

**TWIN OAKS  
MANOR  
CONDOMINIUM  
ASSOCIATION**

**RULES AND  
REGULATIONS  
AMENDED  
June 2023**

## GENERAL POLICIES

1. Residents shall not do or permit anything in the premises, or the building of which it forms a part, or bring or keep anything therein which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the fire department or the fire laws or with any insurance policy on said building or any part thereof, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and intended use of the premises, which are or may hereafter be enacted or promulgated by any public authority or by the Board of Fire Underwriters.
2. Residents shall not bring into or keep any explosive or obnoxious substance, excelsior, or other flammable or combustible matter upon the premises (private or common).
3. Enough heat will be provided by Owner/Tenant year-round so as to assure there is no freezing or damage to plumbing.
4. Owners will be responsible for damage caused by their children, guests, tenants and/or pets.
5. Owners will pay all collection, legal and court costs incurred by the Association in collecting past-due utilities, common charges, assessments or fines. There shall be a service charge on all NSF checks.
6. All storage bins are to be used for personal storage; the Association is not responsible for loss or damage to articles. No flammable or combustible items are to be stored. Residents shall provide their own locks. The Association reserves the right to have these items removed if they present a danger to the building.
7. Abandoned items will be the responsibility of the unit owner to dispose of.
8. The Association retains the right to have access to all gas meters and will assume the responsibility of repair or replacement of gas meters only.
9. Hallway electrical outlets are not to be used.
10. Gas usage charges will be paid monthly to the Association. The monthly fee will be based on an annual budget, to be adjusted from time to time to reflect any change in gas charges from the utility company. The meters will be read annually by the Owner/Tenant who will report those readings to the Association. The Association retains the right to read the meters if there is a discrepancy. The payments are to be adjusted annually to reflect any over or under payment to the Owner/Tenant.

11. The sidewalks, entries, courts, corridors, vestibules, passages and stairways shall not be obstructed or encumbered. Items left in common areas will be disposed of (without notice.)
12. Residents shall not use the premises for disorderly and/or immoral purposes, and/or in violation of any Federal or State Laws or Township ordinances in force or which may be hereafter enacted.
13. Residents shall not use any other method of heating or air-conditioning than that originally installed.
14. Residents shall not cause any unnecessary labor, by reason of carelessness and indifference to the preservation of good order and cleanliness on the common areas and in the buildings of which they form a part.
15. Residents shall not use, or permit others to use, the water closets, basins and other plumbing fixtures for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other improper articles be thrown into same.
16. The unit owner of the source of the leak is responsible to repair the damage in attached (affected) units. The unit owner of the source of the leak will be held liable for cost of repair and other damage of attached units resulting therefrom.
17. Owner shall be responsible for any damage to lawns or trees created by children or guests. Walkways and steps are to remain free at all times of lounge chairs, blankets, toys, etc.
18. No loitering at front entryways will be permitted.
19. Residents must make arrangements for package delivery with the delivery carrier. The Association will not be held responsible for packages left unattended. Packages cannot be left in the Association office.
20. All doors are to remain in the closed position. Do not prop open any doors. All rear emergency exit doors are to be kept closed and not used for entry exit, except in the case of emergency.
21. Residents may post articles of interest or items for-sale on entry bulletin boards; however, all postings will be at the discretion of the Board of Directors. Any inappropriate postings will immediately be removed.
22. No signs of any kind may be displayed anywhere on the property and no for-sale signs may be displayed in any windows.
23. Owners **MUST** have smoke detectors installed in their unit and insure they function properly.

24. Smoking is permitted only within an individual's unit, on balconies, patios and outdoors. No smoking is permitted inside any building's common areas. Cigarette butts must be properly disposed of. Violators will be fined.

