

# HILLTOP COLONY

## HILLTOP COLONY HOMEOWNERS ASSOCIATION

# RULES AND REGULATIONS

Adopted by the Board of Directors  
Revised: November/2001

HILLTOP COLONY HOMEOWNERS ASSOCIATION  
RULES & REGULATIONS  
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## PURPOSE

The Rules & Regulations on the following pages were established by the Board of Directors in conjunction with the CC&R's and By Laws as a guideline to help oversee the use of the Common Area by Hilltop Colony Homeowners Association, and to encourage standards of personal conduct for all members of the Association.

We wish your experience as a homeowner or resident to be a positive one. Most individuals cooperate in this effort, however, not all will. In those cases, the Association will send a friendly reminder to request cooperation in adhering to these Rules & Regulations. If that effort fails, the Board will pursue compliance through the procedures outlined herein, for the protection and benefit of the membership and the community as a whole. (In those cases, the association using the guidelines outline in the rules and regulation, CC&R and the By-Laws, the Rules and Regulation Committee and the Board Members will enforce these procedures outline herein for the protection and benefit of the membership and the community as a whole. (In those cases, the Rules and Regulations Committee and the Board Members will enforce these procedures as noted in the governing documents and rules & regulations. This is done for the protection and benefit of the membership and the community as a whole).

These Rules & Regulations are intended to interpret, implement and augment the Associations' Covenants, Conditions & Restrictions (CC&R's), and are not intended to violate or supersede them in any way. These Rules & Regulations have been approved by the Board of Directors of Hilltop Colony Homeowners Association, and compliance with them is deemed by the Board to be in the best interest of and for the benefit of the Association and all its' members.

Please note that the "Rules & Regulations" are subject to change by the Board of Directors at any time.

### UNIT USE:

1. Each Unit shall be used solely as a private residential dwelling and for no other purpose.
2. An Owner may rent a Unit for residential purposes provided:
  - a) There is a written agreement; (a copy of the agreement is given to the Homeowner Association)
  - b) The rental term is longer than thirty (30) days; and
  - c) The lease states it is subject to all the provisions of the Governing Documents.
3. Occupations and businesses that do not interfere with the residential nature or character of the Property or quiet enjoyment by other Owners may be carried on within a Unit, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no external evidence of any such occupation, such as an unreasonable increase in visitors.

### BALCONY / PATIO USE:

1. Owner must maintain their patio, balcony or deck in a clean and sanitary condition. Cleaning of the balconies and the patio's are only to be cleaned between the hours of 8:00 am to 8:00 pm. Dry or damp mopping is allowed.
2. Owner may furnish their patio, balcony or deck with outdoor furniture for reasonable family use and, in keeping with the aesthetics of the Property. (I.E. No couches, household furniture, appliances, etc.)
3. Owner may not place or store unsightly objects, or noncustomary outdoor furniture on their patio, balcony or deck or any portion of the Common Area, including garages, hallways and lobbies, that can be seen by the public or other Owners from their Units, patios, balconies, or the Common Area.
4. Nothing may be hung from or draped over any balcony or deck railing, and hanging of any clothing, rugs, bedding, towels, etc. from any location in the property is prohibited.
5. No plants may be placed on balcony railings and all hanging plants must be securely fastened. Plants must have appropriate watering dishes containers.
6. Only propane grills are allowed on balconies and patios. Bar-B-Q hours are from 8:00 am till 10:00 pm. The use of charcoal grills is a fire hazard and is prohibited on the patios and balconies.
7. Due to the increased cost of maintenance and repairs due to the moving in and out of our buildings, a fee of \$100.00 is being charged to the unit owner who owns the unit when a change in residents occurs.

