**The Madeira at St. Augustine Master Owner's Association, Inc.**

**Rules & Regulations**

February 17, 2022

GENERAL STATEMENTS

These Rules and Regulations are promulgated and published by the Board of Directors of The Madeira at St. Augustine Master Owner's Association, Inc., a Florida non-profit corporation (the "Master Association"), pursuant to the authority set forth in Declaration of Covenants, Conditions, Restrictions   
and Easements for Madeira at St. Augustine, as recorded in Official Records Book 3095, page 900, public   
records of St. Johns County, Florida, as amended and supplemented from time to time (the   
"Declaration"), and the By-Laws of the Master Association. Capitalized terms as used in these Rules and   
Regulations that are not otherwise defined herein will have the meanings assigned to such terms in the   
Declaration.

Madeira at St. Augustine (the "Community") is a deed-restricted community, and all owners, guests,   
tenants and occupants of each Unit will be subject to these Rules and Regulations. For purposes of these   
Rules and Regulations, the term "Unit" will mean, as the context may require, any unimproved Lot, any   
improvements constructed on a Lot, or any residential unit in a multi-unit structure.

Every Owner shall cause all occupants of his or her Unit to comply with the Declaration and By- Laws and these Rules and Regulations and shall be responsible for all violations and losses to the Common   
Property caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully   
liable and may be sanctioned for any violation of the Declaration, By-Laws and these Rules and   
Regulations. Owners who rent or lease their Unit are responsible for the conduct of their tenants. Any   
infraction of these Rules and Regulations shall be directed to the Owner of the Unit.

The Master Association may, in accordance with the By-Laws, alter, amend, revoke, or add to these   
Rules and Regulations. When notice of any alteration, amendment, revocation, or addition is given, it   
shall have the same force and effect as if originally made a part of these Rules and Regulations. These   
Rules and Regulations will remain in effect unless amended or revoked by the Board of Directors. The   
Board retains full authority for the enforcement of these Rules and Regulations. These Rules and   
Regulations, and any amendments or additions thereto, shall be furnished to all Owners. OWNERS   
MUST FURNISH A COPY OF THESE RULES AND REGULATIONS TO TENANTS.

The Master Association has the power to enforce these Rules and Regulations and may delegate   
authority for such enforcement to the Architectural Review Board (“ARB") or a property management   
company or representative ("Managing Agent") as the Master Association may determine from time to   
time. To the extent that these Rules and Regulations contain provisions that are inconsistent with   
similar provisions set forth in the Declaration, the more restrictive provisions will be controlling.

All submitals shall follow all governmental rules and regulations. Note ARB approvals shall not supersede governmental requirements.

RULES AND REGULATIONS

ACCESSORY STRUCTURES

1.) Detached Accessory Structures such as gazebos, pergolas, platforms, and storage structures must be submitted for approval prior to construction. The location of the proposed Accessory Structure must be accurately shown on a survey of the property with dimensions to the home and side and rear property lines. **\*\*Drainage easements may not be built on per county ordinances.**  The community Architectural Review Board (ARB) will have final say in determining the location of any proposed accessory building. Approval will be granted only upon the merit of the structure and concurrence with the guidelines as stated below.

Applicants must ascertain whether or not a building permit from City of St. Augustine is required for placement of the Accessory Structure.

2.) Accessory Structures are allowed only on single family lots that are adjacent to preserves with yards that are fully fences.

3.) The following standards apply to all Accessory Structures:

a. The architectural design of the Accessory Structure must be compatible with the design of the primary dwelling.

b. Accessory Structures must not exceed **100 square feet of floor space** and must have a single floor level with a maximum height of **12’ at the roof’s highest point with at least a 4/\*12 pitch roof**.