## VEHICULAR REGULATIONS

1. There is a 14 MPH speed limit throughout the Twin Oaks Manor community.
2. Parking is prohibited on all lawns and fire lanes.
3. Inoperative or unlicensed, unregistered vehicles left on the property for more than 48 hours will be towed at the owner's expense.
4. A designated parking spaces is assigned to each unit. Residents are required to park in their designated numbered space. Residents are also required to inform their guests to park in the unnumbered spaces. If a resident owns more than one vehicle, the second vehicle must be parked in an unnumbered space or the clubhouse parking lot.
5. Residents are permitted to have a total of 2 vehicles per unit.
6. Owners/Tenants shall not wash cars on the premises.
7. No commercial vehicles, trailers, RV vehicles, boats, etc. will be parked on the property.
8. Homeowners/Tenants are responsible for moving cars for snow removal if necessary.
9. When parked, each vehicle MUST occupy only ONE parking space.
10. All vehicles must be properly licensed and registered and be in good working order.
11. Any vehicle that is causing damage because of malfunction, leaking oil, gas, etc., will be removed, with proper notification, by the Association.
- 12. All Homeowner/Tenants shall provide the Association with the make, model, year and the license plate number of their vehicles in order to obtain a new parking sticker. Failure to comply within 7 days of occupancy will result in a \$200 fine.**
13. No vehicle repair work of any type is to take place on Twin Oaks Manor property, except changing flat tires.
14. Any vehicle parked in a non-designated space / area will be subject to towing at the vehicle owner's expense, without further notice.
15. Residents will adjust the location of their vehicles when common area maintenance is required, including snow removal, tree trimming.
16. Moving trucks and storage moving pods may be on the property no longer than 48 hours and must be in owner/residents respective numbered parking slot.

17. Charging of electric vehicles is prohibited.

## PET RULES & REGULATIONS

1. Tenants (rental units as defined under Leasing) are not permitted to have pets.
2. Only domesticated pets (i.e., dogs, cats, fish and birds) are permitted to be kept within any unit. No pets may be kept, bred or maintained for any commercial purpose. No exotic animals are permitted at any time. A maximum of two pets are permitted.
3. Pets must be leashed and under the owner's control at all times while in any common area. In no instance is a pet permitted to run free in the hallways or on any common area.
4. Pets are not permitted to be chained or tied outside the unit or at any location within the Community.
5. Pet owners must remove any excretion of a pet upon the common or limited common elements immediately after it has been deposited and dispose of same in a sanitary manner.
6. No pet shall create a nuisance or unreasonable disturbance, including but not limited to continual barking, unleashed, chasing, biting, destruction of property, excessive odors, etc.
7. Pet owners must protect the property from damage caused by their pets and are liable for damages that occur. Unit Owners will be responsible for damage caused by their pets, or the pets of their guests and tenants.
8. No bird feeders on balconies or patios. No pets shall be left on balconies or patios.
9. Residents are prohibited from placing food or seed out for birds or other animals to consume. Due to the feral cat population on the property, this policy will be strictly enforced.
10. The Association reserves the right to require owners to permanently remove any pet that is deemed a nuisance or is considered to be dangerous, excessively noisy, or objectionable to any degree as to disturb other residents.
11. No pets are permitted in the clubhouse or pool areas.
12. All pets must be fed inside units. Feeding of stray animals in any common area is strictly prohibited. The Board of Directors may appoint a Committee to deal with stray animals and designate areas for Committee members only to feed stray animals as part of an overall program designed to curb the stray animal population.

13. **All pets must be registered with the Acri office. A copy of the pet's license and vaccination records must be submitted to the Acri office within 10 days of obtaining a pet. (amended 8/29/22)**

## NOISE

1. No owner shall make or permit any noise \* including pet noise \* to be made that will disturb or annoy other residents or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other residents.
2. The residents shall not cause or permit the blowing of the horn of any vehicle of which a guest or family shall be occupants.
3. Residents should contact the Police Department to report any excessive noise disturbance. A written complaint should also be filed with the Management Company describing the incident.
4. Owner/Tenant shall not make or permit any improper noises or disturbances of any kind in the building by him/herself, family, friends, nor produce objectionable odors, nor permit anything to be done by such persons that will interfere with the rights, comfort or convenience of other Owners/Tenants. Quiet times are 10pm to 8am.

## Trash Disposal

**GARBAGE:** You are not permitted to put discarded carpet, appliances, furniture or mattresses in the dumpster area. You are responsible for removing such items from the property at your own expense. Large cardboard boxes must be broken up and put into the dumpster. No garbage should be left on the ground around the dumpster. All items must be inside and the lid must close or Vogel Disposal Service will not empty the dumpster.

