# SEA CASTLE CONDOMINIUM

# RULES & REGULATIONS (As amended on 10/14/2014)

#### **TABLE OF CONTENTS**

- 1. AUTHORITY
- 2. BICYCLES and MOTORCYCLES
- 3. DESTRUCTION OF PROPERTY
- 4. SAFETY
- **5. EXTERIOR APPEARANCE**
- 6. INTERIORS
- 7. FOOD AND BEVERAGES
- 8. GUESTS
- 9. LAUNDRY FACILITIES
- **10. PERSONNEL**
- 11. SOLICITATION
- **12. NOISE**
- 13. OBSTRUCTIONS
- **14. PETS**
- 15. OCCUPANCY
- 16. OWNERSHIP
- 17. MAINTENANCE PAYMENTS
- 18. PARKING
- 19. PARKING LOT WEST OF SWIMMING POOL
- **20. SANITATION**
- 21. FACILITIES/GENERAL
- 22. SWIMMING POOL/SHUFFLE BOARD COURT/GAZEBO/BOAT DOCK
- 23. WORKSHOP
- **24. KEYS**
- **25. LEASE**
- **26. SALES**
- **27. YEARLY GARAGE LOTTERY**
- 28. FIRE SAFETY RULES
- 29. RULES GOVERNING ACCESS TO RECORDS.
- 30. RULES GOVERNING UNIT OWNER.PARTICIPATION AT MEETINGS
- 31. RULES GOVERNING OFFICIAL LOCATION OF MEETING NOTICES
- **32. RULES GOVERNING SERVICE CONTRACTS**
- 33. ELEVATOR USE
- **34. SHOPPING CARTS**
- 35. SERVICE ANIMALS AND/OR RESIDENT

#### **ENFORCEMENT & CONSEQUENCES**

#### 1. AUTHORITY

The Declaration of Condominium, Article XIV, and the By-Laws of Castle Council, Inc. authorize the Board of Directors to adopt such uniform administration rules and regulations governing the details of the operation of the condominium, and restriction upon, and requirements respecting the use and maintenance of the condominiums and of the common elements and limited common elements as may be deemed necessary to assure the enjoyment of all condominium owners, and to prevent unreasonable interference with the use of 'the condominiums, common elements and limited common elements, as shall not be inconsistent with The Condominium Act, The Declaration of Condominium, The Articles of Incorporation and the By-Laws of the Association.

The Rules and Regulations are reviewed periodically by the Board of Directors of Castle Council Inc. and amended as necessary, to better serve the membership.

#### 2. BICYCLES and MOTORCYCLES

- A. Bicycles may be operated on the premises, but must be kept in the assigned areas when not in use. There will be a deposit required for a key to this assigned area. If the key is lost or stolen, a replacement fee will be charged. In addition an annual use fee per bicycle will be due on January 1, each new year. Fee must be paid within 30 days; if not paid, the owner will receive one written notice from the Association or its agent. If the fee is still not paid after 30 days from written notification, the bicycle will be removed and donated to a charitable organization.
- B. Motorcycles-and mopeds are not to be operated on the premises, except for ingress and egress. Motorcycle engines may not be revved-up on the premises and must be operated with a muffler system in good operating condition.
- C. All bicycles, motorcycles, and mopeds must be registered, with applicable current license, and must display a current Sea Castle parking decal.
- D. There will be absolutely no bicycles allowed in the condo.

#### 3. DESTRUCTION OF PROPERTY

Owners will be held responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and or the acts of their lessees or guests. Property owner will be notified in writing and billed for repair/replacement. Failure to pay will result further legal action.

#### 4. SAFETY

No one shall permit any activity or keep anything in a condominium apartment, storage areas and common elements which would be a fire or a health hazard or in any way tend to increase insurance rates. Smoking is not permitted in any enclosed common areas.

#### 5. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the building, the following applies:

- A. No owner, tenants, or other occupant of a condominium may paint or otherwise change the appearance of any exterior wall, door, window, balcony or any exterior surface. No hanging of clothing or objects from balconies or walkway railings.
- B. No occupant may place any sunscreen or awning on any balcony or exterior opening; place any draperies or curtains at the condominium windows without a solid, white colored liner facing the exterior; plant any plantings outside of an condominium; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements.
- C. No one is permitted to place anything over the air reception, satellite, or cable television devices, antennas or other equipment or structures on the exterior of the building or on any of the common elements, under the Federal Law. Satellite dishes are not allowed on the building or common ground.
- D. Floor mats are not permitted on walkways or outside of condo entrance doors.
- E. Windows, screens, doors and air condition vents facing the walkways should be kept clean.

