

THE KNOLLS OF BIRMINGHAM

COMMUNITY ASSOCIATION

RULES AND REGULATIONS

August 1, 1995
Revised May, 2009

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In accordance with the By-Laws of The Knolls of Birmingham Community Association and the Declaration of Covenants, Conditions and Restrictions, as amended, the Board of Directors of The Knolls of Birmingham Community Association has adopted and published the following Rules and Regulations governing the use of the Common areas and facilities and the personal conduct of the lot owners, their tenants or guests this 1st day of May, 2009.

These Rules and Regulations are not intended to limit the generality of the provisions of the Declaration. Invalidation, if any, of any of these Rules and Regulations by judgment, court order or otherwise shall in no way affect the enforceability of any other Rule and Regulation herein. Headings are for convenience purposes only.

The Board may delegate any of its responsibilities hereunder to a managing agent, except that only the Board may amend these Rules.

DEFINITIONS

“Common Area” shall mean all the real property and improvements, including without limitation, pool, playground, tennis courts, walking paths, landscaping areas, parking areas, existing buildings, private roadways and walkways, and any building(s) or improvements that may hereafter be erected thereon not included within title lines of any lot.

“Unit” or “Dwelling” means any building or portion of a building located upon property designated and intended for use and occupancy as a residence by a single family, together, in the case of a Multi-Family Unit, with the ground directly below such building or portion of the building, and, in the

case of a single or two family unit, together with the lot on which the building is situated.

“Owner(s)” shall mean and refer to the owner of record of the title to any dwelling or unit.

“Property” shall include all areas which lie within the legal boundaries of The Knolls of Birmingham.

“Managing Agent” shall mean any designated agent of the Management Company under contract to The Knolls of Birmingham Homeowners Association for the management of the Property.

When used herein, the use of “Home” shall have the same meaning as Unit or Dwelling, as defined above.

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GENERAL CONDUCT

Generally

1. Units shall be occupied only by owners, their immediate family, tenants or guests for use as a private residence only. Home-based occupations may be carried on if the use is incidental to the dwellings primary residential use and there shall be no employees, customers, clients, or unreasonable amounts of deliveries at the unit.
2. Each owner is responsible for the actions, conduct and noise of family members and their guests and tenants for full and complete compliance with the Rules and regulations. No one shall unreasonably interfere with the rights, comfort or convenience of the occupants of other homes.
3. Owners are responsible for all damage to common areas, shrubbery, trees and grounds caused by them, their family, guests, tenants and/or pets. Owners shall assume the expense of any and all repairs.
4. Contractors or workmen employed by an owner or tenant shall not be permitted to work in any home or in any common areas between the hours of 8:00 P.M. of one day and 7:00A.M. of the next day (except for emergency repairs).
5. Moving conditions are as follows:
 - A. Moving or delivery vans or trucks are not permitted to cross lawns maintained by the Association, and must load and unload from the paved areas.
 - B. All cost of damages to areas maintained by the Association caused by the move/delivery shall be paid by the homeowner.
6. No signs (excluding security signs), notices, decorations, advertisements, banners or the like shall be placed upon any dwelling maintained by the Association, community facilities or

common elements. (Refer to the Sale & Lease section on page 16 for information on sales and rent signs.) One American flag not exceeding 3 feet by 5 feet is permitted. No large holiday, seasonal or flags of any other type may be displayed at any time. These signs may not exceed twelve inches wide by eighteen inches long.

