

**RULES & REGULATIONS,
ENFORCEMENT PROCEDURES,
& FINE SCHEDULE**

**HERITAGE AT DEER CREEK
OWNERS ASSOCIATION**

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1. INTRODUCTION

Pursuant to RCW 64.34.304(1)(a) and Declaration Section 13.4.1, the board of directors has the authority to adopt rules and regulations to govern Phases I and II of the Heritage at Deer Creek Condominium (the “Property”). The purpose of the rules is to promote the safety and general welfare of all residents and their individual right to quiet use and enjoyment of their units.

The rules do not replace the Declaration nor can they conflict with the Declaration. In certain instances, the rule restates a Declaration provision for emphasis. The rules are applicable to all residents, including renters, guests, and visitors.

2. SAFETY AND SECURITY

- 2.1 For fire evacuation purposes, in the condominium buildings, nothing except a doormat may be placed or installed in the hallways, on the stairs, in stairwells, under the stairs, on catwalks or on any areas contiguous with these. While this rule does not apply to decks or townhome entrance patios, townhome owners are encouraged to keep their entrance patios clear enough to allow egress and ingress for emergency personnel.
- 2.2 No object may be placed on any railing along a walkway in a manner that could allow the object to fall.
- 2.3 Recreational activity in the paved common elements is prohibited. This includes but is not limited to, the use of bicycles, tricycles, skateboards, and skates.
- 2.4 Use of **ALL** fireworks is prohibited on the Property. This includes but, is not limited to, sparklers, “safe-and-sane” items like smoke bombs and “snappers.”
- 2.5 The speed limit is 10 mph on the Property. Operating vehicles in an unreasonable or unsafe manner is prohibited.
- 2.6 Owners shall not permit any Hazardous Substance (as defined by Declaration Section 10.13) to be generated, processed, stored, transported, handled or disposed of on, under, in or through the owner’s unit or the Property. A violation of this rule may result in a duty to indemnify, defend, and hold the Association harmless as provided in Declaration Section 10.13.
 - 2.6.1 The use of liquid starter fluids to create or enlarge fire in barbeques or other cooking equipment is prohibited in the limited common elements and common elements.
 - 2.6.2 Barbecues or other cooking equipment shall not be used in a location where the resulting heat could damage any building. In addition to the applicable

fine as established by the fine schedule, the fine for violation of this rule may include the cost to repair any damage caused.

- 2.7 Smoking is strictly prohibited on all decks and patios, in all stairwells, and in all other common elements and limited common elements that are within 25 feet of any building door, window, or ventilation intakes. For purposes of this rule, the term “smoking” means carrying and use of any kind of lighted pipe, cigar, cigarette, or other equipment used to burn and/or ingest substances.

3. TRASH AND RECYCLING

- 3.1 Littering is prohibited. “Littering” includes disposing of unwanted mail or other trash in the mail area, and disposing of cigarette butts on the ground.
- 3.2 Trash and garbage must be removed from the unit and deposited in the proper receptacle. Collectors will not pick up items not placed in the proper container, which requires the Association to have the items hauled away as a common expense to all owners. Dumpsters must be able to fully close or Waste Management may refuse to collect, resulting in increased costs to the HOA.
- 3.3 It is prohibited to deposit Hazardous Substances (as defined by Declaration Section 10.13) in any receptacle or otherwise in the trash areas. Trash collectors will not haul away these substances, which results in added common expenses for the Association. If an item is too big to fit in dumpster or recycling bin, the resident must arrange for their own haul away. Items also prohibited include but are not limited to construction materials, flooring, material from resident’s work, appliances, furniture, shelving, sinks, auto parts, etc. (Note: Free waste disposal is available at Snohomish County Hazardous Waste Station located at 3434 McDougall Avenue in Everett. For information, call 425-388-6050. The Snohomish County Recycling & Transfer Station is located at 10700 Minuteman Drive, Everett, WA 98204, which is only a five minute drive from Heritage at Deer Creek.) The fines for violation of this rule are as follows:

1 st violation in a calendar year	\$250.00
2 nd violation in a calendar year	\$350.00
Additional violations in a calendar year	\$500.00

In addition to the foregoing fines, the Association reserves the right to assess any clean-up costs as provided in the Declaration.

