

Stonewater Homeowners Association

Rules and Regulations

The following Rules & Regulations (hereafter, “Rules”) have been adopted by the Board of Directors (hereafter, “BOD”) under the authority granted by Article VII(G)(10) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereafter “Declaration”), Article II(f) of the Articles of Incorporation, and Article V, Section 16(M) of the Bylaws on April 15, 2025. The previous Rules & Regulations are hereby rescinded and replaced with these Rules. These Rules govern property modifications and maintenance, the activities within Stonewater, of the Homeowners, tenants and their guests, the use of the Common Areas, and the violation and fines process. This document is a tool to implement and enforce the Declaration. However, should there be any conflict between these Rules and the Declaration, the language of the Declaration prevails.

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Article I. Property Modifications and Enhancement

Section 1.01 Modifications. When a Homeowner decides to make any alteration or improvement to their home’s exterior or their Lot which alters the appearance, **the change must be preapproved by the Architectural Control Committee (ACC).** These modifications are not just limited to remodeling or renovation of the exterior or landscaping, but can include, but are not limited to: decks, docks, pools/hot tubs, stand-by generators, basketball hoops, playscapes, outbuildings, fences, changes in materials or colors, resulting in a change in appearance, relocation of air conditioners/stand-by generators, installed outdoor kitchens, shorelines, pergolas, awnings, and exterior lighting. When making an alteration to a grandfathered element, the Homeowner must modify this element to comply with the current Governing Documents or obtain a written waiver or variance from the BOD.

Section 1.02 ACC Approval Procedures.

- (a) Prior to commencing a project, the Homeowner shall obtain the Modification Request (MR) application form, and appropriate checklist for the most common modifications, from our website (stonewatersub.org). Carefully review Articles VI and VII of the Declaration and provide the applicable requirements to your contractor. **The ACC approval is invalidated if the modification is found to violate the Declaration; in this situation, the Homeowner may be required to correct at their expense.** The ACC has created checklists for several common modifications which summarize some of these requirements.
- (b) Other requirements:
 - (i) The Homeowner is responsible for obtaining any necessary building permits from Northville Township for plumbing, heating, electrical, building revisions, retaining walls, or pool and fence installations.
 - (ii) No structure, planting, or other materials shall be placed upon an easement. Therefore, utility and drainage easements should be clearly marked on the proposed plan. The Homeowner is responsible for

receiving preapproval for any variances and to submit them with the application.

- (iii) The lakes, parks, and creek areas are Common Areas that cannot be modified by a Homeowner.
- (iv) The ACC may require a builder to furnish to the Association an adequate security deposit, in the ACC's sole discretion, to protect the Association against costs and expenses which it might incur if the project is not completed promptly or in accordance with the ACC approved plan involving the construction of a house or other Structure, as defined by the Declaration. ACC plan review and approval will not be started until any required security deposits is paid.
- (c) A completed MR application, applicable checklist(s) and other applicable documents shall be submitted to the Property Management Company. Work may only commence once the ACC has approved the plan and the Homeowner has received written confirmation; or the ACC received all required plans and specifications, and failed to approve or deny them after twenty-one (21) business days.
- (d) If it is discovered that the ACC approved a modification that violates the Declaration, and no waiver or variance was granted, the Homeowner must promptly submit a revised application and associated documents for ACC approval. Any work in process must stop until the ACC has approved the revised plan and the Homeowner has received written confirmation.
- (e) **The Homeowner may be required to return property to its former condition, at their own expense, if any construction or other improvement activities have commenced without prior ACC approval.**
- (f) Homeowner shall notify the Property Manager once the project is complete to schedule a final ACC inspection. Upon final written installation approval, any security deposit held will be refunded.
- (g) For projects not completed in accordance with the approved plan or without an approved plan, the Homeowner will be subject to the legal remedies provided at Article VII(Y) of the Declaration, including fines and/or removal and abatement. In these cases, any security deposit will be applied to the expenses that the Association incurred and any additional cost will be charged to the Homeowner.

Section 1.03 Structures and Other Modifications.

