



## **THE HISTORY OF HEDWIG VILLAGE**

**The City of Hedwig Village is located in Harris County, Texas and is a part of a collection of upscale communities known as the Memorial Villages. The Memorial Villages also include the cities of Spring Valley Village, Piney Point Village, Bunker Hill Village, Hilshire Village and Hunters Creek Village.**

**According to local historian Tom Roth, the Memorial Villages derived from land grants given to John Taylor and Isaac Bunker for their service during the Texas War of Independence from Mexico. Over the years, they sold parts of their land and the area was settled. In the early years, the area contained mostly farms, but there were also sawmills and lumberyards due to the area being heavily wooded.**

**In 1954, a group of citizens' intent on instituting zoning and resisting being annexed by Houston, incorporated the Memorial Villages and the city of Hedwig Village was born. The city is named after Hedwig Road, which was named after Hedwig Jankowski Schroeder, a landowner who emigrated from Germany.**

**Today, Hedwig Village is a dynamic city with approximately 2500 residents, over 500 businesses and a day-time population of around 30,000 people.**

**MEMORIAL GROVE OWNERS ASSOCIATION**

**9001 – 9031 GAYLORD DRIVE**

**HOUSTON, TEXAS 77024**

**RESIDENT**

**INFORMATION**

**BOOKLET**

**MANAGED BY:**

**FELD REALTY GROUP**

**10200 HEMPSTEAD**

**HOUSTON, TEXAS 77092**

**VOICE: 713-688-0707**

**EMAIL: [cori@feldrealty.com](mailto:cori@feldrealty.com)**

**CONDO ASSOCIATION MANAGER – CORI CASALA**

**JUNE 2020**

**BOARD OF DIRECTORS****BOARD MEMBER / OFFICE**

Omer Munguia - President

Christy Nguyen - Vice President

David Schlain - Treasurer

Lola Felter - Secretary

Maria Koegel - At-Large

**EMERGENCY PROCEDURES/PHONE NUMBERS**

Following is a list of phone numbers for reference in case an emergency should arise. In the event something should occur that causes damage/loss to the property such as a fire or storm, FIRST notify the proper authority, i.e. the Fire Department, then notify the Management Company and one or more of the Board Members.

**EMERGENCY PHONE NUMBERS - DIAL 911 OR one of the following:**

Village Fire Department	713-468-7941
Hedwig Village Police	713-461-4797 (non-emergency issues)
Houston Ambulance	713-884-3143 / 713-884-3144
Feld Realty Group	713-688-0707 (24 hour number)
Condo Manager – Cori Casala	713-688-0707 / fax: 713 -686-0787 email: cori@feldrealty.com

**PAYMENT INFORMATION AND ACCOUNTING INQUIRIES**

FELD REALTY GROUP INC

10200 HEMPSTEAD RD

HOUSTON, TX 77092

VOICE: 713-688-0707

EMAIL: [rose@feldrealty.com](mailto:rose@feldrealty.com)

**ANNUAL HOMEOWNER MEETING:** The annual homeowner meeting is the only regularly scheduled meeting for owners. Annual meetings are held the second Monday in November of each year. We will mail notices of annual and special meetings to each Homeowner. Such notice will be mailed not less than ten (10) days nor more than thirty (30) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof.

You are encouraged to attend the annual and any special meetings that may be called as some important decisions may be made that affect each Homeowner. However, should you be unable to attend the meetings, you may be represented by proxy (a proxy will be included with each notice of meeting).

In order for you to vote and participate in the meetings, your maintenance fees **MUST** be current. Otherwise, payment of any past due amounts must be made at the meeting **BEFORE** you will be certified as eligible to vote.

**RESIDENT INFORMATION SHEET-** Each new resident is provided a Residential Information Sheet that we request you complete, sign and return with five (5) days. This information is requested as an aid in case of emergency, and will be kept confidential. This information is also used as a crosscheck against records that we have on file.

