



# Rules and Regulations

Last Updated July 2023



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The Board of Directors (Board) strives to achieve consistency between the Bylaws and the Rules and Regulations however, if there is any inconsistency, the Waterway Pines Bylaws take precedent over the Rules and Regulations. The Bylaws may only be changed by a vote of the whole association.

The Rules and Regulations may be established and changed by a vote of the Board. They do not require a vote of the whole association.

## **I. External and Structural Modifications or Alterations**

### **A. Principles of External or Structural Modifications or Alterations:**

1. All external and structural modifications or alterations to Common Elements, Limited Common Elements or Individual Units require the approval of the Waterway Pines Board.
2. No modification or alteration may take place until written approval is received.
3. In order to properly manage the exposure of the association to costly repairs to the exterior of individual condo units in the future, the WPCA Board of Directors has adopted the following procedure that limits and explains the parameters and conditions under which Co-owners may alter the exteriors of their units.
4. The Co-owner requesting approval assumes full responsibility for any future exterior or interior maintenance and damage to the unit caused by the modification.
5. The Board may not, per advice of legal counsel, grant exemptions to the Bylaws. If the Bylaws need to be changed, they must be changed by the process describe in Article X of the Bylaws.

### **B. Procedure for External or Structural change:**

1. Co-owners are required to obtain a **Modification Request Form** from a Board Member or from the Association Website; complete the Form with details for any proposed exterior work to be done on an individual unit (i.e. landscape alterations, a new screen door, an extension or alteration of a deck). This includes photos, drawings of the proposed changes, materials to be used, etc.
2. The completed Form should be sent to the Board for approval.
3. Once the WPCA Board of Directors has given approval for the project, the Co-owner must use a contractor approved by the Board.

4. When a Park Township building permit is required for this work, the contractor and/or the Co-owners are responsible for securing the permit and following all township and State of Michigan requirements.
5. Since exterior modifications ultimately become the property and responsibility of the WPC Association, any warranties for the work done by approved contractors must apply to not only the individual Co-owner, but to the association. All parties involved must agree to this factor in writing prior to the commencement of any construction.
6. A WPCA Board member will monitor the construction project before, during and after the construction process and consult as needed with the Co-owner and the contractor.

### **C. Common Area Maintenance**

Co-owners may engage in weeding, planting, and trimming of bushes in the Common Area around their own condominium site but may not engage in trimming trees or bushes in other Common Areas. Co-owners are encouraged to participate in clean-up activities sponsored by the Board such as Spring Clean-up or Pond Clean-up.

### **D. Decks, Patios and Sunrooms – Approved August 27, 2019**

A Board approved Modification Request Form is required. Only a Board approved licensed contractor may be used and construction must be according to current building code.

#### **Sunrooms:**

Sunrooms may be added to condominium units only if:

1. The new sunroom costs are the responsibility of the Co-owner.
2. The addition will be of the same size and have the same external appearance as other Waterway Pine sunrooms.
3. The sunroom must be supported by a concrete footing with a concrete pillar bringing the base of the support post to ground level.
4. All support posts must be 4"x6" treated lumber.
5. All landscaping under and around the new Sunroom will be the responsibility of the homeowner.
  - a. The area beneath the sunroom must have a cement patio if a walk-out or stone if a view-out.
  - b. If stone, then it must have landscaping fabric beneath the landscaping stone as seen under other Sunrooms.
  - c. The stone must be framed by landscape timber.
  - d. The ground must be graded away from the condominium.
6. Gutter downspout(s) must be extended away from the building to the lawn.

### **Decks:**

Adding a new deck, extending an existing deck, or replacing a deck surface must go through the Modification Request process.