#### 6. INTERIORS

No occupants may make any structural additions, deletions to support carrying interior partitions within the condominium unit without prior written consent of the Board of Directors of the Association. The installation of clothes washers and dryers in individual condominium units is prohibited.

#### 7. FOOD AND BEVERAGES

A. Food and beverages may be consumed only in those parts of the common areas which are specifically designed for such purposes and may not be consumed in

- the remainder of the common areas unless specifically authorized by the Board of Directors.
- B. Glass containers are not permitted in the pool area and the gazebo.
- C. After use, the common elements must be left in a clean condition. Individuals who abuse their right to use the common elements for private functions may have this privilege revoked by the Board of Directors.

#### 8. GUESTS

- A. All guests must park in the visitor's parking lot.
- B. Guests staying longer than one week who have an automobile to be parked in the guest lot must fill out guest automobile registration permits, found in the office. The forms are in duplicate ...one copy for the office and the other copy to be displayed on the dashboard of the guest's car when parked in the condo parking lot.
- B. It is the condominium unit owner's responsibility to require any guests to complete the registration permit. The condominium unit's owners are responsible that their guests comply with all Rules and Regulations. .
- C. Failure of the condominium owner to comply with guest registration requirements will result in towing of the guest vehicle and other legal action.
- D. All guests staying more than 30 days must have a background check.

#### 9. LAUNDRY FACILITIES

- A. The laundry room shall be used on a first come-first served basis and only between the hours of 6:00 am to10:00 pm.
- B. Laundry that has completed the washing and/or drying cycles should be removed from the machines immediately.
- C. Care should be taken in loading the machines to insure that they are not overloaded or loaded unevenly.
- D. Use ONLY liquid laundry detergent. No tints or dyes may be used in any laundry machine.
- E. Each user is responsible for leaving appliances in a completely clean condition. Lint traps in dryers and water overflow holes in washer must be cleaned.
- F. Laundry room will be used by one family at a time. Do not remove laundry from machines that does not belong to you.

#### **10. PERSONNEL**

A. Management firm employees and Association employees are assigned specific duties to be performed under the supervision of the firm. Occupants shall not

interrupt, socialize, or interfere with the performance of these employees. Exceptions are for emergency only. A list of the specific job duties performed by the Management firm and its employees is available through the Board of Directors.

- B. Any request by occupants for special service must be directed to the management firm.
- C. Building maintenance requests should be placed in the mailbox by the office.

#### 11. SOLICITATION

- A. There shall be no solicitation by any person anywhere in the buildings or common areas for any cause whatsoever unless invited by an individual condominium owner or authorized by the Board of Directors.
- B There will be no soliciting or car sales, garage sales, estate sales, etc. in the building or on the ground of Sea Castle at any time. No visible "FOR SALE" signs shall be placed on Sea Castle property.
- C. There shall be no "open houses" for units being sold. All interested prospective buyers come to see the unit only by appointment with the seller or real estate agent.
- C. The Bulletin Board across from the office is to be used for posting of meetings, special events, resident wellness reports, board and dock committee phone numbers, management company phone numbers, Pasco County and emergency phone numbers. Ads for Condos for Sale or Rent and Items for Sale may only be posted on the bulletin board by the mailboxes.

#### **12. NOISE**

- A. In order to insure your own comfort and that of your neighbors, radios, recording amplifiers and television receivers must be turned to a minimum volume at all times. Noise of any sort should be kept to level that does not interfere with the comfort of other residents. Take care and consider your neighbor when opening and closing all interior and exterior doors.
- B. The noise levels in the common areas, including the parking lot and pool, should be kept at a minimum.

#### **13. OBSTRUCTIONS**

Sidewalks, driveways, entrances, condominium unit entries, elevators, corridors and other common areas of travel must not be obstructed in any manner and are to be kept free of any materials which would be unsightly or hazardous.

