



# Valley View Garden Homes West Association Rules and Regulations

January 2024



# Contents

Valley View Garden Homes West Association	Rules and Regulations .....	0
Association Documents .....		2
Definitions.....		2
Monthly & Special Assessments .....		3
Insurance .....		4
Maintenance .....		4
Exterior Improvements.....		5
Improvement Request Process.....		5
Outdoor Decorations .....		6
Storage.....		6
Pets.....		6
Trash Pick Up Services .....		7
Garage and Parking.....		7
Rental of Units .....		7
Residential Use of Unit.....		8
Change of Residence .....		8
Sale of Units .....		8
Signs .....		9
Recreational Fires, Open Flames & Grills .....		9
Disturbances.....		9
Compliance.....		9
Complaint Procedure.....		10
Enforcement Procedures .....		10
Rules and Regulation Changes .....		10
Voting Rules .....		10
Maintenance Responsibilities .....		11
Snow Removal.....		12
Snow Removal Homeowner .....		12
Snow Removal Association .....		13
Lawn Care .....		14
Summer Grounds Care Homeowner .....		14
Summer Grounds Care Association .....		14
Schedule of Fines .....		15

# Association Documents

## **Act**

Section 515B of the state law that governs homeowners' associations. Explains in general terms what an association must do, can do, or cannot do.

## **Articles**

Articles of Incorporation filed with the Secretary of State. This document created the Association as a legal entity. Information includes the Association's correct name, the date the Association was formed, the names of persons that initially created the Association, and the state laws the legal entity must follow.

## **Declaration**

Declaration of Common Interest Community and often called Covenants, Conditions, and Restrictions (CC&Rs). This document creates a "contract" between the Association and individuals that buy units in the Association. Information includes a description of the lots and property included in the Association and lays out the responsibilities of the Association and Homeowners. It includes what the Association can or cannot do, as well as what Homeowners can or cannot do. When individuals purchase a unit in the Association, they agree to abide by this document's requirements and all other Association documents' rules and policies. The Board of Directors must also comply with all requirements and cannot deviate or change the requirements. Only Homeowners can change this document with a 67% approval vote.

## **Bylaws**

This document lays out how the Association administers the business of the Association. It describes, in general terms, the procedures and mechanics of the Association management and decision-making and includes, but not limited to, the following: authority, duties and responsibilities of officer and director positions and how positions are filled; meeting and notice requirements; voting requirements; and the methods of record-keeping and reporting. The Board of Directors must comply with all requirements stated and cannot deviate or change the requirements. Only Homeowners can change this document with a 51% approval vote.

## **Rules and Regulations**

This document supplements the Articles, Declaration, and Bylaws. It provides policies and resolutions to issues that are not addressed in the other Association documents and clarifies or provides greater detail to requirements and processes specified in the other Association documents. The Board of Directors has full authority to add, revise, or eliminate rules or regulations, as long as, the rule or regulation does not violate or conflict with any requirement specified in the Act, Articles, Declaration or Bylaws and is not illegal.

# Definitions

**Common Interest Community.** Legal term meaning "homeowners' association" and the property included in that association.

**Common Elements.** As defined in the Association’s Declaration, means all portions of the Association except what is considered as the “Unit”. State HOA law further defines common elements as portions of the community used by or serves all unit owners. The only portion of the community that is used by all Homeowners in this Association is the lawn sprinkler system.

**Limited Common Elements.** As defined by the Association’s Declaration and State HOA law are those portions of the community that serve or are used by less than all Homeowners. This may include roofing, siding, driveways, sidewalks, exterior lighting, retaining walls, etc. that all units have in common or are shared but are not used by all units.

**Limited Common Elements designated for the sole use of the “Unit”.** As defined in the Association’s Declaration, these are those limited common elements that are designated by the Association for the use by units only and include the following: shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, perimeter doors and windows, that were constructed as part of the original construction. It also includes any authorized replacements and modifications to those items listed.

**Unit.** As defined in the Association’s Declaration and State HOA law, a unit includes the part of the building that makes up a single residence, separately owned, and includes the garage and the property surrounding it. The unit boundaries are the property lines specified on the CIC plat map filed with Washington County when the Association was created. State HOA law further defines a “Unit” as all spaces, fixtures, and improvements located within the boundaries of the unit (property line). A unit also includes those limited common elements designated by the Association as intended for the use only by the unit they serve, as stated in the preceding definition.