Trash includes two types – Recyclable and Other (Non-recyclable).

By Law, Condominium Complexes must provide receptacles for recycling. Attached are Recycling Guidelines for your reference.

The following rules pertain to Non-Recyclable trash.

1. All non-recyclable garbage and refuse shall be deposited with care in refuse containers intended for such purpose. Small boxes, and cardboard boxes (such as pizza boxes) shall be broken down or flattened before being placed in the dumpsters.
2. Christmas trees or similar bulky items shall be cut into reasonably sized pieces before being placed into the dumpsters.
3. In disposing of trash in the disposal containers provided by the disposal contractor, residents shall dispose of only municipal solid waste in the containers provided by the contractor, in accordance with the contract signed by the Association.  
The contract provides that the contractor “shall not accept, nor dispose of toxic or hazardous waste and material of any nature, including, but not limited to, radioactive, volatile, highly flammable, explosive materials, or any material considered toxic or hazardous by any governmental authority and the same are not to be included in any waste collected” by the contractor.  
The contractor will collect waste of a residual nature, or as a by-product from a manufacturing process, or pathological or infectious waste, only by special permit or authorization from PA DER. Obtaining a permit and issuing an order for collection shall be the responsibility of the owner involved and not the Association.
5. Disposal of large items such as refrigerators, water heaters, furniture, grills, bedding etc., is the responsibility of the individual owners; they are NOT to be placed in or at the dumpsters. Please contact the Management Company to make arrangements for pick up and payment of any above items.
6. Fines will be imposed for improperly disposed of trash.

RECYCLABLE TRASH. (see attachment)

The following recyclable materials are to be placed loose in the recyclable bins:

- a. Aluminum and bi-metal beverage containers.
- b. Steel and tinned food containers.
- c. Plastic milk and water jugs or bottles.
- d. Plastic soda bottles.

\*All food containers should be rinsed out for sanitary reasons. Cans may be crushed to conserve space; however, crushing is not required. Remove all lids, rings, and caps and put in regular trash.\*

## LAUNDRY

The residents in each building are responsible for keeping the laundry room clean for the next person's use. Please follow these instructions:

1. Detergents and liquid softeners should be wiped off the washers. Please clean out the inside of the washer tub.
2. Lint should be removed from the dryer screens and fabric softener sheets should be placed in the wastebasket provided.
3. The wastebasket provided in each laundry room is for laundry trash, not household trash and garbage.
4. When your laundry is completed, please remove everything that belongs to you from the laundry room. Clothes and laundry supplies left in the laundry room after 24 hours will be removed by the maintenance staff and deposited in the trash.
5. If your dryer time is not used up, please let the dryers run on low heat to use up the time. Please do not pull the plugs out of the electrical outlets.
6. The washers and dryers shall be used only in such manner for which they are designed and intended. Hours are from 8:00 am to 10:00 pm.
7. No washers or dryers are allowed within the individual condos.
8. Please remove all items promptly upon completion of cycle. Please clean lint filters after each cycle and ensure washers are clean after each use.
9. If the machines are not operating properly or if you lost money in the machines please call the number posted in the Laundry Room. Give the number of the malfunctioning machine to the operator.
10. Only liquid laundry soap should be used in the washing machines. Pods may be used if placed in drums of washers only. Washers will not absorb powdered soap; therefore, clothes will not be cleaned.

## INSURANCE

1. Residents are encouraged to obtain proper insurance to cover personal property, personal liability and improvements / betterments. Renters are encouraged to obtain a renters policy. Owners should provide their insurance carrier with a copy of the Association's governing documents.
2. Property Insurance maintained by the Association on the common elements and units exclusive of improvements and betterments installed in units is subject to a \$1,000 deductible. Payment of the deductible amount shall be the obligation of the owner of the affected unit. If more than one unit is affected each such unit owner shall be obligated to pay a portion of the deductible which shall be allocated to his or her unit based upon the number of affected units, without regard to the amount of physical loss sustained by each respective unit.
3. The Association will not be responsible for losses of personal property.

