

**THE WHITE OAK VILLAGE
CONDOMINIUM ASSOCIATION, INC**

RULES AND REGULATIONS

May 8, 2025

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(A) GENERAL

(1) The White Oak Village Condominiums, Inc. (the Association), acting through its Board of Directors on behalf of all the unit owners of the White Oak Village Condominiums, has adopted the following rules and regulations (the regulations) to govern, in part, the operation of the White Oak Village Condominiums, the master deed for which is of record in Condo Deed Book D445, Page 801, in the office of the County Clerk of Scott County, Kentucky (certain terms used in these regulations without definition have the meanings set forth for them in the master deed). These regulations may be amended from time to time or repealed by resolution by the Board of Directors enacted in accordance with the bylaws of the Association.

(2) Whenever in these regulations reference is made to unit owners, such term shall apply to an owner of any unit within the White Oak Village Condominiums, to such unit owner's family, tenants (whether or not in residence), servants, employees, agents, roommates, visitors and to any guests, invitees, or licensees of such unit owner, his family or the tenant of such unit owner. Wherever in these regulations reference is made to the Association, such reference shall include the Association and any managing agent for the White Oak Village Condominiums when the managing agent is acting on behalf of the Association.

(3) The unit owners shall comply with all the rules and regulations hereinafter set forth governing units, buildings, building entrances, driveways, turnarounds, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium project. By signing of the ownership deed for one's unit it becomes an acknowledgement and acceptance of all the rules, regulations and restrictions herein contained.

(B) DEFINITIONS

(1) Unit – an enclosed space within the buildings measured from interior unfinished surfaces of walls, ceilings, and floors. Includes all storage areas and visible fixtures, mechanical systems, and equipment installed in and for the sole and exclusive use of an individual unit.

(2) Common Elements – includes the land, the foundations, structural columns, walls and floors and ceilings and roofs of the buildings, the gardens, walks, driveways, turnarounds, automobile parking spaces (other than within garages), retaining walls and landscaping. Basically – everything outside the unit. The Association's Clubhouse is part of the common elements.

(3) Limited Common Elements – areas which are reserved for the use of unit owners of a certain unit or units to the exclusion of the unit owners and/or occupants of other units. Example – patios, doorbells, and driveways directly in front of unit's garage.

(4) Porches – covered access to front and back doors of units

(5) Building entrances/entryways – concrete areas leading up to front doors (not including sidewalks).

(6) Patios – attached outdoor area with walls, roof, and an entry gate.

(7) Turnarounds – The turnaround is the designated area at the end of the shared driveway that allows residents to safely maneuver vehicles when backing out of garage.

(C) BUILDINGS

(1) Nothing shall be done to or in any unit or in the common elements (whether general or limited) which shall impair or would be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered or constructed on or separated from the common elements, except under the prior written consent of the Board of Directors. Drilling holes into any exterior surface is prohibited (excepting in (C)(5) below).

(2) No improper, unlawful, noxious, offensive activity shall be conducted in any unit or on the common elements, nor shall anything be done therein which may be or become unreasonable, annoying or a nuisance to the other owners or occupants of the units. No unit owner shall make or permit any unreasonable or loud or disturbing noises in or outside any building or do or permit anything to be done which is illegal or will unreasonably interfere with the rights, comforts, or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument, or other sound-producing device in their units sufficiently reduced at all times so as not to disturb other unit owners.

(3) Except for the for sale, for rent, and for lease signs permitted by these regulations, no unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or the common elements appurtenant thereto, whether through or upon the windows, doors, or masonry of such unit. The prohibition herein includes, without limitation, flags, signs (excepting medical notice signs), laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or other items deemed offensive by the Board of Directors. Unless a unit owner is experiencing an HVAC issue that cannot be resolved in a timely manner, no window exhaust fan or air conditioning unit can be installed by the unit owner beyond the boundaries of the unit. A unit may, however, use a central radio or television antenna provided as part of the unit. No clothesline, clothes rack, or any other device may be used to hang items on any window, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors.

(4) The unit owner is responsible for any replacement of front doors, storm doors, garage doors and windows. The owner must get written approval from the Board of Directors prior to any replacement. Exterior light fixtures may not be replaced by the unit owner.

