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# ***RULES & REGULATIONS***

Kingslee Heights Home Association

March 14, 2017



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**TABLE OF CONTENTS**

Introduction ..... 3

Management Company..... 4

Dues and Collections ..... 5

General Rules ..... 7

    Noise and Disturbance..... 7

    Damage to Property ..... 7

    Garbage and Recycling ..... 7

    Sales and Signs ..... 8

    Grills ..... 8

    Miscellaneous Rules ..... 9

Architectural .....10

    Decks & Patios .....10

    Holiday Decorations .....11

Landscaping .....12

Garage, Parking and Street Use .....13

Leasing .....14

Pets.....16

Amenities:.....17

    Club House .....17

    Pool .....19

    Tennis Court .....20

Complaint Procedure.....21

Enforcement Policy .....22

    Penalties for Violations of the Rules and Regulations .....22

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## **INTRODUCTION**

Rules must be defined when a group of people share property. These rules and their enforcement are essential to preserve property values in the community. In addition, they are intended to promote the maximum enjoyment of the property by all Owners/Residents, as well as their health and safety. Rules and Regulations are important in day-to-day communal living. Reasonable rules, as defined within this document, will help make the sharing of property convenient for all those involved. When Rules and Regulations are not followed, the Association must act firmly and impartially and, when necessary, impose penalties for violations. Without proper enforcement, they would mean little. We always strive to increase the beauty of our property and the value of our homes as an investment.

Every owner, resident and their guests shall comply with these Rules and Regulations, and with all applicable laws in regard to the Association. The violation of any Rule shall subject the owner to fines or other penalties as determined by the Association's Board of Directors, and as provided in the Declaration and By Laws.

These Rules and Regulations supersede previously issued Rules and Regulations ("Community Standards") document in the past. The Board of Directors has the authority, as stated in the Governing Documents, to levy fines for violations of the Rules and Regulations and the documents governing the Kingslee Heights Homeowner Association.

Complaints should be reported to the Management Company which will take appropriate action as requested by the Board.

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## **MANAGEMENT COMPANY**

Please call the Management Company with any Association related questions, comments or to report a violation.

### **Sharper Management**

10340 Viking Dr.  
Suite 105  
Eden Prairie, MN 55344

Phone: 952-224-4777

Email: [info@sharpermanagement.com](mailto:info@sharpermanagement.com)

Web: [www.sharpermanagement.com](http://www.sharpermanagement.com)

### **Management Services**

- Bookkeeping
- Accounts Payable/Receivable
- Preparation of Monthly Financial Statements
- Collections
- Supervision of Insurance Claims
- Correspondence to Homeowners
- Administration of the Rules & Regulations
- Maintenance of Files and Records
- Solicitation of Bids from Vendors
- Serve as a Liaison Between the Board and Members

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## **DUES AND COLLECTIONS**

### **Monthly Assessment (Dues)**

The monthly Association assessment is due on the first day of each month; delinquency begins on the 10<sup>th</sup> day of the month. It is imperative that all members be current on their monthly assessments. Association members who are delinquent in their assessments shall be assessed a late charge. Please refer to the Kingslee Heights Declaration for additional charges and penalties that may be assessed in a delinquent situation.

The Association uses your monthly assessments to cover the costs of maintenance, including snow removal, lawn care, costs of property management, garbage removal, etc. They are also used to establish and maintain reserve funds for capital improvements and repairs such as roofs, driveways and retaining walls.

### **Collections**

The Collection Policy for Kingslee Heights Home Owners Association shall be executed by the Managing Agent. The following steps will be taken during the Collection Process.