## ALTERATIONS / CONSTRUCTION

1. Alteration noise/construction is limited to Monday – Friday from 8am – 8pm and Weekends from 9am – 5pm. If you are remodeling your unit, we encourage you to notify the adjacent units as to when the noise producing work will be done.
2. Owners **MUST** obtain a Certificate of Insurance from any third-party contractor they employ.
3. Owners are responsible for ensuring that anyone working in their unit is qualified to perform the work.
  - a. ALL building materials must be removed from the property by the person doing the construction.
4. Prior written approval of any alteration to the limited common elements including, windows entry doors, patios and balconies must be obtained by the Board of Directors. An Alteration form may be obtained by contacting the Managing Agent.
  - a. Replacement windows and patio doors must be brown, almond or taupe only. Individual unit door may be painted Muskrat Brown shade.
5. Any alterations that change the location of any plumbing and/or walls must be approved in writing by the Board of Directors. An Alteration form may be obtained by contacting the Managing Agent.

LIMITED COMMON ELEMENTS  
PATIOS / BALCONIES / WINDOWS / ENTRY DOORS

1. Residents shall not place any sign or advertising notice on any part of the building or upon any door or window.
2. Residents shall not shake out of any window, door or balcony, or hang out therefrom any carpet, rug or any other article; nor sweep or throw or permit to be swept or thrown from the premises any dirt or other substance into any of the corridors or halls, or stairways of which the premises is a part.
3. Resident shall not erect any outside aerials or equipment in connection with any radio or television installation without the prior written approval by the Board of Directors. An alteration request form must be submitted and approved by the Board prior to installing any outside aerials, satellite dishes or other equipment. No part of any such equipment will be attached in any way to any surface of any part of the building.
4. All window treatments must have white or off-white backs. All windows must have proper window treatments.
5. All screens and windows must remain intact and in good state of repair.
6. No storage on balconies, patios or furnace room. Only patio furniture allowed.
7. No laundry or any other article of clothing to be hung on balconies.
8. No planters allowed on railings.
9. Any alterations made on balconies and patios or any window or entry door replacements MUST have prior written approved by the Twin Oaks Board of Directors. Contact the Management company to obtain an Alteration Request Form.
10. The Association reserves the right to have access to all balconies or patios for repairs or emergency gas leaks.
11. Residents are required to keep the patio/balcony clean at all times.
12. Windows, patios and balconies may be seasonally decorated from December 15 until January 15 only.
13. Small electric or bottled gas grills are permitted on balconies and patios. Grills must be in good clean working condition. Extreme caution, care and common sense are required in their use and storage. Charcoal grills of any size or type are not permitted.

## LEASING

1. All leases or rental agreements shall be in writing. No unit may be leased for less than nine (9) months. **BOARD DECLARE MINIMUM LENGTH OF LEASE**
2. The definition of a rental unit shall be any unit occupied by anyone other than the owner, or their child(ren), parent, grandparent or grandchild(ren) only.
3. Rental units as defined above are not permitted to have pets.
4. Owners **MUST** provide all occupants, whether rental or familial occupants with a copy of the Associations Rules and Regulations within 5 days of signing the lease. Failure to provide such, will result in a **\$200 fine**. All occupants must agree to abide by the Associations Governing Documents and Rules and Regulations. Owners are responsible for the actions of all occupants and guests of their unit.
5. Any unit owner who leases their unit must provide the Twin Oaks Condominium Board of Directors a written copy of said lease within five (5) days of signing the lease. In addition, tenant contact information must be provided as well as all vehicular information. The names of all tenants 18 years or older must be provided. Contact the Management Company to obtain a parking sticker. **Failure to do so will result in a \$200 fine.**
6. When new tenants move in, the owner must pay a \$100 MOVE-IN FEE.
7. Renters are not permitted to have pets of any kind in their unit.

**TWIN OAKS RECREATION AREAS**  
**SWIMMING POOL RULES AND SCHEDULE**

All persons using the Pool and Pool Area do so at their own risk and agree in consideration for the use of the Pool to make no claim against the Twin Oaks Manor Condominium Association, Inc., its directors, agents and contractors for any loss of life, bodily injury or property damage.