* Gable or hip roof preferred to match the residence. Shed style roof will be considered depending on location.
* Lots that border a pond or streets will be required to have structures close to the back of the primary dwelling as to not unreasonably obstruct any view of the pond from adjacent lots or visually obstruct the view from the street.

c. **The finish materials must be the same as used for the primary dwelling**,

Siding: Stucco, Brick, Hardi-Board lap siding, board and baton

No prefabricated buildings, vinyl, plastic or metal siding is prohibited.

Roofing: Concrete tile, standing seam metal or dimensional fiber-glass shingles.

d. **The color scheme must be the same as used for the primary dwelling.**

e. The design of the door, and window if desired, must match, to the extent possible, that of the primary dwelling.

f. Accessories compatible with the home design such as roof pediments, shutters, and window boxes are suggested but not required and must be a part of the DRB application or be requested on a subsequent DRB request.

g. A Concrete slab **with appropriate hurricane strapping for the structure** as detailed by a structural engineer.

h. Landscape required – minimizing the view from street and adjacent neighbors. Plant material shall be placed to completely shield the base structure from view.

i. Homeowner shall notify the management company when approved plan’s location is outlined on property before any foundation is created to verify proper placement

1. Homeowner to notify management company once structure is complete for any revisions or final approval.
   1. Tear down can be required if guidelines were not followed. The homeowner shall have 30-day days to correct any deficiency.
2. Non-compliance with requests from the management company can lead to fines, and ultimately a lien to the home until resolved.

4.) One enclosed Accessory Structure is allowed per dwelling unit/residence. Pergolas and gazebos will, subject to the design, be considered “open” Accessory Structures, must be free standing and shall be restricted to rear yard locations.

5.) A refundable fee of $500 will be required to be paid to the management company with the application for an Accessory Structure. When the Accessory Structure project is complete, the homeowner will notify the management company which will then inspect and confirm that the structure has been constructed according to the submitted application. The $500 fee will be refunded when it is confirmed that the structure matches the description that was approved. If the structure does not meet the description approved by the Design Review Board, the $500 fee will be held until the discrepancies are corrected.

AIR CONDITIONING UNITS

No window air conditioning units may be installed in any Unit. All units must be screen and shielded by landscaping.

ANIMALS AND PETS

Owners are permitted to have not more than four (4) approved pets on any Unit. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Property, except common domestic household pets, within the ordinary meaning and interpretation of such words.

No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. Upon written request of any Owner, the Board of Directors may conclusively determine at its sole discretion whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise or whether an animal is a nuisance.

All permitted pets must be always caged or on a leash when they are on any portion of the   
Property (except the Owner's Unit). Owners are required to pick up, remove and properly dispose of litter disposed by their pets on the Property. The Master Association reserves the right, but not the obligation, to designate specific areas within the Common Property where pets may be walked on leashes by their Owners.

Any landscaping damage or other damage within the Community caused by an Owner's pet must be promptly repaired by the Owner. The Master Association retains the right to effectuate said repairs and charge the Owner.

ANTENNA - SATELLITE DISH

No exterior radio or television transmission, receiving tower, antenna, or dish shall be erected on Unit unless or until approved by the ARB. Any satellite dish must be placed at the rear of the dwelling units

BUSINESS USE

No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit as long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, signage, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property.

CLOTHESLINES

No exterior clothesline of any type shall be permitted on any portion of a Unit.

COMPLETION OF CONSTRUCTION

The exterior of all Units and other structures must be completed within one year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, epidemics, national emergency or natural calamities.

Units may not be temporarily or permanently occupied until the exteriors thereof have been   
completed and a Certificate of Occupancy has been issued by the appropriate municipalities.

DRIVEWAYS

All driveway finishes must be pre-approved by the ARB.

Driveways with pavers shall run continuous through the rights of way matching the curb and gutter.

ENERGY CONSERVATION EQUIPMENT

No solar, energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on the exterior of any Unit unless it is an integral or harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARB.

Generators:

Installation of generators are allowed; they must be screened from view either with the manufactures designed enclosure or a solid masonry wall. All enclosures shall be landscaped with 80% opacity. Maintenance cycling is limited to day time hours.