1. For accounts that become more than thirty (30) days past due, the Managing Agent shall send the delinquent member notifying that the account is past due and requesting payment.
2. If there is no acceptable response from the delinquent owner to the initial letter, the Managing Agent shall send the member a second letter giving the member ten (10) days to pay the account in full, and notifying the member that failure to bring the account current will result in the account being referred to an attorney for collection.
3. If there is no acceptable response to the letter referenced in step 2, the Managing Agent shall direct the attorney to send a demand letter to the delinquent member requiring the member to pay the account in full or dispute the debt within 30 days. If an account is sent two demand letters from the attorney within a calendar year, dues may be accelerated (all dues remaining for the

calendar year) at the time the second demand letter is sent from the attorney.

4. If the account remains delinquent, the Managing Agent shall advise the attorney to prepare lien documents to be recorded against the delinquent member's unit. Thereafter, the Association and/or the Managing Agent, in consultation with the retained attorney, shall determine what additional process may be necessary to see collection of the delinquent assessments, including but not limited to pursuing a judgement against the delinquent owner and foreclosing the lien.

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## **GENERAL RULES**

### **Noise and Disturbance**

1. No Activity shall be carried out on the Common Elements that is annoying, noxious, offensive, or is a nuisance to the residents of Kingslee Heights.
2. Residents and guests shall not make or permit unreasonable noise from any source in their residence, or in the Common Elements, that will disturb the community at any time of day or night.

*An individual's right to peace and quiet is guaranteed by civil law. Disturbing the peace, as defined by law, is not restricted to late hours, but occurs whenever unreasonable or excessive noise is generated. If attempts to reason with the creator of the disturbance have failed, or if you don't wish to confront them, call the police directly. The Management Company should then be notified of such disturbance.*

### **Damage to Property**

1. Damage to the Common Elements by residents and/or their guests shall be reported to the Management Company for appropriate actions.
2. Any damage to the Common Elements may be repaired by the Association and the repair costs assessed to the unit owner responsible.

### **Garbage and Recycling**

1. Garbage and recycling shall be kept in the containers provided by the Association. Further, containers are to be stored in the garage.
2. Garbage and recycling containers shall be placed for pickup no earlier than the evening before pickup day, and returned to the garage the evening of pick up.
3. Dumpsters and dumpster bags are allowed only in owner's driveways during the demolition phase of a project and in no case longer than 2 weeks, unless otherwise approved in advance and in writing by the Board of Directors.

### **Sales and Signs**

1. Garage sales, rummage sales, or estate sales are not permitted anywhere or at any time in the Kingslee Heights Association, without prior approval from the Board of Directors.
2. "For Sale" and "Open House" signs are to be erected only during the time of the open house, and not to exceed twelve hours within a 24 hour period.
3. "For Sale" and "Open House" signs are to be of the temporary foldup variety

### **Grills**

#### ***Grill And Fuel Use Restricted***

1. The following are prohibited by the Kingslee Heights Homeowners Association (KHHA):
2. any size propane grill, charcoal grill, all types of food smokers, and any open flame equipment. These are prohibited on both decks and patios. The use of propane, charcoal or any other non-approved fuel is also prohibited.

#### ***Fuel Storage Prohibited***

3. The storage or use of any fuel or chemical, or device for barbecue, food smoking, torch, or any other heating or lighting is prohibited. Storage of fuels and containers for such inside the garage or unit is prohibited.

#### ***Approved Grills For Use***

4. The approved use of barbecue grills is restricted to natural gas or electric grills, and also a proper installation.

#### ***Installation of Grills:***

5. Before installation begins, one must apply to the KHHA Architectural Control Committee and receive written approval from the KHHA Board of Directors (Find Form on KHHA web site). For natural gas grills, a city of Bloomington Building and Inspection Division permit is required in addition to Kingslee Heights Board of Directors approval before the installation of a natural gas line.
6. Furthermore, approved gas grills shall be installed permanently by being fastened in place, be permanently plumbed to the building natural gas supply, and meet a clearance requirement of a minimum clearance of 18 inches on all sides, or the manufacturers required clearances. Also, the gas connection shall be done by a licensed gas-fitter.
7. If the grill is electric, clearance requirements are the same as the gas grill. However, the electric grills must be connected to a proper



electrical outlet which is part of the buildings electrical system.  
Furthermore, any use of extension cords to power the grill is prohibited.