- (a) Structures. No Dwelling, building, garage, outbuilding, fence, wall, gazebo, hedge, recreational equipment, water feature, greenhouse, or other improvement, whether temporary or permanent in nature may be constructed without ACC approval.
- (b) Solar Panels, Wind Generators and similar devices prohibited by Article VII(R)(4) of the Declaration may now be maintained under Michigan law. The installation requires ACC approval and criteria for approval is defined by the Board's Solar Energy Policy.
- (c) Satellite Dishes and Antennae. Mini dishes (not to exceed 18") should be installed in a location out of public view, otherwise Homeowner must provide evergreen screening or camouflaging.
- (d) Storage and Other Structures. Trailers, sheds, boat houses, tool sheds, barns, tree houses, tents, or other similar structures are not permitted.
- (e) Animal Structures. Dog houses, runs or kennels, chicken coops, or any other animal structures are not permitted.
- (f) Lot Ornaments. Large ornamentation like statues, bird baths, and fountains placed within public view are only permitted with ACC approval. Excessive ornamentation that creates an unsightly or unkept condition is not allowed.

Section 1.04 Flags. An American flag, and the flag of any one of the United States, may be flown in the size (no larger than 4 x 6 feet), manner and place permitted by the ACC.

- (a) No free-standing flagpoles are permitted. **Flagpoles that were previously approved during the Subdivision's development shall be removed by the current Homeowner prior to the sale of the property.**
- (b) Flag bunting may be displayed for patriotic holidays (i.e., Memorial Day, Fourth of July, Labor Day, etc.) starting one (1) week before and removed by one (1) week after the holiday.
- (c) High school, collegiate or professional sports team flags may be displayed only on game days.
- (d) All other flags are strictly prohibited.

Section 1.05 Signs. Except for signs posted by the Association, or as previously approved by the BOD, no signs may be posted or displayed in public view anywhere on a Lot except one (1) professional "For Sale" sign not larger than five (5) square feet. Any variances must be approved by the BOD. The following exceptions currently are allowed:

- (a) One (1) exterior professional home security sign, subject to ACC approval of the location, no larger than one (1) square foot and placed no higher than two (2) feet off the ground in the front yard.
- (b) Graduation sign for a resident graduate (one (1) per graduate no larger than 2 x 3 feet) displayed only during the months of June and July.
- (c) Student recognition sign (athletic/activity) for a resident student(s) not to exceed three (3) in total (no larger than 2 x 2 feet) displayed clustered together. Signs must be removed once the sporting season or activity has ended.

Section 1.06 Exterior Lighting. Design must be architecturally harmonious (day and night), light directed only where needed and when needed, and must minimize the impact of off-site glare and light pollution. All exterior lighting changes require ACC approval.

- (a) Only use lighting sources with correlated color temperature (CCT) of 2,700K.
- (b) Light sources (bulbs) must be shielded from public view with exception for decorative candle-shaped incandescent bulbs.
- (c) Excessive exterior lighting is prohibited.
- (d) Security lighting must have motion detectors with an automatic light duration not to exceed five (5) five minutes and the motion-activated sensitivity to movement shall be adjusted so as not to create an annoyance or nuisance.
- (e) Flood lights shall be directed downward and not installed more than ten (10) feet off the ground. Flood lights may not be placed on the front elevation unless the light source is shielded and designed to blend harmoniously into the architecture or landscaping.
- (f) Permanent holiday lighting installations are not permitted.

Section 1.07 Variances or Waivers. Variances or waivers shall only be granted in extraordinary circumstances on a case-by-case basis. The granting of a variance shall not automatically constitute a waiver of the Declaration for any other Lot or automatically grandfather to a subsequent Homeowner. There are two (2) steps to this approval process: (1) ACC Recommendation and then (2) BOD approval.