1. The Pool Area is defined as that certain area bounded by a chain link fence including the swimming pool, lawn area, deck area and lower rest room areas.
2. The swimming pool will open on or about Memorial Day and close on or about Labor Day. Pool hours will be posted, generally the pool will be open between 11:00 a.m. to 8 PM. \* **POOL DATES / HOURS SUBJECT TO CHANGE.**
3. The swimming pool may be closed at the discretion of the Pool manager, Pool Committee member(s) and/or the Board of Directors due to weather conditions, equipment failure and/or other conditions which may jeopardize the health or safety of any swimmer.
4. Members are responsible for their guests.
5. Use of the Pool Area is permitted at times listed as open. Anyone using the pool before or after the hours posted as open will be deemed to be a trespass of private property and will be reported to the Moon Township Police Department for criminal prosecution.
6. Dogs, cats and other pets are NOT PERMITTED in the Pool Area.
7. Bikes, Skate Boards, Roller Blades and the like are NOT PERMITTED in the Pool Area or on sidewalks.
8. The swimming pool will CLOSE (ALL SWIMMERS MUST LEAVE THE POOL AREA) at the first sign of an electrical storm and at other times deemed necessary by management or the Board of Directors. The Pool Area will reopen at the appropriate time after the storm has cleared.
9. Candy wrappers, food and other waste materials are to be placed in the refuse containers provided for their disposal.
10. Inflatable toys, swim fins, masks and other accessories and/or toys will be allowed in the swimming pool only if they DO NOT INTERFERE WITH OTHER MEMBERS USE AND ENJOYMENT OF THE POOL AREA.
11. Non-swimmers are not permitted in the deep water section of the pool without adult supervision. Children wearing floatation devices must have direct adult supervision while in the water, i.e. within arm's reach.

12. Glass items, of any type, are NOT PERMITTED in the Pool Area.
13. Electrical appliances, of any type, are NOT PERMITTED in the Pool Area.
14. Running and rough play in the Pool Area is NOT PERMITTED.
15. Profanity and intoxication are NOT PERMITTED in the Pool Area.
16. No diving or flips are permitted from the pool side.
17. ANYONE UNDER 16 YEARS OF AGE MUST BE ACCOMPANIED BY AN ADULT.
18. Babies are permitted in the swimming pool only with adult supervision (16 years or older). Disposable diapers of any type are not permitted in the water. Anyone who is incontinent MUST wear a Swimee Diaper.
19. All swimmers must wear appropriate swimming attire; no jeans, cut-offs, shorts, sweatshirts, etc. will be permitted.
20. Before entering the pool, all bathers must observe the sanitary regulations of the Health Department as may be posted by Management. No person with a fever, cold, cough, inflamed eyes, any skin disease or wearing gauze bandages shall be allowed to use the pool.
21. LOUNGE CHAIRS MAY NOT BE RESERVED. Please be courteous to your fellow neighbors and pool Members.
22. Management may remove a swimmer from the water for a period of time or have them removed from the Pool Area for violating any of the rules.
23. Management has the right to eject any person from the Pool and Pool Area for violation of any of the pool rules and regulations or any other unsafe or objectionable behavior. In cases of regular, consistent, or extreme violations of the rules, the Pool Committee shall determine whether privileges to use the pool will be removed or suspended.
24. All pool rules are subject to change without prior notice if conditions, so require.
25. The pool is available for private parties after 8:00pm only with the rental of the clubhouse. A rental fee and security deposit are required in advance. Residents are encouraged to make reservations at least two weeks in advance. Reservations are made through the Management Company.

