



# Silver Maple Condominium Village Owners Association

Association Management Team  
Lorraine Goss, Managing Partner

August 22, 2012

## Amendment to Silver Maple Condominium Rules and Regulations Published January 2011

Dear Silver Maple Unit Owner,

The Board of Directors at their August 2012 board meeting has enacted the following revisions and new additions to the Silver Maple Rules Book. The rules will be effective on September 10, 2012. Please attach these changes to your copy of the rules book. You may contact REM Commercial at 330-491-3700 should you have any questions.

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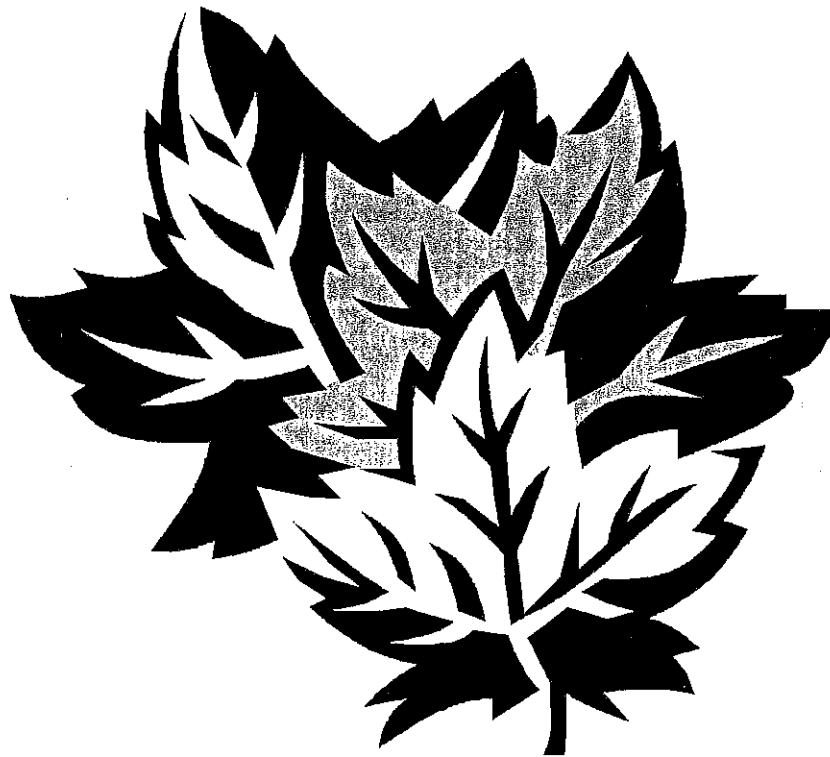
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# SILVER MAPLE CONDOMINIUM VILLAGE



## HANDBOOK OF RULES AND REGULATIONS

REVISED JANUARY 2011

## WELCOME

Welcome to Silver Maple Condominiums. We hope that you will enjoy your new home. Our objective is to maintain Silver Maple Village as a very nice place to live. In order to do this we have established this handbook, which pertains to living in a condominium complex.

The attached document contains Rules and Regulations, which take into consideration the health, safety and comfort of all residents. We trust you will find them reasonable and will cooperate by upholding them. They should be left in the unit after selling and moving out.

We ask that you keep this document handy and that you refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact Jason Saal at REM Commercial at 1-800-217-4047 or 330-491-3700 for immediate and urgent items or by putting a note in with your monthly maintenance fee. Additional information is contained in the Silver Maple's Declaration and Bylaws, as recorded in the Summit County Records.

Silver Maple Village belongs to you, its members. The Association is the community with the Board as its elected governing body. Many of you have not experienced condominium living before and we hope that the information provided will assist you in adjusting to a new way of life. As a unit owner you are part of the association. You're elected Board and your Management company contract and pay for lawn care, snow removal, trash removal, insurance on the exterior of the buildings and the common areas. Your monthly maintenance fee helps pay for these items. Each year a budget is established and priorities are set. Leaving the unit owner's only responsibility to comply with the requirements set forth in the governing documents.

This copy of Silver Maple Village Rules and Regulations, revised January 2011, supersedes all previously published Rules and Regulations.

Again we say welcome.

The Board of Managers

Silver Maple Village

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# **RULES AND REGULATIONS---REVISED JANUARY 2011**

## **UNIT OWNER'S RESPONSIBILITIES**

These items are defined in the Declarations of Condominium Ownership. We have printed some of these to assist you in your personal maintenance scheduling.

1. Interior of the unit
2. All doors (must be white only), door frames, door screens, windows, window frames, and window screens, but any changes must be approved by the Board
3. Garage space including garage door mechanism, tracks, springs, cables, locks, and automatic door opener
4. All heating, cooling, and ventilation equipment and pad for air conditioning compressor unit
5. Patios, porches, and decks
6. Utilities separately metered for the unit and utility service line connections exclusive to the unit
7. Any additions or changes constructed by a unit owner (Note: Any additions or changes to the exterior of the structure will need prior written approval of the Board of Managers)
8. Insurance for the private unit owners coverage
9. To maintain all plants and trees installed by a resident
10. To water the lawn and shrubbery adjacent to the unit often enough during the Spring and Summer seasons to prevent browning, disease, and dying of the grass
11. To replace burned out light bulbs in exterior light fixtures for the unit front and back door and garage
12. Interior pest control
13. In the best interest of all concerned, we suggest children wear proper equipment for outside activities, such as helmets, knee pads, elbow pads, etc

## CONDOMINIUM ASSOCIATION RESPONSIBILITIES

1. Painting and repairs to building exterior siding, foundation, roof, and driveway
2. Utilities which are not separately metered to unit owners
3. Common area insurance
4. Repair of gutters and downspouts
5. Grass cutting and fertilizing
6. Care and maintenance of common area trees and shrubs
7. Pest control services, exterior only
8. Signs
9. Light and globe at unit's entrance gate
- ~~10. Maintenance of exterior surface of main garage door and trim~~
11. Trash removal
12. Common area snow removal
13. Contract for repairs and upgrading of buildings
14. Maintain privacy fences between units

\*\*\*These are only some of the items listed in your documents. You should read both the Bylaws of the Association and the Declaration on Condominium Ownership.\*\*\*

## PARKING AND PARKING AREAS

1. Parking for each unit owner/renter is limited to the unit garage. Any additional vehicles may be parked in the unit driveway (if space permits) or in designated parking areas (cul-de-sacs). Street parking is permitted on one side of the street not designated as a fire lane, but not overnight. Should a unit owner have a third vehicle, said vehicle shall be parked in the guest and visitors parking lot in the front of the complex.
2. The following vehicles shall not be parked or stored on the common grounds: Any trailer, travel trailer, snowmobile, motor bus, motor home, mobile home/house trailer, recreational vehicle, truck camper, manufactured home, historical vehicle, collector's vehicle, three or four-wheel off road vehicle, truck, boat or boat trailer, motorcycle, motorbike or motor scooter, vans (licensed as commercial), or any unlicensed, expired licensed or disabled vehicles for a period greater than 24 hours.
3. Any of the above listed vehicles that are excluded from the common grounds and areas adjacent to the driveway of the unit may be kept in the garage of the unit, providing they can be contained within the garage, and the garage door is able to be closed.
4. Short-term and /or overnight parking by a unit owner is permitted in the driveway in front of that unit owner's garage providing the parked vehicle does not hinder access to other unit (s) garage. Vehicles must not extend beyond the concrete area in the driveway.
5. As the Rules and Regulations point out, a unit owner should store owned vehicles first in that unit's garage, second in the driveway, third in designated areas, fourth in the parking area up front, and only last on a pad. The pads are never used for storage or for more than 24 hours at a time. Repeated abuse is subject to penalty assessments and towing.
6. Vehicle repairs shall be limited to the unit owner's garage.
7. Parking is prohibited in fire lanes. Coming into our complex, that would be on the right lane and signs are posted. Violations are subject to citation by the Cuyahoga Falls Police Department and/or Fire Department.
8. Any unit or renter observed violating the parking rules will be warned in writing by the Management Company to immediately cease said violation. If said violation is not immediately stopped, then the rules violation assessments and collection procedures set forth in the Rules and Regulations may be employed by the Board of Managers.

## LANDSCAPING AND DECORATING OF UNITS

1. Except as specifically permitted in the Rules and Regulations stated herein, no unit owners/renters may make any alterations, modifications, additions, or other changes to the grounds of any units, or to the exterior of any unit without prior written approval of the Board. Alterations may be removed at the offending unit owner's expense.
2. Existing trees and shrubs planted in the courtyard by unit owners/renters at their expense which die shall be replaced at their expense in the same area without Board approval.
3. If a unit owner wishes to install a separate satellite dish, it must be installed in the planting bed of the courtyard and not be attached to the roof, sides of unit, or on fences. No other locations will be permitted. Prior to installation, the owner shall provide to the Management Company a drawing showing the proposed location of dish and the routing of the cable into the unit. Installation shall not proceed without prior written Board approval.
4. Installation of storm doors is permitted on the unit's front door. Permanent white vinyl or aluminum exterior patio sliding glass storm doors and window storms are permitted. Installation of storm doors or window storms on the exterior of the unit requires prior written approval from the Board. Maintenance and insurance of such storm doors and windows are the responsibility of the unit owner.
5. Holiday decorations...Christmas, Easter, Halloween, etc are allowed, but should be removed within a reasonable time following the holiday season.
6. Nothing should be attached to the black iron gates permanently and nothing should be on them to conflict with the opening of the gate.
7. Lawn furniture may be used in grassy areas in courtyards and patios only. It is the responsibility of the owner to remove such furniture from the lawn when the warmer seasons are over.
8. Rocks, plants, stones, and any natural items can be used around the courtyard and under the fences for decorating purposes, but only with the Board's approval.
9. Permanently installed walls, curbs, benches, edging, railroad ties, or treated wood planters shall not be installed or planted without the approval of the Board. Asphalt, untreated wood, plastic, or similar materials may NOT be used.
10. There will be no outdoor cooking or storing of grills in the courtyards. Any cooking outdoor must be at least 10 feet away from the unit.
11. There will be no garage / yard, or estate sales permitted anytime.



## PATIOS

1. Any unit owner wishing to install or replace a patio must obtain written approval from the Board BEFORE construction begins. A written request, including a simple sketch of the proposed patio design, must be submitted to the Board in order to initiate the approval process.
2. Failure to obtain Board approval for a patio prior to construction, or installing a patio disapproved by the Board, may result in removal of the patio at the unit owners' expense or in the unit owner incurring additional expense to modify or rebuild the patio to conform to Association guidelines.
3. Only Board approved concrete may be used for patios. Any color to be used for patio material must be approved by the Board. All work must meet standards of professional craftsmanship with work completed in a timely manner.
4. Owner installed planted areas shall not exceed 18" in width adjacent to any side of the patio.
5. Patio, deck, and porch maintenance and repair are the responsibility of the unit owner or renter. Failure to maintain the patio may result in the Board repairing or removing same at the unit owner's expense.
6. No fences or type of divider may be installed around a patio and an adjacent unit. The use of evergreens or other ornamental shrubbery is permissible for privacy so long as such evergreens and shrubs are well trimmed and maintained. Any change or addition requires approval of the Board as these changes or additions would occupy common ground.
7. All items on the patio, including furniture, grills, outdoor carpet, and other items considered seasonal in nature must be maintained by the unit owner/renter in reasonably good appearance to any passerby. Patio furniture must be stored inside the unit during the winter months. No wood for fireplaces is to be stored on the patio or outside the unit. Grills with attached propane tanks are NOT PERMITTED to be stored in the garage of any unit. Propane tanks are to be kept OUTSIDE the unit, on the patio, at ALL TIMES.
8. Installation of electric bug killer lights is permitted during the Summer season in the patio area. Installing bug lights in other locations on the common grounds is prohibited without prior written Board approval. Bug lights must be turned off at 11:00 P.M. nightly. Leaving bug lights on overnight constitutes a public nuisance because of the zapping sound produced by the lights. Any violation of these rules may result in the offending light being removed at the unit owner's expense.
9. Hanging baskets may be hung in the rear of the unit, but no bracket fixtures can be attached to the outside of a unit without prior approval from the Board of Managers. Brackets or fixtures that are attached to a unit without Board approval may be removed, after review, at the unit owner's expense. Ground wrought iron hooks are permitted for hanging flowers during the summer.

## PETS

1. Unit owners and renters are permitted to have common pets. There will be a limit of two (2) pets per unit at any given time. Neither wild animals nor exotic pets are permitted. The Board has the right to define the type of pet that is permitted, such as dogs or cats, which does not include tame rabbits, ducks, etc.
2. When a pet is not inside its owners' unit, that pet must be kept on a leash and not be permitted to roam the common grounds. This means ALL PETS! This rule is also a city of Cuyahoga Falls ordinance, and any pet running loose is subject to being picked up by the Cuyahoga Falls Animal Warden. Nothing should be attached or leaned on the fences or gates to keep pets inside the courtyard. Pets should also be on a leash while in the courtyards AT ALL TIMES.
3. Unit owners and renters must prevent their pets from depositing feces on any of the Association's common grounds. When such instances do occur, it is the pet owner's responsibility to clean up the feces immediately. If they don't and the Association has to clean it up, the owner will be charged. Animal feces carry lingering germs, and when left on the common grounds, presents a hazard to the public health and safety, especially to children who play on the grassy areas. Non-compliance in cleaning up after your pet can result in permanent removal of the pet from Association grounds following notification of the Summit County Health Department.
4. Unit owners and renters are responsible for lawn repairs that are necessary due to their pet's destruction of the lawn, trees, or shrubs. This destruction can be caused by repeated urination in the same area.
5. Pets may be tied outside for short periods of time and only when the owners are home. They must be adjacent to their owner's unit and on a leash no longer than six feet in length so not to intrude on a neighbor's patio or lawn area. They must never be tied to trees or shrubbery.
6. Allowing a pet to cause unreasonable disturbance (during either day or night time hours) or any commotion or prolonged annoyance to any neighboring unit owner constitutes a public nuisance. Such actions by a pet may result in the owner being required to permanently remove the pet from Association property within (3) days following written notice from the Board.
7. Unit owners and renters having pets are responsible for keeping them healthy and to see that their pets have all legally required shots, such as rabies prevention.

## **TRASH COLLECTIONS**

1. Trash collection and recycle service is provided weekly to all unit owners.
2. Trash is to be placed at curbside either after 5:00PM the evening before or early the morning scheduled for trash pickup. Empty trash cans should be taken back to garages for storage in a timely manner.
3. Cuyahoga Falls trash containers and recycle totes provided to us must be used. Paper bags are to be used for recycling of papers only and put into the recycle tote. Aluminum cans and bottles should be placed in the recycle bag provided by the city, then placed in the recycle tote. Please secure trash cans from roving animals, birds, and windy days.
4. Trash that is put out in paper bags not in a recycle tote or not secured properly will NOT be picked up if it has scattered due to wetness or wind. Extra costs to the Association for any trash cleanup will be assessed to the appropriate unit owner.
5. We follow the City's day for pickup times (Thursday).

## **GLASS POLICY**

1. All unit owners are responsible for replacements of broken seals in windows or broken springs in the window casements.
2. Any broken window glass is the responsibility of the owner/renter.

## **GENERAL REPAIRS**

1. Screens: Screen replacement or repair, including porches, is the sole responsibility of the unit owner. Screening must be kept in good repair.
2. Locks: Locks are the responsibility of the unit owner.
3. Garage Doors: Painting of main exterior garage doors and any repairs due to the normal wear and tear of them are the Association's responsibility. Damage other than that stated above is the unit owner's financial responsibility. Locks, springs, garage door openers etc. will be the owner's responsibility, as is any damage caused by the owner.
4. Porches: Porches are to be painted by the unit owner to match the color of the condominium unit.
5. Gates: Iron gates will be maintained by the Association; therefore they can't have anything put on them permanently.

## **SERVICE REQUESTS-COMPLAINTS**

1. All requests for service or maintenance work provided by the Association are to be made to the Management Company. Poor workmanship and/or damage caused by any construction should be reported to the Management Company.
2. In matters where there is a dispute over whether the maintenance or repair work is the responsibility of the unit owner or the Association, the Board has the right to determine responsibility in accordance with the Bylaws. The unit owner can appeal an unfavorable decision to the Board, either in writing or a regular Board meeting. Any repairs due to damage determined by the Board to be the unit owner's responsibility will be repaired by the Association and billed to the unit owners by the Board.

## **PAYMENT OF MAINTENANCE FEES OR ASSESSMENTS**

1. Unit owners are responsible for prompt payment of monthly maintenance fees and any specific assessments levied by the Board.
2. Monthly maintenance fee payments are due the first of each month. Payments made on or after the TENTH of the month, based on the post mark, will carry a \$25.00 penalty fee each month past due. All late payments made by unit owners will first be applied to any past due balance.
3. A unit owner renting a unit or selling it on land contract continues to be responsible to the Association for the payment of maintenance fees and special assessments, regardless of any agreement between the unit owner and renter. Tenants or land contract buyers may make payments for the unit owner, but if they are delinquent, the unit owner retains responsibility to pay the Association and is subject to any service charges levied. The unit owner also retains voting rights in the Association on a land contract sale until title transfers to the new owner.
4. No unit owner may withhold any payment due the Association because of a complaint over actions by the Association or the Board. If a unit owner does withhold payment the status will be the same as a regular delinquent account.
5. Any past due amounts will be shown on regular monthly statements sent to the unit owner by the Management Company. Any disagreement on the account owed should first be called to the attention of the Management Company. If still unresolved, it can be appealed to the Board.
6. When a unit owner becomes delinquent in payment of the maintenance fee, the Board shall proceed, at its discretion, to file a lien against the owner's unit. In such instance, the actual administrative fee will be added to each filing. As provided in the Association's Declarations, all

lien amounts are subject to 8% interest on the amount owed (in addition to the face amount). A lien prohibits a clear title to the property and will prevent the sale of the property until the debt owed the Association is paid and the lien is removed.

7. The affected unit owner will be notified in writing by the Board of its intent to file the lien. Before final action is taken, the unit owner has three (3) days to pay the amount in arrears, or to negotiate a payment schedule that is acceptable to the Board. If the debt is not paid and/or a payment schedule is not established, the lien will be filed at the expiration of the three (3) days.
8. If a delinquent owner goes further in arrears, subsequent lien will be filed without advanced notice to cover additional monies owed. If an owner falls many months in arrears; the Board will take action to collect through foreclosure sale of the unit under lien. A lien will be discharged only after the affected unit owner makes full payment of all monies owed to the Association. Association Attorney fees that are required due to foreclosure of a lien will be the financial responsibility of the unit owner.

### **RULES FOR LEVYING ASSESSMENTS/FINES FOR VIOLATIONS**

1. To discourage violating Association Rules and Regulations, the Board of Managers has approved "rules violation assessments" against persistent violators.
2. "Rules violation assessments" may be imposed for any violation of the Rules and Regulations and will be levied only as a last resort against residents who ignore repeated requests to cease the violation.
3. Enforcements will be carried out uniformly, without discrimination or favoritism. No assessment will be levied unless an eyewitness reports the violation.
4. The Board's authority to levy an assessment does not prohibit it from using other remedies and/or sanctions for violations of the Declarations, Bylaws, or the Association's Rules and Regulations.
5. No assessments will be levied against a resident until the Management Company has warned the resident in writing to cease the violation. This will be followed by a certified letter from the Management Company. Failure to cease the violation within twenty-four (24) hours of receiving the certified letter will subject the resident without further notice to an assessment in the amount of fifty dollars (\$50.00). Thereafter, the "rules violation assessments" will be automatically levied daily for each day the violation is repeated. Assessments for rules violations may be appealed to the Board at the regular Board meeting or by written correspondence to the Management Company.
6. No offensive activity shall be carried on in any unit, or upon the common areas. No disturbances shall endanger the health of or unreasonably disturb any of the other unit owners. They will receive a notice specifying the violation. Failure to cease the violation can result on a "rules violation assessment" against the owner.

7. Residents are responsible for the actions of their children. If a child persists in a violation of the Rules and Regulations, the parent will receive a notice specifying the violation (s). If the child fails to cease the violation, a "rules violation assessment" will be levied against the unit owner or renter.
8. Residents are responsible for the conduct of their guests. For persistent rule violations, the unit owner will be sent a letter of the specific violation (s). Failure of guests to cease the violation can result in a "rules violation assessment" being levied against the owner whom they are visiting.
9. Unit owners who choose to rent their units are ultimately responsible for the conduct and actions of the renter. In a case involving persistent rule violation, a written notice will be given to the unit owner as well as the renter. A "rule violation assessment" will be levied on the unit owner.
10. Notice of a "rule violation assessment" will be sent to a unit owner, and the assessment is payable within thirty (30) days. Failure to pay within sixty (60) days will result in a lien being filed for the amount due plus the actual administrative lien fee.

### **SELLING OR RENTING UNITS**

1. "For Sale" or "For Rent" signs are permitted ONLY in the window of a unit.
2. Unit owners who are selling their units must notify the Management Company or Board of Managers for the following reasons:
  - A. Unit owners are required to notify the Board of their intent to sell. When a tentative agreement is reached, a copy of the contract is to be sent to the Association, following review by the Board, its right of first refusal will be granted, providing all requirements have been met by the seller.
  - B. Proper transfer of monthly maintenance fee payments to the new owner.
  - C. The Association issued "Right of First Refusal Letter" will be required before a close of sale and transfer of title.
3. The unit owner is responsible for advising the new owner or tenant of the Association's Rules and Regulations. The unit owner should leave the copies of the Declaration, Bylaws, and Rules and Regulations with the new owners. All tenants are to be given a copy of the Rules and Regulations and are to be expected to abide by them.
4. Owners of a unit being rented are responsible for ending any rule violation being committed by their tenants and liable for the cost of any damages their tenants cause to Association property or common grounds.
5. Owners renting their units are responsible for ceasing any public nuisance or public health or safety hazard created by their tenants.
6. No unit shall be rented or leased for multi-family living, for transient or hotel purposes, for business purposes, or for a period of less than six months.
7. The lease documents must contain a clause making it subject to the covenants and restrictions of the Silver Maple Condominium Association, and further subject to the Silver Maple Condominium Association Rule and Regulations.



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## Silver Maple Enforcement Procedure

- A. The owner shall be responsible for any violation of the Declaration. Bylaws and Rules by the owner, guests, or the occupants, including tenants, of his/her unit.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuation a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  1. Written notice(s) will be served upon the alleged responsible owner specifying:
    - a. A reasonable date by which the owner must cure the violation to avoid proposed charge or assessment: and
    - b. A description of the property damage or violation: and
    - c. The amount of the proposed charge and/or enforcement assessment: and
    - d. A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
  2. To request a hearing the owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth (10<sup>th</sup>) day after received the notice required by item E-1 above.
    - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or enforcement assessment will be immediately imposed: and
    - b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
  3. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than ten (10) days.