

Belles Terres

Rules & Guidelines

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Belles Terres Rules & Guidelines

Following is a list of Rules & Guidelines for all Belles Terres Residential units located at 1050, 1060, 1100, 1110, and 1120 N Farnsworth

Introduction:

These Rules have been adopted by the Board of Directors of Belles Terres Condominium Association to provide for the management, use, and conservation of the properties and for the health, comfort, and safety of Owners. The Rules are binding to all Owners, occupants, and residents, including their families, visitors, and guests.

Except as otherwise stated herein, violations of the covenants of the Declaration, Bylaws, or Rules ("Regulations") will result in fines being assessed as follows: the first violation will result in a \$50 fine, the second violation a \$100 fine, and a \$150 fine for each additional violation. The first time a covenant of the Regulations is violated, at the discretion of the Complex Management, a warning may be issued to the Owner. A warning will not be issued for violations of a one-time nature, and a fine may be assessed. An example of this is parking in a loading zone with a fine shown on signs. In addition, the Association reserves the right to take additional action, levy additional fines or fines of a higher dollar amount for serious and/or continuing violations.

Fines will not be waived unless the facts of an alleged violation are in dispute.

All violations of the same Regulation by anyone in the unit will be aggregated and will be the responsibility of the Owner. The Association also reserves the right to recover its costs of enforcing the Regulations from any Owner found to be responsible for violations of any Regulations.

General Provisions:

- Reference to Owner, Occupant, Tenant, Lessee, or Resident shall include the other.
- All rules, regulations, restrictions, and covenants contained in the Condominium Association's or the Master Association's Declaration and Bylaws are incorporated by reference and made a part of these Rules ("Regulations") and are subject to the enforcement policies set forth in the final section herein.
- To the extent that the provisions of applicable law, City of Aurora ordinances, or the Regulations are in conflict, applicable law supersedes, followed in order by the Declaration, Bylaws, and Rules.
- Exceptions to the Regulations can be made only by the Board, upon a written request by the Owner.

Obligations & Responsibilities

A. Owners shall:

1. Maintain the Common Elements and units, furnishings, balconies, fixtures, and appliances in a clean, sanitary, and safe condition, free of litter and in compliance with local building codes.
2. Not place on the Common Elements any furniture, plants, animals, or any other thing that harbors or attracts insects, rodents, or other pests, nor poses a fire safety hazard.
3. Owners shall conduct themselves, and shall inform other persons on the premises, that they shall conduct themselves in a manner that:
 - a. Will not disturb the neighbors' peaceful enjoyment of the premises (nuisance clause)
 - b. Is not illegal
 - c. Will not injure the reputation of the building or its occupants.
4. Upon moving in, as requested by the Association, and whenever there are changes, promptly provide the Association with complete information on all owners and occupants of Units, including names, addresses, phone numbers, emergency contact information, service/companion animal in the unit, and vehicle makes, models, and license plate numbers.
5. Non-resident owners must notify the management office when they leave and must provide emergency contact information, including the real estate agent's contact information if the unit is listed for sale. It is the responsibility of the Owner to make arrangements with the management office regarding where mail should be sent, and the Association is not responsible for mail not received at the last address provided to the Association by the Owner.
6. Annually, by the renewal date, provide the Association with a copy of their current insurance certificate showing proof of insurance on the Betterments and Improvements, contents, furnishings, and personal property in the Unit, personal property stored elsewhere on the Property, and the Owner's personal liability, wherever possible Belles Terres shall be listed as an interested party on insurance for verification.
7. Not allow unexpected persons into the buildings to maintain the security of our buildings
8. Not use fireworks including sparklers anywhere on Belles Terres Complex
9. Use only standard entry & exit points from the buildings. Fire exits from the building are to be used for emergencies only and not for normal entrance or exit from the building. In the event of a fire emergency, upon pulling the fire alarm, it will release the magnetically controlled fire doors and will sound the building fire alarm. The steel fire doors at the end of the hallway are to be kept closed for fire containment. The fire exit stairways may be used to move equipment and/or furniture that is too large for the elevators at the discretion of the office.
10. Be responsible for repairs to limited common areas such as balconies, balcony rails, patios, patio supports, external doors providing access to units, external door frames, windows, and water pipes off of the water stack. To ensure no damage is caused to any other unit, please advise the complex manager prior to any remodeling or work of any kind being done in your unit. .
11. Handle trash in a responsible way, such as notifying the office for bulky items to be disposed, such as large furniture, appliances, carpeting, and other building materials. In addition, usage of the garbage chutes, where available, shall be limited to small sealed bags. Clogging the chute is considered damage to the Commons. Debris should not be swept off Balconies.
12. Maintain any storage areas while in use, ensuring the storage unit is free of litter when use concludes. Only one storage area is permitted per unit and is assigned by the complex manager including the storage units on each floor of 1050 and 1060. The entrance to each storage area is to remain uncovered if it is not a solid door. Nothing flammable is to be in the storage areas.
13. Ensure that children do not play in the garage, parking lot, driveway, elevators, or hallway
14. Not smoke in any common areas of any building. Smoking is prohibited within 15 feet of any doorway, window, or ventilation intake as mandated by the Smoke Free Illinois Act.