7. No garbage, refuse, rubbish or cuttings shall be set out or deposited on any lot, street sidewalk or parking area unless placed in an appropriate, lidded container provided by the resident and said container shall be set out only when necessary for collection and shall otherwise be kept within the dwelling as defined.
 - A. Trash to be collected is to be placed at the curb in front of the lot, easily visible to trash collectors. A lidded trashcan must be used for all trash. Trash is to be set out no sooner than the evening before collection day to avoid health hazards and attraction of night animals.
 - B. Heavy duty plastic bags may be used for the disposal of non-food related waste items. The bags must be securely tied and are to be set out no sooner than the evening before collection day to avoid health hazards and attraction of night animals. Homeowners shall be responsible for the timely clean-up of debris caused by trash bags breaking open.
 - C. All other trash containers are to be securely covered and may be put out for collection the evening before collection. After trash collection, all emptied containers are to be returned to their inside storage location (i.e. garage) no later than the evening of pick-up.
 - D. Items placed in recycle bins are to be bagged or secured in a fashion to eliminate blowing or strewn debris. Homeowners shall be responsible for the timely clean-up of debris.
8. Owners, tenants and their guests are not permitted in the ponds/streams and wetlands area and are responsible for seeing

that their children and childrens' guests and pets do not enter these areas.

9. Only an officer of the Association who is acting in his/her official capacity, shall direct, supervise or in any manner assert any control over the employees of the Association, managing agent, or vendors/contractors.
10. Rules pertaining to the swimming pool and tennis court are updated and mailed on as needed basis. These rules are also available from the management office upon request.

APPEARANCE AND AESTHETICS

1. No window air conditioners are permitted in any unit. No air conditioners which require installation through roof or wall are permitted. Auxiliary air conditioners must follow standards set forth by the Architectural Committee.
2. No clotheslines or drying racks of any kind shall be permitted on any property including single-family homes.
3. Storage or use of charcoal/gas barbecue grills shall not be permitted in front of any home. In the case of Town homes, storage or use of charcoal/gas barbecue grills is not permitted on grass/landscape areas maintained by the Association.
4. Bulk storage of firewood in the front of any home is not permitted. For Town homes and Twins bulk storage of firewood shall be limited to one-half cord. The firewood shall be securely stacked and elevated from ground contact and be no closer than 18" to the exterior surface of the building.
5. Holiday decorations may be displayed after Thanksgiving Day and must be taken down by January 15th. No inflatable decorations of any kind, REGARDLESS OF SIZE, are permitted in the Knolls Community. This includes SINGLE FAMILY HOMES, TWIN CARRIAGE HOMES AND TOWN HOMES. When hanging lights

- and other decorations, care must be taken not to do permanent damage to wood, trees, etc., for which the Association is responsible. No exterior decorations are permitted above the second floor windows.
6. Seasonal wreaths may be hung on exterior doors using an over the door hook. All types of permanent mounting devices are prohibited on exterior surfaces of doors maintained by the Association.
 7. No garden or planted bed shall be bordered or fenced on any property maintained by the Association.
 8. No statuary, lawn ornament, bench, bird bath, standing animal feeder or furniture shall be placed permanently on lawn areas maintained by the Association. Bird feeder must be placed so that they are not a nuisance to neighbors.
 9. No above-ground pool, in-ground swimming pool, or dog/pet houses are permitted. No swing sets shall be erected or maintained on any lot maintained by the Association. No outdoor storage sheds are allowed. This includes twins, towns and singles.
 10. Garden hoses and sprinklers should be neatly stored when not in use. Hoses must not be left on driveways or walkways when not in use. Hose storage devices may not be attached to any exterior surface in the twin/townhome portions of the community.
 11. No one shall hang anything from patios, decks or out of windows except as permitted in item #5 above concerning holiday decorations.
 12. No toys, bicycles, baby carriages, athletic equipment, tools, playpens, wagons, wading pools, vehicles, or other personal property shall be stored on the common areas, areas maintained by the Association, driveways, walkways, front porches, rear patios, or beneath decks. Basketball nets may not be permanently installed and free standing portable units must be taken down and returned to inside storage (i.e. garage or basement) between November 1st and March 31st. Temporary athletic equipment e.g. hockey nets, soccer nets etc. may only be on turf areas or driveways during active use. Any and all damage to common areas or areas maintained by the Association will be repaired at the homeowner's expense

