

Foxwood Homeowners Association

Rules and Regulations

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**Foxwood Homeowners Association
Rules & Regulations
March XX, 2012**

Article One: General Responsibilities and Information

1.1 These Rules & Regulations are based on the "Declaration of Covenants, Conditions and Restrictions" (CC&R's) that are a part of the Deed for each Lot.

1.2 The elected Board of Directors for the Foxwood Homeowners Association (the "Board") is required by the CC&R's to enforce the provisions thereof and is further authorized to establish additional "Rules and Regulations" governing the conduct of owners and residents.

1.3. These Rules & Regulations replace all prior rules and regulations that may have been approved by prior Board decisions. In all cases, the CC&R's shall prevail if there is an inconsistency between these Rules & Regulations and the CC&R's.

1.4. The Board may hire a Property Manager and may delegate some of their enforcement power to the Property Manager.

1.5. Owners (and residents) are responsible for the conduct of their children, guests, tenants and pets.

1.6. Residents should immediately contact the Property Manager should any damage occur in a common area.

1.7. Foxwood is zoned as residential subdivision. All Lots are to be used solely for private single-family residential purposes. All home occupations are subject to the applicable government ordinances, and the following rules: no signs; no more than one nonresident employee at a time; limited to an area not to exceed 20% of the home (excluding garages and storage buildings); no outside storage; no use of heavy equipment, power tools, or power sources not common to residential use; no regular use of or frequent delivery by commercial delivery or supply companies other than common courier carriers such as Fedex, UPS or DHL ; and customers and clients are not allowed to visit the business, except by appointment. A careful reading of these Rules & Regulations is encouraged, as they may be more restrictive than City of Covington Ordinances.

1.8. All residents should make every effort to keep their property and the common area in a clean and orderly manner.

1.9. The common area is defined as all areas owned and/or maintained by the Fox wood Homeowners Association (Association) and consists of greenbelts, landscape improvements, planter islands in streets, and entrance signage. Individual properties are defined by their deeded property description that consists of specific property lines.

1.10. Right-of-ways are the areas open to public access such as streets, sidewalks and certain easements.

Article Two: Noise and Behavior

2.1. No resident shall make or permit any illegal activity, disturbing noise, noxious, offensive, dangerous, unsafe activity or disorderly conduct or do or permit anything to be done which will interfere with the rights, comfort or convenience of other residents.

2.2. Residents holding large parties are advised to notify immediate neighbors and the Property Manager, in advance. Guests must be advised that they may not park in or block private driveways.

2.3. Fireworks are completely banned from all common areas. This includes the impact of fireworks on any common area. Right-of ways are not included in this ban. Residents must clean up all material left in right-of-ways.

Article Three: Vehicles and Parking

One of the major problems in a planned community is parking. These rules are promulgated to clarify Article IX Section I of the CC&R's. The purpose of the CC&R's parking provisions is to protect the value of real property for all homeowners within the community.

3.1. Approved Vehicles. All vehicles defined below are considered "Approved Vehicles":

3.1.1. Car or Standard Vehicle: A car or standard vehicle is a vehicle designed for the transportation of persons, not falling within any other definition or prohibition of these regulations, and which falls within the definition of "family automobile" as that term is commonly used. Included in this category are standard sized pick-up trucks, vans and sport-utility-vehicles used for personal or family transportation as defined in these regulations.

3.1.2 Standard Size Pick-Up Truck: A standard size pick-up truck is a vehicle, falling into the definition of a pick-up truck as that term is commonly used, in its originally manufactured (unmodified) condition. Standard size pick-up trucks shall not include trucks with dual wheel body style, racks or a shell that is significantly higher or wider than the cab. Standard size pick-up trucks shall not exceed twenty-one (21) feet in length or eighty-six (86) inches in height.

3.1.3 Van: A van is a vehicle, falling into the definition of a van as that term is commonly used, which is designed primarily for the transportation of persons. A passenger van with manufacturer installed luggage racks shall be considered a standard vehicle. A van with no side windows or outfitted for recreational use shall be considered a recreational vehicle. A van with no side windows or outfitted for commercial use (cargo van) shall be considered a commercial vehicle.