1. The new deck (addition or expansion) costs are the responsibility of the Co-owner.
2. Pressure-treated lumber or Trex Transcends Tree House composite may be considered for deck surface replacement, a new deck, or deck expansion. If expanded with Trex the whole deck surface must be Trex.
3. The Co-owner will be given a choice of pressure-treated lumber or composite.
4. Deck surface replacement with pressure-treated lumber will be at no cost to the owner if needed as determined by the Board.
5. Pressure-treated lumber decks shall be stained by the Association after being cured for **at least one year**. The stain will be the same stain being used by the Association for deck maintenance.
6. When the necessary deck replacement is with the composite material the costs will be shared between the Co-owner and the association in the following manner: 50% of the total material and labor costs each.
7. Installation of composite material shall be by the “top screw and plug” method or the approved fastener per warranty requirements.
8. Deck replacement **desired** by the owner but **not needed** as determined by the Board, will be at the Co-owner’s expense after review through the Modification Request process.
9. Stairways from deck level to ground level shall not encroach upon green space unless otherwise approved by the Board. Stairways from decks around the ponds shall be metal spiral stairs – wood stairs are not allowed.
10. All landscaping under and around the new or extended deck will be the responsibility of the homeowner.
  - a. The area beneath the new or expanded deck may be a cement patio or stone or landscaping plants.
  - b. If stone, then it must have landscaping fabric beneath the landscaping stone as seen under other decks or sunrooms.
  - c. The stone must be framed by landscape timber.
  - d. The ground must be graded away from the condominium.
11. Gutter downspout(s) must be extended away from the building to the lawn.

### **E. Docks**

Only Co-owners living on the waterfront are permitted to install and maintain a dock subsequent to a Modification Request Form submitted to the Board for approval. Although installation of a dock requires Board approval, once installed, the dock is the private property of the waterfront Co-owner who is responsible for its proper maintenance and is liable for its use by the Co-owner and guests.

#### **The dock must meet the following requirements:**

**Size:** Maximum length from water edge: 12 feet; Maximum width: 4 feet

**Optional Dock Approach:** 4 feet maximum length and width. Approach may consist of patio stones, cement blocks, or an aluminum structure.

**Material:** coated or uncoated aluminum only

Docks are to be properly leveled and maintained by the Co-owner at all times.

Decorations (flags, lights, flowerpots or statues, etc.) are not allowed on the dock structure or approach.

Docks may be left in the water year around at the owner's discretion. Docks taken out of the water shall not be stored over the winter months where visible to neighboring Co-owners.

## **F. Landscape**

Landscape plantings installed by Waterway Pines Condominium Association (WWPCA) were carefully thought out to promote symmetry and consistency, be maintainable at reasonable cost, and have reasonable longevity. Approval of the Board is required before making any changes to those areas except approval is not required for the planting of annuals in the mulched areas in front or back of condo units. However Co-owners will be expected to remove the annuals they planted by no later than October 15<sup>th</sup>.

To request Board approval for modifying plantings in the mulched areas, provide the Board with a sketch of the area showing how the area will look after making the changes. Show location and species of all plants, existing and planned, and indicate who will be doing the work and when.

At Co-owner's expense, additional trees may be installed in grassed areas within the development but only after approval by the Board. All costs associated with installing trees are the responsibility of the Co-owner requesting approval. To request approval, provide the Board with information concerning the species and size of trees to be installed, the locations where they are to be placed, and the name of the landscape firm that will provide and install the trees.

Occasionally landscape plants need to be replaced. The Association will cover cost of replacement only if the plants being replaced

1. Are dead,
2. Were planted by the WWPCA,
3. Are not under guarantee, and
4. Are not near areas where Co-owners are attracting animals by feeding them.

## **G. Outdoor Lighting**

Co-owner installed outdoor light that is not allowed:

1. Landscape lighting, including in mulched areas.
2. Colored light bulbs in any exterior lighting fixture.

Co-owners may put up lights and decorations during the Christmas season provided:

1. Such installation does not damage the vinyl siding, railings or pillars, or the cedar window trim.
2. All exterior lights or decorations are removed prior to January 31.
3. Co-owners exercise good taste in decorating their units and maintain any decorations or lighting they set up.