EXTERIOR IMPROVEMENTS

No trellis, pergolas, gazebos, swimming pools, screened enclosures, spas or hot tubs shall be erected, constructed or installed on or about the exterior of any Unit without the prior written consent of the ARB.

FIREARMS

The discharge of firearms within the Property is prohibited. The term "firearms" includes B-B   
guns, pellet guns and other firearms of all types, regardless of size. The foregoing will not be   
deemed to restrict the right of an occupant to display or discharge of a firearm within a Unit in a   
bona-fide act of self-defense.

GARBAGE

No trash, ashes, garbage or other refuse shall be thrown or dumped on any lands within the Property. No person may dump any material, to include but not be limited to chemicals, plants or animals, into any drainage pond. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened and fully concealed from public view and from the wind and protected from animal and other disturbances. Trash receptacles should not be placed at the bottom of the driveway until after dark on the day before scheduled trash pick-up and should be put away following trash pickup for the scheduled day.

In no event shall the resident use the builder’s on-site dumpsters for debris or refuge.

HUNTING AND WILDLIFE

Hunting of animals or wildlife is prohibited within the Property as is interference of any kind with   
species listed by the State of Florida as Federally designated Endangered, Threatened or State Species of Special Concern such as Osprey, Roseate spoonbill, Wood stork and others. Please refer to myfwc.com/media/1945/threatened-endangered-species.pdf for a complete listing. Alligators are also part of our wildlife community. Although incidents of alligators biting humans are rare (Florida has averaged 5 per year since the 1940's), contact should be avoided. Be alert to the possibility of alligators when you are near the water and be aware that alligators are most active between dusk and dawn. Do not feed the alligators. Alligators less than four feet (4') in length are generally not considered dangerous, however, if you observe an alligator that you believe poses a threat, you may call the Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). You should be aware that nuisance alligators are killed, not relocated.

HURRICANE SHUTTERS

No Hurricane Shutters or shutters of any kind shall be constructed or installed on the exterior of any Unit unless it is an integral or harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARB. **Hurricane Shutters** **can only be placed on the structure not more than seven days in advance of a storm and then must be removed not more than seven days after the storm.** Refer to the Architectural Design Guidelines for specifics regarding Hurricane Shutters.

LANDSCAPING AND LAWN MAINTENANCE

Each Owner shall maintain the Unit lawn and landscaping in good order and appearance, free of debris, and predominantly free of weeds and dead plant material. Owners must keep their bushes trimmed and remove or replace any and all dead bushes or trees. The only approved bedding material for landscaping and lawn maintenance purposes is pine straw, pine bark, dark brown, red or black mulch or earth tone (tan) or white stones. Trees, shrubs, ivy or landscaping rocks are to be kept within the property lot lines and may not encroach onto common areas, walkways, or easements. No artificial vegetation shall be permitted on the exterior of any Unit. Exterior sculptures, fountains, landscaping rocks and similar items must be approved by the ARB. Lawns and landscaping beds must be maintained to minimize weeds. Lawn grass must not exceed six inches in height. Waterfront lots must be maintained to water’s edge.

Allowable grass types, St. Augustine, Bermuda, Zosia and Paspalum.

The Master Association may not prohibit any Owner from implementing "Florida-Friendly Landscaping" for a Unit in accordance with Florida Statutes Section 373.185, provided that such owner must receive prior approval from the Master Association for same.