3.2. Prohibited Vehicles. All vehicles defined below are considered "Prohibited Vehicles":

3.2.1 Truck: A truck is a vehicle designed, used or maintained primarily for the transportation of property. A truck with dual wheel body style, racks or a shell that is significantly, higher or wider than the cab is not considered to be a standard size pick-up truck and is prohibited.

3.2.2 Commercial Vehicle: A commercial vehicle is a vehicle that is used in connection with any trade service or business; any vehicle, regardless of size, make or model, which a reasonable person would consider as being substantially designed or intended for business, trade or commercial use, in whole or in part, due to its signage, equipment, attachments and/or fixtures, in other words based upon its appearance and/or configuration. The fact that a vehicle is not currently being used for commercial or business purposes is not relevant. Factors considered in determining whether a vehicle is a "commercial" vehicle will include but not be limited to: logos, advertising and business information on or about the vehicle, business style painting of the vehicle, hardware and/or equipment such as racks, materials, ladders and/or tools that are visible, attached to or hanging from the vehicle, and the physical configuration of the vehicle, which by its nature is typically for or reasonably indicates a design intended for trade, service or business use or for transporting equipment for such business use. A Commercial Vehicle may be defined as such even if the vehicle does not have a commercial license plate and/ or is not registered as a commercial vehicle. Commercial vehicles do not include automobiles presently being used for police, medical or fire department business.

3.2.3 Camper: A camper is a vehicle on or in which there are facilities for human habitation, or camping or recreation purposes.

3.2.4 Mobile home/Motor home: A mobile home or motor home is a vehicle designed, used or maintained for human habitation.

3.2.5 Trailer: A trailer is a vehicle designed for carrying persons or property and which is not self-powered.

3.2.6 Recreational Vehicle: A recreational vehicle is a vehicle that is sold or advertised as a recreational vehicle or RV by its manufacturer, or which is designed, used or maintained for purposes of human habitation, camping, amusement, social activities, entertainment, pleasure or sport. Any vehicle having top lights, roll bars, or any such equipment normally designed for off-road or recreational use, shall be classified as a recreational vehicle. Vans with no side windows or outfitted for recreational use shall be considered recreational vehicles.

3.2.7 Inoperable Vehicle: Inoperable vehicles shall include any vehicle which is not currently registered or insured, or that is unable or not legally allowed to operate on public streets.

3.2.8 Vehicle Exceeding Eighty-six Inches in Height: Any vehicle that exceeds eighty-six inches in height is a prohibited vehicle.

3.3.1 Vehicle and Parking Regulations.

3.3.1 Approved Vehicles shall be parked in a Homeowner's garage or parked temporarily (less than 24 hours) on the Homeowners driveway when not in use. The Board of Directors shall have the authority, after notice has been given to tow (at the vehicle owner's expense) any vehicle that is parked in violation of the CC&R's or Rules & Regulations adopted by the Board.

3.3.2 Vehicles shall not be parked on sidewalks at any time.

3.3.3 Vehicle repairs may not be made on any common area or on right-of-ways except for emergency repairs such as flat tires. Vehicle repairs within private property must comply with hazardous waste disposal procedures as governed by law. No hazardous materials such as vehicle oil shall be disposed of on common area or down storm drains.

3.3.4 All Prohibited Vehicles; motorcycles, and utility vehicles, such as golf carts, must be garaged. With the exception of commercial vehicles, the garaging of these vehicles shall be in addition to the required garaging of Approved Vehicles. If a garage cannot accommodate the parking of all Approved Vehicles in addition to Prohibited Vehicles, motorcycles, and, utility vehicles, such other vehicles must be stored elsewhere.

3.3.5 Vehicles that otherwise meet the "Approved Vehicle" requirements but have significant rust (as reasonably determined by the Board of Directors); mismatched or significantly faded paint, primer or non-automotive paint, oil or automotive fluid leaks; body damage or other exterior damage, must be garaged.

3.3.6 No Prohibited Vehicle boat, motorcycle, or similar equipment shall be parked on any street, driveway or designated parking area.

