

JACKSON SQUARE CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

Adopted **March 1, 2026** / Effective **April 1, 2026**

ACCESS TO ONLINE PORTAL – **JACKSONSQUAREBR.ORG**

(NOTE: Email request must be sent to info@magnoliabr.com to obtain access to portal.)

Mailing Addresses

Jackson Square Condominium Association, Inc.
c/o Magnolia Management

GENERAL MAIL: PO Box 87234, Baton Rouge, LA 70879
ASSESSMENTS / DUES: PO Box 98067, Phoenix, AZ 85038

Magnolia Management Physical Address

12090 South Harrell's Ferry Rd, Suite A8
Baton Rouge, LA 70816

Property Manager

MAIN: info@magnoliabr.com / 225-286-7546
Whitney Larme

Board of Directors

Benjamin Moss	President	Resident / Unit 18
Rabbi Barry Weinstein	Vice-President	Resident / Unit 15
Diane Geheber	Secretary	Resident / Unit 23
Javier Garcia-Mendoza	Treasurer	Resident / Unit 59
Cardis Hayes	Architectural Control Committee Chair	Resident / Unit 06

Local Resources

EMS / FIRE **911**
BRPD (Non-Emergency) **225-389-2000**
Sheriff's Department **225-389-5511**
Animal Control acc@brgov.com **225-774-7700**
Southeast Post Office / 4535 Bennington Ave. **225-925-9456**
Entergy Electric **1-800-368-3749**
Cox Cable, Phone, Internet **225-615-1000**
EBR Garbage/Recycling Services **3-1-1**

Rules and Regulations

Adopted **March 1, 2026** / Effective **April 1, 2026**

The Rules and Regulations of the Jackson Square Condominium are promulgated under authority of the Members of the Jackson Square Condominium Association, Inc. pursuant to the Amended and Restated Articles of Incorporation (Article IV.B(6)). These rules may be amended or supplemented at any time by the Board of Directors pursuant to the Amended and Restated By-Laws (Article III, Section 2(f)), subject to approval of the Members of the Association. Pursuant to the Association's Declaration (Articles 4.5, 7.5, and 15.1) the Unit Owner shall, at all times, comply with these rules and regulations and shall use their best efforts and shall be responsible to see that they are faithfully observed by their families, guests, invitees, service personnel, lessees and other persons over whom they exercise control and supervision. Though these rules are not exclusive, the conduct of Residents are administrated by the Association's governing documents and local, state and federal laws. The Rules and Regulations for the Jackson Square Condominium are as follows:

"*Association*" = Jackson Square Condominium Association, Inc. and its Members

"*Board*" = Board of Directors of the Association

"*Condominium / Property*" = Jackson Square Condominium

"*Manager / Management*" = Property Manager / Magnolia Management Services

"*Member / Owner*" = Member of the Association / Unit Owner

"*Resident*" = Any person(s) residing on the Property

Unit Owner and/or Lessee Compliance and Notification

Unit Owners are bound to the Rules and Regulations of the Jackson Square Condominium. Unit Owners who lease their Unit are required to make these Rules and Regulations a part of any lease agreement. Any such lease of a Unit shall include a provision that the lessee agrees to abide by and comply with all of the terms and restrictions of the Condominium Declaration and the Rules and Regulations of the Association.

Occupancy and Use of Units

All Units contained within Jackson Square are hereby designated as single-family residential and shall be used for none other than single-family residential purposes.

Occupancy. Units may be used only for single-family, residential, non-commercial purposes, and shall be occupied by the Unit Owners, members of the Unit Owner's family, or persons to whom the Unit Owner have rented or leased them. Whether by joint Unit Ownership or lease, no Unit shall serve as the permanent residence for more than four (4) unrelated people at any time without the written approval of the Board of Directors.*

[****Baton Rouge Unified Development Code, Chapter 19 – Definitions: FAMILY*** - an individual or two (2) or more persons who are related by blood, marriage or legal adoption living together and occupying a single housekeeping unit with single cooking facilities; or not more than two (2) persons, or not more than four (4) persons (provided the owner lives

on the premises) living together by joint agreement and occupying a single housekeeping unit with single cooking facilities on a nonprofit, cost sharing basis.]

