

RULES & REGULATIONS

VILLAGE GREEN HOMEOWNERS
ASSOCIATION

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1. INTRODUCTION

The Board of Directors, as provided in the Association's Declaration and RCW 64.38.020(1), has adopted the following rules and regulations. The Rules and Regulations are in addition to all provisions of the Declaration and Bylaws and have been adopted to establish the mutual enjoyment of all Village Green residents. You are asked to remember that we live in a community and that each resident has a responsibility to avoid activity that may disturb or annoy others.

2. RESIDENTIAL USE: BUSINESS USE PROHIBITED

The Lots and Houses located thereon shall be used for residential purposes only. No business of any kind may be conducted on any Lot unless (i) the business is a home occupation which does not involve use of the Lot by nonresident employees or frequent visits by customers or clients, (ii) the business complies with all local government requirements concerning the operation of a home occupation, and (iii) no business materials, supplies or equipment are stored on the Lot within the view of another Lot.

3. RENTAL RESTRICTIONS

3.1 Writing. All leases and rental agreements must be in writing and must provide that the terms of the agreement are subject in all respects to the provisions of the Declaration, Bylaws and the Rules and Regulations (collectively, the Governing Documents") and that the failure of a tenant to comply with the terms of such documents shall be a default under the terms of the agreement. A copy of all executed leases and rental agreements must be provided to the Association prior to occupancy of the Lot by a Tenant.

3.2 Tenant Screening. Prior to entering into a lease or rental agreement with a tenant, the Owner of a Lot shall provide the Board of Directors with proof that the Owner obtained a written rental application, consent to obtain a consumer credit report and information provided by a tenant screening service with which the Owner has contracted.

3.3 Tenant Screening Service. The tenant screening service shall take the following minimum steps with regard to each prospective tenant:

- (a) Obtain a consumer credit report;
- (b) Verify employment for the last two years;
- (c) Check the rental history in its database and with all landlords during the last two years, either as reported by the prospective tenant or disclosed by the screening service's investigation;
- (d) Check the public records in the counties of the applicant's residence for criminal convictions, bankruptcy and unlawful detainer actions involving the applicant.

3.4 Responsibility for Tenant Selection. Neither the Association nor its agent shall evaluate any information provided by the screening service or in any way make a determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Owner.

3.4.1 Non-Discrimination. The Governing Documents are expressly subject to all applicable laws pertaining to unlawful discrimination. In the case of any conflict between the two, the laws against unlawful discrimination shall prevail. Neither the Association nor any Owner shall discriminate against any person with regard to the sale, rental or occupancy of a Lot on the basis of race, color, creed, national origin, age, sex, sexual orientation, religion, familial status, marital status, handicap or any other legally protected classification.

3.5 Governing Documents to be Provided to Tenants. Prior to signing any lease or rental agreement, the Owner shall deliver to the prospective Tenant copies of the Declaration and Rules and Regulations. If it is determined that the Owner has failed to do so, the Association may furnish copies of the Declaration and Rules and Regulations to the Tenants and assess the Owner's Lot a fee for the cost of duplication of the materials.

4. MAINTENANCE

4.1 Structures Defined. The term Structures includes but is not limited to any and all buildings, sheds, outbuildings, concrete or masonry walls, rockeries, driveways, fences, hedges, swimming pools and any other items that are constructed on or placed on a Lot.

4.2 Except as provided in Rule 4.3, Owners shall continuously maintain, repair, replace and restore the Structures, and other improvements on the Owner's Lot in good, clean, attractive, safe and sanitary condition consistent with the Structures, and improvements on the other Lots and in full compliance with all applicable laws and the Association's Governing Documents.

4.3 The Association shall be responsible for the maintenance, repair and replacement of the Alleys. The cost thereof shall be a Specially Allocated Expense assessed against the Owners of the Alley Lots.

4.4 Landscaping. Except for lawns and landscaping on the Attached Townhouse Lots, lawns and landscaping within an Owner's Lot shall be maintained in a good, clean, attractive, safe, and sanitary condition, including cutting the grass, weeding the beds and lawn, and pruning and replacing trees and shrubs, and in full compliance with all applicable laws and the Association's Governing Documents.