## EXCLUSIVE COMMON AREA USE:

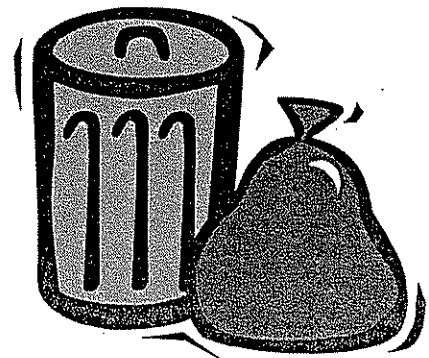
1. No Homeowner, Occupant or Guest may cause damage to the Common Area, including damage to the common area landscape caused by walking through planted areas or pulling, trimming, or uprooting of any planted material.
2. Yard sales or other similar commercial ventures are prohibited in the Common Area.
3. No washing of vehicles, vehicle maintenance, painting of vehicles, or any bodywork of any kind on a vehicle may be conducted on the property.
4. No person shall be permitted on the rooftop.
5. There shall be no running, recreational activities, bike riding, skateboard or other inappropriate activity in the Common Areas that are not designed for that purpose. This is including hallways, stairways, elevators, lobby areas, driveway and garage areas.
6. No skateboarding, roller blading, roller-skating or bicycling is permitted on the walkways, rooftops, garage areas, or any interior Common Area within the Property.
7. Store shopping carts are not to be brought onto or left in the Common Area. Personal carts are not to be stored on balconies, patios, decks, hallways, or other Common Area.
8. All Common Area doors are to remained locked at all times and shall not be propped open for personal convenience.
9. The elevators are to be allowed to operate freely and are not to be held for personal convenience.
10. No solicitation is allowed. No materials may be distributed on the doors or vehicles on the property.
11. Damage to the property, including Common Areas outside and inside the building, recreation room, or pool area by homeowners, guests, renters, or occupants, will result in a corrective assessment being levied against the Unit of the offending party and/or a reimbursement assesement for the cost of all repairs.

## NUISANCES: (letter first warning)

1. Illegal, offensive, obnoxious actions, or noxious odors that interfere with any Occupant's quiet enjoyment, or that may impair the structural integrity of any building, are not permitted anywhere on the property.
2. An Occupant may not cause the level of noise or sound from the Unit to interfere with the quiet enjoyment of an Occupant of another Unit, such as loud music or television, shouting, slamming of doors, use of heavy appliances or tools, or other such actions. Quiet hours will be from 10:00 pm till 8:00 am.
3. The Board shall have the right to determine if any action, odor, noise or other conduct constitutes a nuisance, and has the right to appropriately deal with the situation.
4. No rugs or other materials or items may be cleaned from windows, balconies, decks or patios by shaking or beating.
5. Plants located on a balcony or patio must be kept in containers that are capable of holding water, so as to avoid overflow onto common area or another resident's patio.

## DEBRIS, TRASH AND REFUSE:

1. Trash and refuse must be enclosed and sealed in plastic garbage bags and placed in garbage chutes or garage bins. No garbage shall be store outside of a unit, garbage chutes, and garbage room or outside of garbage bins.
2. Over-sized objects are not to be placed into the trash chutes (i.e., cardboard boxes, over-sized bags, etc.). Large items such as these should be placed directly into the trash bins in the trash rooms.
3. Occupants shall not place hot objects or other material that may be flammable into the trash chutes or trash bins. Absolutely no trash should be left in the entry areas, patios or hallways.
4. Absolutely no appliances, furniture or any oversized items may be placed in trash chute rooms, trash bins rooms or garages. Residents must have items picked up at resident's own expense.



## **SIGNS:**

1. Only signs advertising a Unit for sale or for lease shall be permitted to be placed on the inside of the window of a Unit, limited to no more than two (2) per Unit. Signs shall not be installed in the Common Area or attached to any building or balcony exterior.
2. There shall be no posting of any signs, advertising, or other notices in the Common Area, including lobby, stairway, and garage areas, elevators, hallways, or trash rooms, without consent of the Board of Directors. No posting of any signs, advertisements, etc. may be placed on the units or balconies.
3. Notices may only be posted in glass bulletin boards provided and must be approved by the Board of Directors. Sign size shall be on 3" x 5" card.
4. Real estate signs shall be placed only in designated areas and board approval must be received before placing sign.

