



STONES THROW CONDO ASSOCIATION  
1003 STONES THROW DR. NW  
HUNTSVILLE, AL 35806



Phone/ Text: (256) 829-8563  
[www.stonesthrow.org](http://www.stonesthrow.org)

10<sup>TH</sup> NOV 2024

Dear Homeowner,

This letter is being sent to you because your unit is either **not registered on the PAYHOA portal** or **delinquent on your account**. Important communications are routinely sent through PAYHOA, and with the new policy now in effect, it will directly impact your unit. We strongly encourage you to register on PAYHOA as soon as possible to avoid additional fees and complications.

**Key Points to Note:**

- Balance Fees:** If your account carries an outstanding balance, a **5% monthly interest fee** will apply, as outlined in the **Bylaws (Section 21)** and the **2024 Violation and Fining Policy**. This interest will be automatically processed through PAYHOA.
  - December 2024** will be the first month this fee applies. You have until **November 30, 2024**, to clear your balance and avoid this fee and to avoid any legal action against your property. **If legal action is taken, you will be responsible for all costs associated, trying to collect the debt.** Timely payments help maintain the financial health of our community. Accounts that remain unpaid may incur additional fees and violation penalties.
- Violation Enforcement:** Moving forward, violations will be handled uniformly across all units. Some violations may be assessed without prior notice, but you will always receive a written notification.
  - To avoid fines, please ensure compliance with the **Association's rules and regulations**. Repeated or serious violations may lead to escalating penalties.
- Non-Registered Homeowners:** Since you are not registered for **PAYHOA**, all future communication, including violation notices, will be sent via **paper mail**, and you will incur additional mailing and handling fees.
  - Starting December**, there will be a monthly fee for non-registration:
    - For the first **6 months**, the fee will be **\$12 per month**.
    - After the first 6 months, this fee will **increase to \$25 per month**.
- Mailing Charges:** Any mail sent to your unit, ( if not registered ) after this letter, including violation notices, minutes, etc will be billed to your account, see cost on attached. You can avoid these additional charges by registering a valid email address on the PAYHOA portal, so all communication can be sent electronically.

If you have not yet registered on PAYHOA, please do so by **emailing [accountant@stonesthrow.org](mailto:accountant@stonesthrow.org)** to request a registration link. We will provide the link by the **end of the month**. Registering on PAYHOA will streamline communication and billing for your unit, where applicable.

For any questions or concerns regarding your account, this policy, or to request the registration link, please reach out via the **PAYHOA portal** or email **[accountant@stonesthrow.org](mailto:accountant@stonesthrow.org)**.

A copy of the **2024 Violation and Fining Policy** will be available on our website at [stonesthrow.org/documents/](http://stonesthrow.org/documents/) by the end of the week or on the PAYHOA. Thank you for your attention to this important matter. We appreciate your cooperation in helping maintain a respectful and well-managed community at Stones Throw.

Sincerely,  
The **Stones Throw Condominium Association** Board



President: [president@stonesthrow.org](mailto:president@stonesthrow.org)  
Board : [board@stonesthrow.org](mailto:board@stonesthrow.org)

[www.stonesthrow.org](http://www.stonesthrow.org)  
(256) 829-8563  
Call/Text

# Stones Throw Condominium Association

## Violation and Fining Policy

### (Including Uniform Schedule of Fines)

This document establishes the Stones Throw Homeowner Association's policy for imposing disciplinary actions, including a Schedule of Fines, for violations of the Association's governing documents. This policy is enacted in accordance with the Association's Bylaws and Covenants, Conditions & Restrictions (CC&Rs) to ensure compliance in a fair, transparent, and uniform manner. The policy outlines the authority of the Board of Directors to enforce rules, the categories of violations, the process for notifying homeowners of infractions, and the procedures for dispute resolution and appeals. The goal of this policy is to maintain a safe, peaceful, and harmonious community environment while protecting the rights and responsibilities of all Members. By defining the disciplinary framework, the Association aims to encourage proactive compliance and minimize disputes, thereby fostering a cooperative and respectful community culture;

1. **Authority of the Association's Board of Directors.** The Board of Directors (Board), pursuant to Bylaws section 17 and 26J, has the authority to adopt and establish rules, regulations and policies (collectively, "Rules") governing the use of Common Area and facilities within Stone Throw Condominiums, the personal conduct of Members, tenants and guests, and to take steps as it deems necessary for the enforcement of such Rules and the Association's Governing Documents (which in addition to the Rules, includes the Bylaws and CC&Rs).
2. **Categories of Violation.** Violations are divided into the following categories: Single Occurrence, Cumulative Violation of different rules, Ongoing Occurrence of the same violation, and Exceptional Violation of a grievous nature. Each category carries a possibility of a fine or other sanction imposed by the Board of Directors. All fines are set at the level necessary to encourage compliance with the CC&Rs and the Rules and Regulations.
  - **Single Occurrence:** A violation that happened once. Fine not to exceed \$20 to \$200 per documented first occurrence, unless otherwise noted.
  - **Cumulative Violation:** An ongoing pattern of rules violations that crosses multiple categories. Fine in some cases may not exceed \$1000 for the combined violations in a calendar month.
  - **Ongoing Occurrence:** Repeated occurrences of a violation. Fines may be levied daily or monthly, as needed until violation is cured.
  - **Exceptional Violation:** A violation of such singular or major nature as to not fit into the other categories or which may require special consideration on the part of the Board (or a Rules Hearing Committee can be appointed to review). No additional violations will be necessary. Fine not to exceed \$500 per documented occurrence.
3. **Member Responsibility.** Each Unit Owner or tenant is a Member of the Association and is responsible for complying with the Governing Documents. Per State law, a homeowner and tenant agree to abide by the HOA rules at the time of purchase and or leasing of a property. Owners are required to give their tenants, if any, copies of the Governing Documents and of amendments and new Rules as they are adopted. Owners are also responsible for ensuring that their tenants, invitees, guests, and Unit occupants comply with the Governing Documents. In the case of violations by tenants, invitees, guests and Unit occupants who are not Members of the Association, the Association will notify the Unit Owner, on the deed or approved representative. Any fines for non-compliance or Reimbursement Assessments will be imposed against the Owner of the property. For example:
  - *"If someone were to break a glass in the pool, the association would be obligated to have the pool drained and all the glass removed, so as not to cause harm to homeowners. The associated cost to perform this work would be at the expense of that homeowner/unit/tenant plus an administrative fee. The Board would have to impose a Reimbursement Assessment to recoup the cost to bring the area to a safe manner."*
  - *"If a homeowner were to fail to pay their dues, the association may be required to engage legal counsel to collect the outstanding amounts or pursue the matter in court. The cost of legal fees, court costs, and any other related expenses would be the responsibility of that homeowner/unit/tenant, in addition to the outstanding dues. The Board would need to impose a Reimbursement Assessment to recover the costs incurred in enforcing the association's rules and maintaining the financial health of the community"*

4. **First Notice & Violation:** Depending on the nature of the violation, an owner/tenant will have two (2) to seven (7) calendar days after notice to cure a violation, unless otherwise indicated. In some cases, initial notices may be verbal but will follow up with an email or letter via the online portal. Some violations, by their nature, do not exist for more than forty eight (48) hours, for those violations, notice of violation will be given and subsequent violations of the same kind occurring after two (2) days shall be considered a continuation of the violation and shall be subject to fine in such order. For example, an owner who allows their pet to wander off leash will be given notice of violation and fined because the violation mentioned explicitly in the bylaws. If they allow their pet to wander off leash more than twenty-four (24) hours after notice, they will be fined each time the pet is found off leash or as prescribed.
5. **Notice.** The Board will determine whether to impose a fine (beyond a first violation) or other sanction, such as suspending any rights or privileges or levying a "Reimbursement Assessment", the Board will notify the Member in writing. The notification shall to the best of its ability via Payhoa and/or if not registered, via certified mail at homeowner cost, see Schedule of Fines, if not registered on the portal:
  - a. **Identify the governing document provision that has been violated.**
  - b. **When the first notice/violation was imposed.**
  - c. **Describe the nature of the violation.**
  - d. **Identify the date, time and place of the meeting (physically, online communication, video call or the agreed upon method.**
  - e. **Describe the corrective action to be taken by the Member and the time within which it must be done (if applicable);**
  - f. **Describe intended or possible sanction(s); and**
  - g. **Give the Member the opportunity to request a meeting and to address the Board regarding the alleged violation/fines, (physically, on online, group phone call or video).**

If the Member's failure to correct a violation results in the expenditure of funds by the Association to correct the violation, the notice shall also state that the Board may levy a Reimbursement Assessment if the Board finds that a violation has occurred ( and not corrected ), second violation and beyond.

The notice shall either be given personally to such Member or sent by first-class<sup>§,4</sup> , online portal or certified mail<sup>§,4</sup> to the last address for the Member shown on the Association's records ( or a combination of some of the noted delivery methods<sup>§,4</sup> ) .

6. **Hearing.** The Board may choose to conduct a hearing if the homeowner if the HOA member disputes the violation. Disputes must be made in writing and submitted with ten (10) days on the Payhoa.com portal. The Member is entitled to attend the hearing and to address the Board. The President or vice-president shall read the charges against the Member. The Member is allowed to present evidence and testimony on his or her examine all evidence presented. The Board is entitled to question all witnesses present. The Board shall have the exclusive power and authority to impose disciplinary action.
7. **Imposing Disciplinary Action.** The Board may impose one or more sanctions if it determines at the meeting that a member or his or her tenant, invitee, guest or Unit occupant has committed a violation of a particular governing document provision. This action may be imposed even if the Member does not appear at the hearing when scheduled or does not submit a written explanation to the Board at or before the time
8. **Notice of Board's Decision: Effective Date of Sanction.** The Board shall notify the Member of its decision, in writing, within fifteen (15) days after the hearing. Failure to notify the Member within such fifteen (15) day period shall invalidate the Board's action. A fine or Reimbursement Assessment shall become effective no sooner than ten (5) days after the date of the hearing.
9. **Grievance Committee.** The Board may appoint a "Grievance Committee," as authorized and directed by the Board, to investigate alleged violations and meet with the alleged violator and complaining parties (if any). The Grievance Committee also makes findings (as to whether a violation has occurred) and provides recommendations to the Board concerning sanctions. However, the final determination on whether a violation has occurred and the decision to impose sanctions (including the type of sanction(s) that will be imposed, if any) shall be ultimately made by the Board.

10. **Payment of Fines.** Fines (also known as “monetary penalties” or “Enforcement Assessments”) are due when imposed and are deemed delinquent if not paid within fifteen (15) days after they are due. All sums payable hereunder by a Member shall bear interest at the maximum rate permitted by law and/or a late fee as prescribed by the bylaws, commencing on the date the said sums become delinquent. Effective the implementation of this policy, all late delinquent changes will incur a five (5%) interest on outstanding balances. Any unpaid fines are subject to the delinquency policy and will be treated as such.
11. **Schedule of Fines.** The Schedule of Fines adopted by the Board is attached to this Policy and may be modified as needed, from time to time. The Board may amend the amounts from time and would become effective thirty (30) days after homeowners are provided notice via the online portal or other approved means.
12. **Additional Corrective Measures; Reimbursement Assessment.** The imposition of fines and suspension of voting and use rights are in addition to the requirement that Members comply with the governing documents. Compliance may include, but is not limited to, correcting, repairing or replacing non-complying conditions, all at the Member’s expense by.
13. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the governing documents to enforce the provisions of the Association’s Governing Documents (including Rules). These remedies include, but are not limited to, requesting internal dispute resolution, requesting that the matter be submitted to some form of alternative dispute resolution such as mediation or arbitration, right of entry to correct a violation, or bringing an action in court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing later to pursue another remedy.
14. **CC&R Provisions Also Apply.** The CC&Rs, in particular, Article 26, also addresses and applies to the holding of hearings and imposition of fines and other sanctions against Members.
15. **Liens.** The Association may secure recovery of any fines imposed and the costs of enforcement by recordation of a lien or liens to the extent not prohibited by law. As of the date of adoption of this Policy, liens that are recorded to secure fines may not be enforced by non-judicial foreclosure. See the delinquency policy.
16. **Association’s Duty of Enforcement.** Failure by the Association to enforce any provision of the governing documents shall in no event be deemed a waiver of the right to do so thereafter.
17. **Amendment of Policy.** As provided in 26J of the bylaws, Board may amend this Policy without providing advance notice to the Owners.