3.3.7 Recreational vehicles may be parked temporarily in an owner's driveway for the purpose of loading or unloading only, for a period not to exceed twenty four (24) hours.

3.3.8 The storage of any vehicle outside a garage for more than ten (10) days and not used on a regular basis is prohibited on any private lot or common area within Foxwood.

3.3.9 Residents may not have more vehicles than garage parking spaces, or an Approved Vehicle that will not fit in their garage.

3.3.10 Nothing in these Rules & Regulations is intended to prohibit or restrict the temporary daytime parking of a commercial vehicle at a residence where the owner/member is receiving residential services applied to his or her home or yard by or from a third-party business.

Article Four: Pets

- 4.1 No animals, except dogs, cats, caged birds, fish and tanks, and other small household pets will be permitted.
- 4.2 All pets must follow the local, county and state laws regarding types and numbers allowed, leash laws, license tags, and other such items. In any case, pets (including those of tenants and guests) shall be on a leash when off the Owner's property.
- 4.3 Pets may not be kept, bred or used for commercial purposes.
- 4.4 Residents are responsible for any disturbance, noise, odor or mess created by a pet.
- 4.5 Food for pets is not to be left in any common area or right-of-way.
- 4.6 Pet waste may not be disposed of in any common area and must be regularly cleaned up on private property. The Owner must immediately clean up animal waste deposited by a pet in any common area, right-of-way or on any property other than the Owner's property.
- 4.7 The Architectural Control Committee must approve pens and enclosures.

Article Five: Grounds

- 5.1 A landscape company hired by the Board maintains the common area.
- 5.2 Residents are responsible for the maintenance of their own yards the required minimum maintenance standards are defined as follows:
 - 5.2.1 Each Lot shall be maintained by the owner thereof in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris
 - 5.2.2 No storage of goods used for commercial purposes shall be permitted in open view from any Lot. [KAP: I deleted the references to prohibited vehicles because section C. Vehicles and Parking already says that they have to be parked in a garage.]
 - 5.2.3 All refuse from yards shall be kept in sanitary containers. A place shall be provided in each Lot where such sanitary containers shall be kept and be concealed from view of any Lot. Such containers shall regularly be emptied with the contents disposed of off the plat of Foxwood (the "Subdivision"). [KAP: Is this section meant to apply only to yard waste? If not, it could be combined with 7. Below]
 - 5.2.4 No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Subdivision, except that a regularly tended compost device on a Lot shall not be prohibited, provided that it is not offensive in odor or sight.

5.2.5 Improvements on a Lot shall be maintained in good order and repair.

5.2.6 The lawn and planting beds must be kept relatively weed-free and shall be regularly maintained and trimmed to present a clean, neat, and well-maintained appearance.

5.2.7 Plants, shrubs and trees shall be properly pruned and shall not impede pedestrian use of the sidewalks. Large trees shall be removed before damage is caused to sidewalks by their roots.

5.2.8 Beauty Bark and/or rock ground cover is acceptable in place of grass for side or Back yards. The boundary between planting beds and yard must be distinct.

5.2.9 At least fifty (50) percent of every front yard shall be maintained as lawn area unless otherwise approved.

5.3 Dumping of yard waste or any other items on the common area is not allowed. The only exception is tree branches that have blown in from the common area.

5.4 No burning is allowed on either common area or a Lot.

5.5 No outside storage of items other than normal outdoor furniture is permitted in the front of a Lot if the item is visible from the public right of way. Barbecues, children's toys, neatly stacked piles of firewood, or temporary stacks of lumber are allowed to be stored in the back of a Lot.

5.6 All refuse shall be kept in sanitary containers sealed from the view of any Lot. The Containers shall regularly be emptied and the contents disposed of off the property. Containers may not be stored in front of a residence except for 24 hours prior to the Scheduled pick-up time and 24 hours after the scheduled pick-up time by the disposal Company. Any spillage of garbage is the responsibility of the Owner to clean up and must be done within 24 hours of the spillage.

5.7 Clotheslines are permitted only in the back yards of Lots, must not be visible from the public right of way, and must be must be of a retractable type that is not visible unless in use.

Article Six: Buildings

6.1 The Association is generally responsible for common area repairs, including mailboxes.

6.2 Newspaper boxes are not allowed on the common area and must be mounted on the individual Owner's residence. Freestanding posts with boxes are not allowed.

6.3 The repair costs of items that are the responsibility of the Board is paid for by the yearly assessment or special assessment. Most items are approved directly by the Board either through the annual budget process or by specific action. The President and the Property Manager have the authority to spend up to \$500.00 per occurrence for necessary repairs without prior Board approval.

6.4 Residential structures, accessory buildings, decks and fences must be kept in good repair, including staining or painting (if originally applied). Stain or paint must be uniform in color, and without fading, cracking, or peeling. Damaged, rotten or insect-infested wood shall be promptly replaced. Roofs should be free of moss. All such maintenance is the responsibility of the individual Owner.

6.5 Insect and vermin infestations must be immediately eliminated.

6.6 Christmas lights may be installed in November and must be removed by the 31st of January.

6.7 No clothes, sheets, blankets, laundry or any other kind of article other than holiday decorations or flags as approved by law may be hung on the exterior of a structure.

6.8 Basketball hoops may not be attached to the front or sides of residential structures. Portable tetherballs and basketball hoops are permitted. When not in use for an extended period of time, they must be stored out of sight.

6.9 The Architectural Control Committee must approve all additions and modifications or color changes to decks, fences or the exterior of any structure. See the appropriate section for these rules.

Article Seven: Common Area Use

7.1 The use of firearms or of any type of weapon (including but not limited to: BB and pellet guns, dart guns, bow & arrow, crossbow, slingshots, etc.) is banned on the common area.

7.2 Playing is not allowed in developed planting areas. Play that endangers any landscaping is not allowed. Climbing on trees or retaining walls is not allowed.

7.3 Private property may not be stored on the common area including bicycles, toys, firewood, lumber, etc. Littering on the common area is not allowed.

7.4 Wildlife is protected and should not be disturbed.

7.5 All plants (except for Scotch Broom or other noxious weeds and plants), trees and topsoil are to be left undisturbed.

7.6 Portable tetherballs and basketball hoops may not be stored in rights-of-ways such as streets or sidewalks.

Article Eight: Signs

8.1 With the exception of the items below in 2. - .4, no signs, billboards, handbills and any other type of signage may be placed anywhere on the common area, right-of-ways or on an Owner's property. This includes mailbox supports, street signs, or trees. Notices by or approved by the Board or security system signs are exempt.

8.2 A-boards or temporary freestanding signs are allowed to point to open houses for homes for sale or events such as garage sales. These signs may not be left out overnight.

8.3 Political signs, not more than five (5) square feet in area, may be placed in yards and/or windows during campaign periods as are consistent with federal, state or local law.

8.4 A single post sign, not to exceed five (5) square feet in area, is allowed in the yard of a residence that is for sale or rent. For Sale signs must be removed within 10 days after closing of the sale of the property. For Rent signs must be removed within 2 days after a lease agreement is entered into.

Article Nine: Rental and Sale of Residence

9.1 Owners are required to provide their tenants with a copy of the current Rules & Regulations, CC&R's and other pertinent information. Tenant information such as names and phone numbers shall be given to the Property Manager by the Owner along with a signed acknowledgement by tenant that he/she has received a copy of the governing documents of the Association and will abide and comply with their requirements.

9.2 If a tenant or guest does not take care of a problem, damage or fine assessed by the Board, the Owner will be responsible.

9.3 Owners selling their residence must have the closing agent contact the Property Manager regarding any amounts owing the Association and to forward contact information regarding the new Owners.

Article Ten: Architectural Control Committee (ACC)

10.1 General Information

10.1.1 The ACC consists of a chairperson and a minimum of two other persons, all of whom are approved by the Board.

10.1.2 The ACC has the responsibility to accept and review plans and applications, and issue approvals or deny approval for all additions, modifications and color changes to accessory structures, fences, walls, appurtenant recreational facilities (e.g., hot tubs, basketball courts, tennis courts, swimming pools and bath houses), or other exterior structures to be placed upon the property or the exterior of any building. Exceptions are concrete sidewalks and patios that are flush with the ground. The ACC will determine whether the exterior design and location of the proposed structure, alteration, or color changes harmonizes with the (1) surrounding structures, (2) surrounding nature and built environment, and (3) aesthetic character of other homes in the Subdivision.