The “CIC plat map” is a diagram created by the original developer or builder depicting the estimated property boundaries based on measurements provided by the developer or builder. *(Please note that plat maps cannot be used to prove property ownership lines because they are only estimated boundaries. To resolve property disputes, a land surveyor would need to be hired to determine exact boundaries. Obtaining surveys are Homeowner’s responsibility.)*

**Governing Laws.** All the requirements, restrictions, responsibilities, processes and procedures, etc. that are specified in the Association’s documents and state laws.

**Valley View West.** Nickname used for identifying this Association.

## Monthly & Special Assessments

Monthly fees and any special assessments imposed will be due and payable on or before the 1st of each month. Any fees paid after the 15<sup>th</sup> of month will be assessed a \$15.00 late fee for each month the fees are not paid.

If not paid after 90 days, the Association will take necessary collection action.

## Insurance

All Homeowners must maintain HO-6 insurance covering their unit and loss assessment coverage to cover a \$10,000 building and a 1% wind/hail deductible (could be up to \$64,000) for Association-covered damages. All Homeowners must immediately report any damage to the Board. All owners should have loss assessment coverage on their H06 Policy. That will save you from having to pay out of pocket for the deductible if there was a claim. Please check with your insurance company to make sure you have this coverage.

## Maintenance

Maintenance Responsibilities:

Association and Homeowner maintenance responsibility is summarized in Appendix A.

Association and Homeowner grounds care and snow removal service responsibility is summarized in Appendix B.

Maintenance Request Process:

1. To request maintenance, go to [www.bordertownrealty.com](http://www.bordertownrealty.com) and click on the “Maintenance Request” Button or call 715-386-6000 to report an issue.
2. The Association will obtain quotes for major repairs such as siding, roofing, cement work, etc.
3. When Contractor goes out to inspect units, Homeowner will be notified either in person or via notice left at unit.
4. Board will review and approve or disapprove request within a reasonable time after bids/quotes have been obtained, Homeowner will be notified of decision, and The Association’ will schedule maintenance at the earliest available time.
5. Repairs will try to be made no later than thirty (30) days after Board approval. Repairs may take longer than 30 days depending on availability of materials, labor and weather conditions.

Emergency repairs will be addressed within 24 hours.

Homeowners desiring to use services of the Association’s lawn care/snow removal contractor for personal maintenance needs should contact the Association President. Homeowners should not contact the vendor directly. These requests are at the owner’s expense.

## Exterior Improvements

Improvements to the exterior must be submitted for written approval of the Board.

An “improvement” is any modification, alteration, permanent decoration, change, or addition and includes, but is not limited to, the following:

- Building additions or alterations
- Patios or decks and railings
- Posts
- Painting or staining (including decorative painting), except touch-ups with the same color.
- Entry and garage doors or windows of a different style or color than the original.
- Outdoor shades or awnings,
- Permanent canopies, tents, screen houses or gazebos.
- Permanent exterior lighting, which is visible from the street.
- Anything permanently attached on the outside of the unit doors, windows, walls or roof such as weathervanes, pennants, insignias, emblems, name-signs or house numbers were not originally provided.
- Landscaping (such as shrubs, trees, rocks, rock beds, garden edging – excluding garden or potted plantings)
- Shutters (if color or style is different from original)
- Storage, sheds, or other outbuildings
- Exterior radio or television antennas (excluding satellite dishes)

### **The following exterior improvements are not permitted:**

- Permanent clothesline, clothes poles/racks
- Permanent or semi-permanent playground equipment, play bars, basketball backboards, volleyball, badminton nets, etc.
- Artificial flowers or plants.
- Flower and vegetable gardens are permitted and do not require Board approval.

## Improvement Request Process

1. Homeowners need to obtain a Request for Exterior Improvement Approval form from the Association’s management company.
2. Homeowners will be notified of the decision within thirty (30) days after the request has been submitted.
3. If the committee does not disapprove the request within 30 days, improvements will be considered approved.
4. If the unit has been sold to a new owner and unapproved improvements have been completed for at least ninety (90) days, improvements will be considered approved.
5. If no request has been submitted to the Board, or if request has been denied, and Homeowner makes an unapproved improvement, any of the following may occur:
  - The Association may require the Homeowner to remove improvement at Homeowner’s expense.