It is particularly important that new Residents provide us with the information sheet so that we can get you on the mail list promptly.

We ask that you utilize the resident information sheets to update changes as they occur. Thanks for your cooperation!!

**MAINTENANCE** - The Specific maintenance responsibilities of the Owner and the Association are spelled out in the governing documents. Generally, the Owner is responsible for the interior and the Association is responsible for the exterior, however, there are exceptions. If you have specific questions regarding your responsibilities, contact the Management Company for clarification. All residents are encouraged to report any exterior maintenance problems or deficiencies to the Management Company. Try as we may, we just can't notice everything. Your help in identifying areas that need attention will be appreciated.

Non-owner residents **MUST** first report problems within the Unit to the Unit owner or agent.

**FIRE EXTINGUISHERS / SMOKE ALARMS** - Our insurance Carrier has recommended that the Association require that all condominium Units be equipped with working smoke detectors and with at least (5) pound ABC all purpose fire extinguisher. *We urge your prompt compliance with their recommendations.* The smoke detectors and fire extinguishers should be tested annually and repaired or replaced as necessary.

**ARCHITECTURE CONTROL** - In order to maintain the architectural and aesthetic integrity of the community, alterations to the grounds or the exterior of the buildings by individual owners is not

permitted. The installation of exterior doors (including burglar bar type), windows, sun curtains, etc. are not permitted. Any request for exception to this policy must be in writing and must be APPROVED by the Board of Directors. The Board will have the right to grant or deny such request.

**WATER CONSERVATION** - The largest single expense for the Association is the cost of water/sewer services. It is imperative that all leaky faucets and/or toilets in the individual Units be repaired promptly. Owners are to make repairs necessary to correct these conditions in the Units they occupy or lease to others.

**911 PHONE AT POOLS** - 911 phones have been installed within each of the fenced pool areas. These phone are available for 911 emergency calls ONLY. The phones are housed in red enclosures which are clearly marked with 911 decals on the "break-away" plastic covers, which must be removed to access the phone. Please reserve their use for their intended purpose and immediately report any abuse or misuse of the phones that you may observe.

**REALTOR INFORAMTION** - Realtor lock boxes (or any other lock boxes providing access to the property or any Unit) are to be removed immediately after the sale or lease of the unit. For lease and for sale signs must adhere to the rules and regulations.

**Cable TV** - Association pays for basic cable only. Owner/Resident is to call Comcast directly at 855-307-4896 (Xfinity HOA department) and provide ACCT#: 8777 70 170 0003186.

## **RULES AND REGULATIONS**

### **VEHICLES AND PARKING**

Certain covered and uncovered parking spaces within the Property are "Limited Common Elements" reserved for the exclusive use of the Owner(s) or occupant(s) of designated Condominium Units. Other parking spaces within the Property are a part of the General Common Elements.

The following rules relate to vehicles and vehicle parking.

**Vehicle Parking.** A vehicle shall not be parked within the Property in any manner which violates any posted sign prohibiting and/or restricting parking.

**Parking Restrictions.** Parking within the Property, including parking within assigned parking spaces, shall be restricted to (a) noncommercial, passenger vehicle(s) commonly used by the Owner or occupant of the Condominium Unit to which the parking space is assigned as a means of transportation, (b) pick-up trucks not exceeding one (1) ton in capacity, and (c) motorcycles.

Registration and Inspection Requirement. All permissible vehicles, as described above, must be operable, display current license plates, current vehicle registration, and current inspection stickers.

Prohibited Vehicles. Trailers, mobile homes, recreational vehicles, and boats shall not be parked or kept within the Property. Pleasure craft or recreational vehicles (including boats, wave runners, motor scooters, trailers, etc.) must be stored off the Property. Commercial vehicles, including service vans and pick-up trucks over one (1) ton, shall not be permitted overnight on any part of the Property.

Permitted Parking.