Business Activity. Restricted to home occupation/home office with limited service activities. The Board has complete discretion regarding any business activity occurring on premises. Usage as a place of business shall not be apparent or detectable by sight, sound or smell. The business shall not involve persons coming onto the property for the exchange of goods and/or services (in addition to an increase in delivery activity). All business must be legal in nature and conducted in accordance with all local, parish, state, and/or federal laws. The business shall not increase the Association's insurance liability or utility costs.

Garage. The garage area of a Unit may not be used for (nor converted into) living quarters.

Guests. Unit Owner is liable for the actions of their guests (including the actions of their tenant's guests). This includes, but not limited to, violation of any of the Association's Rules and Regulations, in addition to the damage or destruction to common elements and/or to another Resident's property.

Leasing a Unit.

- No Unit Owner shall lease its Unit unless or until it shall have paid in full any charges assessed against its Unit. **(Article 9.3 of Association's Declaration)**
- Any lease of a Unit must be in writing. An executed counterpart of such lease shall be delivered to the Association's Manager/Board prior to commencement of occupancy by any tenant thereunder.
- A minimum lease term shall be six (6) months. *(Unless otherwise approved by the Board.)*
- A lease must consist of the Unit in its entirety; a Unit shall not be leased by the room/bed.
- No Unit Owner shall be permitted to lease his/her Unit for transient or hotel purposes; short-term rentals (i.e. *Airbnb* or *VRBO*) are not allowed.

Lease Provisions. Every lease of a Unit and any renewal thereof, is subject to the prior approval of the Association and every lease shall include the provision which gives the Unit Owner direct authority to evict the tenant(s) listed under the lease, for any violation of the Association's Declaration or Rules and Regulations. The Unit Owner shall require tenant to maintain Renter's Insurance for the entirety of his/her lease. The Unit Owner must appropriately screen any prospective tenant prior to executing a lease. Appropriate screening shall include, but not limited to:

- Credit History;
- Income Verification;
- Background Check; and
- Compliance with Rules and Regulations (i.e. *Number of Occupants, Pets, Vehicles, etc.*)

Lease Violations. Unit Owners who lease their Unit must comply with the appropriate requirements of the Association's Declaration and all Rules and Regulations as provided. The Board of Directors shall assess a fine of \$100.00 to the Unit Owner for any violation of the *Leasing a Unit* or *Lease Provisions* of the Rules and Regulations. In addition to applicable fines incurred by their tenant and/or guests due to violation of the Rules and Regulations.

The Association maintains the authority to limit the number of non-owner occupied/leased Units.

Common Areas

Common Areas. No athletic courts or equipment may be constructed or laid out on the property. Open common areas (lawns and parking lots) may not be used for games such as golf, baseball, etc. No blankets, tents, doghouses, playhouses, swimming pools, tarpaulins, etc., shall be left on lawns overnight. No one is allowed on any roof for any reason, except authorized maintenance or emergency personnel.

Decorations. Porch/Patio holiday decorations are allowed 30 days prior to a holiday and must be removed within 20 days after a holiday.

Flags. The American Flag may be displayed in the Common Area year-round, so long as it is not in a torn or faded condition. Flags which promote political activity or may offend or cause a nuisance to Residents will be removed.

Flowerbeds. The area along the sidewalk leading up to the front door has been deemed a private flowerbed and should be maintained by the Owner of the Unit. If the Owner/tenant neglects the flowerbed, dead items will be removed by the Association. However, replacement is subject to the Board at the Owner's expense. (*No item is to be placed in the Common Area flowerbeds.*)

Gate Access/ Call Box:

- *See "Fees" below for information on Gate Card or Gate Clicker.*
- *Call Box Number.* Each Unit has been assigned a unique code at the call box to be given to guests, deliveries, and/or rideshare drivers. Magnolia Management maintains these numbers. Please contact Magnolia Management to request a call box number, update phone number, and/or obtain an additional call box number.
- *Vehicle Access Only:* The automated gates are designed and intended for vehicular traffic only. Pedestrian access through the vehicle gates is strictly prohibited. Residents and guests must use designated pedestrian entrance where provided.
- *Gate Operation:* Residents are responsible for ensuring that the gates close completely after their vehicle has passed. Residents are prohibited from providing gate access codes or remote access to unauthorized individuals. Tampering with gate operating mechanisms is strictly prohibited.
- *Gate Security:* Residents are encouraged to report any suspicious activity or malfunctioning gate equipment to the Association's Manager or Board.

- Rideshare and Food Delivery Services: Residents are responsible for providing clear instructions to rideshare and food delivery drivers. Residents may be required to meet drivers at designated pickup/drop-off areas. Drivers are expected to adhere to posted speed limits and traffic regulations within the community.
- Call box usage: The call box at the gate is to be used by all residents. Residents should provide access to the delivery driver, or rideshare driver, and then direct them to the correct location.
- Liability: Residents/Owners are responsible for damages caused by their guests and delivery service providers.

Generator. Due to natural gas meter locations and limited common area space for most Units, permanent “standby” generators are not permitted. Portable generators are allowed after severe weather events in which the complex loses power for an extended period of time. The same safety precautions are applicable to a portable generator as the “Grills” section.

Existing Generator: Are to be removed prior to the sale of the Unit.

Future Generator: Exceptions may be granted by the Board in the future based on location and installation requirements to operate safely.

Mailbox. Owners are responsible for the lock and key(s) associated with their Unit’s assigned mail slot. Replacement mail slot lock/key(s) can be obtained by contacting the Southeast Post Office on Bennington Ave. Or an Owner may contact a locksmith for immediate replacement of the lock. (Lock and keys are an Owner expense.)

Passageways. Sidewalks, walkways, alleyways, entrances and all of the Limited Common Areas and Common Areas must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

Personal Items. All personal articles must be kept from view of the Common Areas at all times when not in use, and must not be left to block any driveway, sidewalk, or passageway. Items left in these Common Areas will be removed and disposed of by the Association.

Front Porch. **Owners** are allowed to have a chair/bench and potted plants on the front porch. The exterior and porch should be kept reasonably clean by residents. Folding chairs are not permitted on the front porch.

Concrete Pad. (Located at the back of Unit/garage gate.) **Owners** are allowed to place potted plants and/or paver stones on the concrete pad outside their gate but are subject to the Association’s review and approval. Owners who choose to store their garbage and recycling carts on the concrete pad, must be kept orderly (no large or bulky trash may be kept on the concrete pad).

Sale/Lease Signs. The designated location for sale/lease signs is the corner of Congress Blvd. and Jamestown Ave. Open House signs may be placed at the entrance gate and outside the Unit on the day of the scheduled Open House.

Satellite Dish. Satellite dishes used for TV or other communications options will not be installed on the roof or front of any Building, nor in any Common or Limited Common Area. All cabling must be routed in a professional, inconspicuous manner. Satellite dishes installed as of December 31, 2021, will be permitted to remain in place, provided they are installed on fascia or soffit and not on a roof. The Board retains the right to approve or reject the size, color, or location of any satellite dish to be installed after January 1, 2023. The Unit Owner will always be responsible for the cost of installation, maintenance, and repair of any satellite dish installed. Non-conforming satellite dishes will be removed by the Association at the Unit Owner's expense. Under no circumstances will a tenant/lessee be authorized to have a satellite dish installed on a Unit without the written approval of the Unit Owner and final approval of the Board.

Signs. No sign of any kind shall be displayed to the public view from any Unit or in the Common and Limited Common areas. (This includes, but is not limited to advertisements, political activity, or any other sign which may offend or cause a nuisance to Residents.)

Storage. Resident's personal property shall be stored inside the living area, garage or attic of their Unit. No storage, including the lease, purchase, or construction of any storage receptacle, is allowed in any Common or Limited Common Area.

