

## RULES AND REGULATIONS

AMENDMENT NO. 4 -- Adopted June 12, 2012

This amendment shall have the same force and effect as if it were adopted with the Rules and Regulations adopted by the Board of Directors on May 5, 2005.

AMEND Section II, Enforcement, as amended by AMENDMENT NO. 3, Adopted August 21, 2007, by deleting Section II in its entirety and inserting the following in lieu thereof:

### II. ENFORCEMENT

Any complaints or evidence of non-compliance with the covenants, rules and regulations, or other such rules (Clubhouse, Pool, Tennis Courts, Architectural, etc.) shall be dealt with by the Board of Directors. Members are encouraged to notify a board member of any possible infraction(s) for consideration by the Board of Directors.

#### A. ENFORCEMENT PROCEDURES FOR RULES AND REGULATIONS AND/OR PROTECTIVE COVENANTS OTHER THAN FOR ANNUAL ASSESSMENTS

Except as otherwise provided for enforcing the payment and collection of Annual Assessments as prescribed in Paragraph B of this Section, upon the decision of the Board that an infraction (violation) of these rules and regulations and/or protective covenants has occurred, the following shall occur:

1. A certified letter (return receipt requested) shall be sent to the homeowner notifying him of the infraction with a request for a response and/or resolution within five (5) date

B.

2.

days of receipt of the letter.

In the absence of a response or compliance or return of the certified letter, a five dollar (\$5.00) per day charge shall be imposed beginning on the sixth day and continuing for up to thirty (30) days. If noncompliance continues beyond thirty (30) day, the shall be ten dollars (\$10.00) per day thereafter until such time as charge

noncompliance is corrected or resolved.

3. 4.

Failure to pay the charges levied under this Paragraph A shall result in a lien being placed on the property in accordance with the Declaration of Protective Covenants.

Subsequent violations of the same infraction shall result in a ten dollar (\$10.00) per day charge being imposed from the date of occurrence and continuing for up to thirty (30) days. If noncompliance continues, the provisions of Items 2 and 3 above shall be in effect. No written or oral notification shall be required, except to establish the of occurrence.

#### ENFORCEMENT PROCEDURES FOR PAYMENT OF ANNUAL

#### ASSESSMENTS

1.

Annual Assessments fixed and levied by the Board on the Owner of each lot, as provided under Article V of the Declaration of Protective Covenants, shall be due and payable on or before January 15 of the year for which the assessments are imposed.

3.

In addition to the above, an Owner delinquent in the payment of any assessment, late charges or penalties shall be liable for all costs to the Association for collection of such assessments, late charges and penalties, including reasonable attorneys' fees, court costs and filing fees.

2.

Any Annual Assessment not paid within fifteen (15) days of the due date (on or before January 31) shall be delinquent and shall subject the Owner to a late charge of One Hundred Dollars (\$100.00) added to the assessment and shall result in a continuous lien upon the property enforceable by judicial or non- judicial proceedings. An additional penalty of Five Dollars (5.00) per day shall be charged for any assessment that remains delinquent on and after March 1.

4. The Board shall cause written notice to be sent by certified mail (return receipt requested) to any Owner who fails to pay the Annual Assessment by January 31, informing such Owner of the late charge that has accrued, the resulting lien upon the property and the penalties and collection costs that will accrue if the Annual Assessment remains delinquent.

#### C. TEMPORARY SUSPENSION

The Board of Directors reserves the right to temporarily suspend these rules and Regulations, or any portion thereof, in the event of fire, flood, tornado, or other acts of nature.