

SUMMERFIELD

HOMEOWNERS ASSOCIATION

(Encompassing the developments of Valley Faire I & III)

RULES & REGULATIONS

EFFECTIVE JUNE 1996

1ST REVISION: APRIL 1997
(MERGING OF VALLEY FAIRE I AND VALLEY FAIRE III)

2ND REVISION: MAY 1999

3RD REVISION: FEBRUARY 2004

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(Legal update to consolidate Summerfield into a single HOA)

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(update to Board of Directors)

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Administrative Responsibilities

Board of Directors:

The Board of Directors acts on behalf of the Summerfield Homeowners Association and is the final authority with regard to enforcing the Declarations, the Bylaws and the Rules & Regulations. Problems not requiring immediate action should be addressed to the Board in writing prior to the monthly Board meeting. If you have a problem that you feel is not being resolved, please inform the Board President about the situation in writing. The Board meets monthly. Any Homeowner Association member is welcome to attend. Please contact a Board member for meeting day and times and advise them of your desire to attend.

The Rules and Regulations are intended to create and maintain a desirable, safe and neighborly community. While the Board does have formal responsibility of handling any violations of the Association Rules and Regulations, Association members are encouraged, whenever possible, to first address and attempt to work with their neighbors to resolve the occasional issue that may arise. In the event that this is not possible or successful, the Board is the next order of recourse to address violations.

Board Members:

<u>Position</u>	<u>Name</u>	<u>Contact #</u>	<u>E-mail</u>
President	Kristin Manning	206-550-2821	summerfieldboardhoa@gmail.com
Vice President	Jill Senter	808-264-1681	summerfieldboardhoa@gmail.com
Treasurer	Liz Schmidt	206-914-7438	summerfieldboardhoa@gmail.com
Secretary	Chelsea Shipp	253-219-4840	summerfieldboardhoa@gmail.com
Team Member	Stefany Cameron	425-430-1890	summerfieldboardhoa@gmail.com

Summerfield mailing address:

Summerfield Homeowners Association
P. O. Box 59744
Renton, WA 98058

Summerfield E-mail address:

summerfieldboardhoa@gmail.com

Summerfield Website:

www.summerfieldhoa.net

Definitions

Architectural Control Committee:

Sub-team appointed by the Board of Directors, which will include one board member, that will review any architectural changes or modifications proposed, to include painting of existing homes, roofing, and common area fence repair authorization. Hereafter, this Committee will be referred to as the A.C.C.

Common Area:

A common area is defined as any area which is for the use of all residents and is the sole responsibility of the Summerfield Homeowners Association.

Covenants, Conditions, Restrictions and Reservations:

This is the legal declaration (document) filed for record with Secretary of State to incorporate Summerfield Homeowners Association. All information contained in the Declaration will be referred to in this document as the C.C. & R's.

Landscape Berm Easement:

The landscape berm easement is the property that includes the building setback area, landscape berm and the screening fence easement established by the Plat on the north side of the Property and contiguous to S.E. Renton-Maple Valley Highway (SR 169).

Native Growth Protection Easement:

The Native Growth Protection Easement (NGPE on Plat Map) is the area dedicated beyond the Building Setback Line (BSBL on Plat Map) and the south end of the Plat (top of hill) located behind lots 2-4, 10-12, and 14-21. Dedication of the Native Growth Protection Easement conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public by The City of Renton, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, covered by fill, removed or damaged without express permission from The City of Renton, which permission must be obtained in writing from the City of Renton Building and Land Development Division or its successor agency.

General Information, Assistance & Reporting

Below is a list of possible situation and information on who to contact when necessary. If your first effort does not result in satisfaction, feel free to contact another Board member.

Street light bulb replacement

Contact Puget South Energy
1-800-321-4123

Provide them with the pole number and the closest street address.

Rules & Regulations Violations

Contact any Board member to report a violation, preferably providing details in writing to ensure proper documentation. Written warning shall be issued within 48 hours. Provide the Board Member with a detailed explanation of the violation, including the date it occurred, reporting party's name and telephone number for additional questions/detail.

Rules & Regulation Modifications

Contact any Board member with a formal petition for change signed by fifteen (15) separate and distinct Association Members. (Husband/wife, joint owners, etc., are considered one vote.)

Personal Property Damage

Report all break-ins, illegal activities and damage to police immediately, **then follow up with an on-line written report.** **This is the only way the issues in our neighborhood will be incorporated into Renton's records and will affect the frequency of police patrols.** In addition, contact any Board member to report incidences. The Board and Block Watch Committee (optional) may keep a log of all car and/or house break-ins, reported incidents of mail theft, as well as other personal property damage to alert other homeowners and track unusual activities and community trends.

Contractor References

Contact any Board member to report positive or negative experiences with contractors you have used. They will keep a record of contractors that have done reputable work in the area for use by all homeowners.

Rules and Regulations

A. General Rules & Regulations

Common Areas:

All common areas will be kept clear of any obstruction that prevents residents' access to, or use of, that area. This includes but is not limited to the following: sidewalks shall be kept clear of garbage containers, toys, bicycles, tools, **overgrowth of shrubs, tree limbs, etc.** and ~~vehicles, mailbox areas shall be kept clear of same, etc.~~ **In accordance with state and local laws, vehicles cannot legally be parked on sidewalks, and clearance must be left for delivery at the common area mailboxes.**

Temporary Signs:

The attachment or placement of temporary signs is limited to a time duration equal to the time limits of the event being advertised, i.e. "Garage Sale," "For Sale," "Open House," Orkin/ChemLawn maintenance/treatment, etc. Size limitations apply and stipulate that such signs are not to exceed 5 square feet. The name of the responsible party and date of posting should be clearly identified on the bottom or back of the sign. The homeowner responsible for placing the sign is also responsible for its prompt removal (within 48 hours) following the conclusion of the event.

Posting of Temporary Notices:

Posting of small notices within the designated boxes provided on the mail stations is permitted for a limited time that is not to exceed one week unless it is approved for a longer time by the Board. This is for the exclusive use of homeowners only and is to be used to communicate community-related information, not general advertising purposes. The name of the responsible party and date of posting must be clearly identified on the bottom of the notice. The home owner responsible for posting the notice is also responsible for its removal.

Permanent Signs:

The placement of permanent signs is not permitted in common areas and is permitted only on individual homeowner properties. Size limitations apply, and sign must not exceed one square foot in size. Such signs might include: Security System, No Solicitation, Beware of Dog, No Trespassing, etc. **No commercial signs are allowed.**

Destruction/Defacement:

Destruction or defacement of common area property or individual residences shall not be tolerated. Individuals who do so will be held responsible for all incurred costs. Owners shall be held responsible in this regard for the actions of the guests, children, or tenants.

Garbage:

Garbage cans and recycling bins shall be placed out no earlier than the evening before pick-up and returned to an out-of-sight location within a day of pick-up. They should not be placed in a location that obstructs the sidewalk or driveway. If you will be out of town during the time frame for garbage, please ask a neighbor or friend to set out and put away your containers. This addresses security, safety and aesthetic concerns.

Sidewalk/Curb Wheelchair Access:

Sidewalk and curb wheelchair access should remain unobstructed at all times to allow for walkers, wheelchairs, strollers and small children on tricycles, big wheels, training wheels, roller skates and rollerblades. Pedestrians have the right of way at all times. Cars, toys, garbage cans, bicycles, etc. should

remain off the sidewalk to allow free and clear access. Teens and adults should not be using the sidewalks for bicycling, etc. and should observe rules of the road.

Noise:

Radios, television, stereos, musical instruments and other noise must be kept to reasonable levels at all times. Volume must be kept low between 10:00 p.m. and 8:00 a.m. Sunday – Thursday. Weekend quiet hours will be between 12:00 a.m. (midnight) and 8:00 a.m. (Fri/Sat, Sat/Sun & holidays). Other noise may include but is not limited to:

- Dogs that bark excessively to the annoyance of other residents
- Children and/or adults who make excessive noise to the annoyance of other residents
- Excessive obnoxious behavior, e.g. swearing, screaming, etc. will not be permitted
- Yard maintenance and construction activity

Fireworks:

The City of Renton prohibits fireworks. Illegal fireworks will not be tolerated. Violators will be reported to the Police.

Disruptive Behavior:

No noxious or offensive activity shall be allowed in the community or any part thereof, nor shall anything be done or maintained thereon which may be, or become, an annoyance or nuisance to the neighborhood or owners or detract from the property’s value as a residential community.

Speed Limit:

The speed limit within the Summerfield Community will be 25 mph.

B. Property, Building & Architectural Rules and Regulations

Overview/Scope:

All buildings and structures, including roofing, concrete or masonry walls, rockeries, extended or additional driveways and walkways, storage sheds, fences, swimming pools, large play structures, or other structures to be constructed within the property ~~shall be approved~~ **must be preapproved** by the Board or the Architectural Control Committee. Such construction or alteration shall not be started until written approval is given by the Board.

Process:

- a) The written submission shall contain the name and address of the Owner requesting approval, identification of the lot involved, and the following information about the proposed structures or roofing:
 - The term of warranty for roofing (submit sample materials, no less than 30 years, no **black metal** roofing)
 - The location of the structure upon the lot
 - The elevation of the structure with reference to the existing and finished lot grades
 - The general design
 - The interior layout
 - The exterior finish materials and color, including roof materials
 - The landscape plan also showing all existing significant trees to be removed (greater than eight (8) inches in diameter measured three (3) feet from the base)

- b) The Board or A.C.C. will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the Lots and environment, and as to the location of the building with respect to topography, finished grade elevation, and building setback restrictions. The Board or A.C.C. will respond within two weeks of receipt.
- c) In the event the Board or A.C.C. fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required.
- d) All plans and specifications for approval must be submitted a minimum of 30 days prior to the proposed construction starting date and two weeks prior to starting a re-roofing project. The maximum height of any Residence shall be that which is allowed by the applicable building codes and C.C.&R.s.
- e) The A.C.C. shall have the right to disapprove the roofing project, design or installation of a swimming pool or any other recreational structures (basketball hoops, etc.) or equipment which is not suitable or desirable, in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the A.C.C. shall have the right to take into consideration the visual impact of the structure, or the noise impact of the related activities upon all of the properties located in close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal, or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.
- f) Approval of construction plans and other matters by the A.C.C. shall be by simple majority vote of its members.

Zoning:

No Lot shall be used except for single family residential purposes.

Native Growth Protection Easement & Building Setback Lines:

Per the City of Renton ordinance, structures, fill and obstructions (including but not limited to decks, patios, outbuildings, or overhangs beyond 18 inches) are prohibited beyond the building setback line (BSBL on Plat Map) and within the Native Growth Protection Easement.

Before beginning and during the course of any grading, building construction, or other development activity on a lot subject to the NGPE, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of the City of Renton. Structures, fill, or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building setback line or within drainage easements. Additionally, grading and construction of fencing shall not be allowed within the drainage easements shown on the plat map unless otherwise approved by The City of Renton Building and Land Development Division. All building downspouts, footing drains and drains conveying runoff from all impervious surfaces such as patios and driveways shall be connected to the approved storm drainage outlet as shown on the Construction Drawing on file with The City of Renton Building and Land Development, unless otherwise approved by Engineering Review, The City of Renton Building and Land Development Division, or its successor agency.

Permits:

No construction or exterior addition or change or alteration of any structure may be started on any portion of the Property without the Owner first obtaining a building permit and any other necessary permits from the proper local governmental authority, and written approval from the Board or A.C.C.

Codes:

All construction shall conform to the requirements of the State of Washington “Rules and Regulations for Installing Electric Wires and Equipment, and Administrative Rules”, and the Uniform Codes (Building, Mechanical, Plumbing), and NEPA 13 in force at the commencement of construction, including the latest revisions thereof.

Completion Times:

The exterior of any structure (including painting or other suitable finish and initial landscaping) shall be completed within three (3) months of the beginning of construction so as to present a finished appearance when viewed from any angle. Any anticipated extensions need to be reviewed by the A.C.C. The construction area shall be kept reasonable clean during the construction period.

Inspection:

Any agent, officer or member of the Board or A.C.C. may at any reasonable pre-determined hour or hours, upon 24 hours’ notice during construction or exterior remodeling, enter and inspect any of the Property to determine if there has been compliance with the provisions hereof. Said agents, officers or members shall not thereby be deemed guilty of any manner of trespass for such entry or inspection, and there is hereby created an easement over, upon, and across the Property for the purpose of making and carrying out said inspection.

Setbacks:

No part of any building shall be located on any lot nearer than 20 feet from the front lot line or five (5) feet from any side or back perimeter line without prior written approval of the Board or Architectural Committee.

Painting:

Painting of any residence should be completed within one month, weather permitting. ~~The colors approved for Summerfield are those that~~ **Approved colors are on the Summerfield website. They** are muted colors, earth tones, natural tones, grays, beiges and similar shades that will blend with the neighborhood and natural surroundings. All paint colors need to be approved by the Board/Architectural Committee prior to painting. If circumstances prevent completion within the timelines set forth, an estimated completion date should be submitted to the Board.