**Miscellaneous Rules**

1. Wasps and hornets are attracted by the cedar wood on our townhomes. Each resident is responsible for the removal and destruction of any nests on their unit.
2. Residents are not permitted to use poisons outside of the residence.

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## **ARCHITECTURAL**

The Association Board of Directors has established the Association Architectural Control Committee to report and make recommendations to the Board of Directors.

1. Individual homeowners shall not alter the appearance, construct or erect anything on any portion of the Common Elements. If a homeowner has a proposal for a change to the Common Elements, the homeowner may make a suggestion to the Board of Directors, which may then consider whether such change is to be undertaken by the Association.
2. Individual homeowners must complete and submit for approval the KHHA "Application Form for Exterior Changes, Repair or Construction" (form #011) at least 30 days before any proposed exterior home repairs, alterations or additions are made.
3. Forms can be found on the Kingslee Heights website at <http://www.kingslee.org/architecturalcontrol.html>, or by request to the Management Company.
4. Residents are responsible for keeping common area free of rubbish (remodeling materials and debris), unsightly materials and are responsible for removal of waste. Any damage to common property by the resident or their contractor shall be repaired at the expense of the resident.

## **Decks & Patios**

1. Painting and maintenance of deck and patio surfaces are the responsibility of the homeowner.
2. Owners and residents have exclusive rights to the use of decks and patios attached to their units, including the placement of exterior furniture inside the balcony's walls and railings, and inside the bounds of the patio's floor.
3. Decks and patio areas are to be kept in a clean and in an orderly fashion in order to maintain an aesthetically pleasing community.

4. Plant containers with living plants are acceptable on deck railings, patios, entryways and at the edge of driveways. Plants are to be removed when dying or dead.
5. Antennas, weathervanes, pennants, insignias, emblems, and name signs may be attached on the interior of the deck space, provided they are not above the divider wall.
6. Boxes, laundry, clothing, clotheslines, rugs and the like are not to be hung from the railings on the deck or patio.
7. Wind chimes, bells or any items which makes noise are prohibited.
8. Firewood must be stored in the garage; storage of firewood outside a Dwelling, including on decks or patios, is prohibited.

### **Holiday Decorations**

1. From December 1<sup>st</sup> to April 15<sup>th</sup> the following rules apply:
  - a. Colored or white lights may be displayed on the deck rails, above the garage and on adjacent trees and bushes. All lights are to be turned off by January 31. Lights and wiring must be removed by April 15.
  - b. Wreaths or decorations may be mounted on the garage, provided they do not block the house numbers as required by the post office, fire department and police department. They must be removed by January 31.
  - c. All fasteners used for outdoor displays are to be removed by April 15.
  - d. Roof displays are not permitted.
  - e. Any other outdoor display must be approved in writing by December 1 by the Architectural Committee and the Board of Directors.

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## **LANDSCAPING**

The Association Board of Directors has directed the Management Company to oversee all matters pertaining to grounds maintenance and improvements, in accordance with the Association's maintenance obligations set forth in Section 9.1 of the Declaration. The Management Company will report landscaping activities to the board on an ongoing basis, via email or the monthly management report. Any improvements or repairs must be reviewed and approved by the board before starting work.

1. Planting of any kind on the Common Areas by individual residents is only permitted with prior review and approval from the Board of Directors.
2. Individual homeowners must complete and submit for approval a Landscape Change Request form at least 30 days before any landscape work is to begin.
3. The Landscape Change Request form can be found on the Kingslee website at <http://www.kingslee.org/landscape.html>, or can be requested from the Management Company.