PETS

1. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on the Property, except usual and ordinary dogs, cats, fish, birds and other household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. Unreasonable quantities shall ordinarily mean more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. Animals belonging to owners, occupants or their licensees, tenants or invitees within the Property must be either kept in a Dwelling Unit, or on a leash being held by a person capable of controlling the animal. Should any animal belonging to an owner be found unattended out of the Dwelling Unit and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Association or a person designated by the Association to do so, to an animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants, and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of his family, his tenants or his guests.
2. Owners and tenants are responsible for the immediate removal of the waste of their animals from all areas on the property, common and deeded, including decks, porches, walkways, etc.
3. Owner and tenants are responsible for all damages to common areas and/or areas that the Association is responsible to maintain caused by their pets and any injury or disturbance their pets may cause or inflict.
4. No stake or other device may be attached or erected on a lot maintained by the Association for the purpose of securing a pet, nor shall pets be tied to any exterior structure maintained by the Association.

TRAFFIC AND PARKING

Parking or driving of any vehicle on lawns and/or tended grounds or the property is strictly prohibited. Any and all damage will be repaired at the homeowner's expense.

1. Parking of the following vehicles designed and licensed for personal transportation is permitted on the property, but must meet the following requirements:
 - A. Passenger Car—A motor vehicle designed for carrying ten passengers or less primarily used for the transportation of persons. Station wagons and sports utilities vehicles are included.
 - B. Motorcycles—The vehicle code defines a motorcycle as a motor vehicle having a seat or saddle for the use of the rider and designated to travel with not more than three wheels on the ground. Motorcycles or motorbikes may use the parking areas and access roads for travel or parking purposes only.
 - C. Van—Vans must meet the following standards:
 - It has permanently installed full-size seating for at least the driver and one passenger.
 - It has windows on both sides and in the rear.
 - It is not designed or adapted for use as an office or living quarters.
 - It is not designed or used primarily for transporting property
 - It has no roof or ladder racks, and;
 - It must not have commercial lettering.
 - D. Truck—Three quarter ton pick-up trucks are the maximum size permitted and must not have commercial lettering, attached tool boxes, ladder or pipe racks, etc.

2. Certain other vehicle types as described below are permitted to park at the dwelling for the purpose of loading and unloading for a period not to exceed 24 hours. These vehicles are not to be parked in such a way as to block their neighbor's driveways or interfere with traffic on Community roads. Residents or their guests wishing to park such vehicles for a period longer than 24 hours may do so at the tennis court or swimming pool parking lots up to but not in excess of seven (7) days with advance permission from the managing agent.

Examples of these other vehicles includes:

- A. Recreational Trailer—A recreational trailer is a trailer designed or adapted and used exclusively for recreational purposes. This class includes trailers used for the transportation of recreational vehicles, camping trailers, livestock trailers, boat trailers (with or without a boat), house trailers and semi-trailers or regular trailers.
 - B. Trailer—A vehicle designed to be towed by a motor vehicle.
 - C. Motor Home—A motor home is a motor vehicle designed for use as a mobile dwelling or office, including permanently installed sleeping accommodations, carpeting, kitchen appliances, bath facilities or office furniture.
3. Boats, snowmobiles, ATVs and motorcycles and related equipment or other vehicles not licensed for use on public highways are not permitted on the property at any time unless garaged.
 4. Commercial Vehicles—Commercial vehicles of any kind are not permitted on the property at any time except when providing services to a homeowner.
 5. Abandoned Vehicles—The managing agent, at the direction of the Board of Directors of the Knolls Homeowners Association, has the right, after due notice to the owner, to have a vehicle removed from the common property, including driveways, at the expense of the owner in the following circumstances:

- A. The vehicle is inoperable and left on the property for a period of more than 48 hours.
 - B. The vehicle does not have a valid registration plate, inspection sticker or title and has been left unattended on the property for a period of 48 hours.
 - C. The non-qualified vehicle has remained parked on the grounds on the property in violation of the rules as described above for a period of more than 24 hours.
 - D. Any vehicle parked for periods longer than stipulated above.
6. Automobile Repairs—Minor work lasting less than one (1) day is permitted. All such work must be done in a manner which is considerate of other owners. Large scale vehicle repairs are prohibited at all times including in the garage of the dwelling.
7. No oil or other fluids may be drained onto the pavement, grounds or the sewer system.
8. Motorcycles not licensed for use on public highways (including minibikes/ATVs) shall not be operated in The Knolls of Birmingham
9. In the event of a plowable snowfall, all vehicles must be parked on driveways or in garages.

ARCHITECTURAL

An Architectural Committee consisting of five (5) voting members of the Association will be appointed by the Board. Representation on the Committee will consist of three (3) Townhouse owners, one (1) Twin owner and one (1) Single owner. Should representatives not be available from an owner group, the Board will substitute other owners until such time as representatives become available. The Committee chairperson may appoint alternate non-voting members to assist the Committee in the performance of its duties.

1. No building, fence, wall, patio cover, fixture, or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Architectural Committee.
2. A written request using the approved form and describing any external improvements to be made to the property must be sent to Penco Management. These forms will then be reviewed by the Architectural Committee. The descriptions must include all vital information pertaining to the changes to be made.
3. Approval of any project does not waive the necessity of obtaining County or Township Building Permit nor the compliance to any and all applicable building codes or regulation.
4. All railings, decks and patios must remain in their original color and no changes of any type are permitted without approval of the Architectural Committee.
5. The exterior of any unit maintained by the Association may not be altered by any change in paint color.

6. No additional exterior lighting shall be installed without approval of the Architectural Committee. If approved, lighting shall be directed in such a manner so as not to create an annoyance to neighbors.
7. AC Approval Standards: Use of pre-approved standards for improvements does not waive the necessity of obtaining AC review and approval unless otherwise allowed for in the standard. A list of approved standards can be obtained from the Management Office. These standards include, but are not limited to:
 - Door knockers
 - Deck awnings
 - Storm doors
 - Exterior light fixtures
 - Garage doors
 - Landscaping below Town home decks

LANDSCAPING

1. Towns

The maintenance of trees, shrubs and lawns on Towns Common Ground is the responsibility of the Towns HOA. A home owner may not plant, prune or remove trees and shrubs without the approval of the Architectural Committee.

The planting of flowers (annuals or perennials) in existing beds is permitted. These plantings should not exceed four feet at maturity. Neglected plantings will be removed at the expense of the home owner.

A home owner may not add, enlarge or reduce the size of a Bed or change the configuration of a Bed without the approval of the Architectural Committee.

2. Twins

With the exception of front lawn trees, and lawns the maintenance of all trees and shrubs planted on land deeded to the home owner is the responsibility of the home owner. The Association is not responsible in any way for mulch beds, plants and shrubs in the rear or side of any lot. However, the removal, replacement or addition of trees or shrubs requires the approval of the Architectural Committee.

The planting of flowers (annuals or perennials) in existing beds is permitted. These plantings should not exceed four feet at maturity. Neglected plantings will be removed at the expense of the home owner.

A home owner may not add, enlarge or reduce the size of any Bed or change the configuration of any Bed without the approval of the Architectural Control Committee.

The Twins HOA is responsible for the maintenance, repair and replacement of lawns trees and shrubs on Twins Common Ground.

3. Singles

The maintenance of lawns, trees and shrubs planted on land deeded to the home owner is the responsibility of the home owner. However, the removal, replacement or addition of trees or shrubs requires the approval of the Architectural Control Committee.

The planting of flowers (annuals or perennials) in existing beds is permitted. These plantings should not exceed four feet at maturity. Neglected plantings will be removed at the expense of the home owner.

The KOB Association is responsible for the maintenance of lawns, trees and shrubs on Singles Common Ground.