Temporary Improvements:

No improvement of a temporary nature, trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence or guesthouse, either temporarily or permanently.

Fences:

All fences shall be constructed of wood only and will not exceed six feet in height on the side perimeters and three and one-half (3-1/2) feet in height on the front perimeter. Consideration of conformity to neighboring/adjacent fences is strongly recommended for aesthetic purposes.

Holiday Decorations:

Holiday decorations, lights, flags, etc. should be removed within three weeks following the conclusion of that holiday, e.g. Christmas, 4th of July, Thanksgiving, etc. (weather permitting). Secular and religious decorations should be displayed only during the appropriate holiday timeframes. The National Flag may be displayed any day of the year, provided it is displayed with respect to the flag, and is either brought down at sunset or is illuminated artificially at night.

Interior Window Coverings:

Interior window coverings shall consist of any of the following: shades, blinds, shutters, or drapes. No other materials are permitted to cover window surfaces, e.g. tin foil, stickers, insulation, blankets, sheets, etc. The back of any window coverings visible from the street shall be in neutral tones. Window coverings must be in place within 30 days of occupancy.

Off-Site Owners:

In the event that an Owner moves off-site and rents or leases their property, they are responsible for notifying the Homeowners Association of how and where they can be reached. Owners shall be ultimately responsible for all actions and inaction of their tenants in the event of any infraction of these rules and/or the C.C.&R.'s, up to and including yard and property maintenance. Association dues will continue to be the Owners' responsibility. Owner shall supply the name of tenant to the Board.

Vacant residences are to be maintained in a presentable condition. The Association shall have the right at all times to enter upon any lot or building site that is vacant and unplanted or untenanted by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, plant, cultivate and/or maintain hedges, trees, shrubs, plants, or lawns without the permission of the owner and to charge the expense thereof to the owner as an assessment.

Exterior Lighting:

Exterior lighting (excluding low voltage yard lights, house lights originally installed by builder, or lights specific to the display of the national flag), i.e. spot lights, etc., does not have to be motion sensitive or on a timing device.

Entryways, Backyard Porches and Patios:

Front entryways are not to be used for storage. Backyard porches and patios are not to be used for storage.

C. Parking Rules and Regulations

General:

All motor vehicles (including motorcycles, scooters and mini-bikes) shall be parked in garages whenever possible. Parking in the driveways should be considered only when parking in garages is not feasible. Street parking should be considered only temporary and as a last resort. There is to be no parking of commercial vehicles on the street.

Street Parking:

Cars parked on the street for any reason are not allowed to block driveways, mailboxes, or sidewalk on/off ramps. Please restrict/limit regular and/or frequent parking of personal or visitor parking to own property boundaries. All vehicles should be parked a minimum of 20 feet from the street corner so as not to be blocking the view of vehicles turning onto/off the street and/or cul de sac, thereby creating a safety hazard. Under no circumstances can a vehicle be parked so that it blacks a fire hydrant.

Inoperable/Abandoned Vehicles:

Inoperable and/or abandoned vehicles are prohibited from parking on any lot or street in a position whereby said vehicle shall be visible either from the street or from adjacent lots. Written warning will be followed by removal of the vehicle at the owner's risk and expense.

Vehicle Overhauls and Mechanical Repairs:

No vehicle overhaul or major mechanical repair shall be allowed on the street or within street view at any time. The storage of car batteries, tires, oil or gas cans, or any inoperative or unlicensed vehicle shall not be visible

from the street or adjacent lots. Leaving any of the aforementioned items or like items in the street shall be subject to fine and removal at owner's expense. Parked cars are not to be left with flat tires or used for storage on the street.

Oversized Vehicles including Trucks, RVs, Boats, Trailers:

Except on a temporary basis (7 days) the following vehicles are prohibited from parking or being stored on any lot in a position where they are visible either from the street or from adjacent lots: recreational vehicles, boats, trailers, vehicles having a carrying capacity of more than one ton, vehicles more than 19 feet in length. Two RVs at any lot at the same time are prohibited except during a three-day holiday. For oversized **trucks or RVs**, longer time frames, or multiple RVs, please locate an offsite location. Homeowners may bring their own RV in for up to 48 hours if needed to prepare for a trip. Any exceptions must be approved by the Board. Recreational vehicles **should not be inhabited** except for sleeping. Where and whenever possible, these vehicles are to be parked **IN** the Homeowner's driveway so as not to create a safety/visibility hazard and an inconvenience to other homeowners.