- Homeowners may be assessed a penalty fee for noncompliance.
- The Association or another Homeowner may file a suit to stop or remove such additions, alterations, or changes.
- The association is not required to insure unapproved improvements. The homeowner will be responsible for damage that would otherwise be covered under Association insurance.
- Association is not required to maintain unapproved improvements. The homeowner will be responsible for maintaining all unapproved improvements.

## Outdoor Decorations

Tiki torches, Chinese lanterns, Christmas lights, etc., should be removed in a timely manner. Christmas lights and decorations may be displayed from mid-November to Jan 31. Christmas trees cannot be left outside unit after trash collection period ends.

Lawn ornaments on grassy areas are not permitted unless approved by the Board. Lawn ornaments in gardens are permitted.

No artificial flowers or plants are permitted.

Wind chimes require permission from neighbors on both sides before hanging.

## Storage

Outside storage of any items sporting equipment, toys, outdoor cooking equipment (except lawn furniture, and one gas or charcoal grill per Unit which may be left on balcony, deck or patio, if any), yard and garden tools and equipment. Grills must be 20' from the building.

## Pets

Pet owners should familiarize themselves and follow the City of Oak Park Heights pet ordinances, particularly those related to inoculations, licensing, leashes, and nuisances.

Unattended (tethered or untethered) pets are not permitted. While outside the home, all pets (including both dogs and cats) must be leashed or properly controlled in accordance with the City of Oak Park Heights Leash Laws.

A method to pick up this waste must be carried at all times when walking pets. If any lawn, tree or property damage can be reasonably found to be caused by a particular dog or other pet, the pet owner will be notified and assessed for repair of the damage.

The size of dogs is limited to forty (40) pounds. Pet owners may obtain a variance to the dog restriction rule from the Board for special circumstances such as service dogs.

Any disturbance such as constant and uncontrolled barking or caterwauling, noxious odor, repeated wandering, or other repeated reasonably offensive behavior caused by any pet may result in removal of pet from Association. Complaints of repeated pet disturbances should be

forwarded to a Board member. Pet owners notified of a violation will have 30 days to correct the offensive behavior. The board may order the offending pet to be removed from the property upon receipt of a petition requesting removal and signed by 75% of the Homeowners located within 65 feet of the Unit in which the specified pet resides.

Kennels and egress or ingress pet doors are not permitted. Doghouses or other pet-related structures must be approved by the Board.

Feeding of wild animals other than birds is not allowed.

## Trash Pick Up Services

Arrangements for trash pickup is Homeowners' responsibility. To begin or stop services, please contact Oak Park Heights City Hall. Trash pickup services are provided by Tennis Sanitation.

Trash may be placed at the end of the driveway the night before pickup service but not later than 6 a.m. on the day of service. Waste container/recycling bin must be returned to and stored in garage on the day of service.

## Garage and Parking

All vehicles must be parked in a garage or driveway. Street parking is to be used by guests. No parking overnight on streets between November 1 and April 1 for roads to be kept clear so that city or utility emergency vehicles have easy access. Vehicles in violation are subject to ticketing or towing by the City of Oak Park Heights. In no case should residents or their guest block access of other residents to their driveways.

**Parking in front of mailboxes is not permitted.** Letter carriers will not deliver mail if there is anything obstructing the mailboxes.

No boats, trucks, campers, trailers, snowmobiles, recreational vehicles other than vehicles operated daily shall be kept on the Homeowner's property, driveway longer than 48 hours without Board approval.

Snowmobiles, mini-bikes, go-carts, etc. shall not be operated on any Homeowners' property.

All driveways, walkways and sidewalks are to be kept free of obstructions of any kind that would constitute an obstacle or hazard.

Auto repairs of any type are discouraged and prohibited if repair takes more than one day to complete or is done for hire.

## Rental of Units

The following regulations have been adopted for any Homeowner leasing/renting a unit:

1. The unit and its garage must be leased/rented together, in their entirety and cannot be separately subleased. Renting rooms is also not allowed.
2. Homeowners must inform the Association, with written notice to the Board whenever they lease/rent their unit.
3. The following information is to be supplied to the Board no later than the commencement of the lease:
  - The name and phone number of the renter and all occupants of the home.
  - The term of the rental agreement.
  - Emergency contact information.
4. The lease must state that the renters must abide by all rules and regulations or governing documents and that failure to do so would be a default of the lease.
5. It is the Homeowner's responsibility to handle all maintenance and repairs to the unit that are not the responsibility of the Association, and to make sure the renter understands that all matters regarding maintenance and repair of the unit are to be handled with the Homeowner and NOT the Association.
6. It is the Homeowner's responsibility to supply a copy of the rules and regulations to the renter, and the Homeowner is to ensure that the renter and occupants comply with all of the rules and regulations.
7. The Board will notify the Homeowner of any violation by renter/occupant of the rules and regulations or governing documents. The Homeowner has responsibility to enforce compliance. Failure to do so will result in a penalty assessed to Homeowner.