Water Hoses. Water hoses should be kept rolled up when not in use. We encourage Residents to water all grass, shrubs and trees that are not in range of the Association's sprinkler system.

Architecture, Maintenance and Repair

Renovations and Modifications. Nothing shall be done in any Unit, Building, or to the Common and Limited Common Areas which may impair the structural integrity of the Property, or which would structurally or stylistically change a building without prior consent by the Board of Directors. All renovations affecting the Common Area must be approved by the Board prior to the commencement of any work. All work approved must be performed by a licensed contractor and in compliance with city-parish, state, and fire Marshall regulations. Permits, where applicable, are required.

Unit Maintenance. Each Unit Owner is responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, including fireplaces, dryer ducts, vents, electrical fixtures or appliances, or electrical wiring from the meter base, which may be in or connected to a unit.

Landscape Maintenance. Contract landscaping professionals provide mowing and maintenance of common lawn areas; however, residents are responsible for watering the shrubbery located along the walkway leading to the front porch of their unit. Residents may not modify shrubbery or other landscaping in the common lawn areas, but are allowed custom plantings along the walkway leading to the front porch of their unit. Contract landscapers will trim custom plantings if deemed necessary to preserve proper appearance, maintain safety, and provide adequate entry to the property.

Inspection. The Board of Directors reserves the right, with advance notice, to conduct a maintenance inspection of any Unit and require repairs and replacement of plumbing or other equipment as needed.

Equipment Installations. No resident or guest shall allow the installation of wiring or equipment for electrical or telephone use, television, air conditioning units or other machines, equipment or fixtures which protrude through the walls or roof of any Building or is otherwise visible on the exterior of a Building except as presently installed or as authorized by the Board. Nonconforming equipment will be removed by the Association, at the Unit Owner's expense. Repairs and/or painting to the building from equipment modifications will be responsibility of Unit Owner.

Water Damage Prevention. The average life of a water heater varies between five and twelve years, depending on the warranty. The hot water heater must be replaced when the warranty period has expired. Water damage is the most common problem and insurance expense. Hoses connected to washing machines should be inspected and replaced periodically. Washer outflow hoses must be firmly attached so as not to vibrate out of the drain lines. Any water damage is the Unit Owner's responsibility, be it to their unit, other units or common areas.

Nuisances

Residents, their families, guests or agents shall not cause unnecessary noise, disturbance, or noxious odors, nor engage in behaviors that unreasonably interfere with any other resident's quiet enjoyment of the premises. Objectionable behaviors include, but are not limited to:

- Playing of loud music, loud TV, or loud musical instruments including automobile stereos. This includes vehicles entering or leaving the premises.
- Pet noises including but not limited to barking/whining dogs or loud birds.
- Loud or profane language, yelling, screaming, or threatening behavior.
- Slamming of doors, horseplay or other loud or boisterous behavior.
- Throwing of balls or other objects against the buildings.
- Noxious odors from the use of paint strippers, caustic cleaners, pesticides, or other volatile chemicals that might emanate from a Unit or Limited Common Area.
- Excessive idling or revving of vehicle engines, especially diesels or worn engines or motorcycles, or operation of vehicles in any manner that would disturb or annoy residents, such as operation without a proper muffler or squealing of tires.
- Use of drones or other motorized flying objects is prohibited.

Vehicles / Parking

Violations of the following rules may result in the towing at the vehicle operator's expense:

Speed Limit. The speed limit in the complex is 10 mph.

Ownership & Identification. All Residents are required to register their vehicle(s) with the Property Manager, whether owned or leased, and must display a license plate with current registration and inspection stickers or the vehicle will be subject to tow at the Unit Owner's expense.

Parking.