- (a) ACC Recommendation. Requests for a variance shall be submitted to the ACC with the associated

Modification Request. The ACC will determine if the variance would further the purposes and intent of the restrictions and meet certain criteria set by the Declaration:

- (i) The ACC shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties (unique circumstances related to the Lot that are not self-created) or (2) prevent undue hardship from being imposed on a Homeowner as a result of applying these restrictions (a situation that is unique to the property and would not generally be found elsewhere in the Subdivision and/or deprives the Homeowner of all reasonable use of the property).
 - (ii) Such variances may only be approved if they will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the Subdivision or (3) adversely affect the character of nearby Lots.
- (b) BOD Approval/Denial. After the BOD receives the ACC written recommendation and rationale to approve the variance, the BOD shall deliberate to determine if the case meets the criteria discussed above. The BOD will then vote whether or not to approve the variance. The meeting minutes will record the vote and a written response sent to the applicant. If granted:
- (i) The written approval will state whether or not the variance is transferable to the next Homeowner.
 - (ii) Upon the sale of the property, the written approval document for the variance will either be transferred to the next Homeowner or the property will be restored in accordance with the Declaration.

Article II. Property Maintenance

It shall be the responsibility of each Homeowner to maintain their Lot and structures and prevent the development of any unclean, unsightly, or unkempt conditions.

Section 2.01 Landscaping.

- (a) Minimum Requirements. Homeowners must maintain the minimum landscaping requirements at all times. Diseased or dead trees and shrubs must be promptly replaced in accordance with the Declaration requirements, including minimum size requirements listed in Article VII(Q)(4) of the Declaration. **If the Homeowner cannot replace in kind (no change in original appearance), they must receive prior ACC approval of the modified landscaping plan.**
 - (i) Street Trees – Two 3-inch caliper Norway Maple trees. Other deciduous trees must be preapproved by the ACC.
 - (ii) Front Yard – 3 trees (not including street trees), at least 2 of which are ornamental trees, and foundation shrubs at 3-4 feet tall with at least half being evergreen and ACC approved mulch/landscaping rock color.
 - (iii) Back Yard – 6 trees with at least 1 being an ornamental tree (at least 2.5-inch caliper) and at least 3 being shade (at least 3-inch caliper) or evergreen (at least 12 feet tall) trees.
- (b) Growing Season Requirements. Lawns shall be uniformly and regularly mowed, trimmed and edged. Damaged lawns shall be replaced with sod. The Lot, landscaped beds, and shorelines shall be frequently weeded and trash removed. Trees and shrubs shall be seasonally pruned. Beach sand and mulch shall be replenished as required. All plant materials shall be watered, fertilized, and treated to maintain their health or replaced as required.

- (c) Fertilizer, Pesticide, Road Salt, and Other Pollutants. Homeowners should be aware the Subdivision's watershed, including roadway and backyard storm drains, discharge directly into our lakes, which impacts residents' use and enjoyment of the lakes. Homeowners shall use due care in applying any pollutants that could be released into our lakes and strictly follow the product's instructions posted on its label.
- (d) Shorelines and Beaches. Waterfront homes shall monitor for shoreline erosion and preserve shorelines with regular maintenance in accordance with their approved landscaping plan.
 - (i) If there is cause to modify the design, review the Stonewatersub.org website Lakes Page/Shoreline Requirements or contact the ACC to discuss other options.
 - (ii) Topping off the shoreline with fresh sand is permitted, however, no alteration of the lake bottom is allowed.

Section 2.02 Sidewalks and Driveways shall not be obstructed in any way.

- (a) Homeowners shall remove any tree branches or other objects that are less than eight (8) feet above a sidewalk or the road. Street trees shall be pruned around the tree's entire circumference.
- (b) Sidewalks must be maintained and repaired or replaced as needed with complete slabs. Unlevel sidewalks, or those with tripping hazards of ¾-inches or more difference from an adjacent slab, must be promptly corrected (leveled or replaced).
- (c) Weeds shall be promptly removed from all driveway and sidewalk expansion joints.
- (d) Homeowners shall promptly remove significant snow or ice accumulations from sidewalks.
- (e) Snow shall not be blown or plowed into the street.
- (f) During a winter storm event (snow accumulation of 1.5" or more), Subdivision roads shall remain clear of vehicles and trash receptacles (if on trash day) and these items shall be located on the Homeowner's property until the snow service has been completed.