## **SAFETY: (Automatic Fines)**

1. The possession and/or use of fireworks or explosives is prohibited anywhere within the Property.
2. Barbecues are permitted in Barbecue pit area only. There shall be no barbecuing in the pool area or stairways. No charcoal barbecuing on balconies or patios.
3. Dumping of noxious, dangerous, flammable, toxic or explosive materials within a Unit, storage unit, garage area, parking area, recycling area or Common Area is strictly prohibited.
4. There shall be no dumping of toxic or flammable materials such as oil, gasoline, paint, flammable rags, etc. in trash bins or recycling areas.

## **PETS: (Guards or management will issue citation)**

1. A maximum of two (2) ordinary household pets (such as domestic dogs, cats, birds) may be kept, provided they are not kept, bred, or raised for commercial purposes and they are kept under reasonable control at all times.
2. Animals that bother or annoy other Occupants (i.e., excessively barking dogs) may not be kept on the Property or in a Unit.
3. Animals entering the Common Areas must always be on a leash, which is held by a person capable of controlling it, and pets are not to be left in the Common Area unattended.

## **PETS:** (con't)

4. Occupants must prevent their pets from soiling the Common Areas and are solely responsible for cleaning up after their pets and any costs incurred for cleaning or repairing.
5. Pets are not to be kept on balconies or patios. No keeping of litter boxes for pets on balconies or patios. Pet owners must keep patios and balconies clean. No sweeping or washing of mess from balcony or patio to common area.
6. Fish and other aquatic life may be kept in an aquarium, provided they are not kept for commercial purposes, and the aquarium is not so large as to cause water damage to the building if the aquarium leaks.
7. All dogs must be licensed by the Department of Animal Regulations of the City of Los Angeles, and all animals must wear official tags securely fastened to a collar and harness at all times.
8. Pets shall not be allowed in the garden, playground or the pool area at any time.
9. No pet or animal shall be permitted to remain on the property if it is determined that the animal poses a threat to safety, life or property.
10. Bathing or cleaning of any animal shall not be done on the balcony, patio or Common Area. (Only done within the Unit of the pet owner).
11. Pets may not be tethered to any object in the Common Area.

## **WINDOW COVERINGS:**

1. Owners must install appropriate window coverings within six (6) months of the close of escrow of their Unit.
2. The following are prohibited as window coverings: Tinting, Foil, Newspaper, Cardboard, Blankets, Sheets, or Paper.
3. Homeowners must maintain their screens in good condition. No torn or weathered screens will be tolerated.

## **EXTERIOR ALTERATIONS:**

1. Owners may not paint, alter, remodel or enclose any patio, balcony or deck without prior written approval of the Board of Directors.
2. Any exterior alteration, change to the exterior of a Unit or any interior alteration or improvement, which affects the structural integrity of the unit or increases noise between units, must first be approved in writing by the Board of Directors or Architectural Committee. Please allow 45-60 days for Board review and response.



## EXTERIOR ALTERATIONS: (con't)

3. An Owner may not make any improvement, which impairs the structural integrity or mechanical systems, or lessens the structural support of any portion of the Property.
4. The installation of satellite dishes is allowed within balconies and patios only (Not attached to the building). No satellite dishes or antenna will be allowed on rooftops or attached to common area unless with written permission of the board and architectural committee). All work shall be done by a licensed and bonded installation company and after approval by the architectural committee. Owner shall sign an acknowledgment that they will be responsible for any damage to common area due to installation of equipment involved with installation of dish.
5. No Owner, renters, or occupant may make an alteration or improvement that encroaches onto any portion of the Common Area.