4. Vegetable Gardens

No vegetable or fruit gardens are permitted on common areas or lots maintained by the Association. Single Family Homeowners may not construct or install any type fence permanent or temporary or netting of any kind

5. Grading

Except for original construction by the Declarant, the existing slope or configuration of any lot shall not be altered, nor shall any structure, retaining wall, planting or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to the actual or potential damage to any other lot, or which creates erosion or silting.

SALE AND LEASE

1. Sale of Property Policies

- a. Per Pennsylvania Law, it is the obligation of the sellers to provide copies of The Knolls of Birmingham Community Association Declaration of Covenants, Conditions and Restrictions, as amended, By-laws, etc. to the prospective buyer. These documents are available through the Property Management Company for the purpose of conveying the Buyer's obligation. The seller is required to pay a fee as defined by the Property Management Company to cover the cost of producing these materials. The Property Management Company will provide the seller with a release statement attesting the status of all fees and assessments which is required for property title and closing purposes.
- b. Sellers are not permitted to place any realty signs or fixtures either on the exterior of any unit or on grounds for which the Association has maintenance responsibility. However, exterior "Open House" signs are permitted during the period sundown on Friday to sundown on Sunday. For Sale or Rent signs at Singles, Towns and Twins are permitted on inside windows at all times.

2. Leasing Policies

- a. All lease agreements between an owner and a tenant shall be in writing and shall provide that the tenant must abide by all aspects of the Governing documents, including the Rules and Regulations of the Association, and that any failure by the tenant to comply with the terms and conditions of such documents shall constitute a default under the lease. See below for consequences and penalties of such defaults.
- b. All leases must be for a period of at least one (1) year. A copy of the lease shall be forwarded to the Property Management Company, including the name, phone numbers and email addresses of the tenants. Rental amount and other confidential information may be deleted.
- c. Subleasing is not permitted.

ASSESSMENT COLLECTION PROCEDURES

WHEREAS, Article IV, Section 4.1 (d) and Article VIII, Section 8.6 through 8.13 of the Declaration of Covenants, as amended, creating The Knolls of Birmingham Community Association (the “Declaration”) and Article V, Section 5.01 (a) (xiv) of the By-Laws of The Knolls of Birmingham Community Association grants the Board of Directors (“Board”) the powers and duties respecting the collection of assessments and the promulgation of rules and regulations thereof; and

WHEREAS, Article VIII, Section 8.6 of the Declaration provides for remedial measures by the Board in the event of a non-payment of assessments; and

WHEREAS, The Board has a substantial interest in collecting assessments in a prompt, orderly and consistent fashion; and

WHEREAS, The Board has determined that the clarification of existing collection procedures will assist the Board and Lot Owners in the collection and payment of assessments.

BE IT THEREFORE RESOLVED THAT the procedures for the collection of delinquent assessments are as follows:

1. Any assessment as may be levied by the Board in furtherance of its duties is due upon receipt and shall be termed delinquent if not paid on the date when such assessment is due.
2. Assessments are payable monthly in advance and are due on the first calendar day of each month.
3. If assessments remain delinquent for five (5) days, a notice of delinquency shall be sent by ordinary mail to the delinquent Owner and a late fee equal to five percent (5%) of the overdue assessment shall be added to the delinquent account.
4. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the annual rate of fifteen percent (15%), payable monthly at one and one quarter percent

