

28FEB2018

SELECTIVE SUMMARY

Of The

RESTATED AND AMENDED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS For

EAGLE CREST SINGLE FAMILY HOMES ASSOCIATION (ECSFHA)

Including BYLAWS (Exhibit C)

And

Appendix I: ASSOCIATION RULES AND REGULATIONS

And

Appendix II: ASSOCIATION FINE SCHEDULE

Note: The Selective Summary is not a legal or complete document and is not meant to replace the CCRs or Bylaws; it is meant to be a simplified guide and index. All members are encouraged to obtain their own copy of the complete CCRs, which can be downloaded from the Welch Randall (ECSFHA Management Agent) website at www.welchrandall.com. However, Appendix I and Appendix II are duly executed Governing Documents of the Association and are binding on the Owners/Members of ECSFHA.

SELECTIVE SUMMARY OF COVENANTS, CONDITIONS, AND RESTRICTIONS:

Article I Definitions.

These definitions form the basis for legal language used in the document:

1.1 to 1.16: Architectural Control Committee (ACC, see 10.1); Association (ECSFHA, Inc.); Board; Bylaws; Common Areas; Living Unit; Lot; Member; Mortgage; Mortgagee; Owner; Plat or Plat Map; Private Streets; Restated Declaration; Utility Easements; Visible from Neighboring Property.

Article II Disconnection and Removal of Eagle View

2.1-4. Accomplished with the approval of the CCRs; Eagle View is no longer a part of the ECSFHA.

Article III Membership and Voting Rights, Board of Directors

3.1-4. Membership in the Association consists exclusively of Owners, each of which is entitled to one vote for each Lot owned. Each new Owner shall establish record of Ownership with the Board by filing a copy of the conveyance document of the Lot to the ECSFHA Management Agent (see 3.5); a transfer fee will be assessed.

3.5. The governing body of the Association shall be a Board of Directors consisting of at least three Members and not more than five Members (Owner, spouse of an Owner, or representative of a corporation, trust, etc. which is an Owner) elected pursuant to the Bylaws; such Board may act on behalf of the Association and adopt, amend and repeal Association Rules. The Association shall hold an annual meeting as provided in the Bylaws. The Board may contract with a professional management agent to assist the board in the management of the Association. Welch-Randall, www.welchrandall.com, is the ECSFHA Management Agent.

Article IV Property Rights In Private Streets

4.1-3. Owners/Members shall have a right and easement of use of the Private Streets (Note: this is 425 E) for accessing all Lots and for connection of utilities situated in the Private Streets. Public agencies have the right of ingress and egress across Private Streets for purposes of providing police and fire protection, transporting school children, or other services that provides benefit to the Property.

Article V Assessments

5.1. Owners agree to pay monthly and special assessments to cover costs of maintaining, repairing, and improving landscape, public utilities and easements, Private Streets, snow removal, etc. Nonpayment of such charges is subject to interest of eighteen (18) percent per annum, attorney

fees, and lien on the property. (Note: See Appendix II, Association Fine Schedule)

5.2. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Properties.

5.3. Special assessments may be levied for any expenses not reasonably capable of being covered by monthly assessments, or the cost of any construction or repairs or replacement in connection with the Private Streets. This is subject to approval of a majority of members.

5.4. The Board may levy special assessments on specific Lots for which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken. (Note: See Appendix II)

5.5-8. Amounts assessed to the Owners shall be assessed equally to such Owners. The first month of occupancy of any Owner is to be prorated according the number of days remaining in the month. Any change in amount of the monthly assessment is by written notice at least fifteen days prior to the effective date. Assessments shall be delinquent if not paid within thirty days from the date of the notice of assessment, and constitute and remain a continuing lien on the Lot. (Note: See Appendix II)

5.9. Box Elder County shall be authorized to collect pro rata share of taxes directly from each Owner of each property; the Association may be obligated to pay property taxes on the Private Streets.

Article VI Duties and Powers of Association

6.1. Cost of maintenance or repair to any infrastructure as caused by an Owner is to be paid by Owner. (Note: See Appendix I, Owner Responsibility RRs)

6.2. The Association has the power to levy and collect assessments. It may enter upon any Lot for the purpose of maintaining and repairing such Lot, or removing any improvement not authorized in Article VIII, Use Restrictions. The Association has the power and authority to contract services of benefit to the Property, including construction, maintenance,

and repair of Private Streets, insurance policies or bonds, landscaping in the Utility easements; utility services such as water, sewer, trash removal, snow removal, electrical, telephone and gas services, etc.; services of professionals such as architects, engineers, attorneys and certified public accountants, etc.; fire, police and other such protection; and such materials, supplies, equipment, services and labor as the board may deem necessary.