4.5 Trees. The ACC may require, at the Owner's expense, the removal or pruning of any tree on the Owner's Lot which the ACC determines is hazardous to person or property.

4.6 Failure to Maintain Lot. If any Owner has failed to maintain, repair, replace or restore Structures, improvements and/or landscaping on the Owner's Lot, after written request from the Board and a reasonable opportunity to do so, the Association may, after Notice and Opportunity to be Heard, at the Owner's expense, maintain, repair, replace or restore such items or areas. The Association shall levy a special Assessment against the Owner for all such expenses.

5. ACC

5.1 Approval Required. Approval in writing of the Board of Directors or the ACC (hereinafter collectively the "ACC") is required prior to:

5.1.1 Construction, erection, placement or alteration of any Structures within the Property.

- 5.1.2 Exterior alterations and/or repairs to any Structures on the Property (including, but not limited to, re-roofing, repainting, installation of awnings, solar panels, air-conditioning units or any other items that project from, are placed on, or hang from the exterior surfaces of any Buildings) that are visible from any street or other Lot.
- 5.1.3 Construction or alteration of landscaping (including but not limited to the removal of trees).

5.2 Application. Prior to the ACC granting approval, complete plans and specifications of any proposed work must be provided to the ACC. The plans and specifications must include all proposed Structures, exterior alterations, repairs, and/or alterations to landscaping and the proposed location for the same on the Lot. The ACC may request any other data or information it deems necessary before making a decision.

- 5.3.1 Standard. The ACC will review all applications as to the quality of workmanship and materials planned, for conformity and harmony of the exterior design with proposed or existing Structures on the other Lots, noise impact, exterior color scheme, the effect or impairment that any Structure will have on the view or outlook of the surrounding Lots, finish grade elevation, and building setback restrictions. The ACC may adopt additional architectural guidelines.
- 5.3.2 Timing. All plans and specifications submitted for approval by the ACC must be submitted in duplicate at least thirty (30) days prior to the work beginning. In the event the ACC fails to approve or disapprove such design location within thirty (30) days after said plans and specifications have been submitted to it, the ACC will be deemed to have given its approval. The ACC may disapprove any plans submitted pending receipt of any other data or information it deems necessary for making a decision.
- 5.3.3 The ACC may require that all plans or specifications be prepared by an architect or a competent house designer approved by the ACC. One complete set of the plans and specifications shall in each case be delivered to and permanently left with the ACC. All Structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction or exterior, alteration or repair visible from a street or other Lot which is not suitable or desirable in the ACC's opinion, and such refusal may be based entirely on aesthetic or other factors.

5.4 Prohibited Items. No portion of any Lot or Structure may be used as a drying or hanging area for laundry or other items where they can be seen from any other Lot or a road.

5.5 Holiday Decorations and Lights. Holiday decorations and lights may be installed thirty (30) days prior to a holiday and must be removed within thirty (30) days of conclusion of the holiday.

5.6 View Control. Owners are required to prune, trim, and remove trees, shrubs, or other vegetation as necessary to protect and maximize views. The expense of required pruning, trimming or removal will be borne as agreed between the affected parties or as determined by the ACC.

6. **SATELLITE DISHES AND ANTENNAS**

Satellite dishes and antennas are prohibited except as specifically authorized in this rule.

6.1 Permitted Satellite Dishes and Antennas. Permitted satellite dishes include antennas that are one (1) meter or less in diameter designated to receive: (a) direct broadcast satellite services, including direct-to home satellite services, (b) video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services and local multipoint distribution services, or (c) television broadcast signals (collectively, "Permitted Dishes")

6.2 Placement. Permitted Dishes must be placed on the rear or side portion of a Lot (behind the front of the exterior of the home closest to the street). Such placement does not require prior Board approval. However, if an acceptable signal cannot be received from the rear or side of a Lot, a Permitted Dish may be placed on the front portion of a Lot provided that written notice is given to the Board prior to the installation of the Permitted Dish. The Board may not withhold its consent if an acceptable quality signal cannot be received from the rear or side of a Lot.

6.3 Screening. Any Permitted Dish must be painted or screened so that it blends into the background against which it is mounted, provided that such painting or screening does not interfere with reception or cause undue additional cost.