## Residential Use of Unit

Each unit may be used for single family residential purposes only and no business activity may be conducted out of any unit.

## Change of Residence

Should a Homeowner change residence due to temporary or permanent reasons, the Homeowner must notify the Board.

## Sale of Units

Potential buyers have a legal right to review Association documents and receive a resale certificate from the Homeowner selling the unit. The Board/Management Company will, upon request in writing, provide:

1. Association financial and document copies
2. A statement of unpaid Association fees or assessments
3. A resale certificate, and
4. Other information, as required by law.

The Seller has responsibility for fees incurred for the above. A charge of \$50 will be made for resale certificates. Emailed copies of financials and Association documents are free of charge.

A charge of \$125 will be made for hard copies of disclosure statement, financials and Association documents.

Within seven (7) days after the closing of the sale, the new Homeowner must register with the Board, in writing. The Association will provide a form with the New Homeowners Packet.

## Signs

Only one (1) "FOR SALE" sign by the realty companies or owners will be permitted. The sign cannot exceed five (5) square feet. An "Open House" sign may be displayed on the day and during the hours of Open House only.

Posting of various other types of signs on or about the grounds is not permitted, except when necessary to indicate a party, sale or other one-day event. The signs should be removed immediately *after* the event is completed.

## Recreational Fires, Open Flames & Grills

All Homeowners must comply with the State Fire Code. Prohibited use of all open-flame heating and cooking equipment such as fire pits or bowls, grills, smokers, and fryers on decks, patios, balconies and within 10 feet of any structure.

## Disturbances

Homeowners shall exercise extreme caution about making loud (unreasonably and/or excessively disturb the peace and quiet) noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. If you have tarps covering things outside, make sure they are secured tightly and are not allowed to flap in the wind.

No other nuisances shall be allowed in or around the unit or should any use or practice be allowed which is a source of annoyance to other owners or which interferes with the peaceful setting of the town homes by all unit owners. A public nuisance is a thing, act, or use of property which shall:

1. Annoy, injure, or endanger the health, safety, comfort or repose of the public.
2. Offend public decency.
3. Unlawfully interfere with the use of, or obstruct or tend to obstruct, or render dangerous for passage a road, driveway, or entry way to a unit;
4. Depreciate the value of the property of the Valley View Garden Homes West Association community; or
5. In any way render the inhabitants of the community, or a considerable number thereof, insecure in life or in use of property.

## Compliance

Each Homeowner is responsible for full compliance of the Rules and Regulations by all

occupants, family persons, guests, visitors, lessees, renters, and other persons during the time they are on or using the property. By acceptance of the title to a Unit, each Homeowner agrees to accept responsibility for any violations.

## Complaint Procedure

Concerns or inquiries about Association Rules and Policies should be forwarded in person or in writing to the management company.

Complaints regarding rule violations must be submitted in writing to Bordertown Realty. Anonymous complaints will not be accepted. Complaints shall be kept confidential.

## Enforcement Procedures

The Association has the authority to establish and assess fines for violations of the Association's governing laws.

1. Violations of any compliance requirement may result in a fine in an amount determined by the Board as appropriate for the infraction, but not to exceed \$200.00 for each month for each time a violation occurs, and Homeowners shall be subject to all legal remedies available to the Association.
2. Homeowners shall assume full responsibility for payment of any assessed fines.

## Rules and Regulation Changes

The Association Bylaws empowers the Board to review, change, alter, grant waivers, amend, or delete any portion or section of these Rules and Regulations but only to the extent that the rule or regulation does not violate city or state laws or conflicts with the Association's Articles, Declaration, or Bylaws. The Board will provide notice to Homeowners of any changes to these Rules and Regulations within 30 days.