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## **GARAGE, PARKING AND STREET USE**

### Parking Rules for the Common Parking Areas, Driveways and Garages

The streets in all circles are the Common Property of the Association and are intended to serve the sole purpose of facilitating ingress/egress to units by motor vehicle. As such, they are not to be used for any other purpose that may obstruct such access or egress, or constitute a risk of injury to any resident or guest.

1. Common Area parking and drives/streets are not intended for permanent parking or storage of vehicles by residents or guests.
2. A maximum of two (2) cars may be parked on the driveway – and they must be parked parallel to each other. All vehicles parked on the driveway must be located on the end closest to the garage.
3. Trailers, motor homes, boats, trucks, recreational vehicles, all-terrain vehicles, commercial or service vehicles, other motorized vehicles, storage containers that do not fit in the garage may be parked in driveways and Common Area parking for loading and unloading purposes only. Loading and unloading is permitted for a 48 hour period, once in a 30 day period.
4. All vehicles must be operable and meet state requirements for driving on streets or highways, and must display current license plates/tabs. Inoperable or unlicensed vehicles may be towed, with a 24 hour notice, at vehicle owners' expense.
5. Vehicles parked in the Guest Parking areas are to be removed immediately following a plowable snowfall. Vehicles not in compliance are subject to tow at vehicle owners' expense.
6. Vehicles that are objectionable in appearance, dented, rusted, in need of paint or are otherwise unsightly must be parked in the garage.
7. Common Area parking, streets and driveways are not to be used for vehicle repairs.
8. Any leaking substance, such as oil, gasoline or other vehicle fluids that can damage the driveways, Common Area parking and streets shall be cleaned immediately by the owner. If the substance is not cleaned following notification to owner, the Association may clean and assess the repair costs to the homeowner.
9. A 10 MPH speed limit shall be observed on all Association streets.
10. Garages may not be used solely for storage, as their primary purpose is for parking of vehicles. Garage doors are to be kept closed except when in use or cleaning.

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## LEASING

Section 7.7 of the Kingslee Heights Declaration states the following:

“Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) no Unit shall be leased for transient or hotel purposes; (ii) no Unit may be subleased; (iii) all leases shall be in writing; and (iv) all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section.”

All leases at Kingslee Heights must comply with the following Rules and Regulations:

1. Owner must notify the Kingslee Heights Homeowners Association (KHHA), through the management agency, at least 30 days prior to executing a lease on their Unit. Owner must meet all requirements of both the City of Bloomington and of the Association prior to executing a lease.
2. Owner must provide a copy of the Rental Housing License to the Association, through the management agency, as required by the City of Bloomington Code Sec. 14.569, 30 days prior to the execution of a lease, but not later than the commencement of the lease.
3. Owner must conduct and maintain a criminal background check on all tenants above the age of 18 that reside in the Unit during a lease, as required by the City of Bloomington Code Sec. 14.582.
4. All leases must include a Disorderly Behavior and Nuisance Conditions Addendum, as required by the City of Bloomington Code Sec. 14.584
5. No lease shall be less than 12 months.
6. All leases must contain a clause requiring the tenant(s) to abide by all Kingslee Heights Homeowner Association Governing Documents,

including the Articles of Incorporation, Declaration, Bylaws, and the Rules and Regulations.

7. A copy of the Association's Rules and Regulations must be provided by the owner to their tenant(s) within 10 days of the execution of the lease, but not later than the commencement of the lease.
8. The Association will hold the owner responsible for any rule violations by their tenant(s).
9. A copy of the lease must be provided by the owner to the Association, through the management agency, within 10 days of the execution of the lease, but not later than the commencement of the lease.
10. Tenant contact information must be provided to the Association through the management agency.
11. Owner's alternate contact information (day and evening telephone numbers and addresses) must be provided to the Association through the management agency.

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## **LEASING POLICY ENFORCEMENT**

Any owner found in violation of the aforementioned Leasing Rules and Regulations is subject to a \$100 weekly fine assessed against the unit, until they are found to be in compliance.