D. Landscape Rules and Regulations

General Maintenance Responsibilities:

The homeowner is primary caretaker of the residential yard, assuming responsibility for maintenance, mowing, edging, watering, weeding, removal of dead annuals, etc., as needed. Failure to neatly maintain one's yard area will result in the Association assuming responsibility of maintenance at the owner's expense.

Landscape Installation:

Front yard landscaping shall be installed within 45 days and rear yard landscaping within 90 days of occupancy of any house, or within 90 days of closing if non-owner occupied.

Hoses:

Hoses must be kept neatly coiled or on hose reels.

Statues/Figurines/Yard "Art":

Any decorative statue or figures should harmonize with the environment and be of neutral colors. Any statue or figure over 3 feet in height placed in view from the street or adjacent lots must be approved by the Board.

Sidewalk Access:

It is the homeowners' responsibility to maintain clear access to sidewalks. Such things as shrubs, bushes, trees, etc. must be pruned or maintained so as to allow free and clear passage.

Native Growth Protection Easement:

The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public by the City of Renton, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, covered by fill, removed or damaged without express permission from the City of Renton.

E. Domestic Pets Rules and Regulations

Number and Variety:

The City of Renton restricts ownership of pets to three (3) per dwelling. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot or in any improvement. Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.

Containment/Confinement:

Dogs are not allowed to run at large and must be controlled by leash when outside individual residence yard/property. Pet owners are responsible for immediate removal of waste when exercising the animal in common areas.

All pets are prohibited from entering into, running through, or littering in the common areas. Damage to property could result in charges/costs for cleaning or repair.

Enclosures:

All pens and enclosures must be approved by the A.C.C. prior to construction and shall be kept clean and odor free at all times. If investigation by the Board indicates that animals are kept in violation of this section, the Board will give the Owner written notice whereby the violation must be remedied by the Owner within two (10) days.

Clean-Up:

Dog excrement must be removed and properly disposed of by pet owner.

Noise and Nuisance Control:

Pet owners are expected to control or, if necessary, temporarily/permanently remove any domestic pet which makes frequent, repetitive or continuous noise which disturbs or interferes with the peace, comfort, and sleep of other residents.

Enforcement and Fines

Concurrence:

Every owner, tenant, resident or guest is required to comply with the Declarations, Bylaws, and Rules & Regulations of Summerfield. Parents are responsible for the actions of their children and guests.

Precedent:

These rules and regulations are in effect as of June 1996. All improvements, i.e. paint, fences, etc. in place prior to this date are grandfathered and the respective homeowners shall not be asked to bring their lot into compliance until such time as a change is made to the property. Lack of enforcement in the past does not mean that any rule or restriction can or will be waived.

Fees:

Failure to keep current in payment of annual dues, assessments, fines, service fees, or penalties can result in a lien being filed against the property. The owner is liable for all costs including attorney fees, incurred by the Association to enforce any action. Any fees collected shall become part of the Association Funds.

Privilege:

The Board is empowered to establish and enforce the Rules and Regulations. Appeals on warnings and/or fines must be made to the Board for review, in writing, within 10 days of receipt of notice of infraction.

- Upon receipt of a valid complaint, a written warning will be issued and the individual(s) will be notified as to which rule has been violated.
- Continuation of the cited violation will result in a fine of \$25.00. Fees may also be assessed for damages.
- If the fine is ignored, and/or the violation continues, an additional fine of \$25.00 per week will be levied until compliance is successfully achieved.
- If the situation is ignored, and/or the violation continues, the Board will initiate use of legal proceedings to obtain an injunction or damages, a lien can be placed against your home, and you will be responsible for all associated attorney costs. The Board has final authority to pursue legal remedy.

Enforcement Powers and Creation of a Lien:

Each homeowner is responsible and agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments. Enforcement of the C.C.&R.'s and Rules & Regulations may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the C.C.&R.'s or Rules & Regulations. All costs incurred in enforcement, including the annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each assessment is made.

Rule Revisions:

Revisions will be at the discretion of the Board. Written suggestions for change will be taken under advisement by the Board. Fifteen (15) separate and distinct Association member signatures are required before presentation. Announcement of all additions or rule changes will be provided to all Summerfield homeowners.