- 3.4 Nothing may be left outside of the appropriate dumpster or recycling bin.
- 3.5 No trash may be stored outside the individual unit at any time.
- 3.6 Boxes must be flattened before depositing them in the recycling bin. Failure to do so requires extra pick-ups and additional common expenses for all owners.

- 3.7 Christmas trees may not be deposited in the trash/recycling receptacles or otherwise left in the trash area. (Note: Each year, one or two parking spaces are reserved for disposal of trees at no cost. Notice is posted on the Association's bulletin board.)
- 3.8 In addition to the applicable fine pursuant to the fine schedule, any fine for violating any rule in this Section 3 may also include the Association's increased expense, if any, for removal or clean-up of the item.

4. QUIET USE AND ENJOYMENT

- 4.1 Quiet Enjoyment. No owner shall permit anything to be done or kept in the owner's unit, limited common element, or common elements which would interfere with the right of quiet enjoyment of the other residents in the condominium. In particular, sound systems and loudspeakers shall not be rigidly attached to the party wall with another unit or the ceiling, walls, shelves or cabinets in a unit in a manner that will induce vibrations into the structure of the building.
- 4.2 Offensive Activity. No noxious or offensive activity shall be carried on in any unit, limited common element, or common element, nor shall anything be done therein that may be or become an annoyance or nuisance to other owners. Owners shall not permit any condition to exist that will induce, breed or harbor infectious plant diseases or noxious insects or vermin.
- 4.3 Quiet Hours. Monday-Friday 10:00 pm to 6:30 am and Saturday-Sunday 10:00 pm to 8:00 am are considered quiet hours in which running household appliances is prohibited, including but not limited to vacuum cleaners and dish washers.
- 4.4 Leaking faucets, toilets, and other plumbing fixtures must be repaired promptly. Water in Snohomish County is extremely expensive, in large part due to sewer fees that quadruple the cost of the water alone. Each building has its own water meter and your Association assessments pay for the water.
- 4.5 After providing advance notice to owners and an opportunity to be heard, the Association has the right to enter units and limited common elements in various circumstances under Declaration article 12. Subject to an owner's right to be heard, owners must provide access when requested. The fine for not providing access is \$100.00. In addition, the Association reserves the right to assess any additional costs incurred as a result of an owner's failure to provide access and/or to properly clear furniture as requested to enable the Association to perform its duties.

5. PETS AND ANIMALS

- 5.1 Animal must always be on a leash and under owner's control or carried when in the common elements. No animal may be left unattended in the common or limited common elements.

- 5.2 Animal feces must be picked up immediately and disposed of properly. All feces must be bagged or wrapped before being deposited in a trash receptacle.
- 5.3 Owners are responsible for damage caused by their animals. In addition to the applicable fine as provided by the fine schedule, a fine for violation of this rule may include the cost to repair any damages to the Property. Notwithstanding the foregoing, the Association is not responsible for enforcing any civil or criminal laws.
- 5.4 Except for feeding birds with bird feeders, feeding animals or wildlife in the limited common elements or common elements is prohibited. Bird feeders must be arranged so that no bird feed can fall on the ground. (Note: It is important to keep bird feeders clean to prevent the transmission of disease. It is recommended that residents contact the local Audubon Society for more information.)
- 5.5 Unreasonably frequent or loud barking that can be heard outside the unit is prohibited.

6. USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

6.1 Definitions.

- 6.1.1 Common Elements. Means those portions of the Property other than the units. They are owned by all owners as tenants in common. (See Declaration Article 7.)
- 6.1.2 Limited Common Elements. Means those portions of the common elements that are allocated to certain units for the exclusive use of that unit. These include certain parking spaces, the townhouse driveways, and rear decks and original concrete patios adjacent to the units. (See Declaration Article 8.)
- 6.2 Except as expressly authorized in these rules, alterations of any common element or limited common element without the prior written approval of the board is prohibited. This includes making modifications, pruning, planting or removing any plants or landscaping. Owners wishing to modify any landscaping must submit a detailed design plan, including diagrams, for consideration by the board of directors. No antennas, satellite dishes, etc. may be installed on the exterior of the building.
- 6.3 Washing of vehicles is prohibited. Snohomish County Water Pollution Control Ordinance 98-009, Chapter 7.53, prohibits discharging contaminants to any public drainage facility, natural drainage system, and surface and storm water found in these systems, ground water, or any part of Puget Sound that is within Snohomish County. This includes all soaps, cleansers, waxes, and biodegradable substances,