- (1.25%) per month, including all late fees, charges, legal fees and costs.
5. If assessments (included in this paragraph and hereinafter all late fees, charges, interest, legal fees and court and related costs) remain delinquent for sixty (60) days, a final notice of delinquency shall be sent by ordinary mail to the delinquent Owner advising the Owner of the balance in the account and that suit shall be instituted to collect the balance unless the account is brought current with ten (10) days of said notice.
 6. Any mortgagee of any Lot who makes a request in writing to the Association shall have the right to receive a written statement of any default including the failure to pay assessments and to receive a copy of the delinquency notice sent to the Owner.
 7. An owner delinquent for more than thirty (30) days (and any family members or tenants occupying the Lot) forfeits any right and privilege to use any of the Association's recreational facilities, to serve on the Board or as an Officer of the Association or on any Committee thereof, and to vote at any meeting of the Owners until payment for such delinquency is received at the Management Office.
 8. All late fees, charges, interest, legal fees, court costs and another expenses or fees incurred in the collection of a delinquent account shall be the responsibility of the Owner.
 9. Until the same are paid, all delinquent assessments shall constitute the personal liability of the Owner and shall be a charge and lien upon the delinquent Owner's Lot.
 10. If any assessments remain delinquent for sixty (60) days, the entire balance of the current fiscal year's assessment may be accelerated by the Board and be declared due and payable in full.
 11. The assessment collection procedures set forth in this Resolution shall not be exclusive of other rights and remedies available to the Board of Directors of The Knolls of Birmingham Community Association.

RULES AND REGULATIONS VIOLATIONS –
NOTIFICATION AND FINING PROCEDURES (3/2009)

WHEREAS, the Board of Directors (“Board”) adopted certain Rules and Regulations (“Rules”) on or about July 31, 1995 and amended on October 22, 1998, pursuant to Article IV, Section 4.1(d) and Article VIII, Sections 8.6 through 8.13 of the Declaration of Covenants and Easement (“Declaration”) as amended and Article V, Section 5.1(a)(v.i.) and Section 5.16 (a.) and 5.03 of the Knolls of Birmingham Community Association By-Laws grants the Board the powers and duties necessary to administer and manage business, operations and affairs of the Common Areas and Facilities and Association of Lot Owners (“Association”), including the power to promulgate, distribute and enforce the Rules;

WHEREAS, the Association has a substantial interest in deterring violations of the Rules, By-Laws, and Declaration and enforcing compliance therewith;

WHEREAS, the Board has determined that the imposition of fines on individual Lot Owners who violate the Rules, Declaration, and By-Laws will deter violations and enforce compliance;

BE IT THEREFORE RESOLVED THAT:

The Board of the Knolls of Birmingham adopts the following rule regarding procedures for imposing fines on Lot Owners who violate the Rules, Declaration, and By-Laws:

A. General Procedures:

1. In the event of a violation, the Board, or its Managing Agent, shall notify the Lot Owner responsible for a violation of the Rules and Documents in writing (Warning Notice #1) and describe the violation with reasonable particularity,
 - a.) if said violation is not abated or corrected by the Lot Owner within the timeframe noted on the violation notice. The Board will then assess a \$50 fine.
2. The Board, or its Managing Agent, shall notify the Owner in writing of the \$50 fine assessment (Notice #2) and that the violation is to be corrected within a specified period of time. If uncorrected (based on

- inspection by the Board or its Managing Agent, requiring no additional notice) the unit owner will then be assessed an additional \$15 per day fine for each day the violation remains uncorrected. All daily fines will continue to accrue until its Managing Agent is notified in writing by the unit owner that the violation has been corrected.
3. For a (2nd) Second offense within a 365 day period, the fine would be \$75, following the same notification procedures as described in Section 1 and 2, as well as daily fines as described above.
 4. For a (3rd) Third offense within a 365 day period, the fine would be \$100, following the same notification procedures as described in Section 1 and 2, as well as daily fines as described above.
 5. Any fine imposed in accordance with these rules shall constitute a common expense assessment and a lien against the Lot and shall be collectible in the same manner as provided for in the collection of common assessments. If the fine is not paid within ten (10) days of the notice of fine, additional fines of up to \$15.00 per day may be imposed by the Board. Accordingly, all legal fees, interest, court costs and other fees incurred in the collection of the fine shall be the responsibility of the Lot Owner.