LEASING; TENANTS

Every lease of a Unit shall be in writing and must be provided to the Master Association at least ten (10) days prior to the commencement of the lease. Such lease must provide the name and contact information for the tenants as well as the current address of the Owner. **No lease shall be for a term of less than seven (7) months. Subleases shall not be permitted.** Any lease shall provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration and any rules and regulations adopted by the Master Association. **The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease.** The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Master Association for any amount which is required by the Master Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Master Association) and for the payment of any claim for injury or damage to the property caused by the negligence of the tenant. Special Assessments may be levied against the Lot or Unit. All leases are subordinate to any lien filed by the Master Association, whether prior or subsequent to such lease. If so required by the Master Association, any Owner desiring to lease a Lot or Unit may be required to place in escrow with the Master Association a reasonable sum, up to the equivalent of one (1) month's rent, which may be used by the Master Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sale discretion of the Master Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is leased, a tenant shall have all use rights in the Property otherwise readily available for use by Owners, and **the Owner of the leased Unit shall not have such rights except as a guest, unless such rights are waived in writing by the tenant.** Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Each Owner shall ensure that his/her tenants and rental agents receive a copy of these rules and regulations. Tenants shall abide by the same rules and regulations as Owners. The lease of any Unit shall not release or discharge the Owner from compliance with any of his/her obligations and duties as an Owner.

LIGHTING

Except for reasonable seasonal decorative lights, which may be displayed between Thanksgiving and January 10, and reasonable security lighting that does not constitute a nuisance to neighboring Units, all exterior lights must be approved by the ARB.

MAILBOXES

Refer to the Architectural Design Guidelines for specifics regarding pre-approved mailboxes. Mailboxes must be maintained in good condition, repair and appearance, free of rust and deterioration, by the Owner of the Unit utilizing the mailbox.

MAINTENANCE AND REPAIRS

Each Owner shall, at his/her sole cost and expense, keep his/her Unit in good condition and state of repair, and shall conduct such maintenance and repairs as may be necessary for such upkeep. The foregoing shall include periodic power-washing of sidewalks, driveways, roofing and siding to remove mildew and stains, and painting and touchup of painted surfaces.

PLAY EQUIPMENT

Recreational and playground equipment shall not be placed on the front or side yard of the exterior of any Unit. Recreational and playground equipment may be placed in the rear of the exterior of a Unit, not visible from the road, and only with the prior written consent of the ARB. Portable basketball hoops may be placed in the driveway during active use only and must be stored in the garage or in the backyard when not in use and on an overnight basis. Notwithstanding the foregoing, play equipment must be limited in size and quantity so as to avoid the creation of a nuisance, unsightly or unclean condition, as may be determined in the sole discretion of the ARB, the Board of Directors or the property Management Agent. See also QUIET ENJOYMENT hereinafter set forth.

QUIET ENJOYMENT

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye.

No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. Wood may be burned in outdoor smokers for cooking purposes only and in approved recreational fire pits.

SIGHT DISTANCE AT INTERSECTION

All property located at street intersections shall be landscaped so as to permit safe sight lines across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create traffic or sight problem.

No signs shall be erected or maintained on or from any portion of the Property except those signs   
approved by the ARB or signs of the Master Association or signs required by law.

SITE ALTERATIONS

No site alteration or improvements including, but not limited to, clearing, landscaping, planting of   
shrubbery, trees or other vegetation, grading, filling, excavating, drainage work or placement of   
utilities shall be made without the written approval of the ARB. The foregoing shall not prohibit the planting of seasonal flowers in existing approved plant beds, or the placement of mulch, trimming of hedges or trees, or the substitution or replacement of shrubbery, trees or other vegetation during normal landscape and yard maintenance.

SCREEN/STORM DOORS

No screen doors are allowed on the front of any property unless they are retractable screen doors that disappear from sight when not in use. Screen doors may be installed on the rear of the home provided they are compatible with the design and color of the home or installed in conjunction with, and compatible with, a screened enclosure.

Storm doors may be installed at the front entry in compliance with the specifications outlined in the Architectural Design Guidelines and provided the owner has applied for and received ARB approval in advance of installation.

SIGNS, BANNERS OR FLAGS

Vendor signs of any kind shall not be displayed within Madeira, including, but not being limited to roofing and pool construction signs.