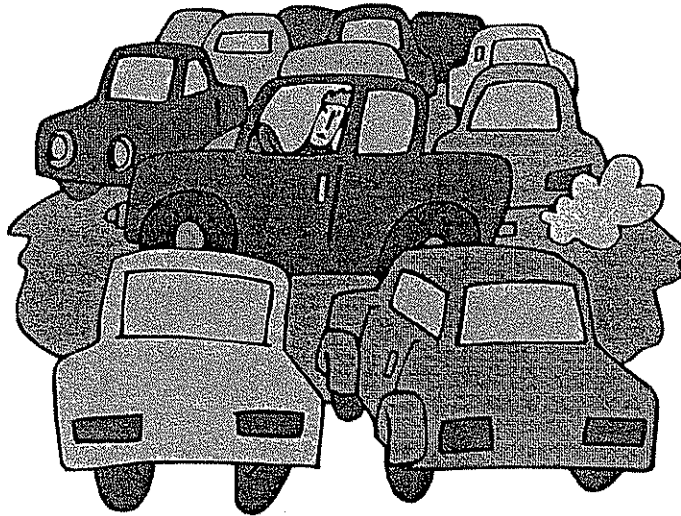
## PARKING / GARAGE USE:

All violators are subject to tow away at vehicle owner's expense. All vehicles must be registered to an address within Hilltop Colony Homeowners Association.. Non-compliance may result in tow away and or fines to the unit owner of vehicle.

1. All Occupants must park in their assigned spaces only.
2. Guest Parking spaces are for guest parking only, and not for Homeowner or Resident parking.
3. Double-parking is prohibited.
4. Owners and residents are responsible for informing their guests and invitees of the parking regulations and restrictions. All guest parking is in building number one, lower, middle and upper garages. No guest parking will be allowed in buildings two (2) and three (3) garages.
5. All guests must sign in with security.
6. Any guest visiting for longer than two (2) days must obtain a Guest Parking Permit from Management or Security Guard. Then such Permit must be prominently displayed on the vehicle dashboard. Only written requests containing guest's name, vehicle make, model and license number, and duration of stay, will be considered.
7. All regulations, directional arrows, painted curbs and signs shall be observed by all persons and vehicles using the parking facilities, roads, and pedestrian ways within the Property.
8. No vehicle maintenance, repair or bodywork (including painting) shall be conducted anywhere within the Property.

## PARKING / GARAGE USE: (con't)

9. Owner is responsible for maintenance of parking space(s) and must keep them in a clean and sanitary manner, free of oil, dirt, and other trash or debris.
10. There shall be no storage of any kind in the garages.
11. Any parking of inoperable vehicles, recreational vehicles such as campers, motor homes, boats, and trailers in the Property is prohibited. All vehicles must have current licensing and registration visible.
12. Guests or homeowners may not park in the driveway or fire lane area. This is in violation of City fire code.
13. Inoperable vehicles in shall not be kept on the property.



## RECREATION ROOM USE

Set Up Hours: 8:00 A.M. – 10:00A.M.

Use Hours: 10:00 A.M. – 10:00 P.M.

Clean-up Hours: 10:00 P.M. - 11:00 P.M. Daily

At least 1-week advance reservation for the use of the Recreation Room is required. A refundable deposit of \$100.00 is required and a \$25.00 fee will be charged for each use. Any cleaning left undone or any damage to the recreation room will be deducted from deposit and a reimbursement assessment will be levied against the unit of the party.

1. No excessive noise, including loud music and yelling is allowed. Doors must be kept closed at all times.
2. No gambling or illegal activities allowed.
3. No wet bathing suits or towels are allowed in the recreation room.
4. Turn off all lights, and air conditioning / heating unit before leaving. Be sure all windows and doors leading outside are closed and locked.
5. While climatic control system is in use, all doors and windows must remain closed.
6. Staples or nails should not be used to attach decorations to the wall. If tape is used, it should be done carefully to avoid damage.
7. Be sure recreation room is left cleaned, all trash is picked up, no food or items are left in the microwave, refrigerator, or cabinets. Any items left behind will be thrown away. Neither the Board nor Management will be responsible for any lost or stolen items.
8. Homeowners must be responsible for their guests. There shall be no running through the halls or other disruptive activity. Guests must use the restroom facilities in the Recreation Room or the homeowner's unit only. Fine will be assessed for unruly behavior or public urination.