- **All vehicles**, whether owned or leased by a Resident or guest, parked on-site must be in legal, operable condition and be properly licensed. Vehicles with expired registration and/or inspection stickers are not allowed. Violations are subject to towing.
- **Garage** parking spaces are designated for the exclusive use of the Residents of each Unit.
- **Overflow** parking spaces are designated for the temporary use of residents and their guests. Storage of Resident's personal vehicles in overflow parking areas only is limited to no more than **seven (7) days**. Vehicles may not exceed the length of a single parking space (**20 feet**). Vehicles in violation will be towed at the Unit Owner's expense.
- **Parking** is permitted in designated areas only. Parking outside of these areas, including landscaped areas, is grounds for immediate towing. Any vehicle blocking legally parked cars, parking spaces, driveways, alleyways, or fire zones will be towed at the Unit Owner's expense.
- **Trailers, boats, and recreational vehicles** (jet skis, campers, motor homes, etc.) may be parked permanently in a Resident's garage, but not for more than **24 hours** in overflow parking, or they will be towed at the Unit Owner's expense.
- **Large commercial vehicles** are permitted on premises for daytime use only. No exceptions. Commercially registered vehicles or trailers used for a resident's employment are not allowed to be stored on premises. Vehicles in violation will be towed at the Unit Owner's expense.
- Vehicles leased for **moving** may be parked only in designated areas for no more than **24 hours** prior to next day's move.
- **Abandoned vehicles** are not permitted on the premises. Vehicles in violation will be towed at the Unit Owner's expense.
- **Motorcycles** may be parked in the Unit Owner's garage in tandem with another vehicle. Otherwise, motorcycles are subject to all parking restrictions as with any other vehicle.

- Unit Owners are responsible for cleaning or repairing any extraordinary *fluid leakage or other damage* their vehicles cause to alleyways, driveways, landscaping or other Common Areas.
- Major *auto repairs* that involve having a vehicle partially dismantled or jacked up for any reason other than a tire change are not permitted on the premises.

Electric Vehicles. If a Unit Owner purchases an electric vehicle and wishes to install a charger within his/her garage (at the Unit Owner's expense), written notice shall be sent to the Board prior to installation. Within the notice, the Unit Owner must provide support that the electrical work/charging unit will be installed by a certified electrician, conform with local/state building codes, and comply with all insurance requirements.

Security & Safety

Residents/Owners are responsible for their own safety and the security of their personal property.

Cameras. Security Cameras & Camera Doorbells are allowed and encouraged, so long as it does not disturb or infringe upon the rights of other residents. (Note: Cameras are subject to Board approval. Damages to the exterior of the Unit due to installation of a camera are to be repaired by the Owner at the Owner's expense prior to the sale of the Unit.)

Children / Minors.

- Common Areas. Children under the age of twelve (12) must be accompanied by a responsible adult when using common areas. While children are permitted to play in designated common areas, children should not play in the alleyways or parking lots. Parents and legal guardians are responsible for ensuring their safety and preventing any disruption to other residents. Littering, shouting, and other disruptive behavior are prohibited.
- Supervision of Children. Parents and legal guardians are responsible for the supervision and conduct of their children and minor guests under the age of sixteen (16) at all times on the Condominium Property and within individual Units. Parents and legal guardians are financially responsible for any damages caused by their children or minor guests.
- Tenant Responsibility. Unit owners are responsible for the behavior of their tenant(s) and their children / minors within their individual Unit and in the common areas, ensuring that their activities do not disturb any other resident's quiet enjoyment of the premises.

Entry Gates. Restricted access into Jackson Square is permitted via electronic, remotely controlled gates. The gate system provides an added measure of privacy, regulating entry of guests or solicitors is at the sole discretion of the resident. Residents or guests found to cause damage to the gate system will be held financially responsible for such damages.

NOTE: The gate and perimeter fence, while it may be a deterrent to unauthorized entry, is not a security system and is no substitute for proper and prudent measures to secure a resident's person and possessions. By allowing entry to someone into the property you are responsible while on the property.

Firearms / Weapons. Discharge of firearms or use of weapons inside the property is strictly prohibited.

Fire Safety Equipment. It is the Unit Owner's responsibility to ensure that the smoke detectors and fire extinguishers in their unit are in working order. Smoke detectors shall be kept in working condition, tested regularly (twice yearly), and batteries replaced as needed. A working, approved fire extinguisher shall be maintained in each unit and inspected annually.