whether "green" or otherwise. Our storm sewers empty into the wetlands area, where runoff is a serious source of pollution. If the Association is fined as a result of a resident washing his or her vehicle and/or discharging any contaminants in to public drainage, the common expense may be assessed to the unit for the misconduct under Declaration Section 16.5.

6.4 Landscaping.

- 6.4.1 Owners may have personal planters in the common elements only with the advance written permission of the board.
- 6.4.2 Owners may have personal planters in the limited common elements without prior written approval of the board.
- 6.4.3 Any plantings belonging to an owner must be in freestanding planters and are the owner's responsibility to maintain. All planters must be attractive in nature and in reasonably good condition and plants should show evidence of being tended to. If showing neglect, residents may be required to remove the plants and/or planters. The Association is not responsible for damage, death, removal or disposal of any plants that owners are allowed to plant in the common and limited common elements.
- 6.4.4 No planters may be allowed to encroach upon any common pathways or any ingress or egress areas.
- 6.4.5 Temporary nursery pots, plastic buckets, and jugs are prohibited.

6.5 Structures.

- 6.5.1 No plants, containers, or other items may be attached to any fences or buildings. This includes climbing plants.
- 6.5.2 Climbing plants must be maintained on a free-standing trellis and not allowed to climb any fence, building or other structure.

6.6 Invasive Species. Absolutely no invasive species are permitted outside planters. This includes but is not limited to ivy, and bamboo.

6.7 Patios/Decks. Patios and decks may not be used for storage. The only items that are permitted on patios or decks are patio furniture, barbeque grills, and planter pots. All items must be kept in good condition.

7. **RENTING UNITS**

- 7.1 **Prior** to renting a unit, an owner must obtain the Association's approval to rent as outlined in Declaration Subsection 10.2.4.
- 7.2 Pursuant to Declaration Subsection 10.2.16, owners must screen potential tenants at the owner's sole expense.

- 7.2.1 **Prior** to occupancy, the owner shall provide the Association with evidence that proper screening has been done.
- 7.2.2 The tenant screening report shall not be provided to the Association. The owner is solely responsible for evaluating prospective tenants and making a selection.
- 7.3 Registration of New Occupants. All owners must register people who will be new occupants with the Board or Association manager at least 15 days **prior** the date they begin to move-in. As used in this section, the terms “to register” and “registration” shall mean the filing by an owner with the Board or the association manager a written statement setting forth the following information:
- (a) the name(s), telephone numbers, and current street address of the owner of the unit;
 - (b) the unit number, name(s), vehicle make and license and telephone numbers of all occupants of the unit other than the owner.
- 7.4 Updating of Registration Information. All owners shall advise the Board or Association manager of any changes in the registration information within ten (10) days of the change.
- 7.5 Notice of Moving Date. All occupants shall provide the Board with 15 days’ **prior** written notice of the date on which they expect to move into or out of a unit.
- 7.6 Move-In/Move-Out Fees. Owners will be assessed a \$200 fee each time an owner or tenant moves into a unit or moves out of a unit. Payment of both the move-in and move-out fees are due **prior** to the date of move-in.
- 7.7 All leases must be in writing, copies of which must be provided to the Association **prior** to the tenant’s move-in date. The Association shall keep lease agreements on file for its records. The owner must also supply the names and telephone numbers of all occupants of the unit and any other information reasonably required by the board.
- 7.8 Owners must provide tenants with copies of the Declaration, list of board members, name and contact information of the property manager, and these Rules and Regulations, Enforcement Procedures, and Fine Schedule. A signed statement by the tenant acknowledging receipt of these documents must be either included in the rental agreement or submitted separately to the property manager **prior** to the tenant’s move-in date.
- 7.9 All rental agreements shall be in compliance with, are subject to, and shall be deemed to incorporate by reference the Association’s governing documents.

7.10 Timesharing as defined in RCW 64.36 and sub-leasing are prohibited.

8. PARKING

8.1 Parking in fire lanes is prohibited and subject to immediate towing. All areas not clearly marked as parking spaces, with lines and/or numbers, are considered fire lanes, including but not limited to all yellow curbed areas and the area in front of all detached garage units. Notwithstanding the foregoing, the limited common element driveways in front of townhouse unit garages are not considered fire lanes.

8.2 Designated disabled parking spaces require valid disabled ID to be clearly displayed in the vehicle. Vehicles in violation of this rule are subject to towing, at owner's expense.

8.3 Each unit in Building D, E, F, G, I, J, and K (non-townhouse units) is assigned one parking space as a limited common element. Parking in an assigned space without the unit owner's permission to which the space is assigned is prohibited and is *subject to towing at vehicle owner's expense.*

8.4 Spaces marked "Visitor" are available to all on a first-come-first-served basis. Due to the scarcity of the visitor parking spaces, a vehicle may only occupy a space for a maximum of 72 consecutive hours. Vehicles in violation of this rule are subject to towing, at owner's expense. Vacationing residents should notify management or board if their vehicle will be parked in visitor space in their absence and may request a temporary exception to this rule.

8.5 All vehicles parked outside on the Property (i.e., not in garages), whether parked in the visitor or limited common element spaces, must be properly licensed, operable, and not leaking fluids. Any vehicle leaking fluids will be subject to towing, at owner's expense.

8.6 Permitted Vehicles Only. Parking is reserved for operable passenger motor vehicles. Motorcycles are considered passenger vehicles for purposes of the parking rules. Other vehicles may only be parked on the Property as expressly provided herein.

8.6.1 Parking of trailers, boats, and recreational vehicles is prohibited.

8.6.2 Inoperable vehicles are prohibited.

8.6.3 Vehicles that do not display current tabs are prohibited.

8.6.4 Vehicles must not exceed 7.5 feet in height and 20 feet in length, including extensions like trailer hitches.

8.6.5 Vehicles must be free of tools and materials (ladders, lumber, pipes, ropes, poles, rods, etc.).

8.7 Notwithstanding anything herein to the contrary and with prior advance written notice to the property manager, occasional parking of boats, trailers, recreational

vehicles and small commercial trucks may be parked on the Property for up to 36 hours for loading or unloading purposes provided that the vehicles do not become a nuisance or violate any of the governing documents.

- 8.8 Blocking parking spaces is prohibited. Parking outside of the boundaries of the spaces (as determined by the painted stripes) is prohibited.
- 8.9 In addition to any fines, violators of any parking provisions in the Declaration or Section 8 of the rules are subject to towing after notice at the sole risk and expense of the owner. A minimum of 24 hours' notice will be given to the owner by (a) mailing notice to the owner's address provided to the Association under Declaration Section 28.1 but only if the unit owner to which the car belongs or is visiting is known and (b) posting notice on the offending vehicle. After 24 hours' notice has been provided, the vehicle may be towed.

9. HOT WATER TANKS

- 9.1 Declaration section 10.4.3 provides that, if any owner fails to maintain, repair or replace a "High Risk Component" in accordance with the requirements established by the Board, the Association may levy fines or enter the unit for repairs in accordance with Declaration article 12 and assess the owner for the cost of repairs. The board has designated hot water tanks as "High Risk Components" and the following rules pertaining to hot water tanks:
 - 9.2 Upon 10 business days' notice, each owner shall allow the inspector selected by the Association to access the owner's unit to inspect any water heater that serves the unit in order to determine the water heater's suitability for further service or whether more than 10 years have passed since installation of the water heater.
 - 9.3 If the inspection determines that a water heater is unsuitable for further service or more than 10 years have passed since installation of the water heater, the Association shall provide written notice to the owner of that determination and the need for replacement. Affected owners shall purchase and have installed a replacement water heater within 30 days of the written notice for tanks 15 years or older and within 90 days of the written notice for all other tanks. The owner shall send the Association proof of purchase and installation of the water heater immediately following installation.
 - 9.4 The installation of the water heater must:
 - 9.4.1 Include a water catch pan underneath the tank that is connected to the existing exterior drain system, except for ground floor units that have drains;
 - 9.4.2 Include "watch dog" moisture sensor placed in the pan (available from Home Depot);
 - 9.4.3 Meet all state and/or local code requirements; and

