

Marwyck Place Condominium Association



Rules & Regulations Handbook

MARWYCK PLACE CONDOMINIUM ASSOCIATION WELCOME LETTER

Dear Unit Owner:

WELCOME to Marwyck Place Condominium Association (Marwyck Place). We, the Board of Directors for the Association, hope you enjoy your condominium unit. Our objective is to maintain Marwyck Place as a very nice place to live. In order to accomplish this, we created this handbook to highlight certain rules that specifically pertain to living at Marwyck Place in this condominium atmosphere and that are embodied in the Declaration of Condominium Ownership.

These are common sense rules and regulations that take into consideration the health, safety and comfort of all owners and residents at Marwyck Place. The Board is authorized to adopt and enforce these rules and regulations pursuant to Bylaws Article V, Section 1. We hope you will find them reasonable and will cooperate by upholding them.

The Board has hired a management company, Kare Condominium Management Company, Inc. (KareCondo), to handle the day-to-day operations of the property. The Management Company's job includes: handling accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

We ask you to keep this booklet handy and to refer to it when necessary. If something arises that may not be covered in the booklet, please do not hesitate to contact the Management Company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded in the Summit County Records Volume OR1732, Pages 614-650 et seq.

This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern. Before moving into Marwyck Place, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the County Recorder or from the Management Company.

Thank you,

The Board of Directors
Marwyck Place Condominium Association

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INTRODUCTION

Marwyck Place Condominium Association (Marwyck Place) is located in Northfield, Ohio. The condominium property uses the services of the City of Northfield's Police and Fire Departments.

Construction of the condominium property began in 1994 and was completed in 1998. The property is comprised of forty-nine (49) units located in sixteen (16) building(s). The streets and drive are private and therefore maintained by the Association. The Association also maintains an insurance policy for the common areas, but unit owners and residents are responsible for obtaining insurance for their units and personal effects.

As a private condominium property, we are governed by our own Declaration and Bylaws. We elect our own Board of Directors from our unit owners and the Board manages association affairs on behalf of our owners. There are three (3) Board members who each serve without compensation for a term of two (2) consecutive years. There are no term limitations. Board terms are staggered so as to elect two members one year and one member the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Directors is organized by electing from among its members the following officers: President, Vice-President(s), Secretary, and Treasurer.

The Annual Meeting of the owners for the election of Board Members is held in the month of each year. Regularly scheduled Board meetings are held throughout the year. Unit owners wishing to attend a Board meeting should check with the Management Company to verify the date, time and meeting location.

The Association retains the services of Kare Condominium Management Company (KareCondo). Their office hours are Monday through Friday, 9:00am until 4:30pm, and their telephone number is:

330-650-4318

KareCondo's twenty-four (24) hour, seven (7) days a week, emergency number is: 330-734-8303

Please only use for real emergencies

I. Administrative Rules and Regulations:

A. Adoption.

The Board may adopt Rules governing the operation and use of the Condominium Property not in conflict with the Declaration or Bylaws.

B. Amendments.

Such Rules may be amended from time to time by a majority vote of the members of the Board.

C. Purpose.

To identify and expand on different elements of the Governing Documents and to maintain or increase the harmonious quality of life of the membership/community as a whole.

II. Definitions.

A. Space within the Units.

Each of the Units shall consist of all of the space bounded by the interior surfaces of the perimeter walls, floors and ceilings of the Unit and such interior walls and other partitions or roof rafters including drywall.

B. Inclusions.

- 1) The decorated surfaces, including paints, lacquer, varnish, wallpaper, tile and other finish material applied to walls, floors, and ceilings;
- 2) All windows, screens and doors (other than exterior of the garage door);
- 3) All fixtures located within the bounds of a Unit;
- 4) All control knobs, switches, thermostats and base plugs and connections affixed to or projecting from the walls, floors and ceilings;
- 5) All plumbing, electric, heating, cooling and other utility or service lines, pipes wires, ducts or conduits which serve the unit and which are located within the bounds of the Unit; and
- 6) All decks, patios, fencing, or privacy walls.

C. Common Elements.

Common Elements shall consist of the Land, foundations, slabs, structural elements and exterior surfaces of buildings, exterior utility lines and shared interior utility lines, drives and parking elements, trees, shrubs and landscaping.