Garage. For safety reasons and to prevent theft, all garage doors shall remain closed at all times except when entering or exiting the garage. (Parking in the grassy area behind the garage is prohibited.)

Grills. Charcoal grills and propane grills are not to be used directly under any roof or within such proximity of the exterior siding of any Unit to cause damage. It is recommended grills be used on the driveway outside the Unit and placed as far from the Unit structure as possible when used. Grills used in the driveway must be stored in the garage when not being operated. Each Unit Owner shall indemnify and hold harmless the Association and all other Unit Owners from damage caused to Common Elements, Limited Common Elements, or Exclusive Areas from the use of a grill. In the event damage occurs, the Association shall be authorized to undertake all necessary repairs at the Owner's expense. (Outdoor propane heaters are permitted so long as they are away from the building. Firepits are forbidden.)

Hazardous Materials. No inflammable, combustible, hazardous or explosive substance shall be kept in any home or Limited Common Area except items suitable for normal household use. No fireworks of any kind are permitted on the premises at any time.

Lighting. Residents/Owners are encouraged to leave porch/floodlights on at night for security purposes.

Alley Wall Pack Lights. The wall pack lighting located throughout the complex (above designated garages or on the side of buildings) are the responsibility of the Association. The Association is authorized to enter a Unit to maintain these wall pack light fixtures.

Front Door Floodlights. The Association installed dusk-to-dawn sensors on the front of the perimeter buildings, in addition to the front of the designated buildings along the center walkway. If funds are budgeted and available, the Association will provide and maintain hard-wired dusk-to-dawn floodlight fixtures for any condo with the permission of the Unit Owner. Replacement bulbs remain subject to budget restrictions, in addition to the storage of excess items when purchased in bulk.

NOTE: Items purchased and installed by the Association on a Unit are subject to required utility charges at the Owner's expense. If it appears the Owner/Resident is not properly using the item purchased and installed by the Association, the item may be removed by the Association at the Owner's expense.

Pet Ownership

No more than **TWO** pets are allowed per unit, which may be two dogs, two cats, or one dog and one cat. Small caged animals, birds and fish are allowed so long as no nuisance is created. Exotic, wild, or dangerous animals, including snakes and reptiles, are prohibited.

Dogs must be under the control of the owner and on a leash at all times. Dogs that are the subject of complaints of aggressive behavior or biting a person are subject to immediate removal.

Cats shall not be permitted to roam freely. Cats found roaming freely or causing a nuisance to others will be subject to immediate impoundment without further notice.

Pet owners are responsible for clean-up and disposal of pet feces immediately after it is deposited. Pet owners shall have either a plastic bag (or other device) in their possession when walking their pet for removing and disposing of their animal's waste from any part of the Common Area of Jackson Square. As good neighbors, this practice is also recommended when walking our pets in the neighborhood outside the complex.

Unit Owner is financially responsible for any damage caused by their pet (or their Resident's pet). The Board may cause the removal from the premises of any pet that becomes a nuisance, or whose owner fails to consistently comply with these pet ownership rules.

Sanitation

Litter. Littering is prohibited in the complex. Wrappers, fast food containers, cigarette or cigar butts, or any other garbage must be disposed of properly and not left on the grounds.

Garbage/Recycle. Garbage pickup is provided twice a week by Republic Services along a designated route through the alleyways (**TUESDAY and FRIDAY MORNINGS**). Recycle pickup is provided once a week (**TUESDAY MORNINGS**). All garbage should be placed in a trash receptacle or secured trash bag to prevent litter. Garbage carts should be placed in front of your garage along the alleys to provide for easy pickup but not block traffic. It is recommended all garbage carts are separated by a **MINIMUM OF THREE (3) FEET** as the service provider WILL NOT pick up a garbage cart if it is placed near cars, trees, poles, or other structures which make removal difficult. **GARBAGE CARTS SHOULD BE PROMPTLY REMOVED FROM THE ALLEY AFTER GARBAGE PICKUP.** Carts should be kept inside the Unit's garage or placed on the concrete pad attached to the Unit.