Two seasonal garden signs or flags depicting Winter, Spring, Fall and Summer may be displayed upon a Unit. Such seasonal garden signs or flags shall be subject to approval by the HOA.

Each owner may display one portable, removable United States flag OR official flag of the State of Florida, in a respectful manner, and one portable, removable official flag, in a respectful manner, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Each owner may also display on their lawn, small United States flags, not to exceed 8” x 12” in size,said flagsmay only be placed on the lawn not more than three days in advance of a nationally recognized patriotic holiday (as may be determined in the sole discretion of the ARB, the Board of Directors or the property Management Agent) and then must be removed not more than three days after said holiday. Except for the foregoing flags, no other flag, banner, political endorsement or advertising of any kind may be placed on or about any lot, attached to or part of any house, including the insides of garages or garage doors, located in or about windows or in anywise visible from the exterior of the structure.

TENTS, TRAILERS AND TEMPORARY STRUCTURES

Except as may be permitted by the Master Association or the ARB during initial construction within the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature including PODS (Portable On Demand Storage) units shall be placed upon the exterior of any Unit, Lot or driveway. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Board of Directors or by the ARB. PODS may be used for move-in and move-outs for a period not to exceed seven days within a six month period beginning with the placement of the PODS on the unit and ending six months thereafter.

TREE REMOVAL

No living trees shall be removed without a permit issued by the City of St. Augustine. Removal of   
diseased or dead trees within Conservation Easements must be approved for removal in writing by the St. Johns River Water Management District. Trees needing to be removed to promote growth of other trees or for safety reasons cannot be removed unless approved by the ARB and/or the appropriate governing municipality. In the event of an intentional or unintentional violation of this section, the violator may be required by the ARB and/or the governing municipality to replace the removed tree with one (1) or more comparable trees of such size and number and in such locations as the ARB and/or governing municipality may determine necessary, in its sole discretion, to mitigate the damage.

UNSIGHTLY CONDITIONS

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his/her property that shall tend to substantially   
decrease the beauty of the neighborhood as a whole or of the specific area.

VEHICLE REGULATION; PARKING

Operation of vehicles within the Community shall be subject to all posted speed limits and signs.

Except for vehicles of service providers, guests and invitees parking on a temporary basis, all vehicles must be parked in garages or on the paver or concrete driveway area of a residence. Overflow parking on the streets is permitted provided that such parking does not create a nuisance, or an unsightly or unclean condition, as may be determined in the sole discretion of the ARB, the Board of Directors or the property Management Agent. Vehicles parked on streets must be parked in the direction of traffic flow. Parking in or on the Common Property shall be restricted to the parking areas therein designated for such purpose. No parking is allowed on any vacant Lots or on CDD property.

All vehicles on the Property must be operational, in good repair, must bear a current license and   
registration tag, as required pursuant to state law and must be in a good, clean and attractive   
condition.

No motorcycle or golf cart shall be allowed on the Property except with the written permission of the Master Association, unless it is (i) licensed by the State of Florida for use on public streets; (ii) operated solely on public streets by a person licensed to operate it, and (iii) not operated at any time on or across any portion of the Common Property. The Master Association may condition any such approval upon such user's execution of an insurance and indemnification statement as determined by the Master Association in its sole discretion.

No commercial trucks, vans or other commercial vehicles shall be parked overnight in any parking space except with the written consent of the Board of Directors of the Master Association. It is acknowledged that there are pick-up trucks and vans that are not used for commercial purposes but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. **No trailers, campers, motor home or recreational vehicles, commercial vehicles, boat or utility trailers, boats, jet skis, personal watercraft or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of a garage.**

No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on   
or within any Unit or on any portion of the Common Property, except wholly within the confines of a garage.

Any vehicle or recreational equipment parked in violation of these or other regulations   
contained herein may be towed by the Master Association at the sole expense of the owner of   
such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Master Association. The Master Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removalnor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statues.