10.1.3 All requests must be submitted on forms as supplied by the ACC and may be obtained from the Property Manager or any member of the ACC. A plan check fee will be charged.

10.1.4 Applications must be mailed to the Association's address (same as for mailing payments).

10.1.5 The ACC has 14 days from the day of receipt to accept or reject the proposed project. If the ACC does not respond within 14 days, then the proposed project shall be deemed approved provided it does not violate any CC&R's, building code or law.

10.1.6 Approval or disapproval by the ACC requires at least two signatures on the appropriate forms. If there aren't two members available in a reasonable amount of time to approve submitted plans, then the President or Vice-President of the Board may act as a member of the ACC. After ACC review, any plan that is approved shall be given to the Property Manager for final review and coordination before the applicant is notified.

10.1.7 Owners are responsible for maintaining any approved addition or modification.

10.1.8 Disapprovals may be appealed to the Board by contacting the Property Manager or President, at least three days prior to a regularly scheduled monthly meeting.

10.1.9 Owners must verify all lot lines and have the responsibility to ensure that all improvements are on their own property.

10.1.10 Owners are responsible for obtaining all required permits and to seek the advice of a licensed engineer and/or architect as necessary. Approvals do not imply that the proposed project meets building codes or is structurally sound or safe.

10.2 Specific Rules

10.2.1 Fences, walls and hedgerows:

- a. Only fences built of cedar will be approved. Walls or hedgerows may be approved in place of fences.
- b. Fences, walls or hedgerows may not exceed six (6) feet in height.
- c. Fences shall be natural in color.
- d. Fences built to obscure Vehicles shall be solid and sight obscuring.
- e. Fences, walls or hedgerows are permitted on side and rear property lines up to the front wall (façade) of the primary Residence. In no event shall any fence, walls, or hedgerows be allowed between the front Lot line and the front wall (facade) of the primary Residence.
- f. Hedgerows may not grow onto a neighboring Lot without approval of that Lot Owner. They must be properly maintained.

g. Chain link fencing may be approved for sports facilities or pet enclosures. However, they must be behind a sight-obscuring approved fence.

10.2.2 As approved by Federal law, small satellite dishes and other small antennas may be installed without approval as long as an effort is made to make them unobtrusive. Large satellite dishes (in excess of one meter in diameter) and antennas are not allowed. No antenna of any type may be installed on any common area.

10.2.3 No exterior lighting will be allowed that is excessively bright and grossly exceeds the boundaries of an Owner's property and/or disturbs other residents.

10.2.4 Driveways and parking strips in front of and/or visible from the adjacent right-of-ways shall be paved with exposed aggregate concrete.

10.2.5 Residences shall be repainted in the same color as when initially constructed. Changes of color shall receive ACC approval. Accessory structures shall be painted the same color as the primary Residence.

Article Eleven: Rules Enforcement

11.1 General Policy

11.1.1 The Board has the responsibility and authority to ensure that all Rules & Regulations, CC&R's or Bylaws are enforced.

11.1.2 The Property Manager may be authorized by the Board to enforce some provisions such as towing of vehicles and the issuing of warning letters and fines. The President, or in his absence the Vice-President may act in these same instances as well.

11.1.3 Rules pertaining to noise and disturbances issuing from private properties must be enforced by governmental agencies such as the police, health department, building department and other such agencies in addition to any enforcement action taken by the Association under the governing documents.

11.1.4 Residents are advised and requested to report all criminal activity to the local police department by calling 911. This includes noise or other complaints regarding neighboring properties.

11.1.5 Criminal or civil violations that are dealt with by governmental authority may further be subject to action by the Board.