- 9.4.4 Be inspected and approved by Snohomish County code enforcement.
- 9.5 The replacement water heater must be equivalent in capacity to the water heater it replaces, installed by a qualified person, and guaranteed against failure for a period of not less than eight years.
- 9.6 Failure to comply with Article 9 of these Rules will result in the following fines:
- Tanks 11-14 years old: \$150 for first month, \$200 for the second month, and increase by \$50 each month thereafter the violation continues.
- Tanks 15 years or older: \$500 for the first month, \$750 for the second month, and \$1,000 for the third month and each recurring month thereafter.
- 9.7 Failure to comply with Article 9 of these Rules may also result in further enforcement action as authorized by the Declaration and as determined by the Board in its sole discretion.

10. ELECTRONIC NOTICE

- 10.1 Notwithstanding the notice requirements of Declaration section 28.1, notices may be provided to owners electronically as provided in this section.
- 10.2 Notice to owners in an electronic transmission is only effective to those owners who have consented in writing in a tangible medium (i.e., a writing, copy of a writing, facsimile, or physical reproduction, each on paper or on other tangible material) or in an electronic transmission to receive electronically transmitted notices. An owner's consent shall designate the message format accessible to the recipient, and the address, location, or system to which notices may be electronically transmitted.
- 10.3 An owner who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the Association in either a tangible meeting or in an electronic transmission.
- 10.4 The consent of an owner is revoked if the Association is unable to electronically transmit two consecutive notices given by the Association, and this inability becomes known to the secretary of the Association or the person responsible for providing the notice. The inadvertent failure by the corporation to treat this inability as a revocation does not invalidate any meeting or other action.
- 10.5 Notice provided as an electronic transmission is effective when it is electronically transmitted to an address, location, or system designated by the owner for that purpose and is made pursuant to the consent provided by the owner.

11. ENFORCEMENT PROCEDURES

- 11.1 Authority. The Board of Directors is authorized and empowered to investigate, hear and determine all complaints by any Owner, tenant or occupant of a unit concerning violations of the Declaration, Bylaws, Rules and Regulations, or of any decision of the Board or Committee made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents.
- 11.2 Informal Dispute Resolution Preferred. It is the intent of the Association that an informal process be encouraged prior to the initiation of a formal complaint against an Owner, tenant or other occupant of a unit. To that end, any Owner, tenant, occupant or employee or agent of the Association has the authority to request that an Owner, tenant or occupant of any unit cease or correct any act or perform any omission which appears to be in violation of the Governing Documents. Attempt at informal dispute resolution is not required before a written complaint is submitted.
- 11.3 Written Complaint. If the dispute or violation is not resolved informally then a complaint may be filed by any Owner, tenant or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to as the "complainant"). The complaint shall contain a written statement of the problem necessitating the complaint setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. The complaint shall identify the specific provisions of the Governing Documents which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint shall also state any efforts which were made to resolve the matter informally. The NOTICE OF WARNING, INFRACTION AND/OR FINE ("Notice") form, attached hereto, may serve as the complaint.
- 11.4 Service of Complaint. The Secretary or the Association's managing agent shall cause the Notice form to be served upon the respondent, at the respondent's address of record, if an Owner, and at the unit address if a non-Owner occupant. The Notice form shall also be served on any other Owners, tenants or occupants whose interest would be significantly affected by the proposed action. Service of the Notice shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail.
- 11.5 Notice of Respondent's Rights and Hearing. If a hearing has been requested, the Secretary or the Association's managing agent shall, at least fifteen (15) days prior to any such hearing date, serve upon the respondent and complainant a Notice of Rights and Hearing, which shall be in substantially the form attached hereto but may contain additional information as the Board may deem to be appropriate from time to time.

11.6 Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the complainant to appear, the Board may, in its discretion, drop the matter.

11.7 Hearing Procedure.

11.7.1 Conduct of Hearing. The hearing shall be heard by the Board of Directors sitting as a Hearing Board. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence the Vice President, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.