6.3. The Board may adopt rules and regulations (RRs) supplementing CCRs regarding the use of the Private Streets and Utility Easements, collection and disposal of refuse, maintenance of animals on the property, use of Living Units for business or rental purposes, additional architectural guidelines, and “other matters concerning the use and enjoyment of the Property and the conduct of residents”. (Note: See Appendix I for Association RRs as adopted by the Board)

6.4-5. Members of the Board acting in good faith are not personally liable to any other person for any error or omission of the Association. The Association shall secure and maintain insurance coverage against risks as such may be customarily insured against in connection with developments similar to the Property, but such insurance is not applicable to insurance on Living Units or other structures as held by the individual Owners.

6.6-8. Eagle Crest presently consists of 32 Lots, all of which are part of the Association. The Owner of a vacant Lot upon which a Living Unit is constructed (and for which the Owner had not been paying all Assessments on the Lot) shall pay to the Association all unpaid Assessments on the Lot for the five years prior to the start of construction. Two adjacent Lots may be merged only by approval of at least two-thirds of the Members, and the number of Lots within the Association would be reduced accordingly.

Article VII Landscape Maintenance

7.1. a-f. The lawns on all Eagle Crest Lots shall be maintained by the Association, including mowing, aeration, fertilization, and sprinkler repair services. An Owner may elect to opt out of Association provided mowing services and assume responsibility for mowing their own lots weekly and in a manner consistent with the Association provided mowing. A mowing

opt-out Owner shall not be required to pay the portion of the assessment related to the mowing service. Written notice of such election must be provided to the Association on a date as directed by the Board, but at least by January 31st of the applicable year. (Note: See Appendix I, Owner/Association Landscape RRs).

Article VIII Use Restrictions

8.1, 8.2. Private Streets, Lots, Living Units, Utility Easements, and Common Areas are to be used in a manner consistent with their community nature. All lots are intended to be improved with Living Units as a single family residence, and occupied so as to not to jeopardize rights of other owners.

8.3. a-t. Limitations on Building Features and Materials are listed in reference to:

a. Building Location (limited to Lot envelope); b. Garages (must be fully enclosed); c. Exterior Building Wall Materials (Brick, stone, stucco, vinyl and wood are permitted, with colors approved by ACC); d. Roof, Soffit, and Fascia (materials approved by ACC); e. Accessory Structures (patios, trellises, sunshades, gazebos, etc. subject to approval of ACC), f. Chimneys (compliant with county code); g. Mailboxes (limited to community mailboxes); h. Fences and Walls (location, materials and colors to be approved in writing from ACC), i. Paving (materials for driveway and other flat paved areas to be approved by ACC); j. Solar Equipment (integrated into roof design and not Visible From Neighboring Property); k. Antennas (restricted to attic or interior of the residence except satellite dish antennas which must not be visible from building envelope); l. Skylights (subject to ACC); m. Pools, Spas, Fountains, Gamecourts (allowed as approved by ACC, skateboard areas and/or ramps prohibited); n. Sheet Metal, Flashing and Vents (colored to match); o. Mechanical Equipment (air conditioning, heating units, swamp coolers, etc. not permitted on roofs or through windows unless not Visible From Neighboring Property); p. Gas and Electric Meters (must be designed into architecture of dwelling); q. Landscaping (except for lawns, all other vegetation to be maintained at Lot Owner's expense, and new trees or shrubs or otherwise altering vegetation design requires written approval of ACC [Note: See Appendix I, Owner/Association

Landscape RRs]); r. Landscape Site Preparation Guidelines (all clearing, stripping and grading subject to ACC); s. County and Other Approval (ACC approval does not waive any public agency review or permit approval process); t. Building Permits (ACC must approve Owners plans before application to public agency for building permit).

8.4. a-f. Home businesses must comply with state and municipal laws and Association regulations. Customers may come to Lots for business activity on a limited scale (not more than one at a time), parking rules must be observed, no business activities between 9:00pm and 8:00am, no soliciting, deliveries limited to not more than one per day, and any additional rules enacted by the board as needed to maintain a residential atmosphere and lifestyle. (See Appendix I, Garage Sales RRs)

8.6. Permitted Pets are those which are generally recognized as house or yard (non-livestock) pets which are kept, bred or raised solely as domestic pets and not for commercial purposes. Permitted pets are not allowed to make an unreasonable amount of noise or to become a nuisance; outside pet housing structures must be approved by ACC. Board shall make any and all pet compliance decisions. (See Appendix I, Pets RRs)

8.7. No vehicles may be parked on the street area of 425 East, which is to be used for non-exclusive vehicular and pedestrian access to and from and movement within the subdivision.