## Voting Rules

1. Homeowners vote on the following subjects:
  - Elect board members (Majority of attendees/proxies)
  - Amendments to Declaration (67% of total units)
  - Cost of improvements totaling \$25,000 or more (Majority of owner attendees/proxies)
2. If a homeowner is unable to attend a meeting, a homeowner may designate a proxy.  
Note: A proxy is not an absentee ballot. A designation means that the individual designated as the proxy may vote as he/she desires.
  - Proxies must be filed with the Association Secretary prior to the meeting.
  - Proxies are valid for one year unless the proxy statement indicates otherwise.
  - A board member is allowed to be a proxy.
  - Only one proxy per homeowner is allowed.

3. A roll call can be made in lieu of an attendance sheet to ensure accurate attendance, multi-owner voter designation, and proxy recording.
4. A quorum must be met before homeowner votes can be cast. (majority of total units)
5. Only one vote per unit allowed.
6. Votes must be cast at the meeting prior to vote count. No votes will be accepted once the votes have been counted. See Bylaws for all voting rules.

## Maintenance Responsibilities

ELEMENT	ASSOCIATION RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Exterior surfaces – Siding and trim, fascia, soffits, Brickwork, Louvres ( <i>except power washing</i> )	XX	
Driveway - Recoating (asphalt), replacement, repair	XX	
Roofing	XX	
Unit Interior and interior party walls ( <i>includes anything within interior walls</i> )		XX
Steps, stoops, slabs, sidewalks, railings, foundations, cement blocks ( <i>except exposed exterior block surfaces</i> )		XX
Decks, patios, porches, balconies, privacy walls, railings		XX
Exterior doors, windows, screens, shutters, door and window frames, hardware		XX
Exterior light fixtures, bulbs, outlets, and related electrical ( <i>Note: Bulbs must be led uniform in color using white or clear bulbs. No colored bulbs.</i> )		XX
Gutters, downspouts, guards or screening		XX
Fireplace, chimneys, flues and caps		XX
Mechanical equipment (air conditioners, furnace, water heaters and conditioners)		XX
Electrical and plumbing systems		XX
Pest Control		XX
Improvements made by Homeowners		XX
Mailboxes ( <i>Note: plastic newspaper boxes are not allowed.</i> )		XX
Utility, water, and sewer lines and piping ( <i>except irrigation system</i> )		XX
Cable, television satellite dishes		XX
Damage caused by Homeowner, occupants, guests, or contractors hired by Homeowner		XX

Damage caused by Association contractors <i>except</i> <ul style="list-style-type: none"> <li>• Damage created by building defects.</li> <li>• Damages reported more than 30 days after incident.</li> <li>• Damages caused by Homeowner acts or failure to act</li> </ul>	XX	
Storm or other damage covered by Association Insurance <i>(except deductible)</i>	XX	

## Snow Removal

### Snow Removal Homeowner

Homeowner Responsibility
Snow removal for less than 2-inch accumulations All items must be removed from 10' of sidewalk & driveway
Clearing any snow remaining after the final plowing due to parked cars
Snow removal from rear patios, sidewalks or patios on the side of unit, decks and roofs
Deicing or sanding to reduce ice accumulation on drives, steps, walkways, curbs, garage aprons and other paved areas
Removal of ice build-up on the front steps or decks at the front of any unit caused by snow melting and dripping off the roof
Snow removal, hauling, relocating snow piles
Report any damages caused by snow removal service to Board immediately

Services Ordered & Provided by HOA Snow Removal Service Provider for a Fee		Cost
De-icing	Application of ice melt products to walkways.	\$15/unit
Sanding	Sanding of drives, parking areas, walks, walkways and steps including the front entry and exit drive	\$95/ton

# Snow Removal Association

The following grounds care and snow removal services are provided by the association's lawn/snow removal contractor per the contract:

Type of Service	Included in Monthly Fee	Minimum Trigger Indicators	When Service is to be Provided By?
Snow plowing	Complete snow plowing of driveways the width of the garage	2 inches	Within 24 hours after snow stops
	Complete snow plowing of driveways, the width of Garage	6 inches	Within 36 hours
	Touch up plowing (push back snow piles & clear missed areas, if not caused by owner not clearing items)	2 inches	Within 48 hours
Snow Shoveling	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	2 inches	Within 24 hours
	All mailboxes will be shoveled around as to be accessible for residents and letter carriers		
	Fire hydrants will be kept clear from piled snow		
	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	6 inches	Within 42 hours
	All mailboxes will be shoveled around as to be accessible for residents and letter carriers		
	Fire hydrants will be kept clear from piled snow		
	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	12 inches	Best efforts
Fire hydrants will be kept clear from piled snow			
Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	Wind chill temperatures of -25 Fahrenheit	When safer conditions exist	
Inspection for damage	Contractor is to inspect complex and report damages caused by snow plowing		By May 15