Section 2.03 Mailboxes. All mailboxes shall be of uniform size, color, and same design in compliance with the standards set forth by the ACC (currently Gaines Keystone model KS-20A). It is the Homeowner's responsibility to maintain the mailbox and support arm, address plate/numbers, and its post.

Section 2.04 Outdoor Furniture and Recreational Items. Only furniture and equipment consistent with ordinary outdoor use shall be permitted on patios, balconies or decks.

- (a) Unattended toys or portable recreational, sports, or exercise equipment, creating an unsightly condition, are not permitted.
- (b) The area on or under any patio, balcony, or deck shall not create an unsightly condition by storing supplies, materials, equipment, personal property, or trash or refuse of any kind.

Section 2.05 Boat Storage.

- (a) All boats and watercraft must be stored inside the Homeowners garage, except lakefront Homeowners, who may store their boat on their shoreline or attached to their dock.
- (b) During the winter, lakefront owners may store one (1) boat on their shoreline, along with their dock.

- (i) The use of bubblers is strictly prohibited as they cause unnaturally thin ice.
- (ii) Pontoon boats must be wrapped in white shrink wrap so they visually blend in once the snow falls. Blue shrink wrap is not permitted.

Article III. Resident Activities and Conduct

No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Homeowners.

Section 3.01 Leasing. Homeowners are required to get prior BOD approval of the proposed lease agreement before it is executed. Homeowners are to submit a copy of the lease at least 10 days prior to the planned lease execution.

- (a) A Homeowner may enter into a lease of their residence for residential use, provided that such lease is for the entire residence and for an initial term of not less than twelve (12) months.
- (b) Terms of the lease shall state that the tenants shall comply with the Governing Documents. The Homeowner shall supply a copy of these documents to the tenant. The lease form must include a provision stating that the lessee has read the Governing Documents and agrees to abide by them.
- (c) The Homeowner shall supply the Association with a copy of the signed lease and contact information for both parties.
- (d) The Homeowner is responsible for their tenant, and the Association will hold the Homeowner responsible for any violations committed.

Section 3.02 Parking and Staging Materials. Homeowners should be aware there is no legal street parking in cul-de-sacs and next to boulevard islands. Furthermore, one side of all streets is a designated fire lane, requiring a 20-foot-wide lane for emergency vehicles to pass. Residents are asked to park their vehicles in their garage or in their own driveway whenever possible.

- (a) Residents' commercial vehicles and trucks (i.e., company logo or vans), trailers, boats, campers, snowmobiles, jet skis, motorcycles or vehicles other than automobiles may only be parked or stored in the Homeowner's garage.
- (b) Residents with motorized homes or campers who are preparing for departure or returning from an extended trip may park in the driveway for a period not longer than 24 hours.
- (c) Vehicles parked for purposes of advertising are considered commercial vehicles and prohibited.
- (d) Commercial vehicles and trucks that are making pickups or drop-offs or providing services to a Homeowner are permitted to park during the normal course of business and only during normal business hours.
- (e) Delivery and staging of landscaping or other materials (i.e., mulch, compost, shrubs, pavers, etc.) must be placed on the Homeowner's Lot/driveway and may not obstruct the street or sidewalks. Homeowners must secure prior written ACC/Board approval for temporary storage of a roll off container, port-a-potty, or other construction-related obstructions. These materials can only be temporarily installed for a reasonable amount of time.

Section 3.03 Pets. No animal, other than normal household pets, shall be kept within any home or in the Subdivision. Poultry, livestock, and exotic pets are prohibited.

- (a) Homeowners are limited to no more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Animals may not be kept for breeding or other commercial purposes.
- (b) No animal may be permitted to run loose at any time on the Common Areas, and pets must be walked on a leash while on the Common Areas.
- (c) Pet waste must be immediately cleaned up. Dog waste stations are available for your convenience in the Common Areas. If they are full, pet owners must take the waste home for disposal in accordance with Michigan law.