(5) Nothing may be attached to any exterior walls, except one flagpole holder. Residents of White Oak Village may display one American flag, subject to the following guidelines.

a. Purchase of flags and mounting hardware, as well as any cost of installation, will be the responsibility of individual owners.

b. The American flag will be limited to a size of 3 x 5 feet, and will be made of weather-resistant nylon or cotton.

c. The flag will be attached to a flagpole; the flagpole will be placed in one (1) holder, which will be secured to the exterior brick wall of the residence. The flag will be mounted in a way that it does not interfere with operation of any door, porch lights, exterior

heat pump units, exterior patio gates or sidewalks. If owner changes the location, he/she must bring the old location back up to masonry standards.

d. Flagpoles will not be placed in or on the ground, or mounted on any exterior wooden columns.

e. Torn or damaged flags may not be displayed.

f. If the flag is not displayed, the flagpole will be removed from the holder.

g. Exception to flag guidelines will be to allow the display of small stick-in-the-ground flags for three days around Memorial Day, Flag Day, 4th of July and Sept. 11.

(6) In order that the exterior appearance of each unit be uniform with that of all other units, complimentary drapes, shades, curtains, and other similar window coverings a unit owner may install within a unit visible from outside the unit, shall be backed on the exterior side with a white liner. The Board of Directors may require the removal of any interior window coverings which, in the sole opinion of the Board of Directors, are offensive or inappropriate when viewed from outside the unit.

(7) Knox Boxes – Owners who want to use a Knox HomeBox for emergency access by Georgetown Fire & Rescue may do so without a waiver provided that the Knox HomeBox is ordered directly from the Knox Box Company and it is an over-the-door Model 1501DH.

(8) Video Doorbells - Any owner who wants to remove and replace the standard front doorbell or add a video doorbell with their garage door keypad may do so provided they use existing holes. No holes can be drilled into the framework of doors or brick façade. PRIOR to replacing or installing a video doorbell, the owner shall request installation instructions and complete a “Waiver Form” and submit it to the Board of Directors for approval. Any such video doorbell cannot be installed until the owner has received a signed copy of the approved “Waiver Form”.

(9) Other Video Cameras – Other exterior video security cameras are limited to porch light security cameras that fit the exterior light fixtures by the entry door or garage door and simply replaces the light bulb. A “Waiver Form” is not needed for this type of security camera.

(D) COMMON ELEMENTS

(1) There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior written consent of the Board of Directors except as expressly permitted under the terms of the condominium documents. No portion of the common elements shall be decorated or furnished by any unit owner (or occupant) in any manner except as specifically indicated within the Rules and Regulations. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The sidewalks and building entrances shall be used for no purpose other than for normal transit. No unit owner shall enter upon the roofs of the buildings without the prior written consent of the Board of Directors or managing agent and no antennas, satellite dishes or other devices for

transmitting or receiving electronic, microwave, or similar signals or any other structure, equipment, or other items may be placed on any roof.

(2) Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the buildings or contents thereof, without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any ordinance, or regulation. No gasoline or other explosive or inflammable material or hazardous material may be kept in any unit or storage area. Any fuel that powers a gas grill must be disconnected from the ignition source when not in use. Otherwise, the owner is storing hazardous material. Outdoor cooking grills shall not be used in any covered patio area or within garages, but may be stored there. All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the board of fire underwriters and the public authorities having jurisdiction over the same, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.

a. All satellite dishes must be installed on a pole in the ground in close proximity to the cable connection box for that unit. Cables must be buried, and all connections and switches must be installed in an outdoor enclosure. Contact a board member to assist with approval of the placement and acceptable installation or removal. If cleanup is required after installation or removal of a satellite dish, the unit owner is responsible. If there are no more units connected to a dish, it (and its pole) must be removed. The final user is responsible for removing both.

b. If any satellite dish installation or removal cleanup is not completed within 60 days, the Board of Directors will arrange for the cleanup to be accomplished. Accordingly, the unit owner will be assessed the billed amount to reimburse the Association. Failure to pay the assessment within a 60-day grace period may result in a lien being placed on the property or other legal action being directed against the relevant owner.

