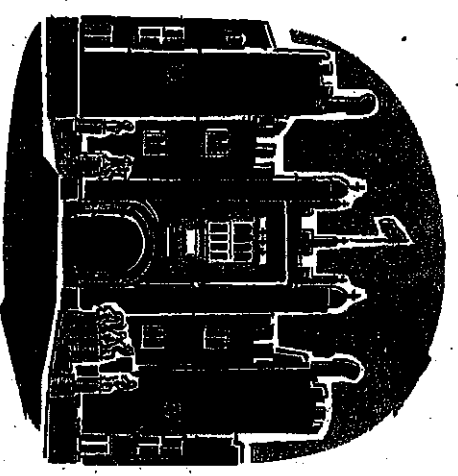


**The Royal Clusters  
at  
Kingsbury Trace  
HomeOwners'  
Association, Inc.**

**Handbook of Rules and  
Information**



Reviewed/Revised – January 2013

## Important Numbers

Emergency 911  
Copley Police non-emergency 330-666-8866  
Copley Fire non-emergency 330-666-8866  
Poison Control Center 800-222-1222

### Management Company

Carnation Realty

330-686-2010

Email

[condo@carnationrealty.com](mailto:condo@carnationrealty.com)

Address

P.O. Box 1339  
Stow, OH 44224

Dominion Gas

800-362-7557

Gas Leak emergency

877-542-2630

FirstEnergy Corp

800-633-4766

Copley Township

330-666-1853

Copley-Fairlawn School

330-664-4800

### Web Sites

Kingsbury Trace Allotment

[www.kingsburytrace.org/](http://www.kingsburytrace.org/)

Copley Township

[www.copley.oh.us/](http://www.copley.oh.us/)

Copley-Fairlawn School

[www.copley-fairlawn.org/](http://www.copley-fairlawn.org/)

Dominion East Ohio Gas

[www.dom.com/](http://www.dom.com/)

Akron-Summit County Public Library

[www.akronlibrary.org](http://www.akronlibrary.org)

Beacon Journal

[www.ohio.com](http://www.ohio.com)

FirstEnergy Corp

[www.firstenergycorp.com/welcome/index.html](http://www.firstenergycorp.com/welcome/index.html)

## Preface

On behalf of the Royal Clusters at Kingsbury Trace HOA, we hope all Owners and residents enjoy their home in this great community. Our objective is to maintain Royal Clusters as a desirable place to live. In order to accomplish this we have established a Handbook of Rules and Information that pertain to living at The Royal Clusters.

These common sense rules are consistent with our Code of Regulations and Declaration of Covenants, Conditions, Easements and Restrictions. They take into consideration the health, safety and comfort of all residents. We trust you will find them reasonable and that you will cooperate with your neighbors by upholding them

The Board of Directors is given the authority to promulgate and enforce these rules in accordance with the Declaration and Code. This booklet is intended to supplement, not replace the Code and Declaration; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Code shall govern.

We ask that you familiarize yourself with these Rules. Keep them handy and refer to them when necessary. If something arises that is not covered, please contact our Management Company. They can be reached by calling 330-686-2010. If you have an after hours emergency, please call the regular business line and someone will return your call ASAP.

Board of Directors

The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc.

## INTRODUCTION

The Royal Clusters at Kingsbury Trace is located in Copley Township. The property uses the services of the Copley Police and Fire Department. In case of an emergency, dial 911; or non emergency 330-666-8866.

The property is comprised of 90 homes. The streets and driveways are private and therefore maintained by the Association. The Association also maintains an insurance policy for the Common Areas, but Owners and residents are responsible for obtaining insurance for their homes and personal effects.

As a private Homeowners' association, we are governed by our own Declaration and Code of Regulations. We elect our Board of Directors from the Owners themselves. There are five (5) Board members who each serve without compensation for a term of three (3) years. There are no term limitations.

The Board Members are elected at the Annual Meeting of the Owners. The Directors are elected on a staggered basis such that either two or one Directors are replaced each year. Following this election, the Board of Directors is organized by electing from among its members the following officers: President, Vice-President, Secretary and Treasurer. In addition, one person serves as Member-At-Large. Regularly scheduled Board meetings are held throughout the year. It is during these meetings that the Board manages the Association's affairs on behalf of the Owners and makes decisions affecting our property. Announcement of Board meetings are posted at the mailbox huts at least three days in advance.