11.7.2 Order of Proceedings. The order of proceedings shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement.
- (b) Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- (c) Each party is entitled to make a closing statement.
- (d) Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.

11.7.3 Rules of Evidence. Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law.

11.8 Assurance of Voluntary Compliance. The Board in its discretion, in lieu of or in addition to calling the hearing, may accept a written Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation has taken place. The Assurance may include a stipulation for payment by respondent to the complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent is in compliance with the Assurance. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.

11.9 Decision and Order.

- 11.9.1 As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.
- 11.9.2 Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. Except as provided in Rule 2.2.5, the order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provides in its order.
- 11.9.3 The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted time. The Board may also provide in its order that the non-prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the unit owned or occupied by that person, and may be collected in the manner provided in the Covenants in same manner as for assessments.
- 11.9.4 The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.
- 11.10 Judicial Enforcement. Failure to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action by the Association to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Association. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs.

12. FINE SCHEDULE

- 12.1 The following schedule of fines shall apply to violations of the Declaration, Bylaws, and Rules and Regulations (hereinafter, "rules"). Unless the rule states its own schedule of fines and remedies, the following standard schedule will apply:


1 st violation in a calendar year	\$100.00
2 nd violation of same rule in a calendar year.....	\$200.00
3 rd and additional violations of same rule in a calendar year.....	\$400.00

Notwithstanding the foregoing, the fine for violation of any provision of Declaration Section 10.2 shall be \$1250.00 per month.

Continuing Violations. Each and every day a violation continues shall be considered as a separate offense and will be subject to an additional fine of \$10 per day, beginning ten (10) days after the owner is notified of the fine until the violation is corrected.

- 12.2 Fines not paid promptly will be subject to late fees and other remedies as specified in Declaration Article 17.
- 12.3 All fines and other remedies sought are subject to the procedures for “Notice and Opportunity to be Heard” as defined in Declaration Section 15.5.
- 12.4 The Board may modify this Schedule of Fines in whole or in part provided the Board gives written notice to owners at least 14 days prior to the modifications going into effect.
- 12.5 The failure of the Board in any instance to insist upon the strict compliance with the Declaration, or the Bylaws, or the Rules and Regulations of the Association, or to exercise any right contained in such documents, shall not be construed as a waiver or relinquishment of any authority to enforce these rules in the future pursuant to Declaration Section 18.2.

Duly adopted by the Board of Directors on August 13, _____, 2019.



 President, Heritage at Deer Creek
 Owners Association

NOTICE OF WARNING, INFRACTION AND/OR FINE

TO: _____, respondent

UNIT/ADDRESS: _____

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

Check one or more of the following, as applicable:

This is your Notice of Warning. You have _____ days to either correct the infraction and/or remove the violating condition. If you fail to do so, then the Association will proceed with formal enforcement.

The respondent has previously been sent a Notice of Warning concerning the above stated infraction but has failed to correct the situation.

The respondent is assessed a fine of \$_____. The fine is is not a continuing fine. (A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction which is the subject of this Notice continues.)

Imposition of the above fine is suspended for _____ days (no less than five (5) days). If the infraction is corrected within that time, then the fine will be rescinded.

The Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing Before Board. At the hearing, the Board will decide the validity of the infraction(s) and fine(s) to be imposed, if any.

Right to Appeal If this is other than a Notice of Warning, you have the right to appeal the action taken above to the Association's Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. If you wish to appeal, you must deliver written notice of the same to the Association's Secretary or the Association's Manager within fifteen (15) days after service or delivery of this Notice to the respondent. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's Manager.

Signed: _____

Date: _____

Title: _____

NOTICE OF RIGHTS AND HEARING BEFORE BOARD

RESPONDENT: _____

COMPLAINANT: _____

Please be notified that a hearing will be conducted before the Heritage at Deer Creek Owners Association at _____ O' clock ____ .m. on _____ day, _____, 20__ upon the charges made by complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be made against you.

You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they must submit a written request to the Board at least forty-eight (48) hours prior to the scheduled hearing date.

Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per the attached enforcement procedures and the Board may proceed with the hearing.

The respondent may admit to the complaint in whole or in part. In that event, the Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose a penalty, if any.

DATED: _____

Secretary or Association Manager