#### **14. PETS**

- A. Pets are limited to one domestic cat per unit and they must be transported in a closed carrier to and from the unit.
- B. If, in the sole judgment of the Board of Directors, it is determined that a cat is causing excessive disturbances and annoyance to other occupants, the owner will be asked to dispose of the cat.
- C. Lessees or guests of lessees and guests of owners will not be permitted to bring any pet onto the premises, under any circumstances.
- D. No pets will be allowed in the swimming pool area or in common areas.
- E. Any service animal must fulfill the requirements established by the Policies of the Board and be registered with the Board (using the prescribed form). See below for rules and regulations applying to such situations

#### 15. OCCUPANCY

- A. Owner, lessee, or other occupant of a condominium shall only use the condominium for single family residence purposes in accordance with the Declaration of Condominium and zoning regulations which prohibit the use of the unit for business or storage purposes.
- B. No occupant shall make any use of the condominium which violates laws ordinances, or regulations of any governmental body.
- C. No occupant shall commit or permit any nuisance, immoral, or illegal act in his/her condominium unit or in or on the common elements.
- D. The condominium units, common elements, facilities, and recreational facilities are designed for occupancy of two persons per bedroom in every condominium unit.
- E. Condominium owner must be in residence if a non-family visitor is staying in the unit. Any exceptions are subject to prior approval by the Board of Directors.
- G. Condominium units cannot be sublet without the written approval of the Unit's owner and the Board of Directors.

#### 16. OWNERSHIP

Per Amended Article XXXI of the Declaration of Condominium (1991), ownership is limited to two (2) condominium units per entity. The term "entity" is defined as follows:

One natural person or two or more persons, their agents, assigns, heirs, or nominees; any corporation, trust organization, partnership or other entity, in which the individual is an officer, beneficiary, trustee, partner, stockholder, or has any other ownership right; their agents, successors, assigns, or nominees.

No entity who/which currently owns 2 or more units in the Condominium will be permitted to purchase additional units. Also, if any entity has an ownership interest in more than 2 units in the Condominium, and sells one of the units, he/she/it/they will not be permitted to purchase a replacement unit in the Condominium, until such time as the replacement would not exceed the maximum ownership of 2 units per entity. This paragraph shall not apply to units obtained by the Association pursuant to foreclosure proceedings.

Any co-ownership by a natural person with a spouse, or other individual(s), will be counted as one of the units owned by that natural person.

#### 17. MAINTENANCE PAYMENTS

Monthly maintenance fees are due and payable on the first of the month. Delinquent fees will incur a late fee and interest in the amount of 10% per year, after 10 days past due. Failure to pay assessments within 30 days of the due date will result in legal action as provided in the Governing Documents and the State Law.

#### 18. PARKING

- A. An owner of a condominium unit shall park his/her vehicle parallel to and within the boundaries of the parking space assigned to the unit. Such owner shall also drive the vehicle sufficiently forward so that the vehicle does not extend into the driveway or beyond the vertical plane of the building.
- B. Owners, their families, lessees, or guests are not permitted to park in assigned parking spaces belonging to others.
- C. Unit owners may allow guests to park in their assigned (owned) parking spaces under the building, provided that a visitors pass is obtained from the office (with a copy of it on file in the office) and that visitor's pass be clearly displayed in the vehicles' back window easily visible to the tow truck's driver. While the visitor's vehicle is parked in the underbuilding space, the Unit's owner must park their vehicles in the visitors parking lot.
- D. Parking spaces are limited to private vehicles used primarily as passenger vehicles (e.g. cars, SUVs, passenger vans, small pick-up trucks, etc.) and the use of the assigned spaces for storage or any other types of vehicles, equipment or apparatus is prohibited.
- E. Parking in assigned or unassigned parking spaces must be within the painted control lines. Vehicles that extend beyond the vertical plane of the building *or* obstruct the driveway must park in east parking lot.
- F. Sleeping overnight in cars or vans is prohibited.
- G. All vehicles must be pulled in facing the wall.
- H. All vehicles must have current state registration/tags. All residents must have Sea Castle decals for their cars. Cars belonging to visitors who are in residence

- for longer than one week must have proper identification placed on the dash. All visitors must park in east parking lot. Violators will be subject to towing.
- I. Commercial/work trucks and vans must be parked in the east parking lot. Violators will be subject to towing.
- J. Car washing is restricted to 18 foot allowable area along the seawall in the parking area west of the swimming pool.
- K. Cleaning of oil spots and stains in the covered parking spaces is the responsibility and/or expense of the individual owner or user of that space.
- L. New residents and renters will receive parking tag permits only after being interviewed.
- M. The general parking lot reserved for residents of the building facing the south wall by the condo building should not be used for vehicles unattended for more than 30 days. This lot should also not be used for motorcycles or scooters at any time. Any vehicles unattended for more than 30 days and motorcycles and scooters at all times should be parked in either the east or the overflow parking lots (i.e. visitors' lots).