- a. An owner or occupant who has only one (1) vehicle must park that vehicle in the Owner's or occupant's assigned covered parking space; *the Owner or occupant shall not park the vehicle in an uncovered space designated for visitor parking.*
- b. An Owner or occupant who has more than one (1) vehicle is required to park one (1) of the vehicles in the Owner's or occupant's assigned covered parking space. An Owner's or occupants' covered parking space must be used (have a vehicle parked there) before a second Owner or occupant may park in an uncovered space for visitor parking.

Proper Parking of Vehicles. All vehicles must be parked within the designated parking lines indicated for the parking space. Parking on or outside of the parking lines is prohibited.

Prohibited Parking of Vehicles. Any vehicle parked in, or obstructing the use of, an Owner's assigned covered parking space for any length of time without the Owner's permission, is subject to a fine by the Association, or towing by the Association's designated tow service or one selected by the affected Owner, or both.

Vehicle Repair. No repairs, including, but not limited to, oil changes and brake jobs, to vehicles shall be made within the Property. No modifications, including, but not limited to, painting and installation of audio systems, to any vehicles may be made within the Property.

Visitor Parking. A vehicle, whether owned by an Owner, occupant, resident, or guest, may park in a visitor parking space for a maximum of 48 hours. After 48 hours, the vehicle must be moved to another space. If a vehicle remains in the same visitor parking space for over 48 hours, the vehicle may be towed and the Owner fined. If a visitor is parking at the Property, the visitor must use the designated visitor parking area and must be present on the Property during the entire time the visitor's vehicle is parked on the Property.

Contractor Vehicles. Contractor vehicles must be parked in the visitor parking space and are subject to the same rules. Contractor vehicles must not occupy or obstruct covered or assigned parking spaces.

Warnings. The Association or its designated representative reserves the right to place any type of warning on a vehicle found in violation of the foregoing rules.

Violation and Fines. A vehicle parked within the Property in violation of the foregoing rules shall be subject to being towed pursuant to the Texas Towing Statute (Chapter 2308 of the Texas Occupations Code). Further, a violation of these rules by an Owner or occupant of a Condominium Unit, or any tenant, guest, or invitee of an Owner or occupant of a Condominium Unit, may result in the imposition of a fine or fines against the Owner.

### **PATIO AREAS AND BALCONIES**

The Declaration prohibits an Owner from in any way altering, modifying, adding to, or otherwise performing any work upon the General or Limited Common Elements without the prior written approval of the Board. Accordingly, the following rules and regulations shall be applicable to patio areas and balconies.

Regulations. No modifications or improvements to a patio or balcony shall be made without the prior written consent of the Board. All patio screen doors must be kept in a neat and attractive condition. No item weighing more than two pounds (2 lbs) may be suspended from the ceiling in any patio area. No items may be permanently attached to a wall of a patio area, except as indicated hereof. Light bulb sockets on patio areas, balconies, and front door areas may be used for standard, non-colored light bulbs only. Ornamental and holiday lights are prohibited. No Owner or occupant of a Condominium Unit shall conduct any activity on the balcony that results in debris, spillage or run off falling, splashing or dripping onto the General or Limited Common Elements, including but not limited to, a patio area below.

Permitted Items in Patio Areas and on Balconies. The following items are permitted in a patio area and on a balcony; subject to the requirement that one (1) or more items be removed at the direction of the Board if not properly maintained or if an unreasonable number of items are placed in patio area or on a balcony at any given time:

- a. Free standing plant stands and plants (not attached to the walls)
- b. Patio furniture (outdoor table & chairs, outdoor lounge chairs)
- c. Thermometers (not attached to walls)
- d. Hanging plants (2 lb. weight limit)
- e. Hanging baskets must be suspended from the one inch wood edge instead of the weaker soffits (ceiling)
- f. Surveillance and other attached cameras and recording devices may be installed but must be suspended from the one inch wood edge instead of through the weaker soffits (ceiling)

Prohibited Items in Patio Areas, on Balconies, and in Front Door Areas. No items are permitted in the patio area, balconies, or front door area that are not designated by the Board Without limitation this includes:

- a. Outside grills, cookers, hibachis, and similar items
- b. Bicycles (allowed in patio areas only)
- c. Beach/pool items, folding beach chairs
- d. Boxes (plastic or cardboard)
- e. Cleaning items, such as brooms, buckets, and cleaning chemicals
- f. Clothes, sheets, towels, indoor rugs, or similar household items
- g. Coolers/ice chests
- h. Dead or diseased plants
- i. Decorative non-seasonal flags
- j. Detached patio screen door
- k. Exercise equipment, including weights and barbells
- l. Firewood
- m. Fishing poles
- n. Floor covering/artificial surface larger than 36" x 24"
- o. Gardening accessories, such as gardening tools, potting soil, empty plastic plant containers, water hoses, shovels, hoes, etc. (allowed in patio areas only)
- p. Grill accessories, such as charcoal briquettes and lighter fluid
- q. Hanging plants of more than 2 lbs. in weight
- r. Hardware, such as tools and hammers
- s. Indoor furniture (including free standing and folding)
- t. Items permanently attached to walls (including brackets, shelving and satellite dishes)
- u. Large adornments and non-seasonal decorations not in conformance with color scheme of the condominiums
- v. Lattice work
- w. Motorcycles
- x. Paints and flammable materials such as charcoal starter
- y. Paper goods, such as newspapers and sacks
- z. Pet cages/carriers
- aa. Screening, such as enclosure type rubber netting, plexiglass, or metal chicken wire
- bb. Toys
- cc. Trash related items, such as trash bags, trash cans
- dd. Vehicle parts and accessories
- ee. Pet food or other food items or substances that may attract animals
- ff. Any other items the Board deems hazardous, unattractive, out of season, or otherwise not in compliance with these Rules and Regulations



Permitted Items in Front Door Area. The following items are permitted in the front door area:

- a. Free standing plant stands and plants (not attached to the walls) subject to reasonable size limitations as determined by the Board
- b. Carpet/rugs in good condition not larger than 36" x 24"
- c. Seasonal door adornments (not nailed or fastened directly to the door; for example, a wreath should be hung on a wreath hanger)
- d. "Welcome" or similar signs (other than doormats) placed above, around, or near doorways are prohibited

## **PETS**

Section 2.9(e) of the Declaration provides that one (1) dog, cat, or other common household pet may be kept in a Condominium Unit so long as the pet is not kept, bred, or maintained for any commercial purpose. The following additional rules shall be applicable to all pets, including a pet owned or kept by an occupant of a Condominium Unit and a pet brought to the Property by a person visiting an Owner or occupant of a Condominium Unit. Any Owner or tenant who fails to comply with these rules shall be subject to a fine.

Owner Responsibility. Pet owners are responsible for cleaning up after their pets. Pets must be maintained on a leash under the control of a responsible person. Pets are not permitted to run loose throughout the Property. Pets shall not be kept unattended on a patio or on a balcony for any length of time. Pets are not allowed in the pool or pool enclosure at any time.

Dog Licensing and Registration Required. All dog owners must comply with Section 10-62 of the Hedwig Village Code of Ordinances regarding license and registration. Such ordinance requires all dogs harbored within the City of Hedwig Village to be properly licensed and registered with the City of Hedwig Village. The Association may require dog owners show proof of such licensing. Failure to procure and maintain such license and registration may result in fines to the responsible owners.

Number and Size. Only one (1) pet per Condominium Unit is allowed at the Property. No pet exceeding twenty-five pounds (25lbs.) shall be permitted within the Property at any time. A fine shall be imposed against any Owner who keeps more than one (1) pet at the Property or who violates the weight restriction. This fine shall be imposed on a weekly basis until such offending pet is removed from the Property.

Aggressive Pets. No pet that is aggressive or vicious toward humans or other animals is permitted within the Property. A pet that demonstrates aggressive or vicious behavior toward humans or other animals shall be removed from the Property if removal is determined by the Board to be necessary or appropriate.