Section 3.04 Trash. Trash receptacles shall be maintained by each Homeowner within their residence or within the ACC approved designated area on their Lot and shall only be set out in public view for such periods as may be reasonably necessary to permit periodic collection of trash.

- (a) Normal trash collection is on Monday (Tuesday, if Monday falls on a holiday). Residents are not to place trash out for collection before 6:00 p.m. prior to collection day and receptacles must be brought in no later than midnight the day of collection.
- (b) **Trash receptacles are to be stored in your garage whenever possible.** Stored trash receptacles must not be in public view from the street, neighboring Lots or from Common Areas. If they are stored outside, the location must have ACC approval and be completely screened with evergreen landscaping.

Section 3.05 Special Events. Homeowner parties and events shall be conducted in accordance with all local ordinances and respect for your neighbors' rights and property.

- (a) Special event tents may be erected, equipment dropped off, and signage placed the day before the event and must be removed, along with any litter, within 24 hours after the event.
- (b) Advise guests and service providers of the location of the fire lanes and where to park to avoid ticketing by Northville Township Police.
- (c) Be aware that sounds from lakefront backyards are amplified and to keep noise levels down. Noise violations are to be reported to Northville Township Police.

Section 3.06 Holiday Lights and Decorations.

- (i) Homeowner may temporarily install holiday lights and decorations on their Lot provided they are promptly removed following the holiday.
- (ii) Winter holiday lights may be installed the Monday before Thanksgiving until January 15th of the new year.
- (iii) Decorations that create a nuisance, such as blue light emissions (CCT >3,000k) and strobing lights, are prohibited.

Article IV. Use of Common Areas

Residents shall have a right to use the Common Areas, including lakes, for their intended purposes. Homeowners must accompany, and be responsible for guests while using the Common Areas.

Section 4.01 Availability for Use. Use of any of the Common Areas may be limited to such times and conditions as may be imposed by the BOD.

- (a) Parks are open from dawn to dusk. Cameras installed in Shorebrook Park near the bridge area monitor

for large gatherings (potential recreational trespassers).

- (b) Pedestrian paths are not serviced for winter conditions (snow and ice). Use at your own risk.
- (c) Private beach does not have a lifeguard on duty. Swimming is at your own risk and children 15 or under should be supervised by an adult.
- (d) Boat launch ramps are available for all residents to enjoy the lakes. If you boat on a lake for which you do not live, the boat must be removed and stored in your garage (or offsite) when not in use. Boat launch ramps for Parkshore, Teal and Stoneridge Lakes will be open in the spring between May 1 through May 31 to launch boats for the summer. In the fall, the ramps will be open from October 1 through October 31 to remove boats for the winter. A fee of \$100 must be prepaid and a date scheduled in advance with the Property Manager to open a ramp at any other time of the year.

Section 4.02 Boat Usage. Gasoline powered engines are not allowed on any of our lakes. Electric motors of 3 HP or less are allowed on Parkshore, Teal, and Stoneridge Lakes. Spring Hill Lake, Heather Lake and Mystic Lake are limited to non-motorized watercraft, such as paddle boats and kayaks. These restrictions do not apply to the Association's service provider watercraft used for lake treatment and fountain maintenance.

- (a) **Do not launch a boat that was used in another lake unless it has been treated and free of aquatic organisms and plants.** To do this, drain all ballast tanks and clean and dry all boat and equipment for 5 days before launching the boat.
- (b) Boats and riders shall avoid any contact with lake fountains and their cables. If a boat anchor accidentally gets caught in a cable line, do not try to remove it on your own. Immediately call the Property Manager to arrange assistance for your safe removal.

Section 4.03 Duty of Care. Each Member shall use due care to avoid damaging, removing, or altering any of the Common Areas or easements. Nor shall members install new plantings, structural elements, or amenities in these areas. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage or misuse of the Common Areas. Some of the strictly prohibited activities include:

- (a) Climbing, jumping from, or interfering with lake fountains or waterfalls.
- (b) Damaging boat ramps or their gates.
- (c) Removing warning or trespass signs.
- (d) Placing personal bridges, or other things, that impact the creek's shoreline or water flow. This also may be a violation of Michigan Department of Environment, Great Lakes, and Energy (EGLE) regulations, which can have severe penalties.
- (e) Building bonfires.