Stored vehicles and vehicles which are either obviously inoperable or which do not have current   
operating licenses shall not be permitted on the Property, except within enclosed garages. A vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for five (5) consecutive days without the prior approval of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such a period as is reasonably necessary to provide service or make a delivery. ATV's and other motorized vehicles are strictly prohibited from use on private and common areas.

**The foregoing notwithstanding, a Unit Owner may park a recreational vehicle or equipment in the driveway of their Unit for the purpose of loading or unloading same in preparation for or upon completion of the normal use of same, provided that such period of parking shall not exceed 48 hours per month.**

WELLS

Irrigation wells are allowed on non-deed restricted locations. Deed restricted areas shall comply with FDEP institutional control requirements which are prohibited. All wells must be permitted by the St. Johns County Health Department and the St. Johns River Water Management District (SJRWMD).

WETLANDS, LAKES AND WATER BODIES

All lakes and ponds within the Property shall be aesthetic amenities only, and no other use   
thereof, including, without limitation, no fishing, hunting, swimming or use of personal floatation devices, shall be permitted. The Master Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, creeks or streams within the Property. No docks, piers of other structures shall be constructed on or over any body of water within the Property. No pumps shall be placed in a lake, pond or creek for the purpose of removing water for irrigation purposes, except as approved in writing by the Master Association. No person without prior written consent of the Master Association may dump any materials including but not being limited to chemicals, plants or animals into any drainage pond.

Natural upland buffers, all improvements must comply with the SJRWMD conservation easements. The resident shall be responsible for any non-compliance activity and correct permit deficiencies immediately upon notification.

WILDLIFE AND ANIMAL CONTROL

Florida Statutes prohibit the feeding of wildlife, and such feeding is prohibited by these Rules and Regulations. The feeding of stray or feral cats and dogs is likewise prohibited. Owners may contact St Augustine Animal Control and Adoption Services for removal and placement at 904.209,6190.

Owners may contact the Florida Nuisance Alligator Hotline at 866.392.4286 for removal of nuisance alligators.

**ENFORCEMENT**

The following procedure will apply to all violations of these Rules and Regulations. Owners may report violations to the ARB, the Board of Directors or the property Management Agent by submitting a written notice describing the violation. The Board of Directors, Managing Agent, or committee appointed by the Board may also note any violations discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

FIRST VIOLATION

A warning letter will be mailed to the Owner, explaining the violation and requesting the Owner   
correct the violation.

SECOND VIOLATION

A certified letter will be mailed to the Owner, assessing a minimum fine of $25.00 up to a maximum fine of $100.00 per day, per violation (beginning 5 days from the date of the letter). The Owner may correct the violation and request a site visit to discontinue the assessed fine. If the Owner fails to correct the violation the fine will continue.

RECURRING VIOLATION(S)

A certified letter will be sent to the Owner advising of a recurring violation and providing that a fine of $100.00 per day, per violation will be assessed to their account withoutnotice.

Any modification done without prior approval may be fined $100.00. A modification request form must then be submitted. After review of a proposed modification, a letter will be sent to the Owner stating whether the modification is approved, approved with changes, or denied. If a modification is done without prior approval and that modification is deemed inappropriate, the Owner will be asked to remove the modification. The Owner will have seven (7) days to correct the violation. If the Owner fails to correct the violation, the Owner will be fined $100.00 per day until the violation has been corrected.

Fines will be collected in the same manner as any other assessment for common expenses. Fines will be a personal obligation of the Owner and shall constitute a lien against the affected Unit. Owners will be responsible for any violations of the Rules and Regulations by their employees, agents, tenants, and guests. The Master Association shall have the right to enforce such obligations and liens through the institution of a damages suit or foreclosure action, or both. In addition, to any fine or unpaid assessment, the Master Association shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs. In addition to the foregoing, the Master Association retains the right to seek injunctive relief for enforcement of these Rules and Regulations and shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs.