

**LEGACY POINTE NO. 6 TOURNAMENT
HOMES HOMEOWNERS' ASSOCIATION, INC**

HANDBOOK

OF

RULES AND INFORMATION

(Supplement to Bylaws & Declarations)

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INTRODUCTION

The Legacy Pointe (Tournament Homes) Condominium No. 6 is located in the City of Avon Lake. The Condominium Property uses the services of the Avon Lake Police and Fire Departments.

The Condominium Property consists of (when complete) Fifty one detached single family homes.

Roads within the Condominium Property are private and are maintained by the Association.

As a private Condominium Property, we are governed by our own By-laws Declaration. We elect our own Board of Directors from our Owners and the Board manages Association affairs on behalf of our Owners. Board members serve without compensation for a term of office of two consecutive years. There are no term limits. Board terms are staggered so as to elect two in one year and then one the next year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Directors elect from among themselves the following Officers: President, Vice President, and Secretary/Treasurer.

The Annual Meeting of the Owners for the election of Board Members is held in July of each year. Regularly scheduled Board meetings are held throughout the year. Owners wishing to attend a Board meeting should call the Management Company to obtain the date, time, and meeting location.

The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to-day operations of the Condominium Property. They are responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association i.e., snowplowing, landscaping, and monitoring these services. They also act in an advisory capacity to the Board of Directors. Any questions or inquiries should be directed to VIP Property Management Company (440) 933-7151, Monday through Friday. After hour's **emergency** calls i.e. fire and/or flood, may be made to (440) 933-7151.

WELCOME

On behalf of the **Legacy Pointe No. 6 Unit Owners' Association**, we hope you enjoy your home in this great community. Our objective is to maintain The Tournament Homes as a superior place to live. In order to accomplish this, we have established a set of rules and regulations that pertain strictly to living at Tournament Homes in a “condominium” atmosphere.

These are common sense rules and regulations that take into consideration the health, safety and comfort of all residents. We hope you will find them reasonable and that you will cooperate by upholding them.

The Board of Directors is given the authority to promulgate and enforce these Rules and Regulations by the Declaration of Condominium Ownership and the Bylaws. **This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.**

We ask that you familiarize yourself with these rules, keep this booklet handy and refer to it when necessary. If something arises that is not covered in these rules, please do not hesitate to contact the Board of Directors or VIP Property Management. Additional information is also contained in the **Legacy Pointe No. 6 Declaration and Bylaws** as recorded in the Lorain County Records. Copies of The Legacy Condominium No. 6 Declaration and Bylaws may be obtained at a cost from either the Lorain County Recorder or from the VIP Management Company.

Sincerely,
BOARD OF DIRECTORS
LEGACY POINTE CONDOMINIUM NO. 6
HOMEOWNERS' ASSOCIATION, INC.

I. COMMON ELEMENTS

- A. Common Elements generally are those parts of the Condominium Property **outside** the confines of the individual **Unit (Home)**, including land and improvements, and outdoor guest parking areas, which are not specifically assigned to a Unit and which are the responsibility of the Association to maintain.

II. ASSOCIATION'S RESPONSIBILITIES

- A. The management, maintenance, repair, alterations, and improvement of the Common Elements, including:
1. Streets, main water/sewer systems, irrigation systems, entrance area and gates, islands and "guard house".
 2. Grass cutting, fertilizing, and re-seeding of lawn areas.
 3. Care and maintenance of trees and shrubs, see exceptions.
 4. Street lights by the Electric Company.
 5. Utilities serving more than one Unit.
 6. Street signs.
 7. Common Element parking areas.
 8. Insurance for the Condominium common property and Board members.
 9. Snow plowing of street, driveways and walk to front steps when snow exceeds 2".
 10. Fire hydrant and related plumbing is the responsibility of the City.
 11. Mulch – **can only be applied by the Association.**

III. UNIT OWNER RESPONSIBILITIES

- A. It will be the responsibility of each Owner to clean, maintain, repair, or replace, at Owner's expense:
1. All internal/external installations of the Unit; including but not limited to appliances, HVAC (including the external compressor unit and pad), plumbing (including outside faucets), sump pumps, electrical (including outside light fixtures and outlets) and any other utility service facilities exclusive to the Unit and located within the Unit boundaries.
 2. All interior/exterior surfaces of the unit, including any and all damage caused by either a skylight or roof leaks.
 3. The interior and exterior surfaces of all windows (including frames and screens), doors (including frames, seals and screens), garage doors (including frames, seals mechanisms, tracks, springs, cables, locks and automatic door openers), gate transmitters, and skylights (including frames, flashings, seals, lenses, and shingles).
 4. Owner's limited common elements which are designed and built specifically for the Unit. Examples include the entire home, garages, driveway and apron, walkways connecting from the drive to each unit, basements, patios, porches, sunrooms, decks, and land within 3 feet from the foundation which may be used for planting by the unit owner.
 5. Mailbox and dedicated post. If mailbox is shared with 1 or 2 other mailboxes, the responsibility for the post is shared equally between the related mailbox owners. Only **approved** mailbox/posts can be installed.
 6. Any approved structure constructed by the Owner.

7. Insurance for the private Owner and/or resident coverage for the individual Unit. (See Section XXIV.)
- B. The property is generally irrigated, where the automatic sprinkler system is not installed, the Owner will water the lawn and shrubbery adjacent to the Unit often enough during the growing seasons to prevent browning and dying of grass and shrubs. If a resident is unable to water, the Owner should ask a neighbor for assistance. Owners will be responsible for the replacement costs of shrubs, plants, and lawn if the replacement is due to the failure to water.
 - C. Restrictions on Use of Condominium Property
 1. Owners may use a portion of an Owner's Unit for Owner's office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant, and provided further that such activities do not involve the personal services of any Owner to a customer or other person or client who comes to the Condominium Property.
 2. No industry, trade, religious, or educational business designated for profit, altruism, or exploration shall be conducted, maintained or permitted on any part of the Condominium Property.

IV. LIMITED COMMON ELEMENTS

- A. **Limited Common Elements** are defined as those parts of the Condominium Property that are built and designed specifically for use by an individual Owner. Examples include driveways, garages, walks, basements, patios, porches, decks, and sunrooms, if any.

These are designated Common Elements because the Association has control over how they are to be maintained. The complete designation is, however, Limited Common Elements because they are private to and serve only one Unit.

Maintenance and repair are at the expense of the individual Owner. However, the Association has the right to determine how repairs are to be made, what can be stored or placed upon the patio, etc.

- B. **Modifications to the Common or Limited Common Elements** are prohibited without the prior written consent of the Board of Directors. Plans as to design, uniformity and control for any proposed modifications, requiring Board review, must be submitted to the Board of Directors in writing.
- C. **Damage to any Common or Limited Common Elements** caused by an Owner, resident, guest, pet, personal employees or contractors will be the **responsibility of that Owner.** All costs of necessary repairs or replacements incurred by the Association will be billed to that Owner.
- D. **Hazardous Waste** - Nothing shall be done or stored in any Unit or in the Common Elements which would create a hazardous condition, use or waste.

V. EXTERIOR SURFACES OF BUILDING

- A. Owners are prohibited from **painting, decorating** or otherwise **altering** or **modifying** the outside of the Owner's Unit, or Limited Common Elements except with prior written approval of the Board. "Approved" skylights and/or "Solar Tubes" **may** be permitted on the rear of the unit if they cannot be seen from the street. The same is true for the installation of required **RADON** removal systems. **Board approval is required before installation is considered. Detailed product information/location must be submitted for consideration. Each case will be individually evaluated depending on size, location, appearance, and overall aesthetic appearance of the Community.**

B. SIGNS AND DISPLAYS

1. **No sign, awning, canopy, shutter, covering, radio antenna**, or any other structure or addition of any kind shall be affixed to or placed upon the exterior surfaces of a building. (See Section J regarding Satellite Dishes.)
2. **No Political Sign of any kind** shall be displayed on any part of the Condominium Property or from the windows of any Unit more than 2 weeks prior to Election Day.
3. **Real estate "Open House"** signs are permitted only during the hours of an open house.
4. One **security system sign** is permitted so long as it is not displayed in front of the garage line. The security sign shall be no larger than 12 inches by 12 inches.

D. FRONT DOOR AREAS

1. Decorative items at front entrances that can be seen when viewing a Unit from the street are limited to the following:
 - a. Hanging pots.
 - b. A decorative wreath on the front door.
 - c. Free-standing pots at the front door.
2. Free standing empty pots must not be left out all winter.

E. STORM DOORS

1. All front and rear Storm Doors must have frames to match existing trim and be either white or almond in color. Maximum screen/glass area is recommended, but because of the many designs available, each request for installation must be submitted to the Board of Directors for written approval prior to installation.

F. **FLAGS**

1. Display of the flag of **The United States of America** is encouraged subject to the accepted rules of flag etiquette.

G. **HOLIDAY DECORATIONS**

1. Holiday Decorations in the Common Elements must be removed completely following the holiday period.

H. **SECURITY**

1. **Lights** - In Limited Common areas, a 12 volt light ground lighting system or solar operating lights may be installed after receiving **written approval** from the Board. Your written request to the Board to install a system must include manufacturer's name and other information required to identify the 12 volt, single tier lighting system. **No flood or other type of lights will be allowed.**
2. Owners should turn **outside lights** on for security purposes. Only plain white light bulbs 60-75 watts should be used. Exterior lights are to be maintained by the Owner.
3. Report any **strange person or activities** promptly to the Avon Lake Police Department - (440) 933-4567.
4. Report any **thefts** to the Avon Lake Police Department as well as to the Management Company.
5. **Garage Doors** should be closed at all times when the garage is unattended and/or overnight.

I. PATIOS, PORCHES, DECKS AND SUNROOMS

1. **Construction of an addition to or an expansion of a unit (including three-season rooms) into Limited Common or Common Elements must receive the written consent of the Board and comply with the Master Declaration. It is the responsibility of the owner to solicit the consent and present to the Board/VIP.**
2. **Alterations, relocations, or modifications of EXISTING sunrooms and porches are prohibited without the prior written approval of the Board of Directors.**
 - a. Any additions or modifications to existing porches and sunrooms must comply with the Avon Lake Building Codes.
 - b. Painting, cleaning or preservation of porches and sunrooms must be consistent with maintaining uniformity. Porch interiors must match exterior. Treatment or preservatives must contain no color pigment.
3. **Construction, Alterations, relocations or modifications of patios** are prohibited without prior written approval of the Board of Directors. Before any request is considered by the Board, the Owner must provide a detailed drawing indicating size, shape, type of surface, location and types of plantings. The following guidelines have been established by the Board and the Developer.
 - a. Patios/decks are not to extend more than approx. 12 feet from the main rear wall of the home (not including any bump-out or extensions).
 - b. Plantings and mulch beds are not to extend more than approx. 3 feet from the foundation of the home or from the edge of a patio/deck (total patio/planting not to exceed approx.15 feet).

- c. No mulch bed or planting may extend beyond 3 feet from the side of the home.
- d. All landscape plans for lots bordering the Golf Course property must maintain at minimum, 10 feet clearance between the edge of any patio, deck or mulch bed and the Golf Course property line.
- e. The design should not interfere with the view/line-of-sight of neighbors.

J. **SATELLITE DISHES**

- 1. Any Owner contemplating the installation of a satellite dish/antenna must comply with the rules and regulations in Appendix B and must submit a drawing to the Board of Directors indicating proposed location, height, and screening. Installation of any satellite dish/antenna on roofs or in Common Elements is prohibited.