Section 4.04 Fishing. Residents and their guests may fish by "catch and release" only. The State of Michigan does not require a fishing license for residents' activity on our private lakes. However, fishing in the creek (public waterway) does require a fishing license.

- (a) Dispose of fishing line, hooks and unused bait in your household trash.
- (b) Do not cast your fishing line near people or water fowl.

Section 4.05 Guests vs. Trespassers. Homeowners are responsible for the actions of their family, guests, agents and invitees. While occupying the Common Areas, guests must be accompanied by their host at all times. Homeowners should not approach any suspected recreational trespassers, especially in the Shorebrook Park bridge area. To keep our parks safe, report suspected “recreational trespassing” to Northville Police Department and ask that any violators be ticketed. You will be required to give your name so that law enforcement can legally enter our private park and investigate any potential crimes.

Section 4.06 Pedestrian Paths. Motorized vehicles, including snowmobiles, golf carts, electric bikes, scooters and hoverboards, are prohibited on all paths, trails and Common Areas. Exceptions are made for persons with disabilities who use a personal motorized wheelchair or scooter and the Association’s maintenance service vehicles. Pedestrians always have the right of way.

Section 4.07 Personal Property and Storage. No bicycles, boats, recreational equipment, chairs, toys, trash outside of a receptacle, or any other personal property may be left unattended on or about the Common Areas. The Common Areas shall not be used for storage of personal property of any kind.

Article V. Violations and Fines

From time to time, it is appropriate for the Property Manager or the BOD to initiate a Notice of Violation to a Homeowner for non-compliance with the Governing Documents, including the Rules, and for the BOD to assess fines for said violations. All Homeowners in the Subdivision have been notified of the restrictions contained in the Declaration and these Rules. These documents are readily available on the Stonewater Homeowners Association website (stonewatersub.org) or from the Property Manager.

Section 5.01 General Provisions.

- (a) The violation by any Homeowner, occupant, or guest in the Subdivision of any of the provisions of the Governing Documents, including any of these Rules, shall be grounds for assessment by the Association, acting through the BOD, of monetary fines against the Homeowner. The Homeowner shall be deemed responsible for such violation whether it occurs as a result of their personal actions or the actions of their family, guests, tenants, or any other person admitted by the Homeowner to the Subdivision.
- (b) All Notices of Violations (“Notices”) shall include a description of the factual nature of the alleged offense and reference the corresponding provision of the Governing Documents. All Notices and other correspondence regarding violations and fines shall be sent via personal delivery or first-class mail, postage prepaid to the Homeowner at their Lot address or to such other address as provided in writing to the Association by the Homeowner. Notices and correspondence regarding violations and fines may also be sent via email to the Homeowner, if such Homeowner provided their email address for these purposes.
- (c) Notice of a Repeat Violation, as defined in Section 5.03 below, may be sent to the Homeowner every thirty (30) days, or as often as determined by the BOD.
- (d) Notices of alleged violations which are not ultimately upheld by the BOD will remain on file for continuity of policy and historical purposes, but shall not be counted in the fine schedule or for the purpose of imposing any subsequent fines upon the Homeowner.

Section 5.02 Procedures. The first correspondence regarding a violation may be a Warning (Courtesy) notification and provide the Homeowner an opportunity to correct the alleged violation within a specified time period from the date of the notification. Failure to correct the alleged violation within the specified time period may result in further action by the BOD, including additional Notices and corresponding fines.