#### 19. PARKING LOT WEST OF SWIMMING POOL

A. General Rules

1. All vehicles and vessels in the lot must have current state registration/tags. Cars and trucks are not permitted to use this parking lot.

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- 2. The carwash area shall not be obstructed.
- 3. Violations may result in the vehicle, vessel or trailer being towed at the owner's expense.

#### B. Restricted Parking Spaces

- 1. The Castle Council, Inc. currently owns and maintains eight (8) specific parking spaces in the parking lot west of the swimming pool designated exclusively for the purposes of storing and parking recreational vehicles, boats and boat trailers. These "restricted parking spaces" shall be managed and rented by The Castle Council, Inc.
- 2. Regulations for leasing a restricted parking space are as follows:
  - a. Leases of these restricted parking spaces can only be obtained by Owners a Condominium Unit who lease the parking spaces exclusively and solely for the purposes of parking and/or storing recreational vehicles, boats and/or boat trailers not more than twenty-six feet (26') in length.
  - b. The reasonable rental rate shall be set by the Castle Council, Inc. Board of Directors. . The fee is due on January 1 and must be paid no later than January 31<sup>st</sup> of each year.
  - c. Rental of the restricted parking space an only be made by the owner of a Condominium Unit at Sea Castle who is not already leasing a restricted

- parking space.
- d. Individuals must be interviewed by at least one member of The Castle Council, Inc. Board of Directors before they may rent a restricted parking space.
- e. The restricted parking spaces shall be leased on a first-come, first-served basis based upon a list kept in the office and by the management company.
- f. All vehicles or trailed parking in this lot must have a Sea Castle parking decal.
- g. The lease agreement between The Castle Council, Inc. and the renter of the restricted parking space shall be immediately terminated when a renter no longer owns, maintains or has possession of the recreational vehicle, boat and/or trailer for which the parking space was rented.
- h. All recreational vehicles, boats and special boat trailers shall be duly licensed and permitted and display the appropriate license plate, tag and/or stickers. All boats, recreational vehicles and/or boat trailers will be required to file a copy of their current registration with the Sea Castle office.
- Each renter of a restricted parking space shall be assigned a specifically assigned parking space which must be used exclusively by the space's renter.
- j. Restricted parking spaces may not be sub-leased.

#### **20. SANITATION**

- A. Occupants will not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided. Therefore the common elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible, and all trash shall be placed in water proof bags or similar containers before being placed in the appropriate receptacles by way of trash chutes located on each floor in the laundry rooms.
- B. Occupants shall not allow anything to fall or be thrown from windows, doors, or balconies. No debris shall be swept from the condominium unit into the corridors, walkways or other common elements.
- C. All units will be subject to exterminator service (spraying) once a month, unless an owner provides proof of extermination by an outside vendor. If an outside vendor is used, this information must be provided each year to Management Company.
- D. Contractors hired by condominium owners shall take away all of their trash. They should not use the large receptacles at the bottom of the trash chutes.
- E. All residents using the trash chutes are responsible for making sure that the trash thrown down the chutes will easily make its way to the bottom. If there is

any doubt, the items must be carried to the ground level and taken to the containers at the bottom of the trash chutes.

# 21. FACILITIES/GENERAL

- A. The facilities of the Condominium are for the exclusive use of members of the Association, lessees, their families and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.
- B. All residents and guests are expected to treat all items within the building and on the association grounds (e.g. chairs, tables, etc.) with care and respect in order to maximize their useful life.