B. Occupancy of Units

1. Units are owner occupied, unless unit falls under the "Grandfather" clause or occupied by Immediate family members, defined as parents, grandparents, children, grandchildren, or siblings
2. If a grandfathered unit is sold, it will lose that status.
3. No Home shall be used for hotel or transient purposes including but not limited to Airbnb.
4. An Owner must notify the office of any person who will be visiting in their home for more than 30 days and a background check is to be ran at the owner's expense..
5. Each violation of the occupancy rules will be subject to a fine of \$150.00 for each month that the violation continues, or higher fines as determined by the Board.

C. Balconies / Patios, Unit Exteriors & Decorations

1. Continuity of structure must be maintained when repairing broken glass or replacing windows and/or patio doors.
2. Holiday / seasonal decorations may be put up no more than four (4) weeks prior to and must be removed no later than four (4) weeks following a given holiday.
3. Decorations in the hallways are restricted to the unit door only. There shall be no obstructions permitted in the hallways, lobbies, elevators, or exits.
4. Exterior Doormats in Common hallways are a fire hazard and prohibited by the Fire Marshall.
5. Only patio furniture, planters, or grills maybe kept on balconies / patios. Balconies may not be used for storage or laundry.
6. Planters must be maintained and fit within the aesthetics of the buildings. Dead or dying plants must be removed immediately. Plants cannot exceed the ceiling height of balcony or hang over the balconies, plants and vines may not be allowed to climb on doors, screens, brickwork, columns or balcony railings. The Association has the right to require owners to remove any plants not maintained or not in conformance with the Rules.
7. All items likely to be blown off, bang, or rattle during heavy winds shall be fastened down or removed.
8. Nothing else other than the specified uses, may be hung from, through, or over balcony railings, columns, or ceilings, affixed to the buildings, fastened to the walls or floor of the balconies, or used to cover the balcony floors (use of mesh prohibited) with the exception of flower boxes which may be hung on the railings provided that they do not interfere with the integrity of railings and do not create a safety or maintenance concern.. The use of hooks drilled into concrete balconies while NOT recommended if used must be: ***a rubber grommet to close off any opportunity for moisture to infiltrate the openings. It is also recommended that the owner wishing to drill should get a written agreement with the owner above stating they (owner below) assumes responsibility for any damage or structural issues which may incur due to said act.***
9. Balconies must have snow shoveled off in the winter using plastic shovel. Any balconies not cleared of snow within 24 hour of snowfall will be cleared by maintenance department at a charge of \$15 per occurrence.
10. The use of any implement used to chip ice or snow or any ice melting agent such as salt or other chemical is strictly prohibited
11. As per current state and federal laws, a State or Federal flag can be hung from wooden columns (where applicable), and/or a satellite dish can be fastened to a railing without creating a safety or maintenance concern. Antenna and/or satellite dish may not exceed the balcony height.
12. Signs are not allowed in windows, on Limited Common, or Common elements.
13. With the exception of Christmas trees and carpeting, balconies are not to be used to dispose of any items. Items thrown over the end of the balcony are to be taken to the trash pickup area immediately
14. Temporary window coverings such as sheets, bedspreads, blankets, etc., must be removed within thirty (30) days after occupancy. The owner or occupant has the responsibility to immediately repair broken windows and screens. Torn or unsightly window coverings are not permitted. It is the Owner's responsibility to maintain all screens and windows in working order. Popped out screens and screen doors are not permitted.
15. For information regarding the placement of an HVAC system on the Balcony, see HVAC
16. AC window units or AC venting within or through the windows are not allowed