Bulky Items. Large items, such as mattresses, furniture, appliances, or fixtures, that cannot fit into a traditional trash receptacle must be properly disposed of by each Unit Owner. Large items which are not disposed of in a timely manner will be removed by the Association at the Unit Owner's expense.

NOTE: If a Resident has a bulky item which needs to be removed from the property or issues regarding missed garbage pickup or need for a garbage cart to be repaired/replaced/removed, **PLEASE CALL 3-1-1.**

Sewer Backup/Cleanout. If a Resident experiences a plumbing issue, it is the responsibility of Owner to protect their Unit from a sewer backup. If it is a backup specific to the Unit, the expense is to be paid by the Resident/Unit Owner. If the backup affects the entire building, or property, the Association is responsible for the expense. *(The Association uses Roto-Rooter as the vendor for addressing sewer blockages. However, Unit Owner may use their prefer vendor.)*

Please ensure that the following items are **never** disposed of in your toilets or drains:

- **"Flushable" Wipes**
- **Feminine Hygiene Products**
- **Diapers & Paper Towels**
- **Grease, Fats, & Oils**
- **Miscellaneous:** Cotton swabs (Q-tips), dental floss, cigarette butts, and kitty litter.

If a backup is traced back to a specific Unit due to the disposal of prohibited items, the Unit Owner will be **fined and assessed the full cost of the building's plumbing repairs.**

Assessments, Fees, Fines, Interest & Delinquencies

Annual Assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his/her proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first (1st) of each month. An automatic late fee of twenty-five dollars (**\$25.00**) will be applied against any late payment after the tenth (10th) of the month. All payments upon account shall be first applied to fees, fines, and interest, then to the Assessment payment first due.

Special Assessment. Special or emergency assessments may be levied at any point during the fiscal year (due within thirty [30] days of receiving the notice). The assessment is at the discretion of the Board of Directors or by vote the Unit Owners to address a special circumstance, improvement, or an emergency event.

Gate Access Fees. Obtained from Magnolia Management. This fee may be applied to Unit Owner's account and is required to be paid within 30 days.

- **Gate Card** – **\$10.00** each.
- **Gate Clicker** - **\$50.00** each. *(Unit Owner is responsible for replacement of battery.)*

Certified Mail Fee. A minimum fee of ten dollars (**\$10.00** or actual cost) will be charged to Unit Owner's Account to send any letter by Certified Return Receipt, via USPS or other carrier.

Bank Return Fee. A minimum fee of ten dollars (**\$10.00**) will be charged to Unit Owner's Account for any Voided or NSF check, in addition to the twenty-five dollars (**\$25.00**) Late Fee.

Attorney's Fee/Court Costs. Unit Owner agrees to pay any reasonable expenses actually incurred by the Association in connection with collection of any Assessment. This includes the Board seeking legal advice fees and/or court filing fees, which shall be assessed against the Unit Owner and/or the Unit owned by such Unit Owner. In the event of a lawsuit against the Association by a Unit Owner, if the Association should be the prevailing party, it shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Annual Member Meeting Fine. (*Effective Nov. 26, 2023*) Member ("Unit Owners") are required to attend the Annual Member Meeting, which is to be held once a year, at least thirty (**30**) days before the start of the fiscal year. If a Member is unable to attend the Annual Meeting, a proxy must be submitted to the Secretary (or as designated by the Board) prior to the meeting date. The Board of Directors may assess a fine of fifty dollars (**\$50.00**) to any Member who neither attends the meeting, nor sends a proxy notice.

Violation of Rules and Regulations Fine. (Conduct and Activities)

- **1st Violation:** Notice of Violation Letter to Unit Owner.
- **2nd Violation:** Notice of 2nd Violation Letter and **\$100.00** fine to Unit Owner's Account (unless otherwise stated by the Board).
- **3rd Violation:** Notice of 3rd Violation Certified Letter and **\$200.00** fine to Unit Owner's Account (unless otherwise stated by the Board / review by the Board and Attorney to determine if further action from the Association is required).