VI. **PERSONAL PROPERTY**

- A. Articles of personal property, including but not limited to **furniture, fountains, trellises, planters, torch flames, garden tools, ponds, ornamental statuary, or other yard decorations, baby carriages, tents*, playpens, bicycles, wagons, pools, toys** are prohibited from being placed or stored in the Common Elements. Storage of property within the Limited Common Elements which would result in a safety hazard, nuisance, eyesore, or disruptive presence, or would interfere with the lawn maintenance is prohibited. * **A temporary “party” tent is permitted to be erected for 1-2 days use for special occasions. Any damage to common area or systems is the responsibility of the owner. Written Board approval and neighbor notification at least 1 week in advance is required prior to any erection of a temporary tent.**

1. **BIRD FEEDERS** are permitted as follows:
 - a. One bird feeder is permitted in the rear yard on limited common property.
 - b. **No bird feeders are allowed in the side or front yards without written approval.**

2. **CHARCOAL BURNERS, GAS GRILLS, & OTHER OPEN-FLAME DEVICES** are permitted as follows:
 - a. Charcoal burners, gas grills and all other types of open-flame devices are **prohibited from being used in front of and/or the side of any Unit, and in the garage of any Unit.**
 - c. Charcoal burners, gas grills and other types of open flame devices, when not in use, **must be stored on the rear patio or the existing shrubbery bed next to the patio** (in the least noticeable location), **or in the garage (PROPANE TANKS MUST REMAIN ON THE PATIO).**
 - d. Damage to the outside of the Unit or to the Common Elements, due to the use of these devices will be the responsibility of the Owner.
 - e. Violations of the Ohio Fire Code may be reported to the Avon Lake Fire Department at (440) 933-2121.

B. GARDEN HOSES

1. Garden hoses are permitted to be stored (neatly coiled) within the proximity to the outside spigot in such a manner that will prohibit the hose from lying exposed and unsightly.

C. LAUNDRY

1. No laundry shall be hung on or be exposed to any part of the Common or Limited Common Elements, which includes porches, sunrooms, and patios.

VII. FLOWERS AND LANDSCAPE MODIFICATIONS

DEFINITION OF ASSOCIATION TREES AND SHRUBS:

Association trees and Shrubs are limited to:

- A. Mature deciduous trees in the common areas that were in existence prior to development.
- B. Deciduous and evergreen trees and shrubs that were installed by the Developer to enhance common areas.

DEFINITION OF HOMEOWNERS TREES AND SHRUBS:

Common area trees and shrubs that are not considered Association responsibility.

- A. Trees and shrubs planted by the unit owners in the limited common areas and common areas adjacent to their homes.
- B. Trees and shrubs planted in the common area by the Developer at the request of an individual home owner at the time of purchase.

Maintenance actions that will be taken by the Association regarding the Association trees and shrubs.

- A. The Association will remove dead branches from mature deciduous trees in the common areas that were in existence prior to development when they are considered by a professional arborist to be a liability to the Association.
- B. The Association will remove mature deciduous trees in common areas that were in existence prior to development when they are considered by a professional arborist dead or a liability to the Association.

- C. The Association will maintain by trimming and the replacement of deciduous and evergreen trees and shrubs when death occurs to deciduous and evergreen trees and shrubs that were installed by the Developer to enhance common areas.

Maintenance actions that can be taken by an individual homeowner regarding the Associations trees and shrubs in their area with the Board of Directors approval.

- A. Trimming to improve the aesthetic appearance of the plant or plants.
- B. Fertilize to improve the growth habit.

Alterations to landscaping.

- A. To perform any alterations to landscaping or exterior modifications to the limited common areas or common areas of an individual's area a plan must be submitted for approval by the Board of Directors.
- B. Plans approved will be retained by the Board of Directors for future reference and determination of ownership of plantings.

