withdraw or not be a part of the recorded Covenants.
2. Upon observation of a violation of any of the Covenants, the homeowner or lot owner making the observation shall notify a member of the Deerpath Homeowners Association Board of Directors of the violation, with a description of the nature of the violation, the time, the date, and the address of the lot at which the violation occurred, and if possible, the name of the person violating the Covenants.
3. Upon receipt of such report of a violation, the board shall make reasonable efforts to investigate whether the violation did in fact occur. If, after investigation, the Board determines that a violation occurred, or is occurring, the Board shall immediately notify the owner(s), in writing, and if the violation is continuing, state a deadline for cessation of the activity that violates the Covenants. The notice shall specify the time, date, and nature of the alleged violation, as well as any other relevant information, including reference to the specific provision of the Covenants that applies.
4. Within ten (10) days of the date of posting of the letter described in paragraph 3 above, the person(s) to whom the letter was addressed shall contact a member of the Board of Directors or the Deerpath Homeowners Association to explain the circumstances of the violation, and to:
 - a) indicate the violation has ended; or
 - b) indicate when, within the deadline imposed by the Board, the violation will end; or
 - c) ask for an extension of time in which to end the violation, stating reasons which might justify and extension; or
 - d) provide proof that no violation occurred.
5. If after ten (10) days from the date of the notification letter, the Board has not received any response from the person(s) to whom the letter was addressed, or if any violation continues beyond the deadline for correction imposed by the Board, and any extension granted in the Board's discretion, the Board may impose a fine of \$25.00 per day for each day a violation occurs.

6. In cases in which a violation is corrected within the time period stated by the Board, but which is later repeated, each successive violation after the initial contact by the Board shall be subject to an immediate fine of \$25.00 per day from the date of reporting to the Board. It is the intent of this provision to avoid situations whereby, for example, a person who has violated a Covenant would stop the activity in question on the ninth day after notification from the Board, only to begin the activity that violates the Covenants again on a later date.
7. In addition to the imposition of a fine as described in paragraph 5 above, if the violation is not corrected within the deadline imposed by the Board and any extension granted in the Board's discretion, the Board may **institute suit** on behalf of the Homeowners Association for an injunction prohibiting future occurrences of the violation, for damages, and for any other appropriate relief.
8. If within thirty (30) days of the initial billing of the fine, the person(s) fined has not made full payment to the Deerpath Homeowners Association, the board may **institute suit for collection** of said fine and for any other appropriate relief.
9. **If suit is brought, the Board shall be entitled to recover, on behalf of the Deerpath Homeowners Association, the Board's reasonable attorney's fees and costs incurred in judicial enforcement of the Covenants and the collection of fines.**
10. **Upon entry of a judgment against the party violating the Covenants, the judgment shall be recorded as a lien against the property involved.**
11. All funds collected as a result of this procedure shall be deposited in the general account maintained by the Deerpath Homeowners Association, and shall be available for use as any other funds in that account, such as, but not limited to, funds collected as the annual assessment of association members.