**TWIN OAKS  
CLUBHOUSE RULES AND SCHEDULE**

1. The Clubhouse can be reserved by current residents by submitting a Clubhouse Rental Form and remitting 2 checks: \$40.00 Rental Fee & \$100.00 Refundable Deposit. Please contact Acri Commercial Realty, Inc. at (412) 459-0111 x110, to reserve in advance. The reservation is valid for the entire day. Reservations are on a first pay first serve basis.
2. Total event attendance is limited to **30** people throughout the event, including adults and children. Limited restroom facilities and the size of the building limit occupancy to **30** people. Large parties using the pool and clubhouse and “Open Houses” with many guests coming and going are not permitted. Clubhouse event parking is limited. The \$100.00 deposit will not be refunded and future reservations will not be permitted if the event has more than **30** people attending.
3. There is **NO SMOKING** in the clubhouse and throughout the pool area, except in the designated smoking area.
4. Use of the pool/patio is only included during regular pool season/hours and must be arranged with Management Company.
5. Only owners/residents are entitled to reserve the clubhouse and must be present during functions.
6. All event-related food and trash from the kitchen and dining area and from the two restrooms downstairs must be removed from the building immediately after the event. All this trash must be properly bagged and placed into the trash dumpster down the hill past the stop sign. Do not place this event trash into either of the two recycling dumpsters at the back of the clubhouse parking lot. The \$100.00 deposit will not be refunded if trash from the event is found in these recycling dumpsters.
7. All tables, countertops and appliances must be wiped clean. All dishes and glasses must be washed and the sink must be cleaned.
8. The clubhouse will be inspected before and immediately following every event. If it is not properly cleaned, the unit owner renting the facility forfeits the deposit and will be responsible for all damages and cleaning charges. All charges for cleaning and/or damages exceeding the deposit fee will be due and payable within 10 days of the issuance of an invoice for same. Please do a complete inspection before and after renting the clubhouse.
9. Any damage done to indoor furniture, appliances, windows, light fixtures, etc., will be the sole responsibility of the renter who will be billed for all damages.

10. All lights must be turned off, the air conditioner must be turned off or heat turned down, and all doors must be locked.
11. No dogs, cats or other pets are permitted in the clubhouse at any time.
12. Under no circumstances are minors permitted to consume alcohol on any part of Twin Oaks property at any time. Excessive use and abuse of alcohol by adults is not permitted on any part of Twin Oaks property at any time. The \$100.00 deposit will not be refunded if there is any instance of abuse of this rule.
13. No decorations will be attached or hung from the walls, ceiling, lights, windows or doors, or to any part of the clubhouse building, furniture, or equipment, inside or outside. All outdoor decorations along the pool fence or at pool side tables and chairs or on the pool deck area must be cleaned up and removed at the end of the event. Nothing is to be used at the event, inside or outside, that may be a fire hazard, except cake candles.
14. Noise must be kept to a level as to not disturb neighbors.
15. Evening parties will end at 11:00 PM. All clean up will be completed with lights out and doors locked by 12:00 midnight. The \$100.00 deposit will not be refunded if the event or clean up goes past 12:00 midnight.
16. No Inflatable party bounce houses, portable fire pits, torches, or similar event supplies and equipment will be permitted to be used for an event. No clubhouse tables, chairs, furniture, and equipment are permitted to be used outside for an event.



Signature of Inspector: \_\_\_\_\_

Comments (or condition): \_\_\_\_\_

TWIN OAKS MANOR CONDOMINIUM ASSOCIATION

### RULES ENFORCEMENT PROCEDURES

This policy applies to all violations of the Declaration, Bylaws or Rules and Regulations (Governing Documents), except where different procedures or penalties are specifically provided for in the Governing Documents. The purpose of this policy is to establish a consistent and fair procedure for dealing with violations and complaints of violation.

1. Complaint of Violation. A complaint of violation may be initiated by the Executive Board on its own initiative, or by any owner, occupant, employee or the management representative. Anyone wishing to initiate a complaint must document the violation in writing, providing as much of the following information as possible:
  - a. Name and unit number (or address) of the offending party
  - b. Name and unit number (or address) of the person reporting the violation
  - c. Nature of the violation, including when and where it occurred
  - d. What the reporting party personally observed
  - e. Any other information that might aid in resolving the violation.
  
2. Initial Review of Complaint. Upon receipt of a complaint, the Board or Manager shall conduct such investigation as it deems warranted in the circumstances. If there is sufficient reason to believe a violation may have occurred, and if such informal action as the Board or Manager deems appropriate does not succeed in correcting the problem, the Board shall proceed with a Notice of Violation. Exceptions: The Board or Manager may omit one or more steps and take expedited action if it deems that circumstances warrant, e.g. (1) if there is a risk of damage to persons or property, or (2) the violation is repetitive.
  