17. Future installations of water-based AC units is prohibited.

D. Grills

1. Aurora Fire Ordinance - "Grilling on decks of multi-unit complexes using open flame cooking devices is not allowed in the City of Aurora. However, some balconies can use propane and all can use an electric grill. Those that can use propane grills are: balconies of 1050, 1060 and 1110. With the exception of electric, no grill of any type is allowed for use at buildings 1100 & 1120. Propane grills may be used at 1100 & 1120 but only if they are moved at least 10 feet from the buildings. The grill located on the pool patio can be used by any resident.
2. Anyone violating the provisions of this section will be subject to the following fines and will also be reported to the City of Aurora.
 - a. \$250.00 for the first offense
 - b. \$500.00 for the second offense
 - c. \$1,000.00 for the third and subsequent offenses
 - d. * Plus actual costs incurred for any reason. The Board has the authority to amend these amounts at any time.

E. Parking and Garage Areas

1. General

- a. Each owner will be granted two parking tags. Unit owners who currently have a third vehicle sticker at the time of these rules becoming effective will be grandfathered.
- b. Temporary tags are issued by the office when any Owner/resident has an overnight visitor. The tags are dated. If the visitor will be staying after the end date of the tag, the Owner must request another tag from the office or the vehicle will be towed. The temporary tag must be displayed on the dashboard or the mirror. Vehicles violating the parking regulations are subject to being towed at the owner's expense. Owner vehicles parking in non-parking spaces are subject to additional fees and fines.
- c. Parking is not permitted in any driveway or area of the parking lot not designated for parking
- d. It is the responsibility of the Owners to inform their visitors of the parking rules
- e. Vehicle repair, modification, restoration, or harvesting of parts is not allowed on the premises except for emergency repair (i.e. repairing a flat tire)
- f. Vehicles in non-working condition or without current license plates are not permitted on the premises. Vehicles must be moved every 30 days within the parking lot as proof of working condition. Vehicles of noticeable disrepair (broken windows, flat tires, etc.) must be repaired or be designated to be a non-working condition.
- g. In addition to these provisions for enforcement and the violation and fines policy, the Board shall have the authority to tow vehicles that are parked in violation of these rules under the following circumstances:
- h. When a vehicle has been abandoned as defined by the Illinois Motor Vehicle Code and a notice of such violation was affixed to the vehicle for at least 7 days, the vehicle may be towed without further notice to the owner and at the owner's expense
- i. When a vehicle is parked in such a manner as to present an immediate danger to the property or to the health, safety, and welfare of any person thereon, the vehicle may be towed without notice to the owner and at the owner's expense
- j. When a vehicle is parked in violation of any of these Vehicle Rules and the owner of the vehicle has been found to be in violation on 2 prior occasions, the vehicle may be towed upon the occurrence of the third and each subsequent violation at the owner's expense

2. Designated Parking Option

- a. Designated parking spaces within the community require a parking tag and are only to be used by Owners, residents, long-term guests staying in a unit.