# 22. SWIMMING POOL/SHUFFLE BOARD COURT/GAZEBO/BOAT DOCK/POOL GRILL

- A. Owners, their families, lessees, and guests using the pool do so at their own risk.
- B. Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and patio area. Pool use is from 9:00 am to 10:00 pm.
- C. In order to conserve the recreational facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to the immediate family in residence in any condominium unit, from time to time, and their occasional guests. In the event a condominium is rented, the tenant, his/her family and occasional guest may use such facilities. During the time a unit is rented, the unit owner and his/her family and guests are not permitted to use the common elements facilities. Families in residence in condominium units owned by multiple or corporate owners shall be entitled to use such facilities during periods of such residence to the exclusion of the other multiple owners or corporate officials or their invitee.
- D. One boat slip to one condominium owner.
  - If a condominium owner who also owns a boat slip leases out their condominium, the lease must be clear as to whether the owner is or is not also renting out the boat slip. If the lease agreement does include the boat slip, then during the period of time covered by the lease, the condominium owner relinquishes all rights to the use of the boat dock area. If the lease does not include the boat slip, the owner has the right to use it.
  - 2. If the condominium owner who also owns a boat slip leases our their boat slip, but not their condominium, that owner relinquishes all rights to the use of the boat dock area.
- E. Individuals in diapers or who are not toilet-trained are not permitted in the pool at any time.

- F. No glass containers in pool area.
- G. Shower before going in pool.
- H. Clean up your area when leaving the pool.
- I. The use of the grill is limited to owners/tenants. Everyone using the grill is expected to clean it after using it, making it ready for the next user.
- J. For safety purposes, chairs and table or any portion thereof shall be not be placed into the pool.
- K. No eating or drinking is allowing within the pool or while sitting on the edge of the pool.

#### 23. WORKSHOP

Storage of any personal property is not permitted in the work shop area room.

#### **24. KEYS**

- A. Each condo is allowed 2 master keys for the common areas. The Association will charge a fee for all replacement keys.
- B. Keys (extra set) for all unit doors must be given to the office by unit owners, to be used in case of emergencies and for monthly pest control.

#### 25. LEASING A UNIT WITHIN THE CONDOMINIUM

Prior to leasing a unit at Sea Castle, all individuals must have a background check (please see the "Authorization for background check ..." form) plus an interview by at least one Board member (please see the "Request for interview prior to occupancy..." form) once the report from the background check has been received.

These forms may be obtained from the Association's website or from the management company (please see the name and phone number of the management company on the Association's website). The interview requires that the applicant has read the Rules and Regulations of the Association (please see the Rules and Regulations section of the Association's website or request a copy from the management company).

Please note that there is a fee requires for processing the "authorization for background check..." form (Please see the Fee Schedule as posted on the Association's website.)

The background check form must be completed by each individual to occupy the unit.

For the purposes of this background check, a married couple and any children under the age of 16 are considered to be "one individual". Failure to go through this screening process (background check and interview) will result in legal action to enforce the documents, including the voiding of a sale or rental.

The forms are to be filled out completely and signed by both parties. A check made payable to Castle Council must accompany the form along with a copy of the lease. The forms should be returned to the management company. Please allow 14 working days for the approval process.

Owners should refer to the Association's Document of Condominium document for any applicable leasing restrictions (i.e. minimum lease term).

#### 26. PURCHASING A UNIT WITHIN THE CONDOMINIUM

The same procedure will be followed as when leasing a unit within the condominium building.

Owners must provide purchasers with a copy of the Association's documents, rules and regulations, and keys to the common areas.

#### **27. YEARLY GARAGE LOTTERY**

- A. Unit owners or renters not currently owning or leasing a covered parking space will be eligible.
- B. Winners of garage lottery must occupy the space for their personal use, and pay a fee approved by the Board.

#### 28. FIRE SAFETY RULES

- A. Notify the fire department first before attempting to extinguish fire -- large or small.
- B. Floor on which the fire is located will be evacuated first and then floors above.
- C. Upon hearing the fire alarm, occupants are to leave at nearest stairwell away from fire. Do not use elevators.
- D. Make sure the stairwell doors are closed after exiting a stairwell.
- E. Walk to the far side of the parking lot. Keep out of the way of emergency vehicles.
- G. No smoking in the common elements or locker area. Every unit must be equipped with a working smoke alarm under the Fire Code.
- H. No volatile fluids can be stored in locker areas.

I. Fluorescent stickers, recognizable by fireman, shall be placed on window/door of a unit where assistance is required.

#### 29. RULES GOVERNING ACCESS TO RECORDS.

Official records for Castle Council, Inc. are maintained at the offices of Sea Castle.