Exotic Pets. Housing of an exotic animal (i.e., not a common household pet) is strictly prohibited.

Waste Removal. Pet owners are responsible for the sanitary removal of any pet waste on any portion of the Property. Failure to remove pet waste will result in a w fine. Such fine will continue and increase as provided herein for each incident or failure to properly remove pet waste. In addition, the Owner of the Condominium Unit where the pet resides or where the pet was visiting may be charged back for the cost of cleanup of such pet waste.

## **SWIMMING POOLS**

The swimming pool is for use by all Owners and occupants of the Condominium Units. Owners and occupants shall abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board. Permission to hold a party or meeting at the pool must be obtained in writing from the Board.

Pool Gates. Gates must be closed upon entering and exiting the pool area.

Pool Hours. Pool hours are from 8:00 a.m. to 8:00 p.m.

Lifeguards. THERE ARE NO LIFEGUARDS ON DUTY. No one should swim alone. A parent or an adult resident over the age of eighteen (18) must at all times accompany a child under eighteen (18) years of age when in the pool area. Use of the swimming pool is at the sole risk of the user and anyone using the swimming pool shall be deemed to have assumed such risk and shall be deemed to have released the Association, its Board, officers, and agents from any and all liability for accidents or injuries, including death. The foregoing release shall be binding upon such user and/or any parent, guardian, or other person over the age of eighteen (18) having responsibility, custody, control, or supervision of any minor under the age of eighteen.

Diving. No diving-feet first each time!

Conduct. "Horseplay", running, unreasonable splashing, spitting are prohibited. Indecent language, exposure, or behaviors are prohibited. Music and noise must be kept at a reasonable level. Only battery powered radios are allowed in the pool area. No music is allowed after 8:00 p.m.

Housekeeping and Care of Pool Areas. Housekeeping and care of pool and furniture is to be shared by all users. No pool equipment or furniture may be removed from the pool area. Foreign matters or debris must not be thrown into or about the pool. Decking surface is not heat/bum resistant. Smokers must bring and use ashtrays. Cigarettes stubbed-out on the decking leave permanent stains. Hairpens must be removed before entering the pool. The Association is not responsible for personal items left in the pool area. Personal property which is found in the pool area should be delivered to the management company.

Attire. Regulation swim suits only; swim trunks for males and bathing suits for females.

Non-Residents and Hazardous Conditions. If any Owner or occupant of a Condominium Unit believes that a non-resident is using the pool or that a hazardous condition exists, the Owner or occupant should immediately contact the managing agent or a Board member.

Guests. All guests who use the swimming pool must at all times be accompanied by the Owner or occupant of a Condominium Unit. Only two (2) guests per Condominium Unit are allowed in the pool area at any given time.

### **FLOORING MATERIALS WITHIN A CONDOMINIUM**

These rules shall apply to modifications made after the effective of these Rules and Regulations to flooring within living/family rooms, bedrooms, and dining rooms in all Condominium Units located on a second or third story which are situated above a separate downstairs Condominium Unit. The rules in this Section shall not apply to the first floor Condominium Units.

Type of Required Flooring Materials. All flooring within living/family rooms, bedrooms, and dining rooms must be carpeting over padding.

Nuisances. Any Owner who has installed flooring in his/her unit prior to the effective date of these rules shall continue to be bound by any applicable rule in effect at the time the flooring was installed and the applicable provisions in the Declaration prohibiting any act or omission which constitutes or may constitute a nuisance or annoyance, including any nuisance or annoyance created or resulting from excessive noise transmission due to the modification of the floor in a Condominium Unit and shall be subject to appropriate injunctive relief to abate any such nuisance or annoyance.

### **STRUCTURES**

No structure of any type may be constructed or placed within the Property for any length of time without the prior written consent of the Board.

### **WINDOWS**

Replacement Windows. Owners may install Don Young replacement windows either single hung or double hung, provided they are consistent with current Memorial Grove color and style (silver color, aluminum panes) and approved in writing by the Board prior to installation.