11.1.6 The Association shall be entitled to attorney fees and costs for any action taken to collect fines in accordance with Article XVI, Section 5 of the CC&R's. If such fees are not paid within sixty (60) days, a lien may be placed upon the Owner's Lot.

Article Twelve: General Fine System

Pursuant to the Washington State statute, section 64.38.020 of the Revised Code of Washington (RCW), the following written rules and restrictions are adopted in order to further and foster timely compliance by homeowners for the matters addressed below. These rules are intended to supplement the CC&R and/or Bylaw provisions which address the topics set forth below, not supplant or amend them, and in the event of an inconsistency or conflict between these Rules and the CC&Rs or Bylaws of the Foxwood Homeowners Association, the CC&Rs and/or Bylaw provisions shall supersede and apply.

12.1 Investigation/Notice of Violation. Once a possible violation has been reported or otherwise becomes known to the Association, it will be investigated and a determination made as to whether a violation has actually occurred. If it is determined that a violation occurred, written notice of the violation will be sent or delivered to the offending homeowner giving him/her 30 days within which to correct the violation and comply (the "Correction Period"). If the violation involves an emergency timeline or other circumstances, the notice may then require the homeowner to cease action immediately or to promptly take certain actions within less than 30 days in order to comply.

12.2 Legal Action. If the owner does not then comply within the Correction Period and correct the violation, the Association may assess fines against him/her as described in Section III below. At the Board's discretion, legal action may be taken against the violating homeowner at any time after the Correction Period. Additional fines will continue to be assessed while the legal action is in process, if the homeowner continues to violate the yard maintenance requirements of the CC&Rs, or these Rules & Regulations. All attorneys' fees and costs shall be awarded to the prevailing party and shall be recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the governing documents.

12.3 Further Compliance Action.

12.3.1 Notwithstanding anything to the contrary; the Association shall in all cases of a violation have the right to exercise the *Lot Maintenance by the Association* provisions in Article IX of the CC&Rs. Additional fines and legal expenses will continue to accrue and be assessed against the violating owner while the violation is being corrected by the Association per the CC&Rs.

12.3.2 If the Owner fails to respond in a manner satisfactory to the Board within a forty-five (45) day Correction Period, the Board may hire a company to perform the work and will bill the Owner for the cost thereof. A \$25.00 service fee will be added to the total bill for the time spent by the Association. This will be in addition to any previously levied fine.

12.3.3 In the event that the estimated cost of such maintenance or repair should exceed one-half of one percent (0.50%) of the County Tax Assessor assessed value of the Lot and improvements on the Lot, the Board shall be required to have the assent of two-thirds(2/3) of the Members of the Association before undertaking such repairs or maintenance.

12.4 Schedule of Fines. Fines in the amount of \$50/day may be assessed by the Association against any homeowner and/or his/her lot, starting immediately after the Correction Period set forth above expires without the complete and total correction of the violation by the owner within that period. However, if the violation involves an intermittent offense or conduct, for example a barking dog, or repeat intermittent commercial or recreational vehicle parking, the Association may levy a fine of \$50 per incident after reasonable initial warning to the owner/member.

12.5 Collection of Fines.

12.5.1 The Association will bill the offending homeowner the applicable fines at such time and for such periods as the Association considers reasonable. If, after the fines accrue, they remain unpaid and outstanding for more than 90 days from date of the first such billing, interest shall commence and apply to the unpaid fines at the rate of one percent (1 %) per month on the unpaid balance.

12.5.2 All fines imposed by the Association upon an owner or owners which remain unpaid for said 90 days shall constitute a lien on the Lot and all its improvements, and may, once total fines equal or exceed \$500, be handled and foreclosed upon in the same fashion as if it were a lien for unpaid assessments under the Association's CC&Rs and the laws of the State of Washington. The Association may file a formal lien with the county in order to further protect its interests regarding the unpaid fine(s). The amount of the lien shall include interest, and all costs and office expenses, including attorneys' fees, incurred by the Association in the collection of such unpaid fine(s).