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## **PETS**

The Board has authorized the keeping of a maximum of two pets (defined as a dog, cat or bird) per household. This privilege is subject to termination at any time by the Board of Directors. Principal causes of termination are: determination that the pet is vicious, annoying to other residents or has become a nuisance to the Kingslee Heights community. The owner assumes full responsibility for all damages to persons or property resulting from the presence of the pet in the Kingslee Heights Community.

1. Pets must be on a physical (as opposed to electric/radio style) leash at ALL TIMES while on Common Areas. This is an ordinance of the City of Bloomington. Violations of this ordinance may be reported to the City of Bloomington Animal Control as well as the Association. Fines for violations may be imposed by both the Association and the City, as each entity sees fit.
2. Pet owners shall ensure that their pets do not make noise that disturbs persons outside the residence or in adjacent homes.
3. Owners shall IMMEDIATELY remove all pet waste from their Lots and/or Common Areas.
4. Owners are responsible for any damage to their Lots and/or Common Areas caused by pet waste.
5. Pets may not be tethered on any Lot and/or Common Area.
6. Pets are not permitted in the pool, pool deck area, tennis court or Club House.



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## **AMENITIES:**

### **Club House**

The Club House is the focal point of virtually all Kingslee Heights social and recreational activities and is, in effect, our community center. It behooves us all to do our best to maintain it. It is a credit to our community. It is important to explain the rules to your family and guests so that all residents and guests are aware of the rules and abide by them so that all Club House users can enjoy the facility. It is expected that all furniture and equipment will be used with care and discretion.

The Club House may be used only by residents for private parties when it is not scheduled the same day for Kingslee Heights official meetings or community affairs. Any approved group must adhere to all Club House rules.

1. To reserve the Club House for an authorized event call the resident designated to oversee the Clubhouse reservations. The designated resident's name and phone number can be found on the Kingslee website at <http://www.kingslee.org/generalnewsandrules.html>.
2. Homeowners may reserve the Club House for a private event no earlier than 60 days before the event.
3. The facilities cannot be reserved for holidays or the evening before a holiday, except with prior written Board approval.
4. If residents reserve the facilities for use by their children or grandchildren, the resident must be in attendance at all times.
5. Use of the Club House for parties or other entertainment is a privilege of Kingslee Heights residents exclusively.
6. The Club House can be reserved for a fee of \$25 (personal check payable to Kingslee Heights Homeowner Association) plus a refundable clean up deposit of \$25 (personal check payable to Kingslee Heights Homeowner Association). Payment must be submitted to the resident designated to oversee the Clubhouse reservations, who will provide a key to the front door to the Club House upon receipt of such payment.

7. The Bloomington Fire Inspector has directed that the patio doors have the locking bars in an open position whenever the clubhouse is being used.
8. All personal property must be removed, all cleaning completed, and the key returned by 10 a.m. the day after use. If the Club House is found to be in acceptable condition by the designated person who provided the key, the \$25 clean up deposit will be returned.
9. If professional cleaning and/or repair of the Club House is necessary after use by a resident, the clean up deposit is forfeited, and any charges incurred by the Association for clean up and/or repair may be assessed to the homeowner responsible.
10. As part of the cleanup, all garbage and trash must be totally removed from the Club House (kitchen, restrooms and outside) and taken to your unit for pick up.
11. Scheduled parties for the Club House should be conducted with consideration for the nearby residents.
12. Lock all doors and fasten security bars on sliding doors of Club House when leaving.
13. When guests leave the Club House at night, remind them to be quiet, not to slam car doors and observe the Association speed limit of 10 MPH.
14. If your plans change, please cancel your reservation as soon as possible by calling the resident designated to oversee the Clubhouse reservations.
15. Residents may not use the Club House for events for groups such as social or service clubs, forums, religious bodies, youth or senior organizations, business presentations, special causes or entertainment without special approval by the Board of Directors.
16. No one in wet bathing attire is permitted in the meeting or social area of the Club House. Chlorine is damaging to the carpet and furniture.
17. Bicycles and tricycles shall not be parked near the Club House sidewalks, gates or pool area.