In between the Board meetings, the Association relies on the Management Company to carry out the Board's decisions

and handle all communications by and between the Association's Owners, contractors, and service providers. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company in writing or via email, and you must provide your name and address.

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 as a Board by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you encounter 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.

## **I. GENERAL ENVIRONMENT**

1. Common Area is everything except the individually owned Sublots and includes the roads, retention pond and open spaces.
2. The reasonable repair and maintenance of all Common Areas are done at the Association's expense as otherwise explained in the Rules and Declaration and Code.
3. Each Owner should inform the Management Company of needed repairs to the Common Areas of the Property.
4. Damage to the Common Areas caused by an Owner, occupant, or guest of the Owner will be repaired or replaced at the expense of the Owner.

5. The Board, at the Owner's expense, may remove and store any items left unattended in the Common Areas.
6. Without the approval of the Design Review Committee no Living Unit is to be altered, modified or changed in any way that changes the exterior or appearance thereof, including any grading or landscaping changes.
7. Questions and concerns regarding service contractors (e.g., landscaper, snowplow) should be directed to the Management Company and not to the individual contractor. This is an administrative procedure to insure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company in writing or via email.
8. Playing in the street is prohibited.
9. Littering is prohibited. Residents are asked to help keep our development clean.
10. Residents must not pour or allow the spillage of oil, solvent, or any other volatile or flammable material into the storm sewers or grass area.
11. Solicitation by any commercial or other enterprise is prohibited within the Royal Clusters.
12. Public sales of any kind, including garage sales and tag sales, are prohibited.
13. Nothing shall be done in or on any Living Unit, or Common Area, which may impair the structural integrity of the building.
14. Rubbish, debris, and any other unsightly materials are prohibited in the Royal Clusters.
15. No sexual predator or habitual sex offender may reside in or occupy a Living Unit for any length of time. See Section 7.26 Occupancy Restriction of the Declaration of Covenants, Conditions, Easements and Restrictions.

## **II. ASSOCIATION RESPONSIBILITIES**

The Association is responsible to provide the reasonable exterior maintenance, repair and replacement for the following:

1. The exterior of each Living Unit including: exterior paint, repair and care of roofs, foundations, party walls, gutters, downspouts, exterior building surfaces, repair, replacement and maintenance of driveways and maintenance of the originally installed landscaping.
2. Lawn care includes fertilizing, lawn cutting, edging, mulching, leaf removal, and trimming of original trees and shrubs.
3. Snow removal is provided during the winter months.
4. Utilities for the Common Areas.
5. Insurance for the Common Area.
6. Street and address signs.
7. Maintenance of streetlights.
8. Maintenance of mailbox huts.
9. These are only some of the items. Refer to Article VI the Declaration of Covenants, Conditions, Easements and Restrictions for a more comprehensive listing.

## **III. OWNER RESPONSIBILITIES**

1. Having casualty and liability insurance covering the Living Unit (including the Party Wall). Insurance should include flood damage if the Living Unit is located within a flood plain.
2. Maintenance and payment of their own gas, electric, cable television, telephone, water and sewer utilities, and for calling to initiate service on the date of possession.
3. Maintain, repair and replace the glass surfaces, patio and decks.
4. The Owner is responsible to notify the new Owner of the need to transfer the basement warranty and provide the necessary information.

5. In order for the Association to maintain accurate records, Owners and other Occupants are required to notify the Association in writing within five (5) days of any change in information while they continue to own or occupy the Living Unit.

## **IV. ANTENNAE/SATELLITE DISHES**

Installation of any satellite dish/antenna on, attached to, or extending into the Common Areas is prohibited. Attachment to the exterior siding of a unit or any roof area is prohibited unless the Owner accepts responsibility for any damage (initial or long-term) caused by the attachment to the roof or siding. Any resident 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 indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the Management Company.

## **V. INSURANCE & CASUALTY LOSSES**

1. The Association purchases a master policy for liability/insurance coverage specifically for Common Areas. Only the Board may submit claims against the Association's master insurance policy.
2. Each Owner must obtain Casualty and Liability Insurance covering the Living Unit (including the Party Wall) at their own expense. Insurance should include flood damage if the Living Unit is located within a flood plain. The Board recommends having your personal insurance agent review the Declaration and Code. If your insurance agent has questions about the Association's master policy, please contact the Management Company for information regarding the Association's agent.

3. The Owners' insurance must cover all casualty losses at the Living Unit. Repairs to siding and roofs and leaks resulting from missing or loose siding or shingles due to wind damage, ice build up or other casualty loss are NOT the responsibility of the Association.
4. The Owner must inspect their property, including roof, gutters, siding, etc, for any damage immediately following severe weather or any event that could cause casualty damage to the exterior of the Living Unit. If damage is found, the Management Company must be notified within forty-eight (48) hours after damage has occurred.
5. A fully insured and licensed contractor will be dispatched to automatically make any repairs under \$250.00. The cost of the repair will be added to the Owner's maintenance fee account and an invoice will be sent to the Owner for payment. If the damage is over \$250.00, no repairs will be made until that Owner is notified so they can decide if they want to place a claim under their insurance policy. The Owner has seventy-two (72) hours to have their insurance adjuster out to verify damages. The insurance company has the right to use a contractor of their choice to make the repairs.
6. Where a tree falls determines clean up responsibility. If a tree falls on the common area then the association is responsible for clean up and removal. If the tree falls on an owner's lot then the unit owner is responsible for clean up and removal.

## **VI. MOTOR VEHICLES AND PARKING**

1. There is no parking on Association streets for Owners or guests living in your home. It is your responsibility to inform your guests of where they may park and to be sure they are in compliance with these rules. Non-compliance or disregard of parking

rules may result in issuing fines up to \$50.00 per occurrence and legal action may be initiated. Unfortunately our streets are narrow and therefore your guests may need to park some distance from your home. The following rules apply to visitor parking (non-Occupant guests).

- a. Parking on the streets is permitted for not more than 8 hours in any 24 hour period.
- b. Parking must not block the road or prevent access to driveways or mail kiosks.
- c. No parking between the hours of 2:00 AM and 6:00 AM.
- d. No parking within 5' of any driveway.
- e. No parking within 20' of any fire hydrant.
- f. No parking within 20' of any stop sign.
- g. No parking on the shoulder or grassy areas.
- h. No parking if snow exceeds 2".
- i. No parking on any cul-de-sac
2. The garage must be used as the primary parking space. Additional vehicles may be parked in front of your garage.
3. Boats, trailers, motor homes, recreational vehicles, trucks with more than 4 tires, campers, travel trailers, or any vehicle with commercial advertising, are prohibited from being parked on any street or driveway.
4. For the purpose of loading or unloading in preparation for a trip, a recreational vehicle may be parked on the unit's driveway space for a period of time not to exceed twenty-four (24) hours.
5. Moving vans are permitted to be temporarily parked in the street between 8:00 a.m. and 6:00 p.m. and must not obstruct traffic.
6. Parking on any lawn area is prohibited. Repair of any damage to Common Area caused by visitor parking is the responsibility of the Owner being visited.

## **VII. TRAFFIC**

1. The speed limit at the Royal Clusters is 20 MPH.
2. Stop signs located at street intersections must be observed.
3. Reckless operation of a vehicle or driving on the lawn area is prohibited.

## **VIII. STREET LAMPS**

1. The Association maintains street lamps.
2. If you observe that a streetlight is not working or damaged please notify the Management Company.

## **IX. SIGNS/FLAG**

1. No sign or advertising of any nature shall be displayed on any portion of the property except:
  - a. On the Common Areas, signs provided by the Board regulating the use of Common Areas, or giving directions.
  - b. For Sale signs: One professionally prepared sign not in excess of four (4) square feet can be displayed on the interior side of one window or door of the unit being offered for sale.
  - c. One "Open House" sign is permitted on the day of showing at one of the Royal Clusters entrance areas. One "Open House" sign is permitted within your lot lines on the day of the showing. These signs must be removed immediately following the close of the open house.
  - d. One Security System sign.
2. One flag per home may be displayed in a window, on the door, or on the exterior of the building so long as it is attached to the wood trim only. The American Flag may be displayed at any time in keeping with the recognized customs.

## **X. ARCHITECTURAL GUIDELINES**

No Living Unit is to be altered, modified or changed in any way that changes the exterior or appearance thereof, including any grading or landscaping changes without the approval of the Design Review Committee.

1. Review of architectural change requests, submitted by an Owner, will be in accordance with the following schedule:
  - a. A request is submitted to the Management Company in writing with detailed specifications and diagrams.
  - b. The Management Company will copy and distribute all written requests to the Design Review Committee within ten (10) working days of receipt.
  - c. The Design Review Committee will notify the Owner, in writing, of approval or denial within thirty (30) days of the original request.
  - d. Failure on the part of the Design Review Committee to respond shall not constitute an approval.
  - e. An applicant may request a meeting with the Design Review Committee to discuss denial.
2. Written approval must be obtained from the Committee prior to the start of the project.
3. Following written approval from the Design Review Committee, it will be the Owner's responsibility to secure necessary building permits and to obtain approval from Copley Township.
4. Once the material for exterior modification is in place on the property, the work must begin and continue throughout completion in a reasonable time frame and reasonable manner that will not detract from property appearance, or inconvenience neighbors

and/or Association service contractors, or otherwise cause a disturbance.

5. In the event damage occurs as a result of any modification, addition, or change to the exterior of the building or to any Common Area of the property, repairs must be made immediately at the Owner's expense and to the satisfaction of the Board.
6. It is the responsibility of the seller to disclose to new Owner any and all warranties, architectural changes, or improvements that are the responsibility of the Owner to repair or to maintain. If necessary, contact the Management Company to review the architectural correspondence file.

#### **XI. STORM DOORS**

1. All storm doors must be white and full view with clear glass.
2. The Owner shall have the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.
3. Maintenance and upkeep of the storm door is the Owner's responsibility.

#### **XII. WINDOW REPLACEMENTS**

1. Installation of replacement windows must have prior approval by the Design Review Committee except in the case of damage where an exact or like replacement will be made.
2. Windows, when replaced by the unit Owner, must be identical in appearance to the existing windows. An upgrade in the quality of windows may be approved providing replacement windows are identical in appearance to existing windows.
3. Maintenance, repair, replacement, and caulking of windows are a unit Owner's responsibility.

#### **XIII. GARAGES**

1. A garage door, when replaced, must be identical in appearance to the existing garage door.
2. Maintenance, repair, and replacement of the garage door and mechanisms are the Owner's responsibility.
3. Garage doors should be closed when you leave your residence for an extended time and when the Owner is not outside. This is for both appearance and security.
4. The storage of flammable or hazardous materials in a garage is prohibited.
5. Garage floors are the responsibility of the Owner.

#### **XIV. PERMANENT OUTDOOR APPLIANCES**

1. Nothing may be affixed to the exterior of the Living Unit. This includes hose reels.
2. No appliance, furniture, or other contrivance may be permanently affixed in the patio area without prior Design Review Committee approval.

#### **XV. LANDSCAPING**

1. Owners must not give instructions to any service contractor (e.g. landscaper, lawn care person, snowplow operator) that has been hired by the Association. This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure the contractor is performing the work in accordance with the contractual agreement. All service contractor requests or complaints should be communicated to the Management Company.
2. Residents desiring to change or add landscape plants in the area of their Living Unit must submit written specifications and obtain prior Design Review Committee approval.



3. Trees and shrubs must not be planted, transplanted, or removed, or changes made to the exterior landscaping without prior approval of the Design Review Committee.

#### **XVI. SHRUB BEDS**

1. The installation of additional landscape beds, or removal of existing landscape beds, must have prior Design Review Committee approval.
2. Mulch is the responsibility of the Association. Any mulch added by the Owner must be in keeping with the Association supplied mulch and existing color.
3. Plants must be consistent in height and size to existing plants.
4. The variety of plant material selected by a unit Owner must be of a species that will not encroach upon or cause damage to the Living Unit, Common Areas or utility service lines.
5. Plants installed by a resident must not, in any way, be an obstruction for the landscaper.

#### **XVII. SEASONAL FLOWERS**

1. Seasonal flowers are permitted. The height and size of the flowers must be consistent with the surrounding shrub bed plants. *Examples of unacceptable flowers include sunflowers and trellises with flowering vines.*
2. Seasonal flowers must be planted far enough away from the grass line to avoid damage from the landscaper's trimming and edging equipment.
3. Seasonal flowers planted by a resident must be maintained by the resident in a manner that does not detract from the appearance of the Royal Clusters. Seasonal flowers, other than those planted by the Association, must be removed or cut back by **November 1** by the Owner/resident.
- 4.

14

#### **XVIII. TREES**

1. Type of tree, size and location, must have Design Review Committee approval prior to installation.
2. The type of tree must be a variety that will not encroach upon or cause damage to the Living Unit, Common Area or utility service lines. *Example of an unacceptable tree is a weeping willow.*
3. When planting a tree, the Owners shall be responsible for the damage that may occur to underground utility service connections or lines during the time the tree is being planted as well as for any future damage that may be caused as a result of growth of a tree. Owners must call the Ohio Utilities Protection Service (1-800-686-7826) forty-eight (48) hours before digging.
4. All trees planted by the Owner must be planted in such a manner so as not to create obstructions for the landscape service contractor.

#### **XIX. LIVING UNIT/SUBLOT RESTRICTIONS**

1. Everything located in the Living Unit is the Owner's responsibility to maintain.
2. Living Units must be occupied and used for residential purpose only as private dwellings for Owners, their families, and guests, and for no other purpose.
3. Persons, who must register as a sexual predator or habitual sex offender requiring under the Ohio Sex Offenders Act or similar statute, are prohibited from residing in any Living Unit for any length of time.
4. Plastic or other non-glass window or door liners are prohibited on the exterior of the Living Unit.
5. The use of blankets, sheets, etc. on the windows is prohibited.
6. Broken or damaged windows, doors, glass or screens of all doors including the garage door are the

15

- responsibility of the Owner. The Owner must make these repairs in a timely fashion.
7. Window air conditioning units are prohibited.
  8. Patios or around the perimeter of any unit must not be used as storage areas. Appropriate patio items would include outdoor furniture, planters, lawn equipment, and other household items.
  9. Other structures such as storage sheds, swimming pools, hot tubs, carports, or gazebos are prohibited.

## **XX. PETS**

1. Except as hereafter provided, no animals, livestock, rabbits, reptiles, fowl, or poultry of any kind shall be raised, bred, or kept in any Living Unit or on the Common Areas.
2. No more than two domestic pets are permitted in any home. Pets must not be bred or maintained for commercial purposes.
3. The right of an Owner or resident to maintain a pet in a home shall be subject to termination if the Board determines that the pet constitutes a nuisance or creates a disturbance to residents.
4. Dogs and cats shall at all times, whenever they are outside, be held on a hand-held leash under the supervision of a responsible person.
5. Owners are responsible for immediately cleaning up after their pets.
6. Pet shall not be tethered in the Common Areas; nor shall any pet be tied to a patio or housed outside of a home.
7. Pet Owners will be held liable for all damage caused by their pets to any Sublot or Common Area including, but not limited to shrubs, bushes, trees, and grass.

## **XXI. RUBBISH/RECYCLING REMOVAL**

1. Curbside rubbish removal service is provided.
2. Rubbish containers and recycle bins may be placed at the curb for pick-up no earlier than 5:00 p.m. on the evening before normal collection. Rubbish containers and recycle bins must be returned to the interior of the home before 7:00 p.m. on pick-up day.
3. Rubbish remaining at the curb overnight must be enclosed in covered containers or plastic, metal, or heavy cardboard to prevent it from being scattered, blown, or disturbed by animals or birds.
4. Rubbish containers, recycle bins, and bags must not be permitted to remain conspicuous except on the day trash is collected. Rubbish containers and recycle bins must be kept inside the garage at all other times.
5. Special arrangements must be made for removal of large items such as furniture or appliances. Questions concerning this service or billing for removal must be directed to the Management Company.
6. Large items for rubbish pick-up must not be placed on the curb until the arranged pick-up date.

## **XXII. SEASONAL DECORATIONS**

1. Wreaths, holiday lights, etc. are allowed on the exterior door, fence, inside windows and on trees near your Living Unit, and they may be displayed as two weeks before and after the holiday.
2. Items requiring attachment to buildings are prohibited.

## **XXIII. SALE OF A HOME**

1. One professionally prepared "For Sale" sign is permitted. Refer to Section IX on page 10 for additional information.
2. The Owner is required to notify the Management Company in writing within 10 days of placing their Living Unit for sale.

3. After your home is sold, you or your real estate agent must call the Management Company to make arrangements for the maintenance fee status letter and certificate of insurance from the buyer.
4. The Management Company will coordinate this paperwork with the bank, real estate agent, appraiser, and escrow agent. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
5. The seller is responsible for providing the following information to the buyer:
  - a. A copy of the Declaration, Code and Rules.
  - b. A written notice of any and all architectural changes and improvements constructed by the seller or previous sellers which are the responsibility of the Owner to repair, maintain and replace.
  - c. A copy of the Basement warranty and transfer information.

**XXIV. MAINTENANCE FEES, LIEN PROCEDURES, AND COST OF COLLECTION**

1. Maintenance fees and assessments are due on the first day of the month and are considered late if not received by the tenth of the month.
2. Automatic bank withdrawal is available. Contact the Management Company for details.
3. An administrative late charge of twenty-five dollars (\$25) per month shall be incurred for any late payment on any unpaid balance. (Subject to increase upon further notice)
4. Any cost, including attorney fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent maintenance fees, late fees or assessments shall be added to the amount owed by the delinquent Owner.

5. Past due maintenance fees may cause a lien and foreclosure to be filed against the Owner.
6. If any Owner fails to perform any act that he is requested to perform by the Declaration, Code or 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 attorney fees, of such performing or incurred by the Association. Any such amount shall be deemed an additional assessment upon such Owner and shall be due and payable when payment of the assessment, next following notification of such change, becomes due and payable, and the Association may obtain a lien for the said amount in the same manner and to the same extent as if it were a lien for common expenses.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the voting privileges of the Owner.
8. The Association shall credit payments made by a Owner in the following order of priority:
  - a. First, to interest owed to the Association;
  - b. Second to administrative late fees owed to the Association;
  - c. Third, to collections costs, attorney's fees, and paralegal fees incurred by the Association;
  - d. Fourth, to the principal amounts the Unit Owner owes to the Association.

**XXV. COMPLAINT PROCEDURE**

1. Complaints against anyone violating the Government Documents or Rules and Regulations must be made to the Management Company **IN WRITING** and must contain the signature of the individual filing the complaint

2. After verification the Management Company will contact the alleged violator and a reasonable effort will be made to gain the violator's agreement to cease or correct the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the unit Owner will be subject to a sanction in accordance with the enforcement procedure in Section XXVI.
4. Those individuals filing complaints will have their names kept confidential by the Board.

**XXVI. ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATIONS**

1. The Owner shall be responsible for any violation of these rules by the Owner, guests and occupants, of his/her unit.
2. A rule violation that, by the determination of the Board, affects the rights of others or their property will result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating Owner.
4. In accordance with the procedure outlines in Item 6 below, an assessment of up to, but not exceeding \$50.00 per occurrence MAY be levied by the Board on any Owner found in violation of the Governing Documents or Rules. In the case of a tenant who is in violation, the Owner of the Living Unit in which said tenant resides will be held liable for the assessment.
5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Governing Documents or Rules will be added to the assessment.
6. PRIOR to the imposition of an assessment for a rule violation the following procedures will be followed:
  - a. Written demand to cease the violation will be served upon the responsible Owner and will specify:

- i. *The alleged violation*
- ii. *The action required to stop or correct the alleged violation; and*
- iii. *A 24-hour time period during which the alleged violation must cease without the imposition of an assessment.*

- b. If the same rule is violated past the time period set above or over a period not to exceed twelve (12) months the Board of Directors will serve the alleged responsible Owner written notice of a hearing to be held by the Board. This notice will contain the following:
  - i. *The nature of the alleged violation.*
  - ii. *The time and place of the hearing, including at least seven (7) day notice.*
  - iii. *A request for the alleged responsible Owner to attend the hearing and supply any statement of evidence on his/her behalf.*
  - iv. *The intent of the Board to impose up to a \$50.00 assessment per violation occurrence.*

- c. At the hearing, the Board and the responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the responsible Owner to abate action, and intent to impose assessment, shall become part of the hearing minutes. The assessment will only be imposed by the majority vote of the Board who are present at the hearing.