**BY RESERVING THE RECREATION ROOM, YOU AGREE TO FOLLOW ALL RULES AND AGREE TO TAKE RESPONSIBILITY FOR YOUR GUEST'S ACTIONS AND PAY FOR ANY DAMAGE AND THE CLEANING OF THE RECREATION ROOM. NOT FOLLOWING ANY OF THE ABOVE RULES /REGULATION WILL RESULTS IN FINES AND / OR LOSS OF ALL COMMON AREA PRIVILEGES FOR YOU AND YOUR GUEST. THANK YOU FOR YOUR COOPERATION AND UNDERSTANDING TO HELP MAKE HILLTOP COLONY A SAFE AND PLEASANT ENVIRONMENT FOR EVERYONE.**

# HILLTOP COLONY HOMEOWNERS ASSOCIATION RECREATION ROOM RENTAL AGREEMENT

Name of Owner of Record: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home (     ) \_\_\_\_\_ Work (     ) \_\_\_\_\_

Type of Function: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Time of Function: \_\_\_\_\_

## Reservation Deposits:

With at least one-week notice, the exclusive use of the Recreation Room is for personal, private or family social functions and not for other outside group type activities. Along with the Rental Agreement, the homeowner must sign and present two **cashiers check, money order or personal check** made payable to **Hilltop Colony**. First check is a **\$100.00** refundable security deposit fee. In addition, a separate check in the amount of **\$25** rental fee made payable to **Hilltop Colony** for the use of the Recreation Room.

The security deposit will be returned within five (5) business days from the date of the function and a satisfactory inspection of the Recreation Room.

The Recreation Room will be inspected for cleanliness, damage and compliance to all Hilltop Colony Homeowners Association rules. Any damage, will result in forfeiture of the security deposit and or additional charges added to the homeowners monthly dues account.

The Owner of Record shall make a separate appointment with the Board of Directors or their designee for a walk through inspection of the Recreation Room to record any damage existing prior to this function.

# HILLTOP COLONY HOMEOWNERS ASSOCIATION RECREATION ROOM RENTAL AGREEMENT

The undersigned resident of record understands and agrees to the following:

1. You will be solely responsible for any damage done by you or your guests. You will be required to pay for any damage in excess of the \$100.00 deposit, as noted in the Recreation Room Rules and Regulations.
2. To compensate Hilltop Colony Homeowners Association and hold Hilltop Colony harmless and free from any liability for any personal injury, personal property damage or loss sustained by the homeowner or any of the guests.
3. That permission to use the Recreation Room does not include the use of the pool or spa. Swimming parties are not allowed.
4. That guests will be limited to (not to exceed) 30 persons. No guest parking will be allowed in the community.
5. That the event will be concluded by the time noted above on this Rental Agreement. If event goes pass time agreed on above, an additional charge and or fine will be charged to unit owner of unit that had event.
6. The owner must supply a specific guest list to the guard gate forty-eight (48) hours prior to the scheduled event. Only those individuals on the list will be permitted access to the Recreation Room. An amended list may be provided to the guard no later than twelve (12) hours prior to the event.
7. The owner of record is to be present throughout the entire function and comply with any request to control noises or any disturbance. No bands are allowed. DJ is allowed, but music must be kept to a reasonable level.
8. Any check returned check would result in an assessment of \$25.00 fee to the monthly dues. Until returned checks issues are resolved, the homeowner / unit may not use common use areas such as recreation room, play ground, pool, etc. Homeowner from that time on may use only cashier check or money order for amenity reservation or use.

THE UNDERSIGNED has received a copy of this agreement and a copy of the Recreation Room Rules and Regulations. I have read all the provisions and terms and agree to abide by this agreement and the CC&R's and Rules and Regulations. Please refer to the separate Rules for the Recreation Room.