- A. Appointment to be made with a five-day written request
- B. One hour duration for inspection
- C. All records to be left in the same order
- D. Photocopies are available at a charge establish by the Board. Please note side of page is equal to one copy

#### 30. RULES GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS

Unit owners may speak at the end of each meeting. Although reasonable time will be allowed to speak on an agenda item, the Board of Directors reserves the right to limit the discussion of each item to one minute per unit owner.

#### 31. RULES GOVERNING OFFICIAL LOCATION OF MEETING NOTICES

Official notices of Board of Directors meetings and any other required posting of notices for any other purposes are posted on the Condominium office window and on the Association's website.

### 32. RULES GOVERNING SERVICE CONTRACTS

Service contracts entered into by Castle Council, Inc. do not exceed three (3) years in duration and include a provision for 30-day termination without cause.

#### 33. ELEVATOR USE

- A. Passenger elevator is not to be used to carry freight.
- B. Freight elevator must be used to move freight, furniture, etc., in or out of the building and between floors. Hand-carried packages and folding grocery carts are not considered freight.
- C. Freight elevator must not be tied up for the duration of the move. Movers should load the elevator, proceed to the required floor and unload the entire elevator contents into the vestibule next to the elevator so the elevator is available for use by others. Do not prevent the elevator door from closing with a

blocking device. Release the elevator. There is a key that is available to hold the door open if necessary.

#### 34. SHOPPING CARTS

- A. No one shall be permitted to bring shopping carts from stores into the building or leave them on the Association property.
- B. Personally owned small carts (e.g. folding carts) may be used by residents, provided that they are not left in common areas when not in use.

#### 35. SERVICE ANIMALS AND/OR RESIDENT

- A. The animal must be licensed and current with all required shots and vaccinations and the Board shall require proof of same be provided by owner as verified by a licensed veterinarian. A photocopy of these documents as well as a current photo of the animal shall be kept in the office and be current.
- B. The animal must be on a leash at all times when outside the owner's unit.
- C. The owner must pick up all animal waste immediately and dispose of the waste properly. The Board reserves the right to designate a dog-walking area within the community.
- D. The animal cannot make noise which disturbs the peace and tranquility of other owners or create a nuisance or danger to others.
- E. Aggressive behavior of the animal will not be tolerated and may result in a demand for immediate removal of the animal.
- F. Assistance animals must be properly licensed per applicable County and/or State regulations, and a copy of same is to be on file in the office.
- G. If the Board receives a written complaint(s) regarding failure to abide by the restrictions listed above, the Owner will be notified in writing of the complaint(s) and directed to correct the problem. If the Owner fails to correct the problem, and the same problem persists, the Board may take appropriate action to have the animal removed. If the Board receives a written complaint(s) regarding failure to abide by the restrictions listed above, the resident will be notified in writing of the complaint(s) and directed to correct the problem. If the resident fails to correct the problem, the Board may take appropriate action to have the assistance animal removed.
- H. The resident shall indemnify and hold the Association harmless for any damages or property loss caused by the assistance animal, and shall promptly reimburse the Association for any costs incurred by the Association to make repairs as a result of or arising out of the assistance animal being on the premises.
- I. To the extent it is necessary to institute legal action to enforce the provisions herein, the resident shall bear any reasonable attorney's fees and costs incurred by the

## **ENFORCEMENT & CONSEQUENCES**

Violations should be reported in writing to the Board of Directors, at the Official Mailing Address of the Association. All complaints must be signed, and show your name and unit number. Please provide a telephone number where you can be reached for follow up.

Minor infractions will be brought to the attention of the person or persons involved by an officer(s) of the Association, or other person designated by the Board of Directors. Repeated infractions and violations of a more serious nature will be referred to the appropriate committee and/or the Board of Directors for action, as follows:

- A. A written notice of any violation by the owner, owner's family, tenant or guest will be sent to the unit owner. The owner has 30 days to correct the violation or present to the Board of Directors and Management Company any disagreement regarding the violation.
- B. After 30 days, if the violation has not been corrected, the matter win be referred to our attorney for legal action.
- C. The owner will be held responsible for all costs incurred by the Association, including legal fees.
- D. Failure to pay the costs will result in further legal action under the Governing Documents.