7. **SOLAR PANELS**

7.1 Written authorization of the Board of Directors must be obtained prior to installation of solar energy panels visible from other Lots or Common Area. In addition to any other reasonable requirements established by the Board, authorization will only be granted if the proposed installation complies with the requirements in this Rule.

7.2 Roof mounted solar energy panels may not be visible above the roof line.

7.3 Solar energy panels may only be attached to the slope of the roof facing the street if:

7.3.1 The solar energy panel conforms to the slope of the roof; and

7.3.2 The top edge of the solar energy panel is parallel to the roof ridge.

7.3.3 All solar energy panel frames, support brackets and any visible piping or wiring must be painted to coordinate with the roofing material.

7.3.4 All ground-mounted solar energy panels must be shielded if shielding the panel does not prohibit economic installation of the solar energy panel or degrade the operational performance quality of the solar energy panel by more than ten percent.

7.3.5 Owners and residents who install solar energy panels must indemnify or reimburse the Association and its members from loss or damage caused by the installation, maintenance, or use of the solar energy panels.

8. SIGNS

No signs shall be displayed in public view on any Lot except:

8.1 One professionally created sign of not more than one square foot displaying the resident's name;

8.2 One sign of not more than five square feet advertising the Lot for sale or rent;

8.3 Signs used by Declarant or other home builders to advertise Lots or Homes for sale; and

8.4 Political yard signs not more than five square feet up to two months before a primary or general election. All political yard signs must be removed within one week of conclusion of the primary or general election.

9. HAZARDOUS MATERIALS/OUTDOOR FIRES

9.1 Hazardous Materials. The Owner of each Lot shall comply with all state, federal and local laws and regulations governing or in any way relating to the handling, storage, use, dumping, discharge or disposal of any hazardous substance or material. The Owner of each Lot shall not dispose of or discharge any hazardous substance or materials on any Lot, Common Area, public street or other area located within the Property.

9.2 Outdoor Fires. Except for barbecues, outdoor fires are prohibited on the Property.

10. GARBAGE, YARD WASTE AND RECYCLABLES

10.1 No rubbish, trash, garbage, litter, junk, yard waste, recyclables or other debris may be dumped on any Lot or Common Area.

10.2 All rubbish, trash, garbage, litter, junk, yard waste, recyclables, and other debris and waste materials must be kept in appropriate sanitary containers for prompt and regular disposal or recycling from an Owner's Lot.

10.3 All rubbish, trash, garbage, litter, junk, yard waste, recyclables, and waste containers must be screened from view from the streets and/or from other Lots except on pickup day. On pickup day containers may be placed in public view twenty-four (24) hours prior to pickup and must be removed from public view within twenty-four (24) hours of pickup.

11. OFFENSIVE ACTIVITY

11.1 No noxious or offensive activity, including but not limited to the creation of excess levels of noise, may be carried on in any Lot or Common Area, nor may anything be done therein which may be or become an annoyance or nuisance to other Owners or other occupants of the property.

11.2 No Owner or occupant shall play upon or allow to be played upon any musical instrument, or operate or allow to be operated, any mechanical, electronic, or other device which emits sound in a manner which unreasonably disturbs or annoys other Owners or occupants.

11.3 Quiet hours are from 10:00 p.m. to 8:00 a.m. daily. During these hours, Owners and occupants must limit their noise making activities.

12. PETS

12.1 Allowed Pets. Owners may only keep domestic household pets such as dogs, cats and other usual household pets (hereinafter, "Pets"). No insects, reptiles, poultry, livestock, rabbits or other animals may be kept and no insects, reptiles, poultry or animals of any kind shall be bred in any building, Lot or on any Common Area.

12.2 Leash Required. All Pets when outside a building shall be maintained on an adequate leash or other means of physically controlling the Pet, by a person capable of controlling the Pet at all times.

12.3 Pet Waste. Owners must immediately pick up any Pet waste in Common Areas and may not allow Pet waste to accumulate on their Lot.

12.4 Noise. Owners may not allow Pets to make unreasonable noise or noise which becomes and annoyance or nuisance to other residents.

12.5 Liability. Any Owner or tenant whose Pet violates these provisions or who causes damage to persons or property shall be liable to all such harmed Owners and their families, guests, and invitees.