- b. Designated parking spaces within the community require a temporary tag and are only to be used by guests. Owners, residents, long-term guests staying in a unit are not allowed to park in these spaces. However, the Association's vendors are permitted to park in those spaces. A guest shall not be permitted to park a vehicle overnight in a guest parking space for more than seven consecutive nights
- c. Each Owner will be issued one temporary tag from the management office
- d. Temporary tags are good for up to three (3) days and can be extended if necessary by the office. The temporary tag must be displayed on the dashboard or hung from the mirror
- e. Owners/residents/guests of Owners may park no more than four vehicles in any parking lot at any time

3. Garages:

- a. All vehicles must display the appropriate parking tag provided by the office.
- b. A storage cabinet that meets the following criteria established by the board may be used providing that the vehicle parked there does not exceed the length of the striping.
 - a. Must be gray in color
 - b. Cabinet Dimensions are to be: 36" x 18" x 72"
 - c. Must be freestanding and not mounted to walls
 - d. Must have doors
 - e. No more than two (2) cabinets per parking space
 - f. Cabinets must be in front of your space and not stored alongside or above your space
 - g. No items can be stacked on cabinets
 - h. No flammable materials or liquids may be stored in the cabinet.
- c. Anything stored in cabinets and in the garage space are at the owner's risk. Belles Terres accepts no liability for anything stored in the garage area
- d. No shelving, storage tubs, cardboard boxes are to be stored in parking spaces.
- e. Two wheeled vehicles such as motorcycles and bicycles may be parked in the space along with a four wheeled vehicle providing the length does not exceed the length of the striping
- f. Hooks of any type may not be anchored into the concrete walls in front of the vehicles nor from the rafters above the vehicles
- g. No RVs, trailers, boats, or vehicles with more than four wheels may be parked in the garage
- h. Unless previously mentioned no other items may be stored in your garage space with the exception that folding storage carts are allowed.

4. Parking Lots:

- a. Tags are required for all owner vehicles and must be displayed on the upper left corner of the rear window
- b. Parking for Owner/resident parking is first come/first served
- c. Overnight visitors must have a temporary tag issued by the office
- d. Guest parking is first come/first served
- e. The southern edge along the fence line and with the associated handicap spaces shall be leveraged for clubhouse events and is also to be used for guest parking.
- f. During clubhouse events failure to adhere can result in the loss of deposit and/or future use of the clubhouse

F. Service/Companion Animal Rules and Guidelines

- 1. It is recommended and in your interest to have your service/companion animal micro-chipped.
- 2. Vaccinations must be in accordance with City of Aurora Animal Ordinance Section 9-8. Tags are to be displayed on the collar of the service/companion animal at all times. Proof must be provided to the office annually.
- 3. Licensing of the service/companion animal must be maintained in accordance with City of Aurora Animal Ordinance Section 9-3. License is to be displayed on the collar of the animal at all times. Proof must be provided to the office.

4. Service/Companion animals while outside of the home must be kept on a leash at all times, and cannot be allowed to run freely.
5. In accordance with City of Aurora Animal Ordinance Section 9-17, the owner is responsible for the removal and sanitary disposition of waste by his animal. When walking your dog please make sure that you have on your person a means for the removal of such waste and dispose of immediately.
6. Walking of service/companion animal on property is restricted to the area along the north and south fence lines.
7. Noise Policies and City of Aurora Animal Ordinance Section 9-11 apply.
8. Owner is to ensure that animal follows any other guidelines not mentioned but are covered under the City of Aurora Animal Ordinance.
9. Failure to comply with these specific policies will result in fines being assessed in the format indicated in the complex policies.

G. Emergency Access, Inspections, and Repairs to Units

1. If the act or omission of an Owner, family member, service/companion animal, occupant, or visitor of such Owner, causes damage to the Common Elements or a Unit(s) owned by others, the Association shall repair or replace such damage at the Owner's expense when the Owner has failed to correct the damage. In addition, the Association will assess the Owner an administrative charge of two hundred dollars (\$200.00) or ten percent (10%) of the cost of labor & materials, whichever is greater.
2. Failure to pay the costs and expenses associated with correcting the damage and/or the administrative charge may result in the Association bringing suit in a Court of Law to enforce the collection of said amounts or to foreclose a lien as provided by law in the Illinois Condominium Property Act. Costs related to the suit, interest, and reasonable attorneys' fees may be added to the amount due.
3. Owners must cooperate and allow access to their units when necessary for fire inspections, maintenance, and to investigate or correct a problem affecting Common Elements or another unit. Failure of an Owner to provide access to his Unit for scheduled inspections or maintenance will result in a charge to the Owner for the maintenance staff time as per the current fee schedule and a \$100 fine.

H. Assessments and Other Charges

1. Monthly assessments are due on the 1st of each month
2. The Association will charge a late fee of 4% on any monthly assessment and other outstanding balance that is unpaid after 30 days from the due date. Unless payment arrangements have been made.
3. The Association may turn the account over to an attorney for collection or bring suit in a Court of Law to enforce the collection of assessments, late charges, and/or other charges or to foreclose a lien as provided by the Illinois Condominium Property Act, Common Interest Community Act, and related law. The Owner will be responsible for paying any attorney/collection fees, court costs, other costs related to the suit, legal interest, and reasonable attorney's fees.
4. A service charge will be assessed on returned checks (\$35) and (4%) on credit card payments

I. HVAC Guidelines

Water Cooled Conversion to **Compressor/Condenser** HVAC, for 1050, 1060, and 1110 buildings:

1. Homeowner must notify the office before work can begin
2. Contractor must meet with complex manager before work can begin to review guidelines
3. Owner is responsible for all permits
4. Contractor must be bonded and insured, proof of which must be provided before work can begin
5. **Condenser** size must be 36"x36"x40" or less
6. **Condenser** should be light gray to black in color
7. **Condenser** to be placed on the outside end of the balcony on a sound absorbing mat with piping to be installed at the base of the wall
8. All piping must run inside the unit

J. Moving In/Out Guidelines

1. All Buildings:
 - a. Moving hours - 8 am - 8 pm, Monday – Sunday
 - b. Moving cart are available from the complex manager for a \$50 deposit
2. 1050/1060/1110
 - a. See complex manager for elevator pads before beginning
 - b. Furniture is to be moved through the garage to elevator
 - c. Unload elevator into hallway and release elevator at every load
 - d. Do not leave garage door open and unattended
 - e. Do not leave vehicles unattended in garage
 - f. Furniture too large for elevator may be moved through fire exit during normal business hours Monday – Friday. See complex manager for access.
 - g. Break down all cartons and place in recycle dumpster in basement
3. 1100/1120
 - a. Do not leave the outside main door propped open and unattended
 - b. No vehicles allowed on lawn

****NOTE:** These guidelines also apply for furniture delivery

Failure to follow these guidelines may result in fines of \$50 per violation and/or additional charges for repairs.