8.8. No Living Unit use allowed that would cause insurance problems for neighbors or the Association; each owner shall be responsible for securing individual homeowners insurance.

8.9. Only machinery and equipment as is usual and customary in connection with the use, maintenance, or construction of a Living Unit is allowed to be operated or maintained in or adjacent to any Lot.

8.10. Nothing on any Lot or Living Unit shall be allowed to fall into disrepair, such as roofs, gutters, and exterior surfaces of buildings or structures, and landscaping.

8.11. No nuisances such as rubbish or debris buildup or any other Lot use (including sound devices such as speakers, horns, or bells) detrimental to

enjoyment of others is allowed. (Note: See Appendix I, Noise and Nuisance RRs)

8.12. Board or ACC or authorized representative has right of entry to any Lot or improvements thereof to check compliance with these CCRs and RR's.

8.13. No signs allowed except for legal proceedings, identification for individual residences, sale/lease, or such other signs in conformance with the requirements of Box Elder County or Brigham City as approved by ACC.

8.14. All garbage and trash shall be placed and kept in the trash cans provided by Brigham City, which are not to be Visible From Neighboring Property except for the shortest possible time for collection. (See Appendix I, Trash Containers and Collection RRs)

8.15. Any Owner, the Board, or the Association has the right to seek any remedy at law to enforce strict compliance with these CCRs.

8.16. No boats, trailers, large trucks, or commercial vehicles parked on any Lot shall be Visible From Neighboring Property. Recreational vehicles must be kept in an enclosed garage, and only short term emergency vehicle repairs are allowed in any driveway or Lot.

Article IX Rental Restrictions

WHEREAS, the Lot Owners within ECSFHA seek to maintain real property values and stability and Lot Owners are more responsive to the needs of the Association community and respectful of the Association rules, THEREFORE, to accomplish the Lot Owners' objectives, the following rental restrictions are adopted.

9.1. Leasing permitted only according to following limitations (9.2-16):

9.2. Not less than 12 consecutive months (no short term, weekly, or overnight rentals permitted).

9.3. 20% cap for Living Units occupied by non-Lot Owners at any one time.

9.4,5. All lease proposals to be submitted to Board; wait list if necessary to not go above 20% overall.

9.6. Exceptions (not to be counted in the 20% overall): (a) Military temporary deployment, but not permanent change of station (PCS), (b) Parent, grandparent, child, grandchild, or sibling of the Owner, (c) Out of town employment for less than two years and at least 40 miles away, (d) Move for humanitarian, religious, or charitable activity or service reasons at least 30 miles away and for less than three years, (e) Lots owned by a Trust if occupied by a beneficiary of the Trust.

9.7, 8. Current rental tenants allowed to remain until the Lot Owner sells, conveys or transfers the Lot to another party, or occupies the Lot himself.

9.10, 11. Rental Lot defined as occupation by one or more individuals while the Owner does not occupy the Lot as the Owner's primary residence; failure of a Non-Owner to pay rent or remuneration is not a consideration when determining if a Lot is a Rental lot.

9. 13. Occupancy means to reside in the lot for ten or more days in any thirty day period.

9.14. Any rental is confined to a "Single Family", defined as (a) a single person living alone or with the person's children, (b) up to three unrelated persons, (c) a husband/wife relationship, with or without children.

9.15. Violations of Article IX in any manner are subject to an injunction to terminate the lease, with the Lot Owner being liable for attorney fees and court costs incurred by the Board in enforcing these provisions.

9.16. Guests or visitors of an Owner may temporarily reside for a period not exceeding fifteen days in any thirty day period.

Article X Architectural Control

10.1. A three-member Architectural Control Committee (ACC), appointed by the Board, shall function to ensure that all improvements and landscaping within the Property harmonize with existing surroundings and structures. The ACC need not be composed of Owners.

10.2,3. Plans and specifications for additions or alterations, repainting, or refurbishing of the exterior of any Living Unit or accessory building or structure, or landscape additions and changes, must be submitted to and

approved by the ACC. All such plans and specifications shall be consistent with architectural guidelines adopted from time to time by the Board, and conform to and harmonize with existing surroundings and structures, enhancing the value and aesthetics of the Property.