(3) The following apply to storage and refuse.

a. Debris, inoperable vehicles, appliances, furniture, lawn tools, boxes or building materials may not be stored on any common element.

b. Trash shall be bagged, tied, and confined to approved containers. Recyclables shall not be bagged, but shall be placed in approved containers. Neither container shall be visible from neighboring properties and the street except during collection periods.

c. In keeping with local ordinances regarding trash removal, receptacles should not be placed on the street before 3:00 pm local time on the evening prior to pick up day, and receptacles should be removed from the street and returned to the storage area no later than 24 hours following pickup date.

d. It is the unit owner's responsibility to contact the waste management company for any issues.

(4) Articles of personal property may not be left unattended on or within the common elements.

(5) The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such appliances shall be thrown therein. Unit owners are responsible for maintaining all plumbing fixtures in good working order. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the unit owner causing such damage. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions. Any additional costs associated with improper usage or failure to maintain plumbing fixtures shall be borne by the unit owner.

(6) No unit owner shall sweep or throw or permit to be swept or thrown from the unit, from the doors, or windows thereof any dirt, water, or other substance.

(7) Unit owners, the Declarant, the Board of Directors, or the managing agent, and any mortgagee who may become the owner of any unit, may place for sale, for rent, or for lease signs on units for the purpose of selling or leasing the same. No sign should be larger than four (4) square feet, and the sign must be placed in a frame that will withstand natural elements (wind, rain, snow, etc.). Signs may not contain any material considered offensive by the Board of Directors or the managing agent, and any sign in violation of this restriction shall be removed upon notice from the Board of Directors.

(8) No fences, invisible or otherwise, or walls of any height may be erected around or on any portion of the common elements. Edging must be black and must not have an abrupt end.

(9) A freestanding garden hose box/container of neutral color, may remain on the mulch. Hoses shall be kept inside the box/container when not in use, and must be disconnected from the outside spigot by the end of October. The box/container must fit in the mulch below or near the outside water spigot and it may not extend over the driveway. Garden hoses not kept in a hose box/container shall be stored inside unit when not in use.

(10) Residents may plant annual or perennial flowers in mulch beds adjacent to their units. All plants planted in the common area become property of the Association and will be maintained by the landscaping company.

a. Fruit or vegetable plants are not permitted to be planted in the mulch beds.

b. Annual flowers will be removed from the mulch beds at the end of the growing season. Perennials will be trimmed as appropriate for proper maintenance by the landscaping company unless marked "Do Not Trim", in which case resident is responsible for trimming.

c. No plants, shrubbery, trees, vines, or grass shall be planted on or removed from any part of the common area without the prior written consent of the Board of Directors in order to achieve consistency and an integrated look to the landscaping. An exception is made solely for the planting of flowers in mulch.

(11) Outdoor cooking grills shall not be used in any covered patio area or within garages, but may be stored there.

(12) For units with patios, no items will be placed on the ledges or walls surrounding the patio, nor may anything be hung from the ceiling other than the ceiling light or fan. Outdoor patio shades that are attached to the building will require an approved architectural request prior to installation. Installed patio shades will become the property of the Association. Sitting on the patio walls is prohibited.

(13) Residents may place a sturdy chair, bench, and/or patio table on the entryway provided it does not interfere with fully opening or closing doors. They must allow for emergency, as well as normal entry/exit to or from the unit, and must not present a safety hazard. Entryways are defined in (B) DEFINITIONS as “concrete areas leading up to front doors (not including sidewalks).”

(E) OUTDOOR DECORATIONS

(1) Solar lights may be installed in the mulch and maintained at the owner's expense to light sidewalks and/or garage perimeter for safety reasons at a minimum separation of four (4) feet.

(2) Residents may display one (1) planter of neutral color with live plants and/or a small garden flag or one (1) item, up to three (3) cubic feet, on their front porch or building entrance. The planter or item must not interfere with fully opening or closing the door. It must allow for emergency, as well as normal entry/exit to/from the unit, and must not present a safety hazard.

(3) Residents may display up to five (5) other items in the mulch bed adjacent to their unit. These may include:

(a) Up to three (3) shepherd hooks (each shepherd hook counts as one item) that are freestanding, at least four (4) feet tall with a maximum of five (5) hooks and one item per hook. You may hang the items below on shepherd hooks.