K. Clubhouse Rental

1. Clubhouse is available for rental daily during the hours of: 10:00 am – 10:00 pm
2. Total attendance can be no more than fifty guests.
3. Rental fee is \$75 and must be paid at least 15 days prior to the event whenever possible.
4. If date is cancelled a seven day notice is required in order to receive the rental fee back. Failure to give appropriate notice will result in the loss of the \$75.00 rental fee.
5. Security deposit of \$200 is due the day prior to the party and before keys will be given out.(refundable in full if there are no damages or rule violations)
6. The Host Resident is required to be present during the entire event and is responsible for the actions of their guests. People attending must conduct themselves in a fitting and proper manner
7. The resident must see that the Clubhouse is left clean and orderly. All dishes, garbage and food must be removed. If the maintenance department has to clean the premises and remove garbage, the cost will be deducted from the security deposit. Any damage over \$200.00 will be charged to the unit owner.
8. Any refund will be refunded in full after rental if facility is clean with no damage, key is returned, and all other Regulations were adhered to. If any damages totaling more than deposit, owner will be billed the difference.
9. Clubhouse key to be picked up by resident on a business day prior to rental and can be placed in the mail slot after clean up completed
10. Host resident required to be present from decorating through clean up. If host resident is found to not be in attendance, host resident will be banned from further rentals for a period of one (1) year.
11. Clean up includes tables, floors, counters, stoves and anything used
12. NO decorations which includes tape is to be hung on the door or door frames
13. All parties, gatherings and meetings must be concluded, cleaned up completely, and all possessions removed by the time indicated on this form.
14. Live bands are not permitted. Stereo equipment in the clubhouse may be used, but such music may not be noticeable twenty (20) feet from the clubhouse building. The resident is responsible for any damage to the clubhouse, its furnishings or its game tables

15. The swimming pool / patio area is not available to guests when renting the clubhouse.
16. After an "Inspection" by the Complex Manager, the security deposit will be refunded, if no violations have been found.
17. The key to the clubhouse can be picked up the day of the party and must be returned the following workday.
18. The clubhouse is not to be rented for wedding bachelor/bachelorette parties.
19. NO SMOKING – The clubhouse is a smoke-free environment. Violations will result in a fifty (\$50) dollar fine
20. Bounce houses will be allowed as long as proof of insurance is shown on rental agreement.
21. Guest parking is restricted to the fence line on the far end of the south parking lot.

L. Pool Rules

1. Open Monday - Friday, 8:30 am - 8 pm and Saturday and Sunday, 10 am - 8 pm
2. Exercise group in pool Monday - Friday 10-11 am - limited usage during this time
3. Pool attendant has authority to request those not observing rules to leave the area
4. No street clothes are allowed in the pool with the exception of swim shirts
5. No large inflatable objects. Small child ones are allowed
6. No alcohol allowed in pool area
7. No cans, glass or food allowed in pool area - only water or drinks with no sweetener
8. No smoking allowed in pool area
9. No running on pool deck
10. No jumping or diving into the pool
11. No rough housing
12. No music on the pool deck
13. No pulling or laying on the rope
14. No after hour use of the pool allowed or when the gate is locked
15. No private parties
16. Restroom facilities are available in the clubhouse. Use front door of clubhouse for restroom when a party is present.
17. Children under 2 years of age must wear plastic pants or plastic covered diapers
18. Guests accompanied by residents welcome at \$1 each up to 4 per unit

M. Patio Use

1. The area referred to as the patio is located between the clubhouse and the pool fence
2. Available seasonal to residents from Monday - Friday, 8:30 am - 8 pm and Saturday and Sunday, 10 am - 8 pm
3. Last ones on the patio are asked to lock the gates located on the north and south sides
4. The grill is available for resident use - sign up with complex manager or pool attendant
5. Guests are allowed on the patio with residents
6. Residents wishing to picnic on the patio are required to clean up their area
7. Children under the age of 16 are required to be accompanied by an adult
8. Do not use glass containers or dishware on the patio
9. West clubhouse door off the patio is locked when there is a party
10. Restroom facilities are available in the clubhouse. Use front door of clubhouse for restroom when a party is present.
11. No radios or music unless headphones are used.

N. Belles Terres Amenities

1. **Laundry rooms** are provided for your convenience and comfort. Please follow these simple guidelines:
 - a. Please throw all trash and lint in the trash can provided
 - b. Remove lint from the dryers after every use
 - c. Please turn off the lights when you leave, if not done via timer

- d. Report any problems with the washers or dryers to the office
 - e. Any items found unattended in laundry rooms will be held for 1 week after which disposed
 - f. If something is missing from the laundry room, please check with the office
2. **Maintenance** - Emergency or routine unit maintenance is optionally available to unit owners for a fee.
- Emergencies**
- 1. Call office at 630-898-6969
 - 2. During office hours, the complex manager will dispatch maintenance to assess the situation
 - 3. Maintenance will advise if a fee is involved per the current fee schedule
 - 4. If maintenance will provide the repair and not immediately, the complex manager will schedule
 - 5. If office is closed, call number above and answering service will page maintenance
 - 6. Maintenance will call to assess situation over the phone and proceed as needed

Maintenance can be scheduled for routine tasks by calling the complex manager to schedule.