D. Limited Common Elements.

Limited Common Elements are those portions of the Common Elements that are immediately adjacent to the respective Units and are for the exclusive use of the respective Unit Owners. The Limited Common Elements for each of the respective condominium Units is shown on Exhibit "B" of the Declaration. The Limited Common Element typically extends at least 22 feet from the front of the Unit garage, 20 feet from the front and rear of the Unit, and 5 feet from the side of any end Unit.

Note:

These are only some of the definitions listed in the documents. Unit Owners should read both the Declarations of Condominium Ownership and Bylaws.

III. Areas of Responsibility.

A. Board of Directors.

The responsibility of the Board of Directors is to:

- 1) Uphold the Declaration of Condominium Ownership, Bylaws and conduct the business of Marwyck Place Condominium Association (MPCA) relative to repairs, maintenance and general upkeep of the property;
- 2) Develop and enforce reasonable Rules, Regulations and Guidelines for the usage of the Common Element;
- 3) Formulate and approve a budget on a yearly basis;
- 4) Establish an adequate Reserve Fund for required future repairs and replacements;
- 5) Be responsible for the day to day decisions made concerning the operation of MPCA; and
- 6) Promote involvement and peaceful enjoyment of the Property for all MPCA members.
- 7) Decisions concerning the Association are made during the Board's monthly meetings, which are generally held on the first Tuesday of every month.

B. Management Company.

The responsibility of the Management Company is to work with the Board of Directors, at their direction, which includes repairs and maintenance, enforcement of the Rules assisting in the budget process, and record keeping. Management implements the Board decisions and handles all communications from Unit Owners, lenders and contractors. All questions and concerns about the Association should be directed to the Management Company in writing. In case of emergency, such as fire, contract the fire/Police departments directly.

C. Unit Owners.

The responsibility of the Unit Owner is to cooperate by helping to uphold the Rules, adopted and to maintain, repair, or replace all portions of his Unit's internal installations and Limited Common Element.

IV. Channels of Communication.

- A. The Board of Directors consists of 3 individuals who are Unit Owners and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Property. Decisions concerning the Property are made during the Board's monthly meeting, generally held on the first Tuesday.
- B. In between the monthly Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors and vendors. If you have questions, concerns, or requests about the maintenance of the Property, please direct the matter to the Management Company, in writing.
- C. The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

V. Collection Policy.

- A. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
- B. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
- C. Any payments made shall be applied in the following order:
 - 1) Interest and/or administrative late fees owed to the Association
 - 2) Collection costs, attorney's fees incurred by the Association
 - 3) Principle amounts owed on the account for common expenses and assessments.
- D. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
- E. Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.

- F. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to by the Declaration, the Bylaws, or the Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

- G. Please call the Management Company if you have any questions and/or comments with respect to the Collection Policy, as it is the Board's desire that all Unit Owners have a full understanding of the procedures involved in keeping the Association solvent and the community attractive, both physically and financially.

VI. Maintenance Responsibilities.

A. Association Responsibilities.

- 1) Building exterior, foundations, roofs, gutters and downspouts;
- 2) Concrete roadway;
- 3) Common Element utilities;
- 4) Master insurance policy;
- 5) Landscaping of Common Elements including reasonable maintenance of trees, grass cutting, fertilizing and reseeding of lawn elements and mulching;
- 6) Signs;
- 7) Common Element light fixtures; and
- 8) Common Element snow removal.

B. Unit Owner Responsibilities.

- 1) Interior maintenance and repair, including walls, floors and ceilings;
- 2) All windows, window sashes, window screens, and doors;
- 3) Patios and front and back stoop;
- 4) All plumbing and utility service lines inside the unit, serving only the unit, and also the air-conditioner and its support base/pad; and
- 5) Insurance on improvements and personal property/liability.

Note:

These lists are provided to assist Unit Owners in scheduling of maintenance. For a more complete listing, consult the Declaration of Condominium Ownership. If you are uncertain about the responsibility for a certain item, please contact the Management Company.

VII. Owner/Occupant(s) Information.

A. The Unit Owner must provide the following:

- 1) Names of all Occupants;
- 2) Home and business mailing addresses;
- 3) Home and business telephone numbers;
- 4) Name, business address and telephone number of any person who manages the Unit on behalf of the Unit Owner; and
- 5) Any change in the information required in 1-4 above must be provided to the Board within 30 days of the change.