A. FLOWERS

- 1. Owners may plant flowers within existing shrub beds, or Limited Common Elements. Board approval is **not required** for planting flowers within this guideline. **The Association and/or its contractors will not be responsible for any damage to the flowers planted by the Owner, either in the ground or in pots.**

B. VEGETABLE PLANTS

- 1. Vegetable plants may be planted in rear beds within the borders adjacent to the Unit (limited common area). Existing plants and grass must not be altered. **The**

Association and/or its contractors take no responsibility for any damage to the plants planted by the Owner.

2. Board approval is not required for vegetable planting; however, plants must be removed immediately after the growing season.

C. LANDSCAPE MODIFICATIONS

1. **Prior written approval of the Board of Directors is required for any type of landscape modification.** Owners must submit in **writing** to Board/VIP Property Management Company the following items and **may not** begin installation until **written authorization** is received.
 - a. A drawing of layout and dimensions of proposed planting bed;
 - b. Specifications of bed preparations including a description of the species to be planted;
 - c. Warranty information showing replacement coverage for at least a year;
 - d. It is recommended, but not required, that all shrubs and trees be planted by a professional landscape contractor and preferably the contractor holding the yearly Association contract.
 - e. **All planting will be considered a gift to the Association** and will be maintained by the Association and included in the yearly grounds maintenance contract.
 - f. The Association's Board is responsible for the inspections of the Association's grounds and to make recommendations to the Board of Directors for tree and shrub replacement.
 - g. Replacement of plants will be at the discretion of the Board of Directors.

VIII. GARAGE, DRIVEWAY, GUEST PARKING

- A. The **repair or maintenance** of any vehicle in the **driveway or parking areas** is **prohibited**; washing of vehicles is permitted.
- B. Only **current licensed, operable non-commercial vehicles** such as cars, minivans, sport utility vehicles and off-road vehicles are to be parked in driveways, common roads, or guest parking areas. All trucks, commercial vehicles, custom vans, full size vans and full size off-road vehicles must be kept in the garage when not being driven. Visitors having these vehicles and staying more than a weekend must park them in the Owner's garage when not being driven.
- C. **Buses, campers, motor homes, boats or boat trailers** are **prohibited** in the driveway, common roads, or guest parking areas except for loading or unloading.
- D. Parking on common roads or grassed areas is **prohibited**. Parking is permitted in driveway, garage, or designated parking spaces only.
- E. **Guest Parking Spaces** - Owners are prohibited from using guest parking spaces except as described below:
 - 1. **Two vehicle owners** - vehicles must be parked in garage.
 - 2. **Three vehicle owners** - two vehicles must be parked in the garage and the third vehicle in the driveway. Owners may request permission, in writing, to the Board of Directors to park the third vehicle in the guest parking area
 - 3. **Four vehicle owners** - two vehicles must be parked in the garage and two vehicles in the driveway.
 - 4. **Owners of more than four (4) vehicles** must park their extra vehicles off the Condominium Property.

The foregoing parking restrictions shall not apply to the parking of any construction or sales related vehicles necessary to conduct business within the confines of the property. Nor shall the above restrictions apply to the times throughout the year when residents may entertain guests at social functions in their homes. Guests may park on the street after available driveway and guest parking spaces have been filled. Parking may only be on one side of the roadway and may not be used between the hours of 2:00 am and 6:00 am.

Failure to comply with the above will result in a penalty assessment issued against the offending homeowner in the amount of \$50.00 per day, per violation. Any delinquent fee or assessment may cause a lien and/or foreclosure action to be filed against the homeowner.

- F. **Garage Doors** must be closed when no one is at home and overnight for security and safety reasons. Garage doors may be left open, but for the aesthetic value of the community, garage doors should be closed when the garage is not in use.

VIX. PETS

- A. Pets must be walked on a hand-held leash. Owners must license their pets and carry liability insurance.
- B. Owners are responsible for the **immediate clean-up and removal of** waste caused by such pets. A scooper and/or container must be carried and used when walking the pet.
- C. **Pets are prohibited from running lose or being tied unattended in the Common Elements.** Any pet found running loose should be reported to the Animal Warden at (440) 933-4567 or to the Board of Directors in writing.

- D. Owners are responsible for any damage caused by their pet or visiting pet and will be assessed by the Board of Directors for necessary repairs to landscaping or any other Common Element.
- E. Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon three (3) day written notice from the Board of Directors.
- F. “Invisible” dog fences are not permitted anywhere on Association property.

X. NOISE AND NUISANCE

- A. **Noise which causes a disturbance or creates a nuisance to other residents is prohibited.**
- B. Residents are responsible for controlling party noise and commotion.
- C. If a resident is bothered by noise or any other nuisance, he/she should assume responsibility for contacting the offending party. If the noise or nuisance does not stop and is intolerable, an official complaint should be filed with the Avon Lake Police Department, (440) 933-4567

XI. MOTORCYCLES, BICYCLES, AND MOPEDS

- A. **Motorcycles, mopeds and motorized bikes** are prohibited from being driven on the Condominium Property except for ingress and egress purposes.
- B. **All-terrain vehicles and snowmobiles** are prohibited from being driven on the Condominium Property.

- C. **Bicycles, motorcycles, mopeds, all-terrain vehicles and snowmobiles** must only be parked in the resident's own garage.
- D. **Skateboarding** is prohibited on the Condominium Property.

XII. SPEED LIMIT

- A. **The speed limit throughout the Condominium Property is 20 MPH.**

XIII. TRASH

- A. All trash must be placed in **trash containers with lids.**
- B. **We are a recycling community.** Newspapers must be put in recycling container. All recyclable glass and plastic jars and bottles and metal cans must be put in recycling container.
- C. Trash must be placed at driveways **no earlier than dusk** the evening prior to pick-up.
- D. Separate yard waste collection will take place between April through November on your regular pick-up day weather permitting.
- D. Bulk item pick up days are the 2nd Monday of each month.

XIV. FIREWOOD

- A. Must be stored in **garages** only.
- B. If the source of any infestation of insects or rodents is traced to a particular Unit, the Owner will be billed for the cost of extermination.

XV. WATERING OF COMMON ELEMENTS

- A. Where the automatic sprinkler system is not installed, it is the responsibility of each Owner to water the Common Element shrubs, plants, and lawn around the respective Unit. If an Owner is unable to water, the neighboring Owners should be asked for assistance. **Owners will be responsible for all replacement costs of shrubs, plants and lawn if the replacement is due to the failure to water.**

XVI. MOVING

- A. Move-ins and outs may only take place between the hours of 8:00 a.m. to 10:00 p.m. Monday through Sunday.
- B. Empty boxes, packing materials, etc. must be disposed of by collapsing and placing the trash in containers or bundled and tied.
- C. The Common Elements will be inspected after each move for damage or litter. The cost of any repair or clean-up shall be borne by the responsible Owner.

XVII. SALE OF UNITS

- A. The Board of Directors or Management Company must be notified 14 days in advance of change of occupancy of the unit.
- B. It is the responsibility of the **seller** to provide the **buyer** with a copy of the **current Condominium No. 3 Declaration and Bylaws** and the **Handbook of Rules and Information**. Copies are available from VIP Property Management for a fee. Front gate transmitters must be passed to the new owners.

XVIII. LEASING OF UNITS

- A. **No** unit shall be leased by an Owner to others for business, speculative, investment or any other purposes with the **exception** for Units which are **leased to the parent(s) or child /children** of an Owner. To meet special situations and to avoid undue hardship, the Board of Directors shall grant permission to an Owner to lease the Unit to a specified renter for a period not less than 12 consecutive months nor more than 36 consecutive months. The hardship exception may in no event be extended beyond the 36 month period.
- B. In no event shall the Unit be rented by the Owner for transient or hotel purposes, which is defined to mean: (i) rental for any period less than 12 full calendar months, or (ii) any rental if the occupants of the Unit are provided in connection with such rentals customary hotel services.
- C. The Association may initiate eviction proceedings to evict a tenant. The Association shall give the Owner at least 10 days' written notice of the intended eviction action. All costs of any eviction action shall be charged to the Owner and shall be subject of a special assessment against the offending Unit.