## **H. Patio Sun Screens and Deck Awnings**

Co-owners desiring to shade their patio may install a commercially available retractable sunscreen, such as "Easy Shade Solar Screen" or comparable. Prior to purchasing the sunscreen, a request for approval for the installation shall be made to the Association Board of Directors. That request shall specifically include a detailed description of the sunscreen to be purchased.

Board approved sun screens shall be installed so as to not be visible from outside the condo when retracted and shall be kept in the retracted position when not needed for sun shading. They shall be made for outdoor use, color to be white or cream (to match vinyl siding), or have a natural wood appearance. The Association Board of Directors reserves the right to require the removal of sunscreens that do not conform to this rule and/or are not maintained to the satisfaction of the Board.

Deck awnings are not allowed.

## **I. Privacy Dividers**

Privacy Dividers may be installed, at the Co-owner's expense as lower level patio dividers or upper level deck privacy dividers, provided they meet all of the following conditions:

1. A request for a privacy divider shall be submitted and approved by the Association Board of Directors prior to start of construction and/or installation of the privacy divider.
2. The privacy divider is constructed and/or installed to meet conditions for approval imposed by the Board of Directors.
3. Dividers may be constructed between adjacent patios and/or decks and shall consist of treated wood that is stained to match the deck and deck columns.
4. The Co-owner agrees to maintain the privacy divider.

The Association Board of Directors reserves the right to require the removal of privacy dividers that are not approved by the Board, that do not meet the conditions of Board



approval, and/or are not maintained to the satisfaction of the Board. The Co-owner that installed or constructed the privacy divider is responsible for any costs incurred to remove the divider.

#### **J. Roof Tube Light**

Roof tube lights (aka solar tubes) that convey natural light through the roof into the interior of a unit are permissible with the following stipulations:

1. a Modification Request Form must be completed and submitted to and approved by the Board of Directors prior to the installation of the roof tube light;
2. the roof tube light must be installed on the side of the roof opposite the street to minimize visibility;
3. it must be installed by an approved, licensed contractor;
4. and the unit owner and any subsequent owner of the unit assumes responsibility for installation costs, maintenance and any necessary repairs regarding the roof tube light.

#### **K. Satellite TV Dish**

Satellite TV dishes are permissible with the following stipulations:

1. a Modification Request Form must be completed and submitted to and approved by the Board of Directors prior to the installation of the satellite dish;
2. the dish must be installed on the deck or a ground pole in a position of least visibility from the street (not the roof, siding or side of the building);
3. the satellite dish must be installed by a professional dish installer;
4. and the unit owner and subsequent owners assume responsibility for installation costs, maintenance and any repairs regarding the satellite TV dish.

#### **L. Volunteer Worker(s)**

1. Volunteer workers may be engaged in general landscape maintenance activity, utilizing hand tools such as shovels, spades, rakes, and hand trimmers on specified cleanup days.
2. The removal or replacement of bushes or shrubs should only be attempted if it requires only one or two persons to accomplish.
3. No power tools, chainsaws, or ladders should be used for any volunteer activities except under the following conditions:
  - a. The activity is directly authorized and supervised by a board member.
  - b. The person using the equipment has signed a liability waiver for that particular activity.
4. Volunteer workers may also be utilized for social activities (i.e. Ice Cream Social, Book Swap, Caring Neighbors, and Annual Meeting).

## II. Miscellaneous

### A. **Animals**

Animals/Pets are restricted in number and breed. *See the Amended and Restated Condominium Bylaws (Exhibit A), Article VII, Section 1, (l), page 17.*

### B. **Board E-Mails to all Co-owners**

The Secretary of Waterway Pines will maintain the email addresses of Co-owners and will send out e-mails from the Board to the entire association.

### C. **Board E-mail Decisions on Modification or Other Requests:**

A building/maintenance or landscaping modification request that has been filed with and approved by the member of the board of directors who is responsible for that area may be approved by the entire board via email if:

1. The modification should be completed or initiated before the next board meeting.
2. All members voted to approve the modification.