- Hanging basket with live plants
- Hummingbird feeder
- Approved Finch feeder with waiver
- Outdoor hanging item
- Wind chime (subject to noise restrictions (see C (2)))

(b) A garden trellis (approved waiver required prior to installation).

(c) A pot or planter in the mulch bed (provided it sits on a concrete patio stone), may contain a flower, house plant, dwarf tomato w/support and/or pepper plant.

(d) Other items of neutral color not to exceed one (1) cubic foot.

(e) Inflatable items and birdbaths are prohibited.

(4) Outside seasonal decorations are limited to décor on doors, storm doors, patio gates, shepherd hooks or flower pots.

(5) Outside holiday decorations:

- (a) Holiday wreaths are permitted on outside windows or patio gates.
- (b) Outdoor lights with or without garland, are permitted only around the front door. Lights cannot blink or flash.
- (c) Yard ornaments and other outdoor lighting, not specified, are not permitted.
- (d) Holiday decorations must be removed within 10 days after the holiday.

(F) COMMON FACILITIES

(1) All persons using any of the common facilities, which are part of the common elements, do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each unit owner and/or tenant waives any right to make any claim against the Association, its vendors, servants, agents or employees for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such unit owner arising out of the use of common facilities, except where such loss, injury or damage can be clearly proven to have resulted from and been proximately caused by the direct willful action or gross negligence of the Association or its vendors, agents, servants or employees in the operation, care, or maintenance of such facilities.

(2) Any damage to the buildings, other common elements or equipment caused by a unit owner or such unit owners' pet(s) shall be repaired at the expense of the unit owner promptly upon request from the Association. This includes the intentional spreading of snow/ice removal product(s) on sidewalks or driveways. To reduce slipping on icy sidewalks or driveways the Association permits the use of unscented, clay-based kitty litter.

(3) In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors shall have the right to bar the use by a unit owner of any of the common facilities for failure to make payment of any assessments or fees due as provided for in the condominium documents. This prohibition would also apply to all occupants of the owners' unit.

(G) VISITORS

(1) All contractors or workmen employed by a unit owner shall not be permitted to do any work, except for emergency repairs, during the hours of 9:00 P.M. through 8:00 A.M., unless otherwise provided by the Board of Directors.

(2) Solicitors and/or political campaigners/canvassers are not permitted. Any unit owner who is contacted by any of these on the property is requested to notify the managing agent or a board member. (Internal communication regarding Association business is exempt).

(3) The only garage sales allowed in White Oak Village shall be events planned and authorized by the Condominium Association, and participation by residents is optional.

a. Garage sales will be held on Saturday between 8:00 am and 5:00 pm unless announced otherwise, and will be advertised in the *Georgetown News-Graphic* in the issue prior to the actual date of the sale. The event is sponsored by the Condominium Association; therefore, the Condominium Association will pay for the newspaper ads.

b. Participating residents will be identified by a ribbon or balloon attached to their mailboxes. Other signs will not be allowed. Visitors will park on the streets. Driveways and turnarounds will not be used for parking during the garage sale; this will ensure that non-participating residents will not be blocked in or out of their driveways.

c. Participating residents are responsible for the set-up and tear-down of their respective sales areas which will be limited to the area inside and/or immediately in front of their garages. No food or drinks to be sold. All sales tables and merchandise will be put away and out of view by dark.

(4) White Oak Village residents in good standing or their surviving family members may have an estate sale to liquidate unwanted furniture, personal belongings, etc. Individual estate sales are limited to the confines of the unit, garage, and driveway. Remaining driveways and turnarounds may not be used for parking during the sale to ensure that other residents have access to their units. The Board of Directors should be notified in advance of the estate sale to make sure it would not conflict with another event in the neighborhood. Expenses for advertising and conducting the estate sale are the responsibility of the resident. White Oak Village Condominium Association, Inc., is not liable for accidents or injuries associated with a private estate sale.

(H) PET RULES

(1) No animals of any kind shall be raised, bred, or kept in any unit or on the common elements, except dogs, cats, or caged birds (not to exceed a total of two (2) pets per unit without the approval of the Board of Directors) subject to compliance with the bylaws and these regulations.