XIX. SOLICITATIONS

- A. All solicitations are prohibited except residents may collect for charitable organizations so long as prior written approval is obtained from the Board of Directors.
- B. Literature and envelopes are prohibited from being left at unanswered doors or at mailboxes or hung on the outside of the Unit or vehicles.

XX. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the rules are to be made to the Management Company in **writing** and must contain the **signature of the individual filing the complaint.**

- B. The Board of Directors and/or the Management Company will in most instances contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the Owner may be subject to sanctions in accordance with the provisions outlined in Section XXI.

XXI. ENFORCEMENT PROCEDURE

- A. The Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Owner, guests, or the occupants, including tenants of the Unit.
- B. The Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of cleaning and/or repairs, court costs, and attorney's fees shall be added to the account of the responsible Owner.
- C. In addition to any other action and in accordance with the procedure outlined in D, below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against the Owner in violation.
- D. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible Owner by U.S. mail, specifying:
 - a. A reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the violation; and
 - c. The amount of the enforcement assessment and/or charge; and

- d. A statement that the Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 - 2. To request a hearing, the Owner must mail or deliver a written "Request For A Hearing" which must be received by the Board not later than the tenth day after receiving the notice required by item D-1, above.
 - a. If an Owner requests a hearing, at least seven days prior to the hearing, the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. If the Owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any enforcement assessment imposed with thirty (30) days of the hearing.
- E. If the Board determines that an enforcement assessment is required, any such amount shall be deemed to be an additional assessment and is subject to the procedures outlined in Section XXIII.
- F. If any Owner fails to perform any act that he/she is required to perform by the Declaration, By-laws, or Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said Owner the entire cost and expense, including reasonable

attorney's fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and is subject to the procedures outlined in Section XXIII.

XXII. MAINTENANCE & SPECIAL ASSESSMENTS, LATE NOTICES, LIENS, FORECLOSURE PROCEDURES, COST OF COLLECTION

- A. Payment of monthly maintenance and other assessments are due on the first of each month. Assessments received after the tenth of the month are considered late. A late notice will be sent to Owners who have not paid their assessment by the tenth of the month. That notice will also include an administrative late charge.
- B. An administrative late charge of **Twenty five (\$25.00)** per month shall be incurred for any late payment and on any unpaid balance (including administrative late charges), subject to increases without notice.
- C. A collection letter from the Association's attorney will be sent automatically to any owner whose account is two (2) months delinquent.
- D. The Association's attorney will automatically file a **lien** against any account that is **three (3) months in arrears**. The attorney is authorized to execute and, upon satisfaction of payment, release said lien.
- E. The Association's attorney will solicit authorization to file a **Complaint for Foreclosure** against any unit with an account that is **five (5) months delinquent**. Once authorized by the Board of Directors, the Complaint may be dismissed only upon receipt of payment in full.
- F. Upon service of a Complaint for Foreclosure initiated by another lien holder, the Association's attorney will file an answer to protect the Association's interest if there is no lien and will file an answer and a Cross-claim against the Owner, if there is a lien to pursue the amount owed the Association.

Once filed, the Cross-claim may be dismissed only upon receipt of payment in full.

- G. Any cost, including attorney fees, recording costs, title reports and or cost incurred by the Association on the collection of delinquent assessments and administrative late charges shall be added to the amount owed by the delinquent unit.
- H. If any owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the owner to vote and/or use any of the amenities.

XXIII. INSURANCE

- A. The Association's insurance coverage does not include any of the Owner's personal property or any upgrades the Owner may have installed. The owner is responsible for all insurance coverage required.