Any modification that generates discussion among the board members should be handled in a meeting. Failure to get unanimous approval via email automatically requires that the modification be placed on the board meeting agenda.

At the next board meeting, any email-approved modification form will be placed on the agenda in order to be recorded in the board minutes. (Adopted April 11, 2022)

### D. **Boats**

Paddle boats, canoes, rowboats, kayaks, and sail boats less than twelve feet in length are permitted on both the North Lake and the South Lake.

Gasoline motors are prohibited. Electric motors are allowed.

Waterfront Co-owners are permitted to tie up their boat to their dock or stake it in the water. Boats may not be left on the shore for longer than 24 hours.

Non-waterfront Co-owners may stake their boat in water in front of the wooded area at the South end of the South Lake.

Boats are not to be stored during winter on patios, decks or on other common and limited common areas.

### **E. Common Elements**

General Common Elements include but are not limited to the land, common walkways, lawns, trees, shrubs, private streets, street lighting, gas line network, underground sprinkling systems, water distribution, sanitary sewers, storm drainage, telephone and cable wiring system, foundations, roofs, perimeter walls and other walls, entrances to the development, and parking areas.

Limited Common Elements include but are not limited to utility service lines, decks, patios and porches appurtenant to each Unit, driveways and sidewalks appurtenant to the Unit, heating and cooling appliances serving only that Unit, windows, sliders, automatic garage door openers, window screens, garage interior spaces and the interior surfaces of garage walls, ceilings and floors located within a Unit.

No furniture or personal property, except for propane gas grills, shall be stored on any open patio or porch that is visible from another Unit or from the Common Elements during the winter season (November through March).

### **F. Condo Power Washing**

Co-owners that desire to have their condo unit power washed by a contractor shall make that known to an Association Director. The Board of Directors will assist in obtaining the service of a company that can do the job without damaging the unit. Expenses associated with the power washing will be borne by the Co-owner or Co-owners except when the power washing is needed to remove mold from the exterior of the unit. For power washing to be paid for by the Association, the Association will select the contractor.

### **G. Fishing**

Those authorized to fish in the ponds are Waterway Pines owners and guests of owners.

1. All fish caught are to be released except:
  - a. Five bluegill per day per fisherman with a maximum of fifteen per week.
  - b. One bass per day per fisherman with a maximum of three per week, and any fish caught which has been injured as to be certain of death if released.
2. The Board member responsible for the ponds is authorized to enforce these restrictions.

### **H. Garage Sale**

Garage sales are permitted at Waterway Pines Condominium Association during the association's sanctioned community sale one Saturday in May of each year. Co-owners are responsible for following these guidelines:

1. Signs may be placed at the Waterway Pines entrances (Lakewood Ave. and James St.) only on the day of the sale. One sign may be placed in front of the Co-owner's unit on the day of the sale.
2. Flags or markers must be placed by the Co-owner on both sides of the street along the grass in front of the participating unit and adjacent units to protect sprinkler

heads and to maintain access to mailboxes. The Co-owner conducting the sale is responsible for all damage done to common areas because of the sale.

3. Any publicity for the sale is the responsibility of the Co-owner.
4. Each year, the Board will announce the date of the sale, help to put participating co-owners in touch with each other, and make available entrance signs and flags for Co-owners' use.

#### **I. Indoor Estate Sales**

Definition: estate sales are those one-time events which, allow Co-owners who are moving out of the association, family members who are assisting an elderly Co-owner transition to assisted living, or executors of a Co-owner's estate to dispose of property. All estate sales are to be approved by the WPCA Board of Directors no fewer than 10 days before the scheduled sale.

NOTE: Garage sales are only permitted at WPCA during the association's sanctioned community sale during May of each year.