Window Coverings. All windows in a Condominium Unit are required to have appropriate window covering. All window coverings must be a neutral color. For the purpose of this rule, a "neutral color"

includes white, off-white, beige, tan, and cream. No deviation from the requirement of a neutral color shall be allowed. Window tinting, film, solar screen, foil, and similar types of materials are not permitted on windows. Any window tinting which exists as of the effective date of these Rules and Regulations and which is not in violation of any rule in effect at the time the window tinting was installed shall not be required to be abated or removed unless the window tinting is in a deteriorated or faded condition. However, existing window tinting shall not be replaced. All interior window coverings (whether draperies, blinds, shutters, shades, or any other type of whatever material including fabric, wood, plastic, vinyl, metal, etc.) must be kept in a neat and attractive condition.

#### **GARBAGE**

Garbage must be placed in plastic trash bags and tightly secured. All such trash bags must be placed inside the trash bins on the Property, not on the ground next to the trash bins or at other location. Trash bags may not be placed outside the door of a Condominium Unit for any period of time. Appliance, mattresses, and similar items which are too large to be placed in a plastic trash bag must be removed from the Property by the Owner. Construction/renovation debris shall not be placed in the Association's trash bins and must be removed from the Property by the Owner. The fine for a violating this Section shall be \$200 per occurrence. In addition, the costs incurred by the Association to remove garbage, debris, appliance, etc. will be charged to the Owner or occupant.

#### **CLOTHES**

Clothes, sheets, towels, rugs, and similar items shall not be hung in patio areas, on balconies, over a railing or fence enclosing a patio area or balcony, or anywhere else within the Property.

#### **PLANTS**

No plants, bushes, or trees shall be planted within the Property without the prior written consent of the Board. Plants in patio areas or on balconies must be maintained in a neat and attractive condition by the Owner or occupant of the appurtenant Condominium Unit.

#### **NUISANCE OR DISTURBANCE**

Noise. No Owner or occupant of a Condominium Unit shall at any time engage in an activity which unreasonably disturbs a surrounding Owner or occupant of a Condominium Unit of ordinary sensibilities. Owners and occupants of Condominium Units must be particularly conscious of noise between 10:00 pm and 8:00.

Disturbance. No Condominium Unit shall be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or illegal activity be committed or permitted to occur in or on any Condominium Unit or upon any part of the General or Limited Common Elements. This includes any action or activity that results in annoyance,

disturbance, insults, or interferes with Board members or suppliers in the employ of the Association (such as roofers or landscapers) in the regular course of duty on the Property.

#### **GENERAL COMMON ELEMENTS**

No items of personal property may be stored on the General Common Elements for any length of time.

#### **RUGS, MATTS AND OTHER FLOOR COVERINGS**

Door Areas. No floor covering or artificial surface may be placed in the front door area of a Condominium Unit, on a patio balcony, on a patio area or balcony other than a carpet or mat not exceeding thirty-six inches (36") in width and twenty-four inches (24") in length.

Patio Areas and Balconies. No tile or stone flooring may be installed on a patio or balcony without the prior written consent of the Board.

#### **FRONT DOORS AND LIGHT FIXTURES**

No modifications or improvements to a front door, including, but not limited to, paint, door handles and hardware, shall be made without the prior written consent of the Board. No modification or change of light fixtures by front doors, on patios, and on balconies shall be made without the prior written consent of the Board.

#### **APPLIANCES, FIXTURES AND PLUMBING**

The Association pays for the gas service provided on the Property. If gas appliances are installed in a Condominium Unit, the Owner of the Condominium Unit in which the gas appliance is installed obtains the benefit of gas services without having to directly pay for the cost of the gas services. Also, it has been determined that single-handled faucets in bathrooms and kitchens sometimes cause a cross-over problem resulting in one or more Condominium Units not having hot water. Accordingly, the Association adopts the following rules relating to appliance and fixtures.