Signature of Owner of Record

Date

Approved by

Title

Date

Revised 11/2001

**POOL USE RULES**  
**POOL HOURS 8:00 AM - 9:00 PM**  
**POOL AREA WILL BE LOCKED UP**

1. There is no lifeguard on duty in the pool area. Anyone using the swimming facilities does so at his/her own risk.
2. Emergency devices are not toys and are to be used for emergencies only!
3. The pool areas are locked BY LAW and shall remain locked at all times. Keys and pool passes are distributed only to owners. Duplicate keys for the replacement of lost keys shall be provided at the homeowner's expense. Renters must obtain their keys from homeowner of the unit they occupy.
4. Access to the pool area is through the gate only. No climbing over gate, fences, or walls.
5. Quiet hours at the pool and spa area will be enforced from 9:00 p.m. to 8:00 a.m. daily.
6. Persons under the age of 17 must be accompanied by an adult 18 years of age or older while in swimming area. **No person under the age of 18 may act as supervising adult.**
7. No persons under the age of 17 may use the spa at any time, unless supervised by an adult of at least 18 years of age.
8. No pets are allowed in pool area.
9. No glass containers or food of any kind are allowed in pool area.
10. The pool and spa areas are primarily for the use of residents. Residents may invite a **MAXIMUM OF TWO GUESTS PER UNIT. RESIDENTS (Adult 18 years of age) MUST ALWAYS ACCOMPANY THEIR GUESTS** in the pool area and are responsible for the conduct of their guest(s).
11. No toys (e.g. rafts, balls, Frisbees, etc.) are allowed in the pool area at any time.
12. Diving, jumping, horse playing or throwing anyone in to the pool is **NOT** permitted at any time.
13. Portable radios, TV's and other sound making devices **MAY ONLY** be used with earphones or headset. Connecting such devices to a common area power source is prohibited.
14. No excessive noise allowed. Please remember that this behavior disturbs owners/tenants/occupants situated around the pool area.
15. No one, except a person designated specifically by the Board of Directors, is to operate the pool maintenance equipment, adjust any valves, temperature setting or enter the pool maintenance room at any time.
16. Lounge chairs, tables, umbrella, pool furniture shall remain in the pool area at all times. Any damage to the pool furniture or to any other equipment in the pool area by owners, renters or their guests will result in a corrective assessment being levied against the Unit of the offending party. Furniture shall not be used as toys.
17. Throwing rocks, food, debris, trash or furniture of any kind into the pool or spa is prohibited.
18. Bathing suits are required at all times. No changing into bathing suits or street clothes in the pool area.
19. Users of the pool are responsible for the removal of all articles brought into the area including, but not limited to towels, newspapers, and magazines. All garbage and trash is to be put in the waste receptacles before leaving the pool area.
20. Wearing diapers in the pool is prohibited.
21. Hair pins and other such articles shall be removed before entering the pool unless a bathing cap is worn.
22. Barbecuing and other flammable materials are prohibited at any times in the common areas including pool area and recreation areas. Barbecuing is allowed in designated areas only.
23. Please dry off before entering the buildings.

By entering the pool areas, you agree to obey these Rules and Regulations. Thank you for your cooperation and understanding in helping to keep a safe and pleasant environment for all homeowners, renters, and guests.

Revised 11/2001

## DEFINITIONS:

Common Area(s) - The entire Property (including structures, land and improvements) other than the separate in space called Units described in the CC&R's and the Condominium Plan, and shall consist of two types, defined as follows:

(a) Community Common Area - the real Property with the exception of the Units.

(b) Exclusive Use Common Area - those portions of the Common Area designated by the CC&R's or Condominium Plan or by law for the exclusive or restricted use by the Owners or particular designated Units.

Occupant - An owner, resident, guest, invitees tenant, leases, subleases, or other person in possession of a Unit.

Owner or Owners - The person, persons or legal entity holding a fee simple interest in a Unit.