(2) No pet may be maintained in a unit if it becomes a nuisance. Actions which will constitute a nuisance include, but are not limited to: a) an attack by the pet on a person, or more than one unprovoked attack on other animals, b) abnormal or unreasonable crying, barking, or scratching, c) fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, d) not being confined to the owner's property or on a leash at all times, e) failure by owner to clean up after their pet(s).

(3) All pets must be licensed and inoculated as required by law.

(4) Pet owners are fully responsible for personal injuries and/or property damage caused by their pets, and shall (and do hereby) indemnify the Association and all other unit owners for all loss, cost, claim and expense, including, without limitation, reasonable attorney fees, caused by such pets. Pets who consistently display a threatening or aggressive behavior, or have a documented history of aggression will not be permitted.

(5) All pets must be leashed or carried in all areas outside the pet owner's unit. Leashes may not exceed a length of twenty-five (25) feet, which will permit close control of the pet. No pets may be staked or chained outside.

(6) Owners of pets walked upon the common elements must immediately clean up their pet droppings in all areas. (Georgetown City Ordinance Sec. 6-29. Animal Waste Disposal. The custodian of every animal shall remove immediately any excreta deposited by his animal on public walks, streets, recreation areas or private property belonging to another).

(I) PARKING AND STORAGE

(1) All unit owners shall observe and abide by all parking and traffic regulations posted by the Association or by governmental authorities. Vehicles parked in violation of any such regulations may be towed at the unit owner's sole risk and expense.

(2) Parking in a manner which blocks sidewalks, driveways or mailboxes is not permitted. Reverse parking on streets is illegal and subject to citation by police. (Georgetown City Ordinance Sec. 38-54 No vehicle shall be stopped to the left side except on a one-way street.)

(3) All vehicles owned or operated by any unit resident shall be parked subject to the following:

a. Inside the garage assigned to that unit with the garage door closed, with an exception allowed as noted in b and c. below.

b. Unit residents may leave garage door open while utilizing garage

c. Unit residents may park on the driveway adjacent to their garage door during daylight hours. Respect the parking needs of visitors and guests.

d. Parking in driveways is provided for visitors and guests of unit residents. If a unit resident's guest is likely to stay longer than five days, the resident shall fill out a temporary restriction waiver form with a time span indicated.

e. The turnaround should not be considered a parking space in order to ease access of adjacent garages.

g. All vehicles in violation, including but not limited to owners and other residents, shall be subject to removal at the expense and sole risk of the owner of said vehicle.

f. All vehicles owned or operated by any resident must be registered with the Secretary of the Association. Vehicle registration forms are available in the clubhouse.

(4) Units with vehicles parked outside of the garages, when driveways need to be plowed, will not have their driveways plowed or shoveled.

(5) No trailer, camper, recreational vehicle, boat, van or other large vehicle may be parked at any time on the condominium project except to load or unload or except wholly within a garage so that the garage door can be shut. No junk or derelict vehicle or other vehicle

on which current registration plates are not displayed shall be kept upon any of the common elements. Only the following vehicle repairs may be performed:

a) emergency maintenance

b) ordinary light maintenance (excluding fluid changes and other operations that might soil the common elements)

c) normal cleaning

(6) Vehicles may be parked on the street for a period not to exceed 24 hours. (Sec. 38-201. Police authorized to remove vehicles. (2) When any vehicle shall remain for 24 hours on any public way of the city, whether or not in a prohibited or meter zone;)

(7) Clubhouse parking lot is reserved for Clubhouse activities only. Any exceptions require a waiver by the Board of Directors.

(8) No personal property may be stored on the common elements except in storage areas designated as such by the condominium documents or by the Board of Directors. All personal property placed in any portion of the buildings or any place appurtenant thereto, including, without limitation, the storage areas, shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

(9) Should an employee of the Association or the managing agent, at the request of a unit owner, move, handle, or store any articles in or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every case, such employee shall be deemed the agent solely of the unit owner and not of the Association for such purpose. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Employees of the Association shall be under no obligation to do or perform any of the foregoing, and this section is solely for the purpose of clarifying that the Association shall have no liability for any such actions by any employee of the Association or the managing agent.