Indoor estate sales will be allowed within the following parameters:

1. An Indoor Personal Estate Sale Permission Form must be submitted to and approved by the WPCA Board of Directors at least ten (10) days prior to the sale date. The form is available on the website or from a board member.
2. A two-day sale will be permitted for a maximum of eight (8) hours between 9 a.m. and 5 p.m. each day.
3. Signs may be placed at the Waterway Pines entrances at (Lakewood Ave. and James St.) only on the day of the sale. One sign may be placed in front of the Co-owner's unit on the day of the sale.
4. The estate sale may not be scheduled on trash collection (currently Monday) or lawn mowing days (currently Thursday).
5. Flags or markers must be placed by the Co-owner on both sides of the street along the grass in front of the participating unit and adjacent units to protect sprinkler heads and to maintain access to mailboxes. The Co-owner conducting the sale is responsible for all damage done to common areas as a result of the sale. A refundable \$250 damage deposit is required at the time of application for the estate sale. Once the extent of damage to lawns, landscaping or the irrigation system, IF ANY, is determined, and all necessary repairs are completed, all or part of the deposit will be returned to the Co-owner accordingly.

#### **J. Initial "Buy in Fee" due to the Association upon Purchase of a Condominium**

Upon the purchase of a condominium unit at Waterway Pines Condominium Association, a "Buy in Fee" will be assessed to the new Co-owner. The fee is due and payable to the Association treasurer within ten days of the sale closing. The fee is equal to two full months of condominium dues in the calendar year in which the sale legally takes place. This payment is not to be considered as any part of the monthly dues, it is not refundable, and it cannot be applied to a future monthly assessment or a special

assessment of the Association. A sale is considered a transfer of title by reason of sale to a new Co-owner. A sale is not considered a transfer of title by reason of inheritance or gifting to an immediate family member.

#### **K. Key Access**

All co-owners are required to provide to the Waterway Pines Board Secretary, the name and telephone number of at least one local contact person holding keys to the co-owner's unit and authorized to allow the Board and emergency providers access to the co-owner's residential unit in Waterway Pines while the owner is not at home. The preferred contact person is a neighbor in Waterway Pines.

The Board Secretary will maintain a list of such contact persons and make it available only to current Board members. Board communication to the contact person and access to the co-owner's unit will be used only when:

1. the Co-owner is not at home, and
2. the Co-owner cannot be communicated with in a timely manner, or otherwise contacted to provide access, and
3. in cases of perceived emergency (for example but not limited to gas leaks, fires, malfunctioning fire alarms, water service shut-off to the entire building, major storm damage to the structure, etc.). In case of fire or gas leaks, the Association will contact the necessary emergency authorities to take whatever action is deemed necessary to resolve the emergency.

Observance of this rule does not remove or replace the Co-owner's duty to file an Extended Absence Form with the Board secretary. *See Article V, Section 7, paragraph 2 of the Bylaws.* The effective date of this policy is June 1, 2020.

#### **L. Parking Restrictions**

Automobiles and other vehicles are restricted. *See Article VII, Section 1, m of the Bylaws.*

#### **M. Requests for Information**

Requests for information from non-association owners shall only include: the number of units, the monthly fee, the percentage of the monthly fee set aside for the Reserve Fund, and the current Reserve Fund balance. The Bylaws and Use and Occupancy Rules can be found on our website.

#### **N. Shoreline**

Beach creation is allowed but must be limited to a nominal width of four feet from the established grass line to the water. Obviously as the water level changes this width may change from time to time.

No plantings are allowed along the grass line, in any part of the beach area, in the water or at the water's edge except by prior approval of the Board.

No decorations, lights or statuary is allowed anywhere along the shoreline area.

**O. Signs**

No signs or advertisements without Board permission are allowed. The Board does grant permission for real estate or “For Sale by Owner” signs to be displayed directly in front of the unit and within the mulched area.

**P. Termites and Carpenter Ants/Bees**

**Treatment:** Waterway Pines Association Co-owners with evidence of termites or carpenter ants/bees within the interior of their unit should immediately make that known to an Association Director. The Association Board of Directors will determine the extent of the infestation, the best method of elimination and contract with an experienced and licensed insect exterminating company to treat the infestation. The cost of that treatment will be borne by the Association.

