

REGULATIONS

The Deed of Dedication (DoD) authorizes the Board of Directors to periodically adopt and publish rules and regulations to aid in the enforcement of all covenants and conditions and restrictions contained in the DoD § V. (C)(3)(i)); see also Amended Bylaws (Art. VII, § 1(A)).

The Board adopts and publishes the following Regulations:

I. FINES

The DoD authorizes the imposition of Violation Assessments upon written notice of violation to the owner, rejection of appeal, if any, and upon expiration of time to remedy the issue. The fine amount and frequency is discretionary, and shall be assessed until the violation is corrected (§V, (D)(1)(iii), (and (10))); see also Amended Bylaws (Art. VII, §1(F), Art. XI, §1)).

1.1 Fine Schedule

Class A Violation - Not more than \$500.00;

Class B Violation - Not more than \$250.00;

Class C Violation - Not more than \$100.00.

1.2 Violations

1.2.1 Class A Violations:

(A) Failure to Obtain Approval of Architectural Committee prior to construction, installation, or renovation of any feature (DoD) §VI, (A)(1)-(3));

(B) Architectural Restrictions - Use of Lots (DoD §VI, (B)(1)-(11), and (14)(16)).

1.2.2 Class B Violations:

Restrictions - (DoD §VI, (B)(19), (20), (26), and (31)).

1.2.3 Class C Violations:

(A) Restrictions - (DoD §VI, (B)(12), (13), (17), (18), (21)-(25), (27)-(30), and (32)-(36));

(B) Owner Lot Maintenance Responsibilities - (DoD §VI, (C)(1)-(7)).

II. INTEREST ON DUES, SPECIAL ASSESSMENTS AND FINES

The DoD authorizes the Board to levy up to 12% interest per annum on (1) annual maintenance assessments, (2) special assessments, and (3) violation assessments (DoD §V, (D)(1), (5), and (10)).1.1

Interest Accrual

At the Board's discretion, interest of up to 12% per annum may be imposed on annual maintenance assessments, special assessments, and violation assessments in default (90 days in arrears) and for which a lien has been filed.

III. GATE REMOTE ISSUANCE AND REPLACEMENT

The HOA will provide two DoorKing 8066-080 MicroClik one-button gate remotes to each household at no cost. Homeowners shall exercise reasonable care in the possession and use of gate remotes. Gate remotes shall remain the property of the HOA at all times.

- 1.1 If a gate remote becomes inoperable at no fault of a homeowner, the HOA will replace the remote at no cost. The HOA will replace depleted remote batteries (Alkaline type A23) at no cost.
- 1.2 If a gate remote is lost, stolen, or becomes inoperable due to homeowner negligence, the homeowner is responsible for the replacement cost of the remote.
- 1.3 If a homeowner enters into a long-term lease agreement, the homeowner shall provide the lessee with gate remotes initially issued to the homeowner. The homeowner remains responsible for the replacement cost of any gate remote lost, stolen, or that becomes inoperable due to lessee negligence.
- 1.4 Upon sale of the home the homeowner shall, upon vacating the property, leave both gate remotes on the kitchen counter or island for the new homeowner.