## Stones Throw Condominium Homeowners Association Uniform Schedule of Fines

To ensure compliance with the Governing Documents of Stones Throw Homeowners Association, Members may be fined for violations. The Association's Board of Directors has adopted this Schedule of Fines, which will be in effect until changed by action of the Board of Directors. Any violation of the Governing Documents either by a Member or a Member's tenant, invitee, guest or Unit occupant shall be subject to the following fines:

	Warning / Reminder + Cure Time	1st Violation &/or Time to Cure		Fine ( 10 days after Cure Date )	Fine (20 days after 1st Notice )
		Violation	Time to Cure Violation ( $\alpha$ )	2nd	3rd Plus
				Violation <sub>1</sub>	Subsequent 2
Architectural $\beta$		\$50	7 days.	\$100	\$200
Automobile (Expired Tags beyond 30 days)		\$25	7 days.	\$100	\$200 + Tow
Automobile (Other Violation)		\$25	7 days.	\$100	\$200 + Tow
Parking Violation (Bylaws 26C ) $\beta$		\$50	3 days.	\$100	\$200
Decks, Patios, Parking Spaces	X	\$50	2 days	\$100	\$200
Excessive Noise		\$50	24hrs / Immediately	\$100	\$200
Advertisement on Window	X	\$25	24hrs.	\$75	\$150
Misuse of Common Area or Facilities		\$50	24hrs.	\$100	\$200
Failure to Register Pet / Animal ( Pet bylaws ) $\infty$		\$50	7 days.	\$100	\$150
Pet /Animal Violation - Poop DNA ( positive test		\$150	5 days.	\$250	\$400 $\infty$ #
Pet/Animal - Illegal Pet $\infty$		\$200	5 days.	200 +Recurring \$5 daily fee.	\$ 250 +Recurring \$10 daily fee.
Pet/Animal Violation – Nuisances #	X	\$50	2 days.	\$100	\$150
Vandalism ( $\beta$ )		\$100	24hrs	\$200	\$300
Illegal Trash Dumping $\beta$		\$100	24hrs / Immediately	\$150	\$250
Pool Violation $\S$		\$50	24hrs	\$150	\$200
Verbal Abuse		Warning	24hrs.	\$100	\$100
Serious Personal Endangerment or Serious Health Hazard ( <sup>4</sup> )		\$100	24hrs / Immediately	\$200	\$300
Pool Key Replacement ( Key Fob x 2 )		75 #	-	\$100	\$125
Certified Letter Mailing $\beta$		\$20	-	\$20	\$20
Signature Confirmation (due to violation). $\beta$ , 4		\$35		\$35	\$35
Other Violation/s	X	\$50	2 days / Advised	\$100	\$150
Non-Registration on Portal.	X	-	7 days	\$12 monthly <sup>(4)</sup>	\$25 monthly after 6 month <sup>(4)</sup>
Physical Check Deposit (Dues)		\$10		\$25	\$50 per check.
Lien Placement ( Courthouse )		\$100			
Lien Removal ( Courthouse )		\$100			
Legal From Lawyer ( Notice ) $\S$ , 4	X	Cost of Service	As advised	Cost of Service	Cost of Service

∞	Fines have been predetermined by other Covenants and Restrictions ( CC&R ) in the past.
α	If Violation is not cured within the time allocated, the fine shall be effective and must be paid within allotted time.
β	Reimbursement Assessment may be required/accessed. <sup>4</sup>
#	See appropriate policy
§	The cost to reimburse the Homeowners Association (HOA) in the event that correspondence issued by the Board is not responded to, or if violations continue to persist. <sup>4</sup>
	Time to cure an issue can be extended (reasonable ) if requested in writing to the Board.

The above/following policy was adopted by the Stones Throw Homeowner meeting on 8<sup>th</sup> June 2024. The Policy became effective (thirty) 30 days after delivery via PayHOA. It was revised to bring it into conformity with the Association's Amended Bylaws and Amended Declaration of Covenants, Conditions and Restrictions ("CC&Rs").

<sup>1</sup> Applies to a second violation of the same type.

<sup>2</sup> Applies to a third or subsequent violation of the same type.

<sup>3</sup> Actions that may result in or do result in serious personal endangerment or a health hazard are subject to higher fines. An example of a rule violation that can result in serious personal endangerment is wrong- way driving in the community. An example of a rule violation that can result in a serious health hazard is maintenance of too many pets without regard to the unit's cleanliness.

<sup>4</sup> To cover hard copy mailing or certified mailing (additional services). Removed after appropriate and full registration to [www.payhoa.com](http://www.payhoa.com)

18. **Association's Duty of Enforcement.** Failure by the Association to enforce any provision of the governing documents shall in no event be deemed a waiver of the right to do so thereafter.
19. **Amendment of Policy.** As provided in 26J of the bylaws, Board may amend this Policy without providing advance notice to the Owners.