VIII. Common Elements.

A. Restrictions and General Information.

- 1) Each Unit Owner shall use his Unit and exercise the privilege of being a Unit Owner, which will not violate any of the provisions of the Bylaws, Rules, or any provisions of the Declaration of Condominium.
- 2) Commercial trucks, trailers, boats, or recreational vehicles are prohibited from being stored overnight anywhere on the Condominium Property, except in the confines of the Unit garage.
- 3) No alterations or changes shall be made to the exterior of the Unit except with the written approval of the Board.
- 4) Alterations to the Common Elements are prohibited including planting or removing any presently planted shrubbery or trees without the prior written consent of the Board.
- 5) Please be considerate of your neighbor with regard to noise, such as loud music, TV, animals, etc.
- 6) The riding of bicycles, snowmobiles, or any other small type of vehicle is prohibited in the Common Elements, including sidewalks, except for roadways as provided by law.
- 7) "Visitor" parking should be reserved for visitors. All Unit Owners should utilize their individual Unit's parking, i.e. garages and driveways to park their vehicles as their primary parking area.
- 8) Vehicle repair shall be limited to the Unit Owner's garage or driveway immediately in front of the garage and shall not be under repair for more than 24 hours outside of the garage.
- 9) Unit Owners shall keep their garage door closed when not attended for security and to preserve the overall aesthetic beauty of the Association.
- 10) Disposal of waste materials, i.e. oil, solvent, or any other volatile or inflammable material, are prohibited from being poured or spilled, intentional or unintentional, into the storm sewers, garage catch basins, or the Common Elements.

- 11) Storage of any items in the Common Elements is prohibited.
- 12) No signs, i.e. political, advertising, etc. are permitted on Common Elements or Units except as permitted in "Sale of Units" section.
- 13) Renting of Units is prohibited except as described in "Renting/Leasing of Units" section.

IX. Enforcement Procedure and Assessments for Rule Violation.

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws. Or Rules by the Unit Owner, guests, or the occupants, including tenant, if any, 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 effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible Unit Owner.
- C. In accordance with the procedure outlined in item E below, actual damages and/or an Enforcement Assessment of up to but not exceeding \$50.00 per occurrence, or if violation is of an ongoing nature per day, may be levied by the Board on any Unit Owner in violation. The Unit Owner of the Unit in which said tenant resides will be held liable for the Enforcement Assessment.
- D. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account
- E. In the event of such violation, the following procedure will be followed:
 - 1) Written notice (s) will be served upon the alleged responsible Unit Owner specifying:
 - a. A responsible date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
 - b. A description of the property damage or violation;
 - c. The amount of the proposed charge and/or enforcement assessment;
 - d. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- F. To request a hearing, the Unit Owner must mail or deliver a written "Request for Hearing" form, which must be received by the Board via the Management Company, no later than the tenth day after receiving the written demand to remedy the alleged violation required by Section E above.

- G. At the hearing, the Board and the alleged Unit Owner will have the right to present any evidence. The hearing will be held in an Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate the alleged violation and intent to impose an Enforcement Assessment shall become part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and Enforcement Assessment imposed within thirty (30) days of the hearing.
- H. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than ten (10) days.

X. Landscaping.

- A. To maintain a uniform appearance, all lawn elements will be reasonably mowed and fertilized by a professional landscaping contractor "hired by the Association".
- B. Lawn, driveway and garden decorations including statues and other artifacts are prohibited in the front or side (to man door) of a unit.
- C. Lawn furniture is only permitted on the Limited Common Element.
- D. The planting of flowers or bulbs in the existing beds is permitted and must be maintained by the Unit Owner.
- E. The Unit Owner, with prior written Board approval, may replace existing shrubbery.
- F. Unit Owner may identify areas with a red flag (flag) a planting installed by the Unit Owner in a Common Element area that is to be maintained by the Unit Owner.
- G. Unit Owner is prohibited to flag any shrub, bush, tree or planting installed by the Association.
- H. Unit Owner may flag an entire bed (side and/or rear) to be maintained by Unit Owner if bed was installed by Unit Owner.
- I. Owner is prohibited to flag an entire bed installed by Association.
- J. Limited Common Elements include elements that are private to and serving only one Unit. These include; driveway, air conditioning units and pads, sidewalks and stoops.
- K. Construction, restriction to access, or enclosure to porches, decks, outside steps is prohibited.

XI. Exterior Water Faucets.

- A. Before winter sets in, the valve located inside and installed for the connection of a garden hose, is to be shut off and line drained from the outside in order to prevent freezing and possible bursting. Close the inside valve and then open the valve located outside the Unit, allowing the line to drain, before final closing.
- B. A garden hose should never be connected during freezing weather. Ice forming in the hose will break either the hose or the hose faucet.
- C. If the Unit Owner does not cause proper winterization of the exterior faucet, the Association will not be held responsible for any damages caused from not shutting off the water. All costs incurred for repairs and damages will be borne by the responsible party.

XII. Trash Removal.

- A. Trash pick-up is scheduled on Tuesdays. Trash is to be kept inside the garage until either Monday evening or Tuesday morning.
- B. Unit Owners are to put trash at curbside for pick-up. All trash is to be either tied securely in bags or be placed in trash containers.
- C. Pick up of recyclables will be the same day with tubs to be provided by hauler.

XIII. Satellite Dishes.

- A. Installation of any satellite dish on, attached to, or extending into the Common Elements is prohibited.
- B. Attachment to the exterior siding of a Unit or any roof area is strictly prohibited.
- C. Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the Property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board of Directors indicating the proposed location. A copy of the Satellite Dish Rules and Regulations may be obtained from the Management Company.

XIV. Decks/Patios.

- A. The Board must approve, in writing, the painting or staining of decks/patios.
- B. The Board must approve, in writing, any awning installation.
- C. During the winter period, installation of protective sheeting is permitted on furniture and must be removed if their visibility is determined by the Board.
- D. Porches and decks/patios shall be kept free of debris.
- E. Storage of items in the deck/patio area is prohibited, other than patio furniture, a grill, garden hose holder, potted flowers and plants. The deck/patio area should be kept in a neat and orderly manner.
- F. Place grill a minimum of 10 feet away from the building, or any flammable material attached to building, while in use. No propane tanks, or other flammable material, may be stored on the deck/patio or any other part of the Common Element.
- G. Clothing, sheets, blankets, towels, laundry or other articles are prohibited from being hung out or exposed on deck/patio railings. Items are prohibited from being hung on lines outside Units.

XV. Flags.

- A. One standard-sized (not to exceed 3' x 5') United States flag, made of nylon, polyester, or cotton, may be displayed in the front of the Unit.
- B. The Location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
- C. The installation of a free-standing flag pole in the ground is prohibited.
- D. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.
- E. No flags, except as described above, are permitted.

XVI. Garages.

- A. Garage doors must be closed when not in use, for security and aesthetics.
- B. The garage must be used as the primary parking space. Your secondary assigned parking is in your driveway in front of your garage door.
- C. There is to be no storage of items in the garage that prohibits the parking of a motor vehicle inside.

- D. No flammable or hazardous items may be stored in a garage.
- E. Only minor maintenance to motor vehicles may be done in the garage or driveway. No repairs in the street. Bodywork, noisy repairs or repairs that result in fluids running onto the driveway are prohibited.
- F. Garage door replacement requires prior written approval from the Board.
- G. Owners are responsible for cleaning up fluid spills on their driveways and garage floors.

XVII. Motor Vehicles.

- A. The speed limit within the Association is 25 miles per hour.
- B. All vehicles on the Property must bear current license tags.
- C. Any vehicle found in violation of the Rules may be towed and stored at the owner's expense.
- D. Vehicles owned by Unit Owners that are licensed, painted, signed or outfitted with commercial equipment must be kept within the confines of a garage while on the condominium property.
- E. Commercial trucks, trailers, boats, recreational vehicles, and motor home must be parked within the confines of a garage while on the Property.
- F. Parking of buses or mobile homes is prohibited unless prior authorization, in writing, is obtained by the Board.

XVIII. Personal Property.

- A. All personal property such as bicycles, and like property must be stored inside Units or garages and may not be left on any Common Elements overnight.
- B. Antennas, reflectors, basketball hoops (or other recreational equipment) light posts or flag poles are prohibited from being erected by any resident on the Common Elements.