12.6 Removal. The Board may after Notice and Opportunity to be Heard, require the removal of any Pet or animal which the Board finds is disturbing other Owners unreasonably, and may exercise this authority for specific Pets and animals even though other Pets are permitted to remain.

13. **VEHICLES AND PARKING**

13.1 Parking. Owners may park operable passenger motor vehicles on the driveways of their Lots provided that they do not block sidewalks or the access to another Lot. Trailers, boats, motor homes, recreational vehicles, and trucks over two tons may be only parked on an Owner's driveway for a period of forty-eight (48) hours directly prior to or upon return from a trip for the strict purposes of loading and unloading, not to exceed a total of ninety-six (96) hours in a calendar month. Inoperable vehicles may be parked on an Owner's driveway for a period not to exceed forty-eight (48) consecutive hours. Unsightly vehicles must be screened from view from other Lots or roads or in a garage at all times.

13.2 Storage of Vehicles. No Owner shall store or allow any occupant or tenant of a Lot to store any trailers, boats, motor homes, recreational vehicles, motorcycles, or truck over two tons or any disabled or inoperable motor vehicle on the Property unless said vehicle is completely enclosed and hidden from view within a garage or within such other enclosure as may be approved in advance in writing by the ACC. An item shall be considered stored if it remains on the Property for more than 48 hours.

13.4 Towing. The Board of Directors may, direct that any vehicle or other thing improperly stored on the Property be impounded at the expense and risk of the Owner thereof. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the Owner thereof.

14. **DUE PROCESS PROCEDURES**

14.1 Authority The Board of Directors is authorized and empowered to investigate, hear and determine all complaints by any Owner, tenant or occupant of a Lot concerning violations of the Covenants, Bylaws, rules and regulations, enforcement procedures or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents.

14.2 Informal Dispute Resolution Preferred. It is the intent of the Association that an informal process be encouraged prior to the initiation of a formal complaint against an Owner, tenant or other occupant of a Lot. To that end, any Owner, tenant, occupant or employee or agent of the Association has the authority to request that an Owner, tenant or occupant of any Lot cease or correct any act or perform any omission which appears to be in violation of the Governing Documents.

14.3 Written Complaint. If the dispute or violation is not resolved informally then a complaint may be filed by any Owner, tenant or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to as the "complainant"). The complaint shall contain a written statement of the problem necessitating the complaint setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. The complaint shall identify the specific provisions of the Governing Documents which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint shall also state any efforts which were made to resolve the matter informally. The NOTICE OF WARNING, INFRACTION AND/OR FINE ("Notice") form, attached hereto, may serve as the complaint.

14.4 Service of Complaint. The Secretary or the Association's managing agent shall cause the Notice form to be served upon the respondent, at the respondent's address of record, if an Owner, and at the Lot address if a non-Owner occupant. The Notice form shall also be served on any other Owners, tenants or occupants whose interest would be significantly affected by the proposed action. Service of the Notice shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail.

14.5 Notice of Respondent's Rights and Hearing. If a hearing has been requested, the Secretary or the Association's managing agent shall, at least fifteen (15) days prior to any such hearing date, serve upon the respondent and complainant a Notice of Rights and Hearing, which shall be in substantially the form attached hereto but may contain additional information as the Board may deem to be appropriate from time to time.

14.6 Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the complainant to appear, the Board may, in its discretion, drop the matter.

14.7 Hearing Procedure.

14.1.1 Conduct of Hearing. The hearing shall be heard by the Board of Directors sitting as a Hearing Board. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence the Vice President, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.

14.1.2 Order of Proceedings. The order of proceedings shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement.
- (b) Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- (c) Each party is entitled to make a closing statement.

- (d) Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.
- (e) Each party has the right to representation by counsel at his or her own expense.
- (f) Either party or the Board may cause the hearing to be transcribed at his, her or their own expense.

14.1.3 Rules of Evidence. Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law.

14.8 Assurance of Voluntary Compliance. The Board in its discretion, in lieu of or in addition to calling the hearing, may accept a written Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation has taken place. The Assurance may include a stipulation for payment by respondent to the complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent is in compliance with the Assurance. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.