3. Notice of Violation. The Board shall deliver to the alleged violator and/or responsible unit owner a written Notice of Violation. Delivery may be accomplished by regular mail, certified mail, or personal delivery to the individual's address of record. The Notice of Violation shall set forth the following:
  - a. Description of the violation
  - b. Demand that the violation cease immediately (or by such deadline as the Board deems reasonable under the circumstances)
  - c. Demand for such repair, reimbursement, or other remedial action as the Board deems appropriate under the circumstances
  - d. What must be done if the recipient wishes to contest the Notice of Violation, and the deadline for such action.

The omission of any information or demand from the Notice of Violation shall not constitute a waiver or otherwise prejudice the Association's rights and remedies.

4. Contesting Notice of Violation. If a Notice of Violation is properly and timely contested, the Board shall conduct such further investigation and consider such further evidence as it deems appropriate under the circumstances. The contesting party shall be given the opportunity to present relevant information, evidence and argument in writing rebutting the alleged violation and/or challenging the appropriateness of the demanded remedial action. The Board shall then make a determination (1) whether there is sufficient evidence of the violation to warrant enforcement, and (2) whether the demanded remedial action should be modified. The Board shall notify the violator and/or responsible owner in writing of its decision and shall afford

If the Board concludes there is not sufficient evidence to warrant further enforcement action, it shall issue a written notice of its conclusion to all parties involved. If the Board determines there is sufficient evidence of the violation, it shall so notify the violator and/or responsible owner, affording a reasonable opportunity for compliance with the Notice of Violation.

5. Penalty Letter. If a violation is not fully remedied in response to a Notice of Violation, the Board shall issue a Penalty Letter to the violator and/or unit owner. Delivery may be accomplished by regular mail, certified mail, or personal delivery to the individual's address of record. The Penalty Letter shall set forth the following:
  - a. Description of the violation
  - b. Demand that the violation cease immediately (or by such deadline as the Board deems reasonable under the circumstances)
  - c. Demand for such repair, reimbursement, or other remedial action as the Board deems appropriate under the circumstances, with deadline(s) for such action
  - d. Imposing a fine on the violator and/or responsible unit owner. (The Board may set the fine in an amount between \$25 and \$200, depending on the seriousness of the situation, whether this is a first-time offense, and such other circumstances as the Board deems relevant.)
  - e. Warning that continued failure to remedy the violation will result in the imposition of an additional penalty until the violation is remedied or adequate assurances of such remedy are provided to the Board's satisfaction. (The Board may set this additional penalty in an amount up to \$25 per day, depending on the seriousness of the situation, whether this is a first-time offense, and such other circumstances as the Board deems relevant.)
  - f. **Fines need to be paid in the month incurred or a late fee of \$25 per week will be assessed until paid.**
  - g. What must be done if the recipient wishes to appeal the Penalty Letter, and the deadline for such action.
  - h. A reminder that the violator and/or responsible unit owner are responsible for any damage caused by the violation, including any costs and attorney's fees.

The omission of any information or demand from the Penalty Letter shall not constitute a waiver or otherwise prejudice the Association's rights and remedies.

6. Appeal. A person who files a written appeal of a Penalty Letter shall be given a prompt hearing before the Board, at which he/she can present evidence and argument challenging the remedial action demanded, the penalty imposed, and/or the underlying determination of violation. The Board shall promptly review the appeal and reach a decision, which may be to affirm, modify or vacate the Penalty Letter. The Board shall render its decision, including the reasons therefore, in writing to all parties involved.
7. Limited Stay During Appeal. Fines and penalties imposed in a Penalty Letter shall be stayed during the pendency of an appeal. However, unless vacated on appeal, any repair costs or other remedy imposed, including interest, shall be deemed retroactive to the date of the original Notice of Violation.
8. Legal Action. If the violation is not fully remedied in response to the above actions, the Board may refer the matter to legal counsel for action. The violator and/or responsible owner shall be responsible for interest, costs and attorney's fees in accordance with law and the Association's governing documents.

APPROVED BY THE BOARD OF DIRECTORS ON JUNE 5, 2023.

President \_\_\_\_\_

Secretary \_\_\_\_\_