XIX. Holiday Decorations.

- A. Lights may be placed in shrubs, trees and on the outside of Units in a manner that is nondestructive to the building or foliage. Holiday lights and decorations are permitted; however, the manner installed must be non-destructive and non-intrusive to the exterior of the door, window, siding or roof.
- B. All decorations must be removed within two weeks after the holiday.

XX. Pets.

- A. All animals are prohibited, except for dogs, cats, or other household pets.
- B. All pets must be maintained and controlled on a hand-held leash no longer than six (6) feet and must be attended by a responsible person when outside the Unit.
- C. No pet may be leashed to a stationary object such as a stake pole outside the Unit or be left unattended outside the Unit.
- D. Pet owners are responsible for property damage, injury and/or any disturbance that their pet may cause or inflict.
- E. No dog shall be permitted to bark, howl or make any other loud or disturbing noise for such a time as disturbs a neighbor's rest or peaceful enjoyment of his Unit or Common Element.
- F. Unit Owners are responsible for the immediate removal of wastes of their animal from the Common Element.
- G. Dogs must be exercised and relieved outside of any Unit.

VIII. Renting/Leasing of Units.

- A. Leasing of Units is prohibited except for situations of undue hardship or practical difficulty. Such leases shall not be less than six (6) months and no greater than twenty-four (24) months.
- B. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
 - 1) Copy of the lease;
 - 2) Full name of the Tenant(s);
 - 3) Names of all the occupants of the Unit; and
 - 4) Home and business telephone number of the Tenant(s).
- C. The Unit Owner is responsible for making the tenant aware of the Rules.
- D. The Unit Owner is responsible for the tenant violations of the Declaration, Bylaws or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.
- E. The lease document must contain a clause making it subject to the covenants and restriction in the Declaration, Bylaws and Rules.

IX. Sale of Units.

- A. A "For Sale" sign is permitted in either only one window or storm door. "Open House" signs are permitted only the day and time of the Open House.
- B. Except as otherwise provided, signs are prohibited without prior, written Board approval.
- C. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
- D. At the same time as above, the Unit Owner must provide the following.
 - 1) Name of all future Occupants;
 - 2) Home and business mailing addresses;
 - 3) Home and business telephone numbers;
 - 4) Name, business address and telephone number of any person who manages the Unit on behalf of the Unit Owner;
 - 5) Sales price;
 - 6) Mortgagee.
- E. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
- F. The seller is responsible for providing the following information to the buyer:
 - 1) Copy of Declaration and Bylaws, and any amendments;
 - 2) Copy of the Rules and Regulations handbook;
 - 3) Unit access door key(s), mailbox, and garage door key(s); and
 - 4) Garage door opener.

X. Complaint Procedure.

- A. Complaints against anyone violating the Rules must be submitted to the Management Company in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.
- B. The Management Company will, in most instances, contact the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to a sanction in accordance to the penalty provisions contained in the Enforcement Procedure.

Marwyck Place Condominium Association Enforcement Procedure and Assessment for Rule Violation

1. If any Owner violates the Documents including without limitation, the Rules in any manner, which, by the determination of the Board, affects the rights of others or their Property, immediate legal action shall be initiated if a complaint cannot be resolved.
2. In the event of such violation, the following procedure will be followed:
 - A. Written demand to stop the violation will be served upon the alleged violator specifying:
 - i. The alleged violation;
 - ii. The action required to stop the violation;
 - iii. The time period within which the alleged violation shall be stopped.
 - iv. A statement that the Owner has a right to, and the procedure to request, a hearing before the Board to contest the proposed charge and/or Enforcement Assessment.
 - B. To request a hearing, the Owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board, via the Management, not later than tenth day after receiving the notice as required by 2 A.(above).
 - C. At the hearing, the Board and the alleged violator(s) shall have the right to present any evidence. The hearing will be held in an Executive Session and proof of hearing, evidence of written notice to the violator to abate the violation and intent to impose assessment shall become part of hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board then present at this hearing. The Owner will then receive notice of the Board's decision and Enforcement Assessment imposed within thirty (30) days of the hearing.
3. The entire cost of effectuating a legal remedy to impose compliance, including attorney fees, shall be added to the assessment against the violating Resident.
4. In accordance with the procedure outlined in item 2 above, an assessment of \$50.00 per occurrence shall be levied by the Board on any Resident found in violation and may levy a special assessment against the Resident to collect same.
5. In addition, all costs resulting from any such violation shall be added to the special assessment.