Violation of Rules and Regulations Fine. (Structure/Exterior Appearance)

- **Letter to Unit Owner:** Notice of Violation requiring resolution within thirty (**30**) days, unless otherwise stated by the Board or Architectural Control Committee (ACC).
- **Fine / Certified Letter:** After thirty (**30**) days, a Unit Owner will receive a fine of **\$200.00** each month until the issue has been resolved and/or the Attorney will send letter notifying Unit Owner of the Association's authority to perform work at the Unit Owner's expense. (**\$10.00** Certified Mail Fee plus reasonable Attorney Fees and **\$200.00** fine.)
- **Litigation:** If the Violation remains unresolved after a period of not less than ninety (**90**) days, the Association will seek legal advice from the Attorney on a resolution. (**\$200.00** fine, Court Costs, plus all applicable Attorney Fees.)

Interest. Assessments not paid within thirty (**30**) days after the date when due shall accrue interest on all delinquent amounts at the rate of twelve percent (**12%**) per annum from the date the assessment became due until paid in full. (*Effective January 1, 2025, interest has been implemented at a rate of one percent [**1%**] each month. Assessed after the tenth [**10th**] day each month.*)

Delinquency. No Unit Owner should maintain a balance at any point. All assessments, fines, and fees are due on the first (1st) each month. A Unit Owner's account is considered delinquent after the tenth (10th) day each month.

- End of 1st month (or **30 days**): Notice sent via **electronic mail** to Unit Owner of assessment due and twenty-five dollar (**\$25.00**) fine.
- End of 2nd month (or **60 days**): Notice sent via **mailed letter** to Unit Owner of assessment(s) and fine(s) due.
- End of 3rd month (or **90 days**): Notice sent via **certified letter** to Unit Owner of assessment(s) and interest/fine(s) due. (Sent via Attorney / Further Legal Action)

The Association, as directed by the Board, shall use any means to collect assessments from Unit Owners. Which include but not limited to:

- **Collection Agency Referral**
- **Lien on the Unit**
- **Litigation/Claim of Privilege against the Unit Owner**
- **Accelerated payment of current Annual Assessment, due immediately**

Collection Agency Referral. If the delinquent amount exceeds three hundred dollars (**\$300.00**) and remains unpaid for thirty (**30**) days after notice of delinquency is sent by certified mail, the Board may refer the account to a collection agency. Owners will be responsible for the collection agency fees incurred. In addition to possible report sent to credit bureau(s).

Lien. If the delinquent amount exceeds nine hundred dollars (**\$900.00**) or a balance is maintained for three (**3**) consecutive months, the Board may assert a lien against such Unit Owner's Unit in accordance with the Condominium Act. The lien for unpaid Assessments provided by the Condominium Act shall also secure court costs and reasonable attorney's fees incurred by the Association for the collection of such Assessment or endorsement of such lien.

Litigation - Claim of Privilege. If the delinquent amount exceeds three thousand dollars (**\$3,000.00**) or a balance is maintained for twelve (**12**) consecutive months, the Board may seek legal advice from the Attorney. In the event a lawsuit is filed by the Attorney, the Association will demand payment for delinquent amounts, accelerated payment of remaining Annual Assessment, in addition to the Annual Assessment for the next fiscal year. Unit Owner will be responsible for applicable Attorney's Fees and Court Costs as defined above.

Accelerated Annual Assessment. If an Owner does not make timely payment of assessment for a period of three (**3**) months or more during any eight (**8**) month period, the Association may file a privilege for accelerated sums. The Owner will be required to pay the entire Annual Assessment within thirty (**30**) days of the start of the fiscal year.

The Unit Owner shall be responsible for all costs associated with the collection of the delinquent amount, including but not limited to collection agency fees, reasonable attorney's fees, court costs, and other expenses incurred by the Association. An Owner may request an ACH payment plan. However, Board approval is required to waive any fines or fees.