(J) MOVING

(1) Move-ins and move-outs are restricted to the hours between 8:00 am and 9:00 pm. Each unit owner is responsible for the complete and proper removal of trash, debris, crating or boxes relating to that unit owner's move-in or move-out. The unit owner is also responsible for any damage caused to anything on the condominium complex by the vehicles involved in the move-in or move-out.

(2) It is the seller's responsibility to pass on the current White Oak Village Condominium Association Owner's Manual to the new owner. Failing to do so will require the seller to pay a fee to the Association for replacement. The buyer's agent is responsible to ensure that the buyer is fully informed of all Association Rules and Regulations. A Non-Resident Owner is responsible to provide, tenant, occupant, or any combination thereof with the current Association Rules & Regulations.

(K) ASSOCIATION

(1) Dues/assessments imposed by the Association are payable on the first day of the month. Dues received after the 10th of the month are considered delinquent and are subject to a late fee (interest accrues) for each month the dues remain unpaid. Payment shall be made payable to the order of The White Oak Village Condominium Association. (TWOVCA.) Cash will not be accepted. Dues may be paid in advance, and will be credited to the owner's account.

(2) Complaints regarding the management of the condominium project or regarding actions of other unit owners shall be made in writing to the Board of Directors or managing agent. No unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee or contractor of the Association or managing agent.

(L) WAIVERS

(1) A unit owner may apply to the Board of Directors or managing agent for a waiver of one or more of the Rules and Regulations. This cannot be a verbal request to a board member or another unit owner. It must be submitted on the approved form (Restriction Waiver). These forms are available in the clubhouse. Attach any documentation which may prove or strengthen your case. This process must precede the receipt of a violation.

(2) The waiver may be granted by a majority of the Board of Directors only, for good cause, if, in the judgment of the Board of Directors, such a waiver will not unreasonably interfere with or materially impair the purpose for which the condominium project was formed, or present a material adverse risk to the Association, the condominium project, or the other unit owners.

(3) Any granted waiver can be revoked at the owner's request. It will automatically be revoked at the owner's death, moving, or sale of the unit.

(M) FAILURE TO COMPLY AND ENFORCEMENT

(1) Failure to comply with these Rules and Regulations shall be considered a nuisance, which may be abated by appropriate action, the costs of which, including but not limited to the assessment of fines, liens, sanctions and reasonable attorney's fees shall be borne by the owner violating such rule or regulation.

(2) Notice – Prior to imposition of any sanction hereunder against a unit owner, except the suspension of voting rights for nonpayment of any assessments, the assessment of any late fee, finance charge or interest for the nonpayment of assessments, and/or fines for a violation of the condominium documents, the Board or managing agent shall serve the unit owner with written notice at the unit owner's address as it appears on the books of the Association. Such notice shall describe

a) the nature of the alleged violation

b) the proposed sanction to be imposed

c) a period of not less than ten (10) days to cure the alleged violation or present a written request to the Board for a hearing

d) a statement that the proposed fine, sanction and/or enforcement mechanism provided for herein shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If the violation is not cured in the time allotted or if a challenge is not made within ten (10) days, the action stated in the notice shall be imposed. The owner, following receipt of the notice, is obligated and required to relay that violation to any tenant, if relevant.

(3) Hearing – If a hearing is requested by the violating unit owner in a timely manner, the hearing shall be held in executive session by the Board of Directors affording the owner a reasonable opportunity to be heard. Prior to the effectiveness of any fine, sanction and/or enforcement mechanism provided for herein, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of activity, is entered by the Officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(4) Notwithstanding anything to the contrary in the Bylaws, if any violation (or substantively similar violation) recurs within six (6) months of any notice given under Section 7.H.(a) of the Bylaws, the Association shall not be obligated to provide an additional notice or opportunity to be heard and the Association's chosen enforcement remedy shall be imposed without delay; provided, however, that such unit owner shall be reasonably notified of the imposition of such remedy.

(5) The Board of Directors shall periodically release to the Association the Schedule of Fines, Late Fees and Charges currently in place. These may increase, depending on frequency and repetition.

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