B. Pet Violations:

1. Pet violations/or occurrence type rules violations – pet curbing, waste clean-up & leashing/control violations, trash etc, shall be administered on a per occurrence/number of pets basis, etc. For failure to abide by the rules/guidelines concerning occurrence type violations such as pet leashing, waste clean-up etc the same notification procedures as described in Section 1 and 2, above will be followed with exception of the daily fines procedure. However a per occurrence/number of pets policy will guide the dollar amount of the fine i.e. 2 pets x \$50.00 per pet = \$100.00 etc.

C. Right to Request a Hearing

1. A Lot Owner charged with a violation of the Rules and Documents shall have the right to request a Hearing by the Board, at which Hearing no less than three (3) Board Members will be present, by submitting such request in writing to the Board or the Managing Agent within ten (10) days of the date of the notice of violation/fine. The written appeal request should state the reasons and/or rationale for the appeal and provide all the information that the Lot Owner believes is necessary for the Board to decide the appeal. Daily violation fines, when applicable, may continue to accrue pending an appeal so long as the conditions which created the violation continue to exist. In any event, the decision of the board shall be final.

The fining procedures set forth in this Rule shall not be exclusive of other rights and remedies available to the Board of Directors.

Rules & Regulations Violations

Fining Procedures

NOTICE #1	Warning Letter	<i>No fine assessed</i>
NOTICE #2	If the violation has not been corrected by the specified date, as requested in the Warning Letter, the owner will receive a 3rd letter.	\$ 50.00
NOTICE #3	If the violation has not been corrected (based on inspection by the Board or its Managing Agent, requiring no additional notice) as requested by the date stated in NOTICE #2, the owner will receive a 3rd letter notifying that they are being assessed an additional \$15 per day fine for each day the violation remains uncorrected. All daily fines will continue to accrue until its Managing Agent is notified in writing by the unit owner that the violation has been corrected.	<i>\$50.00 plus \$15.00 @ day (starting day 2) the violation remains uncorrected</i>
<i>2nd Offense of the same violation (within a 365 day period)</i>		
NOTICE #1	Warning Letter	<i>No fine assessed</i>
NOTICE #2	If the violation has not been corrected by the specified date, as requested in the Warning Letter, the owner will receive a 3rd letter.	\$ 75.00
NOTICE #3	If the violation has not been corrected (based on inspection by the Board or its Managing Agent, requiring no additional notice) as requested by the date stated in NOTICE #2, the owner will receive a 3rd letter notifying that they are being assessed an additional \$15 per day fine for each day the violation remains uncorrected. All daily fines will continue to accrue until its Managing Agent is notified in writing by the unit owner that the violation has been corrected.	<i>\$75.00 plus \$15.00 @ day (starting the 2nd day) the violation remains uncorrected</i>
<i>3rd Offense of the same violation (within a 365 day period)</i>		
NOTICE #1	Warning Letter	<i>No fine assessed</i>
NOTICE #2	If the violation has not been corrected by the specified date, as requested in the Warning Letter, the owner will receive a 3rd letter.	\$ 100.00

NOTICE #3	If the violation has not been corrected (based on inspection by the Board or its Managing Agent, requiring no additional notice) as requested by the date stated in NOTICE #2, the owner will receive a 3rd letter notifying that they are being assessed an additional \$15 per day fine for each day the violation remains uncorrected. All daily fines will continue to accrue until its Managing Agent is notified in writing by the unit owner that the violation has been corrected.	\$100.00 plus \$15.00 @ day (starting the 2nd day) the violation remains uncorrected
Occurrence-based violations: pet curbing, waste clean-up & leashing/control violations, trash, etc.		
NOTICE #1	Warning Letter	
NOTICE #2	Fines are applied on a per occurrence / per pet basis.	\$ 50.00
NOTICE #3	Fines are applied on a per occurrence / per pet basis.	\$ 50.00
All legal fees, interest, court costs and other fees incurred in the collection of the fine shall be the responsibility of the Lot Owner.		