Property - The real Property described in the CC&R's and the Condominium Plan, which is divided into Condominiums, including the Common Area and the Units therein.

Unit - The elements of a Condominium not owned in common with other Owners.

## GENERAL INFORMATION:

**ASSESSMENTS:** All Assessments are due on the first day of each month, and are considered past due if not received by the 15<sup>th</sup> of the month. The Delinquent Assessment Collection Policy will be strictly enforced. In addition, an Owner's voting privileges may be suspended for non-payment of Assessments.

**FISCAL YEAR:** The fiscal year of the Association is January 1<sup>st</sup> through December 31<sup>st</sup>.

**ANNUAL MEMBERSHIP MEETING:** The Annual Membership Meeting is held annually each February.

## GENERAL INFORMATION (con't)

**INSURANCE:** The Association maintains the following types of insurance, as required by the CC&R's:

Fire Insurance for 100% of the full value of all improvements on the Property, including the Condominiums and Common Areas.

Coverage for replacement costs of damage to the Common Areas that arises out of vandalism or malicious mischief.

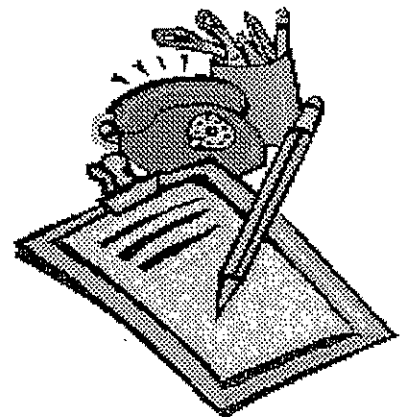
Comprehensive public liability insurance that covers the Association, Board, Managing Agent, Owners, Occupants and any other agents or employees incident to the ownership or use of Common Areas against physical injury, death and property damage arising out of a single occurrence.

A Fidelity Bond that insures the Association for the estimated maximum amount of funds that could be affected by the dishonest act of any person who handles funds for the Owners' benefit.

The Association does not carry insurance coverage for the interior of any Units, or for any personal property within said Units, or for loss of use or loss of rents caused by an unlivable condition within the Unit. Owners and/or renters are encouraged to seek professional advice to determine the type and amount of insurance needed for the protection of their personal Unit and property.

## IMPORTANT PHONE NUMBERS:

GUARDHOUSE	(213) 221-1691
LORDON MANAGEMENT	(800) 729-5673





# HILLTOP COLONY HOMEOWNERS ASSOCIATION

## ENFORCEMENT & FINE POLICY:

Upon notification or observation of a violation of the restrictions as set forth in the Declaration of Restrictions, Management will send out a notice of violation citing the actual violation and provide five (5) working days in which to correct the violation.

Upon second notification or observation of the continued violation following the expiration of the time period allotted, Management will send out a second Notice of Non-Compliance. Upon third notification or observation following the expiration of the time period allotted, Management will send out a Notice of Hearing. This letter is to be sent via certified, return-receipt requested.

A hearing will be held for the purpose of providing the homeowner an opportunity to explain the reasons for the continued non-compliance.

The Rules and Regulation Committee will make a decision, following the hearing, as to what action is to be taken in order to gain compliance or what punitive penalties will be assessed. They will notify said owner within fifteen (15) business days of the date of the hearing. **Continuous non-compliance of same rule will result in additional fines, doubling the previous one, however never exceeding \$200.00 per violation.** This letter will be sent via certified mail, return-receipt requested.

**Failure to attend a hearing and/or failure to correct the violation will result in an automatic noncompliance assessment of \$50.00 and additional fines if any.**

**If the homeowner fails to comply within the stated time period, the non-compliance assessments will be assessed to the owner's account monthly, for each violation.**

At any time during this procedure, the Board of Directors may determine that it is in the best interest of the Association to expedite enforcement action and may choose to take legal action or to cause the violation to be corrected at its expense and assess the account of the owner for reimbursement for said correction.

If no compliance is gained, the Board of Directors may seek legal action against the owner.