Maintenance Fee Schedule

1-15 minutes	\$15
16-30 minutes	\$30
31-45 minutes	\$45
46-60 minutes	\$60

Any cost of parts is billed at the purchase price.

Billing will be sent one (1) week after the date of the service and payable upon receipt.

O. NPO Clubhouse Use Policies

The clubhouse is available for use by resident-sponsored non-profit organizations (registered 501c3) for meetings at no charge utilizing the following policies:

- 1. Date(s) that exclude weekends or holidays or board / committee meetings
- 2. Date(s) must be reserved through the complex manager
- 3. Key must be obtained from the complex manager no earlier than the day prior to the event
- 4. Resident must be in attendance for the entire duration of usage
- 5. Maximum capacity is 50 persons
- 6. Meeting and clean up/break-down must be completed by 10:00 pm
- 7. Resident is accountable for set-up, break-down, and clean up including taking out any trash and cleaning of the floors

P. Procedures Regarding Enforcement of Regulations

- 1. Any complaint alleging a violation of the Regulations must be made to the management office in writing.
- 2. The Owner shall be sent a “Notice of Violation”, and a fine may be assessed. If serious consequences may occur by delay, the Association’s attorney shall take such actions as necessary to protect the Association’s interests. All expenses incurred will be assessed to the Owner.
- 3. If the Owner wishes to request a hearing to dispute the facts of an alleged violation, the Owner must submit a written “Request for a Hearing” within one (1) week after the Notice of Violation has been served on the Owner. If no request for a hearing is filed within one (1) week of notification, the right to a hearing will be considered waived, the allegation deemed admitted by default, and appropriate sanctions imposed. Fines will not be waived due to financial hardship, not knowing the Regulations, the owner assuming that the Regulations didn’t apply, lack of previous fines assessed against the owner, etc.

4. Within two (2) weeks after receiving a written request for a hearing, it shall be held before the Board or a committee authorized by the Board ("Panel") in Executive Session. The Panel shall consider the arguments and evidence and then make its determination by a majority vote, which shall be final and binding on the Owner.
5. If an Owner is found to have violated the Regulations, or is otherwise liable for a violation, the Owner will be notified of the Panel's findings and the following shall occur:
 - a. If it is the first violation, the Owner will be assessed a fine of \$50.00. If it is the second violation of the same item, the Owner shall be assessed a fine of \$100.00. If three (3) or more violations have occurred, a fine of \$150.00 shall be assessed for each. All violations of the same Regulation by anyone in, or a guest of, the unit will be aggregated, regardless of who committed the violation
 - b. If it is a first-time violation, the Board of Directors or Panel may elect to waive the imposition of a fine, in which case the Owner shall be given a written warning.
6. Any notice or demand to be given hereunder shall be deemed to have been given to the Owner if by personal delivery, electronic delivery, or by mail two (2) days after deposit with the U.S. Postal Service, provided that it was sent to the Owner's address or email address on file.
7. The remedies hereunder are not exclusive, and the Board may in addition take any action provided by law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations and/or to collect all amounts charged to the Owner.
8. Any failure by the Board to insist upon the strict performance by any Owner of any terms hereof shall not be deemed to be a waiver, and the Board shall have the right thereafter to insist upon the strict performance by the Owner of any terms of the Regulations. An Owner shall not be relieved of such obligations by reason of the failure of the Board to comply with any request of the Owner.