18. Bicycles, tricycles, skate boards, roller blades and other types of sporting equipment are not allowed in the Club House, Pool or Tennis Court Area.

### **Pool**

1. Use of the swimming pool is limited to residents and guests (children, grandchildren, friends, etc.).
2. Guests and persons under 18 years of age are not permitted in the pool or pool deck area unless accompanied by an adult resident.
3. Use of the swimming pool and deck area may not be reserved for private parties.
4. Each unit can invite no more than 12 guests to the pool at any time.
- 5. All persons use the pool at their own risk and diving is not permitted. There is no lifeguard on duty at any time.**
6. The emergency phone in the Club House shower area may be used for personal calls not to exceed 5 minutes.
7. Pool hours are 7 a.m. 10 p.m.
8. Proper swimming attire is required in the pool. No tennis shorts, cutoffs or similar attire are permitted in the pool.
9. Showering: any person using a public pool must take a cleaning shower using warm water and soap and thoroughly rinse off all soap before entering the pool enclosure. A user leaving the pool to use the toilet must take a second cleaning shower before returning to the pool enclosure. A person who exercises and or applies lotion must shower before using the pool. (per Bloomington City Codes)
10. If a child is not toilet trained, a swim diaper must be worn at all times in the pool area.
11. Floats and similar equipment (inner tubes, balls, etc.) are not permitted in the pool except when worn on the person or used to improve swimming skills.
12. The City of Bloomington swimming pool ordinance requires the yellow safety line with floats to be in place at the transition line when pool is in use.

13. Beach towels or blankets are required at all times over lounge pads to prevent deterioration and contamination. Furniture and lounge pads are not permitted in the water to prevent their damage.
14. For safety reasons, no drinking glasses, glass bottles, glass ashtrays or other glassware are permitted in the pool area. Use non-breakable plastic, paper or metal containers.
15. For safety reasons, all radios and other audio equipment must be kept at a low volume that cannot be heard beyond their immediate location. Only battery powered equipment is allowed on the pool deck.
16. Pets are not permitted in the pool or patio area.
17. Close umbrellas and return chairs to original, neat order before leaving pool area.
18. Bicycles, tricycles, skates or skateboards may not be parked on pool deck, sidewalk or near gates.

### **Tennis Court**

1. Use of tennis courts is on a first come, first served basis. Reservations are not required.
2. Please limit play to one hour when players are waiting
3. Only tennis play is permitted on the tennis court. Hours are from 7 a.m. – dusk.
4. Only non-marking tennis shoes are acceptable on the court.
5. The correct height of the tape of the centerline court is 36" and no higher.
6. If no players are waiting when you finish, slightly loosen the tension of the net.
7. Be sure the gate is properly locked when you leave the court.

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## **COMPLAINT PROCEDURE**

Since voluntary compliance with the Association rules is not always obtained, it has occasionally been necessary for the Board and the Association committees to deal with these situations. The policy outlined below is an attempt to formalize the handling of various complaints addressed to the Association.

Since we are, after all, all neighbors, the Board requests that a person with a complaint about a neighbor's violation first attempt to obtain voluntary compliance without official intervention. If such efforts are unsuccessful, complaints regarding violations of the Governing Documents or Rules by owners/occupants should be reported to the Management Company. Anonymous complaints will not be accepted.

Questions regarding the Association-adopted Rules and Regulations should be forwarded, or submitted in person or in writing, at a meeting of the Board of Directors.