# Lawn Care

## Summer Grounds Care Homeowner

Homeowner Responsibility
Maintenance of gardens and landscaping
Weeding of mulch beds
Weeding of landscaping between contractor service timeframes
Maintenance of wild areas (trees, shrubs, vegetation that grow wild)

## Summer Grounds Care Association

Mowing	Mowing to include the following activities: Spot mow as required during periods of drought or dormancy causing uneven growth. A cutting height of approximately 3 inches. Avoid, if possible, clippings against units or into landscape areas. Using the proper application of equipment to difficult areas prevents excessive scalping. Grounds will be policed for debris during scheduled mowing. No mowing in rain.	Once a week contingent upon weather conditions
Inspection	Inspecting for lawn and landscaping damage	Throughout season
Trimming	Trimming of grass around buildings, plantings, light poles, and other obstructions to assure a manicured appearance. Contractor to be responsible for any excessive damage to trees and shrubs that are properly protected from the lawn equipment. This is to include painted pots.	Weekly
Fertilization	Fertilization is to be applied to turf areas.	3 annually
Weed Control	Spraying for crab grass pre-emergent, Lawn area only.	1 time with 1st fertilization
	Spraying for lawn weeds, lawn area only.	2/season
Tree and Shrub Care	Weeding landscape beds, sidewalk cracks, curbs, garage aprons, etc. with the use of chemicals. Original landscaping area only around the foundation of the home. Any added from original is homeowners' responsibility.	1/season
	Trimming shrubs in common landscape areas limited to ten feet in height to maintain shape and size. Debris to be removed from property. Original landscaping only, added landscaping is homeowner responsibility.	1/season
	Inspecting trees and shrubs for insects and fungus	Monthly
	Cutting Broken or hanging branches	As required

	Monitoring and trimming shrubs to provide adequate clearance	As required
Sidewalk/Driveway Maintenance	Clean up edging of all walks and curbs within the development with weed eater.	2/season
	Walks, steps and patios to be blown or swept after mowing to include excessive amounts on driveway areas and remove debris, grass, berries, etc.	As required
Fall Clean-up	Fall clean-up to include the following activities: Raking of leaves and debris as required in lawn area. Last mowing in fall to be cut a 2.5 inches and clippings collected by catching or power sweeping. Removal of debris and leaves from the lawn area. Removal from wild area of all foreign materials, i.e., paper, refuse, etc. is homeowner responsibility.	Once before Oct. 31, conditioned upon weather

## Schedule of Fines

You will be given notice to correct a violation. You have **14 days to correct and notify Bordertown that it has been corrected.**

If not corrected and notified Bordertown that it has been corrected, you will be fined \$25.00 and \$5.00 per day until corrected with a max fine of \$1,000. Per violation. Unpaid fines will go as a lien on your property.

The payment of any and all legal fees and costs incurred by the Association to enforce violations or collect fines shall be the responsibility of the Owner.

It is the Owner's responsibility to inform their tenants of the Rules and Regulations. Owners are responsible for any violations caused by their renters/tenants.

A courtesy letter citing the specific violation(s) and requesting correction of said violation(s) within a specified number of days. (No monetary fine if corrected within specified number of days, with the exception of repeat offenses.)

Upon completion of the time frame listed in the violation letter (14 days). The fine must be paid within 30 days.

In the event that fines are unpaid, lien(s) against the Owner's(s') property may be filed. Cost of preparing and filing any lien(s) will be added to the lien amount.

A Continuing Violation is a violation of an ongoing or repetitive nature which is curable but has not been corrected within the required amount of time. The Board may impose a continuing monetary penalty, assessed on a daily or weekly basis, without additional notice, until the infraction or violation has been remedied. **It is the responsibility of the**

**Owner(s) to notify the Board of Directors or its management company that the violation has been corrected.**

The Association may undertake any measures, legal or administrative, to enforce compliance with Condominium Association Declaration of Covenants, Conditions, Restrictions and Easements and Rules & Regulations, and shall be entitled to recover from any person causing or permitting the violations all attorneys' fees and costs of enforcement incurred by the ARC and Association, whether or not legal action has been started. Such attorneys' fees and costs shall be a lien against the property owner's unit and a personal obligation of the owner.