**Repair:** The cost of repair of termite and/or carpenter ant/bee damage that occurs to the interior of a condominium, including damage to drywall, paint, furniture, and floors and floor coverings, will be borne by the Co-owner of the damaged unit. *The Association is responsible for the repair of insect damaged structural members required to support the walls, floors and roof and for the repair of damage to the condominium exterior, including damage to siding, exterior wood trim, window frames, roof coverings, and footings.*

**Preventive Treatment:** The Association Board of Directors will determine if termite and carpenter ant/bee preventive treatment for buildings is feasible and effective. The cost of preventive treatment, contracted for by the Board, will be paid for by the Association. Co-owners, at their own expense, may provide insect preventive treatment on individual units using insect exterminating companies approved by the Association Board of Directors.

**Q. Wood Fires**

No wood fires are permitted anywhere in the association.

### **III. Violations**

#### **A. Delinquent Monthly Assessment Payments**

Monthly assessments are due on the first of each month. Failure to pay the assessment by the due date will be considered a violation. Fines may be assessed at the discretion of the Board according to the following schedule:

After 10 days' delinquency a fine of \$25 will be assessed each month.

This policy will not prevent the WWP Association from pursuing any other remedy under the documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Fines levied for late payment will be due and payable on the first of the following month. Failure to pay the fine will subject the Co-owner to all terms and conditions in the documents relating to nonpayment of assessments.

#### **B. Resolution of Violation**

In accordance with State Statute per advice of Counsel

The violation of any Co-Owner, occupant, or guest of any of the provisions of the Master Deed, Bylaws, or Rules and Regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-Owner. Such Co-Owner shall be deemed responsible for such violations whether they occur as a result of the Co-Owner's personal actions or the actions of his family, guests, tenants, or any other person admitted through such Co-Owner to the premises.

Upon any such violation being alleged by the Board, the following procedures will be followed:

1. Notice of the violation, including the document violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail.
2. The offending Co-owner shall have 7 calendar days from the date of the violation in which they may offer evidence in defense of the alleged violation. The evidence must be submitted in writing to Waterway Pines Condominium Association Board of Directors.
3. A Notice of Hearing will be sent to the Co-owner which shall state the date, time, and location of a hearing to be held for the violation.

4. The hearing shall be held before the Board of Directors or such members of the Board of Directors as the Board of Directors shall designate to conduct the hearing.
5. Upon presentation of evidence of defense, the Board of Directors, shall by majority vote of the Board or the majority of the members of the Board of Directors designated to conduct the hearing, decide whether a violation has occurred. The Board's decision is final.

**Actions**

After hearing and upon determining that a violation of any provisions of the Documents the Board may levy a fine following these procedures:

- |                        |   |
|------------------------|---|
| 1 <sup>st</sup> Notice | Co-owner will receive a warning letter of the violation.<br>The Co-owner will have up to 30 days to comply with the Bylaws.   |
| 2 <sup>nd</sup> Notice | If non-compliance continues, Co-owner will be fined \$100.00.<br>The Co-owner will have up to 30 days to comply with the Bylaws.  |
| 3 <sup>rd</sup> Notice | If non-compliance continues, Co-owner will be fined an additional \$250.00.<br>The Co-owner will have up to 30 days to comply with the Bylaws.                                |
| 4 <sup>th</sup> Notice | If non-compliance continues, the board has the discretion to impose further fines as determined by the board. The Co-owner will have up to 30 days to comply with the Bylaws. |
| Final Notice           | The Board will remove or correct the violation and/or take legal action.  |

The Co-owner in violation will be responsible for all subsequent costs, including attorney and court costs, required to remove or remedy the violation. Nothing in this Rule and Regulation shall be construed as to prevent the Association from pursuing any other remedy under the Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

**Collection of Fines**

The fines levied pursuant to the above stated rules and regulation shall be assessed against the Co-owner and shall be due and payable on the first day of the following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Documents. All unpaid amounts shall further constitute a lien on the Co-owner's unit.