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## **ENFORCEMENT POLICY**

### **Penalties for Violations of the Rules and Regulations**

Violation of any rule set forth in this document or any provision of the Articles of Incorporation, By-Laws, or Declaration is subject to the following enforcement procedure:

A written Notice of Violation describing the violation and citing the provision in the Articles of Incorporation, Declaration, By-Laws, or Rules and Regulations that was violated will be issued to the Owner. Notice shall be mailed to the property's address unless the Owner has provided in writing another mailing address. Such Notice will state that the Owner has 15 days from the date of mailing or delivery of the notice to remedy the violation in accordance with the remedy described in said notice.

The Notice will further provide that in the event that the violation is not remedied within 15 days from the mailing or delivery of the Notice, that an initial fine of \$50 will be levied against the owner of record, which if not paid within 15 days will be increased to \$150, and if the latter amount is not paid within another 15 days, an additional fine of \$5 per day will be added to the fine until payment is received and the violation is remedied.

The Notice will state that prior to the imposition of the foregoing fine(s), the Owner has the right to a hearing before the Board of Directors. The Owner must request such hearing in writing within 10 days of the mailing or delivery of the written notice. The Right to a Hearing is more fully described below.

**Right to a Hearing.** In the case of the imposition of the remedy set forth above, the Board of Directors must cause to be mailed or delivered to the Owner against whom the remedy is sought to be imposed written notice specifying the following:

- the general nature of the violation;
- the remedy (fine and amount(s) to be imposed);
- the time in which the remedy will be imposed unless the violation is cured/removed/abated; and
- A statement that the Owner has an opportunity to be heard before the Board of Directors provided the opportunity to be heard is requested in writing within 10 days of the Notice of violation.

Said Owner has the right, upon written request delivered to the Board of Directors within 10 days of the date of mailing or hand delivery of the notice of violation, for the Owner to be heard before the Board of Directors. If such opportunity is so timely requested in writing, the Board of Directors will set a date at which the Owner shall appear. It will be at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than 30 days after receipt of the request for a hearing. The Owner will be given written notice of the date, time and location of the hearing at least five (5) days before the hearing.

The Board of Directors has established uniform and fair rules for the conduct of such opportunities to be heard. In the event the violation involves an Owner's tenants/guests and the Owner requests a hearing, the Owner must appear at the hearing. The Board of Directors has no obligation to grant a hearing to any tenant or guest of a homeowner. The Board may, but is not required to allow Owners to bring third parties, including attorneys to said hearings, and shall provide general guidelines for the process, either at or prior to said hearing.

In addition to such fine(s), the Board, upon making such a final determination on the violation, may also assess the Owner involved for reimbursement for the following: the costs of the notice and hearings and any other costs incurred by the Association in enforcing the Governing Documents and/or Rules, including any attorney fees incurred by the Association and any costs incurred by the Association to correct the violation.

If an opportunity to be heard is requested, the remedy imposed will not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board of Directors and the Owner against whom the remedy is sought, whichever occurs first. If no opportunity to be heard is timely requested in writing, or, the Owner against whom the remedy is sought does not appear at their duly noted hearing, the remedy imposed may be imposed forthwith. The decision of the Board and the rules for the conduct of the hearing established by the Board shall be final and binding on the parties, and shall be communicated in writing to the Owner within a reasonable amount of time after the hearing if not delivered at the hearing.

Notwithstanding anything to the contrary, the Board of Directors reserves the right to waive notice of violation prior to taking steps to

remedy a violation where such violation poses a health or safety risk to homeowners, occupants or guests. In such event, homeowner will be given notice of (i) the violation and the steps taken by the Association to remedy the violation, and (ii) the homeowner's opportunity for a hearing.

Notwithstanding anything to the contrary, the Board reserves the right to impose fines greater than those set forth in these Rules where, in the Board's reasonable judgment, the violation is so egregious or persistent as to merit a larger fine. For example, if a homeowner repeatedly violated the Association's rules requiring a child who is not toilet trained to use a swim diaper, the Association may impose a fine of greater than \$50.00 for the repeated violation, since the violation of this rule creates a potential health hazard for other pool users and potentially creates additional expense for the Association to sanitize the pool.