Article Thirteen: Appeal Process

13.1 General. Any homeowner found by the Board to be in violation of the Foxwood Homeowners Association's CC&Rs, Bylaws, and/or these Rules & Regulations may request a hearing to offer a defense to the violations and/or imposition of fines. All requests for hearings must be received by the Foxwood Homeowners Association's office no later than ten (10) calendar days following homeowner notification of the violation. Failure to request a hearing within this time frame shall be deemed a waiver by the homeowner of an appeal pursuant to these Rules & Regulations.

13.2 Request for Appeal. The homeowner must complete a written Request of Appeal which shall be mailed or delivered to the Association within fifteen (15) days of after the issuance of a violation notice. The appeal request must contain the following: homeowner's name and address; homeowner's reason and basis for an appeal; a copy of all supporting documentation; the name of any attending attorney's, witnesses or other collaborating guests. The homeowner shall sign and date the Request for Appeal.

13.3 Hearing Request Procedure.

13.3.1 The appealing homeowner shall be sent confirmation receipt of a Request for Appeal from the Association.

13.3.2 The Board President will assemble at least three current members of the Association's Board of Directors to act as a Review Board (the "Review Board") following receipt of a written Request for Appeal complying with the requirements set forth above.

13.3.3 Upon formation of the Review Board (normally within 14 business days), the Review Board shall mail or deliver notice to the appellant owner of a hearing date, which will provide the date, time, and location of the hearing, to be determined by the Review Board.

13.3.4 The Review Board will permit the appealing homeowner up to thirty minutes to explain the circumstances of the appeal and provide grounds as to why the violation and/or fine should be waived, reduced or withdrawn.

13.3.5 At the conclusion of the presentation, the Review Board will adjourn into closed session to review the circumstances of the Request of Appeal as presented.

13.3.6 Within a reason time frame (normally within 14 business days) of the hearing for the Request for Appeal, the Review Board will mail or deliver written notice to the homeowner as to the Review Board's decision.

13.3.7 If the Review Board finds in favor of the appealing homeowner, it shall advise the homeowner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived. Any adjustment(s) shall reflect on the homeowner's account the following month.

13.3.8 If the Review Board determines that the owner's explanation or defense presented at the hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the owner will be so notified, in which case the fines imposed will continue to be owing to the Association until paid in full regardless of whether the violation has since been removed or corrected.

Article Fourteen: Delinquent Assessment Collection Policy

14.1 The yearly assessment (dues) may be adjusted and will be announced at least 30 days prior to January 1st of each year. It is due by January 31st. The Board may increase it by 10% per year. More than a 10% increase requires a vote by Members present at a meeting called to approve the measure.

14.2 The Board may approve special assessments, up to \$5000.00. An amount above that requires a vote by Members present at a meeting called to approve the measure.

14.3 If payment of the annual assessment or approved special assessment has not reached the Association by the due date, a late charge in the amount of \$25.00 will be assessed and added to the balance due on your account. If the payment has not reached us by the last day of each succeeding month, interest at the rate of 12% per annum is added to your account.

14.4 Accounts that are three months or over past due may have a lien placed against the Owner's property.

14.5 Accounts that are six months or longer past due may be turned over to the Association's attorney for collection. All such cost of collection will be billed to the Owner. The Board may, with or without cause, turn an account over to collection earlier.

14.6 Tenants are not responsible to the Association for paying the assessment; rather it is the responsibility of the Owner.

14.7 The voting rights of Owners may be suspended if their accounts are delinquent.

These Rules & Regulations were adopted at a duly called meeting of the Board of Directors, held on January 17, 2012 and will be effective March 12, 2012.

14.5 Accounts that are six months or longer past due may be turned over to the Association's attorney for collection. All such cost of collection will be billed to the Owner. The Board may, with or without cause, turn an account over to collection earlier.

14.6 Tenants are not responsible to the Association for paying the assessment; rather it is the responsibility of the Owner.

14.7 The voting rights of Owners may be suspended if their accounts are delinquent.

These Rules & Regulations were adopted at a duly called meeting of the Board of Directors, held on January 17, 2012 and will be effective March 12, 2012.

— David Haywood	— President.
Lois St Peter	— Vice Presidents
J. J. Owens	— Treasurer
Cheryl Owens	— Secretary