10.4 All such plans and specifications are to be submitted on a form provided by the ACC and review fees may be charged not to exceed \$500.00. If the ACC fails to take any action within 30 days, the plans are deemed to have been approved.

10.5 The ACC may require a posted bond, cash security deposit, or irrevocable letter of credit in an amount not to exceed \$5000 in favor of Association before any construction, in order to assure proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets, or other property caused by the Owner or his agents in the construction of improvements.

10.7 Any improvements, construction landscaping, or alterations approved by the ACC shall be completed by the Owner and builders within 18 months. All trash and debris shall be removed at least once a week and lightweight materials shall be prevented from blowing in the wind off of the site. Sanitary facilities, construction vehicles, and machinery shall be located only in areas designated by the ACC.

10.8. The ACC shall not be held liable for damages for any representation, action, inaction, approval, or disapproval made to any Owner with respect to any request made pursuant to this Article X.

10.9 The ACC may, at its discretion, grant variances from the restrictions set forth in Article X provided that all necessary permits from governmental authority are obtained.

Article XI Rights of Mortgagees

11.1-7. Unless specifically requested otherwise in writing by the holder of a mortgage on a Property in the Association, the Owner holds the voting rights, responsibility for maintenance and repairs, etc. In the case of any

delinquency in the payment of Assessments or charges owed by an Owner of a Living Unit becoming subject to a lien, the holder of the mortgage will be entitled to timely written notice within 60 days of such delinquency, and shall be entitled to cure any delinquency of the Owner to obtain a release from the lien imposed by the Association.

Article XII Amendments

12.1-3. Any amendment of the CCRs shall require the affirmative vote of at least two-thirds of all membership votes in person or by proxy and is operational when the amendment has been recorded in the office of the county Recorder of Box Elder County, Utah.

Article XIII Miscellaneous

13.1 Any notice required or permitted is properly furnished if mailed to the Owner at the latest known address.

13.2 Consents in writing can substitute for votes of Members being present or represented at a meeting of the Association.

13.3. The Association may be dissolved by the affirmative assent in writing of two-thirds of the votes of the Members.

13.4. If the Association fails to maintain the Private Streets, the city or county may perform the necessary maintenance and management with rights of lien and collecting the costs.

13.5. The captions and specific language (plurality, gender, etc.) of the Articles and Sections are non-specific, e.g., the plural shall include the singular, the whole shall include any part, and any gender shall include the other gender.

SUMMARY of the BYLAWS (CCRs Exhibit C)
Of The
EAGLE CREST SINGLE FAMILY HOMES ASSOCIATION

Article I Articles of Incorporation

1.1-2. Parameters of the Articles of Incorporation are on file with the Utah Division of Corporations and Commercial Code.

Article II Declaration

2.1. Declaration referring to the Restated and Amended CCRs of the ECSFHA

Article III Membership

3.1-11. Parameters of Annual Meetings (to be held in Brigham City on the first Tuesday of February unless otherwise specified), Special Meetings, Notices, Waiver, Quorum, Qualification, Voting, Proxies, Election Inspectors, Organization and Conduct of meetings, Irregularities.

Article IV. Directors

4.1. Management of the Association shall be vested in a Board of Directors of three to five Members, elected to serve two year terms.

4.2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, including management and accounting, enforcing Association Rules, enforce liens against Units in the event of default or to enforce any other provisions, to authorize refunds of excess Assessments, and to enforce such Association Rules as may be adopted by the Association and which are consistent with these Bylaws, the Articles, and the Restated Declaration.

4.3-10. Parameters of Election and Term of Office, Quorum, Annual and Regular Meetings, Special Meetings, Unanimous Consent, Removal of Directors, Vacancies, and Expenses (Directors receive no compensation but may be reimbursed for actual expenses in the performance of duties).

Article V Officers

5.1-10. Parameters of designation of President, Vice President, Secretary, Treasurer, Other Employees, removal of officers and vacancies, appointment of committees, compensation (Officers receive no compensation but may be reimbursed for actual expenses in the performance of duties), and certification of Amendments (written assent or vote of the Owners certified and recorded on behalf of the Association by the President and Secretary of the Association).

Article VI Assessments

6.1. A monthly due date for assessments will be established (prorated as to days of occupancy left in any month for new Owners).

6.2. Special assessments may be levied as provided in the CCRs.

6.3. Assessments are payable regardless of a claim that the Association is not properly exercising its duties and powers.

6.4. Any Assessment not paid within thirty days of due date becomes delinquent, and Association may invoke a collection charge, interest, and enforcement of lien. If ninety days or more past due, suspension of a delinquent Owner's voting rights, use of Private Streets or Common Areas may be revoked.

Article VII Amendments to Bylaws

The Board may make amend, and repeal the Bylaws at a regular or special meeting with written notice of such intention to Members. Members may make, amend, and repeal the Bylaws by a vote of a majority of the Members at a regular or special meeting with written notice of such intention to all Members. However, Bylaws may not be amended in a manner which is inconsistent with or conflicts with the terms of the CCRs.

Article VIII Fiscal Management

8.1-2 The fiscal year of the Association shall be January 1 through December 31, with the Treasurer keeping books of account. Two signatures by Officers of the Association are required to commit the Association to a Contract.

Article IX Construction

In order to resolve any discrepancies or conflicts, first priority is given to the provisions of the Utah Code Annotated, second to the CCRs (Restated Declaration), third to the Articles, fourth to the Bylaws, and fifth to the Association Rules.

Appendix I

ASSOCIATION RULES AND REGULATIONS (RRs)

Of the

Eagle Crest Single Family Homes Association (ECSFHA)

Note: These Rules and Regulations (RRs) are authorized by Article VI, Section 6.3 of the CCRs. Each heading lists the section of the CCRs related to the topic.

Owner/Association Landscape (See CCRs 7.1.a-f; 8.3.q.)

The Landscape Area as maintained by the Association extends from the foundation of each home, through the lawn area of each lot, and through the common areas (inclusive of fenced in Lot areas), with the following exceptions:

- A. Individual Owners/Members may plant flowers and shrubs in the flowerbeds within three (3) feet of the foundations of their home, as approved by the Architectural Control Committee (ACC). Planting in any other area (e.g. bordered planting beds), inclusive of fenced-in Lots, is allowed only with permission of the ACC. Members planting such an area(s) assume the responsibility to maintain the plantings in a presentable manner, including the control of weeds, pruning bushes and shrubs, the removal of dead flowers and plants at the end of the growing season, etc.
- B. Maintenance of trees or shrubs planted by Lot Owners (or previous Lot Owners) outside of the three foot foundation planting area shall also be the responsibility of the individual Lot Owner. The planting (or removal) of such trees or shrubs must be approved by the ACC.

- C. Owners with fences must open gates upon request of the Board or City Officials, and/or leave gates unlocked on dates of yard care as coordinated by the Management Agent.
- D. There shall be no parking of vehicles in landscaped areas including Common Areas. Damage to landscape, sprinklers, and/or property caused by such parking may result in fines and/or costs of repair.
- E. Owners shall not tamper with or change the individual sprinklers as programmed by the professional yard care company. If there are irrigation/watering concerns contact the Management Agent. The Board will work with the Yard Care Company to resolve such concerns.

Garage Sales (See CCRs 8.4)

- A. Garage sales for Owners living on 425 East are prohibited due to no parking on the private street.
- B. Garage sales are limited one per Owner per year on 400 East and 500 East.

Pets (See CCRs 8.6)

- A. ECSFHA Members are to be in compliance with all Brigham City Pet Ordinances, see <http://brighamcity.utah.gov/brigham-city-animal-control.htm>
- B. A maximum of two (2) cats and two (2) dogs per household are allowed.
- C. Owners and/or their guests must not allow pets to run loose upon other Owners yards at any time. Dogs must be kept within an enclosure or on a leash being held by a person capable of controlling the animal. Pet enclosures are subject to the approval of the ACC. Unattended animals may be removed to a shelter.
- D. Owners are liable to others for damage caused by their pets or the pets of their guests. If a pet damages or destroys the property of another Owner, the Owner responsible for the pet may be fined and/or be required to repair or replace to the satisfaction of the injured Owner the damaged property.

- E. No Owner shall cause, allow, permit or harbor any dog that habitually barks or cries, creating a noise disturbance to other Owners. A noise disturbance from a barking dog may be defined as that created by a dog barking continuously for thirty (30) minutes or intermittently for sixty (60) minutes or more.
- F. If barking or other noise from a pet disturbing other Owners is not stopped after a warning by the Management Agent and the Board of Directors, the pet owner may be required to remove the pet from the ECSFHA and/or fines may be levied.
- G. Owners of pets shall at all times collect any and all pet waste on their Lot (or Lot of other Owners if pet “escapes”). Owners who opt for full-service yard care must understand that yard care personnel will not mow yards littered with pet waste. Should an Owner’s yard not get mowed due to pet waste there will not be any remuneration for lost services and Owner may be fined for an unsightly yard area.

Trash Containers and Collection (See CCRs 8.14)

- A. Many Owners keep garbage cans within the garage. If this is not feasible please consider other options to put garbage cans in the least visible location possible. Lattice enclosures are an option; contact the management agent to access Board and/or ACC help for design and material. Owners who live on 400 East are asked to remember that their backyards face neighbors on 425 East.
- B. Garbage cans should not be put to the curb sooner than 24 hours before regular collection and should be removed from the curb within 24 hours after collection.

Owner Responsibility (See CCRs 6.1)

- A. Owners are responsible for their actions and the actions of their children, tenants, guests and pets. Owners shall bear the cost of repairing any damage done to the common area or facilities caused by them, their children, tenants, guests or pets. Any damage to underground pipes or electrical wiring caused by an Owner is the responsibility of the property Owner.

- B. Owners must report any damage of any kind to the Management Agent or Board of Directors as soon as possible so corrective action may be taken.

Noise and Nuisance (See CCRs 8.11)

- A. Between 10:00 PM and 7:00 AM, all noise (horns, yelling, shouting, construction, power yard equipment, etc.) shall be held to a minimum. No noise at any time will be made which may reasonably disturb people in other Living Units.
- B. No construction materials (lumber, masonry, etc.) are to be present or stored on Lots or driveways except for completion of current construction projects approved by the ACC (limit 3 months).

Sale of Property (See CCRs 3.1-4)

- A. When property is formally offered for sale, the following information must be given to the Management Agent through telephone, email, or written notice. Failure to provide this information will result in a fine. (Note: the new Owner is responsible for the transfer fee assessed by the Management Agent):
- Name of Owner and address of property
 - Date property was placed on market
 - Real Estate Company and Agent name and contact information

Appendix II
ASSOCIATION FINE SCHEDULE
Of the
Eagle Crest Single Family Homes Association (ECSFHA)

Fines for violation of the Governing Documents (Restated and Amended Declaration of Covenants, Conditions and Restrictions [CCRs] and Association Rules and Regulations [RRs]) of Eagle Crest Single Family Home Association (ECSFHA) are authorized by the **Utah Code Title 57-Chapter 08a-208**.

Unpaid fines, as well as unpaid assessments or enforcement actions, may be subject to interest of 18% per annum, attorney's fees, and a lien on the property (CCRs 5.1, 5.4, 5.5-8) which may be imposed 90 days after the due date of such fines, unpaid assessments, or enforcement actions which collectively accrue to \$500 or more. This lien is a recorded encumbrance on the title of the property and will be satisfied in favor of the Association at the sale of such property.

A. Fines may be assessed by the Board against the Owner in addition to corrective action as defined in the CCRs and RRs.

B. After the Board assesses a fine against an Owner, the Board may, without further warning, assess an additional fine against the Owner each time the Owner:

- commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision; or
- allows a violation to continue for 10 days or longer after the day on which the board assess the fine.

C. The maximum amount of fine is five-hundred (\$500) dollars in any one month period per violation per owner.

FINES

1st Violation: A warning notice will be issued to owner setting forth the violation and giving a time limit for corrective action. The time limit will not be less than forty-eight (48) hours. If the violation is not corrected within the time limit a fine shall be immediately imposed. The fine will be twenty-five (\$25.00) dollars.

Continuing Violation: If the member continues the violation for 10 days or longer after the day on which the board assesses the fine, the board may, without further warning, assess an additional fine of fifty (\$50.00) dollars.

2nd Violation of same rule in a twelve (12) month period: The fine will be fifty (\$50.00) dollars and the continuing violation process will be implemented.

3rd violation of same rule in a twelve (12) month period: The fine will be seventy-five (\$75.00) dollars and the continuing violation process will be implemented.

Members who become aware of infractions or violations may file a complaint with the Managing Agency (Steve@welchrandall.com or 881-399-5883). All notices or complaints received will be held in strict confidence.

Written notices (by mail or e-mail) of violation should include the following data:

- The nature of the violation
- The offending party, if known, or their address

Note: The Association Manager cannot respond immediately to verbal notices of any rule violation, unless it is apparent that an emergency is occurring and an immediate response is mandated due to threatening circumstances (i.e., a water line break, etc.).