14.9 Decision and Order.

14.1.4 As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.

14.1.5 Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provides in its order.

14.1.6 The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted time. The Board may also provide in its order that the non-prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Lot owned or occupied by that person, and may be collected in the manner provided in the Covenants in same manner as for assessments.

14.1.7 The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

14.10 **Judicial Enforcement.** Failure to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action by the Association to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Association. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs.

15. VIOLATIONS/FINE SCHEDULE

The Board will enforce the following fine schedule for violations of the Association's Governing Documents and any decision of the Board. Fines for violations will advance additional steps if those fines are within the same 6-month period for the same lot:

1st violation: Warning and/or up to \$100 fine, unless otherwise provided in specific Rule.

2nd violation of the same rule: Fine up to \$150, at the Board's discretion, unless otherwise provided in specific rule.

3rd or more violations of the same rule: Fine up to \$300, at the Board's discretion, unless otherwise provided in specific Rule.

Continuing Violations. Each and every day a violation continues shall be considered as a separate offense and will be subject to original fines and an additional fine of \$10 per day, beginning ten (10) days after the Owner is notified of the fine until the violation is corrected.

Subject to the board's discretion; Violations corrected PRIOR to the 3rd letter/fine – the fines may be adjusted.

Fines are an assessment. Late charges will be imposed for any fine delinquent over thirty (30) days.

Duly adopted by the Board of Directors on August 24, 2020

Dan Swanson, President
Resident, Village Green
Homeowners Association

NOTICE OF WARNING

TO _____(Respondent)

LOT/ADDRESS: _____

The Village Green Homeowners Association has certain standards that are set forth in the Rules and Regulations of the community your lot is located in. While we understand that circumstances arise that may have contributed to the following violation of the Rules and Regulations, we must uphold the standards the community has selected. If for any reason you feel that this warning is incorrect or is unfairly being sent to you, review the community Rule and Regulations or contact the Association Manager that sent you this letter for a review by the Association Board.

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

Check one or more of the following, as applicable:

This is your Notice of Warning. You have _____ days to either correct the infraction and/or remove the violating condition. If you fail to do so, then the Association will proceed with formal enforcement that may include assessments as set forth in the Association Rules and Regulations.

Signed: _____

Date: _____

Title: _____

NOTICE OF INFRACTION AND/OR FINE

TO _____(Respondent)

LOT/ADDRESS: _____

The Village Green Homeowners Association has certain standards that are set forth in the Rules and Regulations of the community your lot is located in. While we understand that circumstances arise that may have contributed to the following violation of the Rules and Regulations, we must uphold the standards the community has selected. If for any reason you feel that this infraction/fine is incorrect or is unfairly being sent to you, review the community Rule and Regulations or contact the Association Manager that sent you this letter for a review by the Association Board.

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

Check one or more of the following, as applicable:

The respondent has previously been sent a Notice of Warning concerning the above stated infraction but has failed to correct the situation.

The respondent is assessed a fine of \$the fine [_____] is is not a continuing fine.

(A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction which is the subject of this Notice continues.)

Imposition of the above fine is suspended for _____ days (no less than five (5) days). If the infraction is corrected within that time, then the fine will be rescinded.

The Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing Before Board. At the hearing, the Board will decide the validity of the infraction(s) and fine(s) to be imposed, if any.

Right to Appeal If this is other than a Notice of Warning, you have the right to appeal the action taken above to the Association's Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. If you wish to appeal, you must deliver written notice of the same to the Association's Secretary or the Association's Manager within fifteen (15) days after service or delivery of this Notice to the respondent. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's Manager.

Signed: _____ Date: _____

Title: _____

NOTICE OF RIGHTS AND HEARING BEFORE BOARD

RESPONDENT:

COMPLAINANT:

Please be notified that a hearing will be conducted before the Village Green Homeowners Association at _____O' clock .m. on day, , 20 upon the _____ charges made by complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be made against you.

You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they must submit a written request to the Board at least forty-eight (48) hours prior to the scheduled hearing date.

Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per the attached enforcement procedures and the Board may proceed with the hearing.

The respondent may admit to the complaint in whole or in part. In that event, the Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose a penalty, if any.

DATED:

Secretary or Association Manager