If a Violation Notice is issued, a Homeowner has the following options:

- (a) Accept responsibility and pay the fine (if any).
- (b) Request a hearing before the Board to offer evidence in defense of the alleged violation at the Board's next scheduled meeting date (see Stonewatersub.org website Home Page for the next scheduled meeting date).
 - i) If requesting a hearing before the Board, the Homeowner will not be required to appear less than ten (10) days from the date of the notice.
 - ii) If the Homeowner fails to appear for the hearing before the Board after proper notice, the Board may still conduct the hearing.
 - iii) After the hearing, the Board will decide whether a violation has occurred and the **Board's decision is final**. If the Board decides that the Homeowner violated the Governing Documents and assesses a fine, the fine will be due and payable on the first (1st) day of the next following month. The Board will mail a letter to the Homeowner after the hearing, stating its decision. The Board's letter shall include an additional time period for the Homeowner to correct the violation in order to avoid additional Notices and corresponding fines.
- (c) The Homeowner must notify the Property Manager of their choice within ten (10) days using the enclosed Homeowner Response Form (signature is required). **Failure to appear or respond to the Notice in writing constitutes a default. Upon default, the violation and fine cannot be appealed.**
- (d) When the violation has been corrected, the Homeowner must notify the Property Manager in writing and include a photo to document their compliance. If prompt corrective action is not taken, additional escalating fines may be assessed every thirty (30) days in accordance with Section 5.04 below.

Section 5.03 Repeat Violation – Defined; Fine Amounts. For purposes of this Rule, a violation of the same provision of the Governing Documents that is repeated more than once by the same Homeowner shall be known as a “Repeat Violation.” Each violation that the BOD has upheld against a Homeowner involving the same provision of the Governing Documents may be considered by the Board for the purpose of applying escalated fines to the Homeowner’s account for repeated violations, pursuant to and in accordance with the fine schedule set forth in Section 5.04 below and the Declaration.

The number of the violation (i.e., first, second, etc.) is determined with respect to the number of times that a Homeowner violates the same provision of the Governing Documents for as long as that Homeowner is an owner of a Lot in the Subdivision and is not based upon time.

Section 5.04 **Fine Amounts.** Upon a determination that a violation of any of the provisions of the Governing Documents has occurred, a \$100 fine will be levied on the Homeowner's account for the first violation. If prompt corrective action is not taken, the following additional escalating fines may be levied every thirty (30) days:

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|--------------------------------------|-----------------|
| (a) First Violation | \$100.00 fine |
| (b) Second Violation | \$250.00 fine |
| (c) Third Violation | \$500.00 fine |
| (d) Fourth and Subsequent Violations | \$1,000.00 fine |

The fines levied shall be assessed against the Homeowner and due and payable on the first (1st) day of the following month. The fines shall become a lien against the Lot involved. Failure to pay the fine will subject the Homeowner to all liabilities, late charges and other remedies, including foreclosure, set forth in the Declaration.

Section 5.05 Other Remedies. Failure to promptly comply shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure, or any combination thereof, and such relief may be sought by the Association. In any proceeding arising because of an alleged default by a Homeowner, the Association shall be entitled to recover all costs incurred as a result of the default and the actual attorneys' fees (not limited to statutory fees) incurred by the Association as a result of the default. Costs and attorney fees incurred before initiation of a lawsuit may also be recovered. **The violation shall also give the Association, or its duly authorized agents, the right to enter upon the Lot and summarily remove and abate, at the expense of the Homeowner in violation,** any structure, thing or condition existing or maintained contrary to the provisions of the Governing Documents, including any of these Rules. The Association shall have no liability to any Homeowner arising out of the exercise of its removal and abatement power.

Section 5.06 Reporting an Alleged Violation

- (a) Notices may be issued to a Homeowner for any alleged violation that comes to the attention of the BOD. Homeowners **who desire to report a violation are requested to submit a written complaint to the Association's Property Manager.** The complaint should include all information that might be relevant to the violation, including (but not necessarily limited to) an adequate description of the nature of the alleged violation, specific dates, times, names, addresses, the location where the alleged violation occurred, and pictures, as well as any other pertinent details.
- (b) The name, Lot number, address, and telephone number of the Homeowner alleging a violation must be included in their written complaint to the Property Manager. **Notices sent by the Association to the alleged violator will not cite the name of the complainant;** however, the complainant may be requested to provide a witness account to the Board in a private hearing.