

Enforcement of Covenants and Rules including Schedule of Fines

ARTICLE 4 ASSOCIATION

4.1 Powers and Authority. The business and affairs of the Common Interest Community shall be managed by the Association. The Association shall have all of the powers and authority permitted pursuant to the Act necessary and proper to manage the business and affairs of the Common Interest Community. This shall include, but not be limited to, the power to assign its right to future income, including the right to receive Common Expense Assessments, provided the Association determines that such assignment will not impair the ability of the Association to perform its duties under this Declaration. Additionally, the Association acting through its Executive Board shall have the power, after notice and an opportunity to be heard, to levy reasonable fines and penalties for violations of any provision of this Declaration, Bylaws and Rules and Regulations. The remedies for collection of any such fines and penalties shall be as provided in Article 6.10 below.

6.10 Default Remedies. Any Assessment, charge, fee, fine or penalty provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the date due shall bear interest at a rate determined by the Executive Board. In addition, the Executive Board may assess a late charge thereon. Any Owner who fails to pay any Assessment, charge, interest, late charge, fee, fine, or penalty of the Association shall also be obligated to pay to the Association all costs and expenses incurred by the Association, including reasonable attorney's fees, in collecting the delinquent amount, whether or not suit for a money judgment and/or foreclosure is filed. The total amount due to the Association, including unpaid Assessments, fees, charges, fines, penalties, interest, late payment charges, costs and attorney's fees shall constitute a continuing lien on the defaulting Owner's Lot, which lien shall have such priority, rights and characteristics as provided in the Act. The Association may bring an action, at law or in equity, or both, against any Owner personally obligated to pay any amount due to the Association, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against a delinquent Owner to recover a money judgment for unpaid amounts due to the Association may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien. Foreclosure or attempted foreclosure of the Association's lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent amount due to the Association.

ARTICLE 13
GENERAL PROVISIONS

13.1 Enforcement. Enforcement of any provision of this Declaration, the Act, the By-Laws, and any Rules and Regulations shall be by appropriate proceedings at law or in equity against those Persons violating or attempting to violate any such provision. Such proceedings may be for the purpose of removing a violation, restraining or enjoining a future violation, recovering damages for any violation, foreclosing a lien, obtaining such other and further relief as may be available, or any combination thereof. Such proceedings may be instituted by an Owner, by the Architectural Control Committee, or by the Association. In the event it becomes necessary to commence such proceedings, the prevailing party shall be entitled to recover the costs and reasonable attorney's fees incurred in connection with such proceedings. In addition, the Association may levy such fines and penalties as may be adopted pursuant to Article 4.1. The failure to enforce any provision of this Declaration, the Act, the By-Laws and the Rules and Regulations shall not preclude or prevent the enforcement thereof for a further or continued violation, whether such violation shall be of the same or of a different provision. The Association shall not be liable to reimburse any Lot Owner for attorney's fees or costs incurred in any suit brought by a Lot Owner to enforce or attempt to enforce this Declaration.