Gas Appliances. A gas appliance shall not be installed in a Condominium Unit. Appliances in Condominium Units must be electric for which the electrical service is billed by the service provider to the Owner of the Condominium Unit directly. If a gas appliance was installed in a Condominium Unit prior to June 4, 2013, the gas appliance shall not be required to be removed. However, the Owner of the Condominium Unit in which a gas appliance exists will be required to pay the Association \$25.00 per month for each gas appliance in the Condominium Unit to offset the cost of the gas service paid to service providers by the Association. Further, a gas appliance that exists as of the effective date of these Rules and Regulations shall not be replaced with a new gas appliance; rather, at such time that an existing gas appliance requires replacement, or at the time the Condominium Unit is sold by the person who owns the Condominium Unit, whichever is the first to occur. Any unauthorized gas appliance will

result in a fine of \$1,000. The Association, its officers, Directors, employees and agents are not responsible for accidents or injuries, including death, relating to the use of gas appliances.

Fixtures. Single-handled faucets are prohibited.

Plumbing. Fresh water flows in a loop around the Property starting with the boiler room, which is adjacent to the laundry room. When water is shut off to a particular Condominium Unit or building, the boiler may be damaged. Therefore, Owners and occupants are prohibited from shutting off, or instructing plumbers in their employment to shut off water to Condominium Units or buildings. If an Owner, occupant, or the contractor thereof, shuts off water to a Condominium Unit or building, the Owner shall be subject a charge back for the cost of any necessary repairs plus a \$1,000 fine.

### **SIGNS**

No advertisement, posters, billboards, unsightly objects, letters to the community or signs of any kind (except for "For Sale" or "For Lease" of not more than five square feet per unit), shall be erected, placed, permitted, or displayed in the Property or be visible from the General Common Elements without the prior express written consent of the Board or the management agent acting in accordance with the Board's direction. No propaganda, personal newsletters, slanderous notices, or personal, false, or slanderous flyers or letter shall be placed, permitted, or displayed in the Property or be visible from the General Common Elements. A violation of this Section will result in a fine.

### **ENFORCEMENT**

The Code authorizes the Association to impose reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association. Accordingly, the following rules relate to the imposition of fines for violating these Rules and Regulations.

Notice of Violation. A violation of these Rules and Regulations shall be verified by a member of the Board or the Association's managing agent. Upon verification of a violation of these Rules and Regulations, the Association shall, through its managing agent, forward written notice thereof to the Owner who violated the Rules and Regulations. If these Rules and Regulations are violated by a tenant or guest of an Owner, or the guest of a tenant, written notice shall also be forwarded to the tenant. All notices of violations shall be forwarded to the Owner at the most current mailing address provided to the Association by such Owner. The notice shall (1) describe the violation, (2) state that not later than the 30th day after the date of the notice, the Owner may request a hearing before the Board to contest the fines, and (3) state a reasonable period of time within which the Owner shall have to cure the violation and avoid a fine. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of these Rules and Regulations continues to exist. Not later than the 30th day after the date of such notice, the Owner may submit documentation, such as photos, veterinary records, etc., and a written statement, preferably notarized, to the property manager to dispute the fine. The property manager will present the documentation and

written statement to the Board for consideration at the next regularly scheduled Board meeting. However, the opportunity to cure a violation and avoid a fine need not be given if the Owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall give written notice to the Owner not later than the 30th day after the date of levy.

Fines. Except as otherwise expressly set forth in these Rules and Regulations, the amount of the fine to be levied against an Owner for violation of a rule hereunder shall be \$100. If a violation continues to exist after the period given in the notice to cure expires or the violation occurs again, the Owner will be fined \$200. If a violation continues to exist after the period given in the second notice to cure expires or occurs again, the Owner will be fined \$300. An owner may be subject to a continuing fine of \$300 for each reoccurrence of the same violation thereafter.

Other Remedies. Fines shall be in addition to, not in lieu of, all other remedies available to the Association.