

# **HIGHLANDS OF EDINBURGH SECOND ASSOCIATION**

## **POLICY MANUAL**

### **INTRODUCTION**

The Declaration of Covenants, Conditions and Restrictions, which is applicable to the property administered by The Highlands of Edinburgh Second Association, restricts your right to modify the exterior appearance of your home and yard without the consent of the Board of Directors (the Board) and/or its designated representatives, the Architectural Control Committee (ACC) of The Highlands of Edinburgh Second Association. The Declaration also permits the Board of Directors to adopt reasonable rules and regulations aimed at maintaining the livability of our community and to enforce those rules and regulations. This manual represents those rules and regulations.

These rules were created to prevent any individual homeowner from creating an unsightly or undesirable condition on his and/or her home and yard which could adversely affect the value of other homes in our community, and to prevent potential maintenance problems.

Part I of this booklet describes the Architectural Control Guidelines, the procedure which must be followed in requesting approval of any changes in the appearance of your home or yard, certain guidelines which will aid you in determining the types of changes which will most likely be approved, and your option of appeal should the ACC not approve your application.

Part II of this booklet sets forth specific restrictions that are applicable to the use of your property. These restrictions either arise directly from the Declarations of Highlands of Edinburgh Second Association or constitutes rules and regulations which the Board of Directors has adopted to maintain livability.

Part III of this booklet summarizes the sanctions and remedies which the Association may impose against you in the event you violate any of these rules and regulations or any other Association governing documents.

You should carefully read this entire booklet and be aware of your rights and obligations as a member of the community.

This document becomes part of the Declaration of Covenants, Conditions and Restrictions applicable to property administered by The Highlands of Edinburgh Second Association.

### **CITY OF BROOKLYN PARK**

The laws, regulations, and rules of the City of Brooklyn Park must always be obeyed. Please consult [www.brooklynpark.org](http://www.brooklynpark.org) and other resources available at city hall to be certain all Brooklyn Park ordinances are being followed.

## **PART I - GUIDELINES**

### **EXTERIOR MODIFICATIONS**

In order to assure each homeowner that our community will remain attractive, each of our lots is subject to restrictions which prevent us from making any changes to the appearance of our homes, garages, or yards without the approval of the ACC and/or Board of Directors prior to the installation or construction of those changes. Note that changes also include the alteration of yard or buildings by the ADDITION or REMOVAL of any trees, plantings, or architectural features, such as fences, decks, patios, trim, overhangs, walkways, etc. These additions and removals must also be approved through the ACC approval procedures.

If you desire to make ANY changes to the exterior appearance of your Living Unit or yard, you must apply to the Board for approval through its designated committee, the ACC. The ACC has been authorized by the Board to review all proposed plans and to approve them if they fall within the existing guidelines already approved by the Board and the ACC finds them acceptable. Any requests for exceptions or for changes to the guidelines will be referred to the Board for a decision. (Note: Only owners of a Living Unit may apply for and receive approval for alterations and landscaping. Renters wishing to make exterior changes may only do so after the Living Unit owner applies for and receives approval. The ACC and Board will not approve any requests from renters directly.)

If you fail to obtain consent, the Board has the right to require you to remove or remedy any unapproved changes. If you refuse, the Board has the power to fine you and/or to sue you and to recover from you all the attorneys' fees incurred by the Association in the lawsuit.

The ACC will regularly walk the neighborhood Association to observe violations and unapproved changes. Homeowners may also notify the ACC of actions they observe that may be violations.

All applications for architectural changes must be submitted in writing to the ACC. Forms for this purpose are available online at the association website.

The purpose of these guidelines and procedures is to:

- A. Instruct you how to apply to the ACC for a request for approval change.
- B. Indicate certain types of changes which are encouraged and will probably be approved, and other changes which are discouraged and will most likely not be approved.
- C. Inform you of your right to appeal a disapproved change.

### **APPROVAL PROCEDURE**

If you desire to make any changes to the appearance of your home, garage, or yard, you must submit an application describing the change and receive the approval of the ACC before you commence your project. You must proceed in the following manner:

1. Obtain an application form (available online) for the change, describe the nature of the project and submit the form.
2. Fill in the application form completely and submit it.
3. Submit the application along with a copy of your plans for landscaping or architectural changes. The plans should show exactly what the homeowner wishes to do. For landscaping, indicate general placement of all plantings and edgings. For building changes, show dimensions of the structure, all materials and sizes, and all support structures. An outside architect or contractor, landscape architect, or the homeowner may draw up the required plans. Professional plans are not required, just clear and complete ones drawn to scale.
4. The ACC will review your application at its next scheduled meeting. Such meetings are usually held monthly. The application and plans need to be received by the ACC two days before the meeting. In any event, the ACC will issue its decision within 30 days after the application is presented to it.
5. After the meeting, the ACC will let you know its decision in writing. If your application is approved, the application will be marked "Approved" and returned to you to keep with your records. A copy will be kept in the Association files.
6. If your application requires Board action, it will be presented at the next regularly scheduled Board meeting and will require additional time for a decision.
7. If your application is denied, the ACC will notify you in writing of the reasons why. You have the right to appeal the ACC's decision to the Board, if you desire. All Board decisions are final.
8. If your application is approved, your project must comply strictly in accordance with the plan approved by the ACC. If the project is not completed in accordance with the approved specifications, the Board may require your project to be redone in accordance with the approved specifications or be removed. All approved work must be done within the time stated in the Architectural Application. If the work is not completed within one year of approval, you must reapply for approval.
9. Any permits required for construction are strictly the responsibility of the homeowner. The homeowner is required to obtain or ensure his contractor obtains all building permits by local and state regulations as a condition of any approval by the ACC and/or the Board.

## **GUIDELINES**

The ACC's job is to evaluate your plan to determine its potential impact on community property values, your neighbor's rights, and the Association's maintenance responsibilities. The ACC has recommended, and the Board has approved, the following guidelines that will aid you in determining how the ACC/Board will generally act on various types of requested changes. This is not a guarantee of approval since each Living Unit and lot has unique characteristics that may result in some generally acceptable criteria not being workable for that situation.

The guidelines address only matters that arise frequently. The absence of a guideline dealing with a particular type of change should not be interpreted as either favoring or not favoring such a change. Questions regarding these guidelines can be submitted via the contact form on the website if you wish.

The goal of the ACC is to encourage improvements by homeowners that will enhance property values while ensuring the changes will not interfere with neighbors' rights or cause maintenance problems for the Association. The ACC will be glad to work with you to help you understand the guidelines and to help you develop a plan that will meet these goals and obtain approval.

## **LANDSCAPING**

Plans for all landscaping must be approved by the ACC before any work begins. Plans must show how all materials are to be used, including all plants.

Specific guidelines developed by the ACC follow. If your plan meets these guidelines, it most likely will be approved. The ACC will also consider requests for landscaping that do not fit within these guidelines. Such plans will be evaluated on an individual basis, considering any unique circumstances of the lot plan. Approval of any such landscaping does not signify that similar plans for another Living Unit would probably be approved unless the guidelines have been changed. Each request would continue to be evaluated on an individual basis.

### **1. Landscaping Beds**

All landscaping must be done within beds defined by an approved border material. Those approved are treated landscape timbers, six-inch plastic edging or decorative block or concrete edging. Beds must be filled in to cover all dirt. No grass or weeds may be allowed to grow in the bed areas. Homeowners are responsible for keeping beds properly maintained, including keeping rocks/chips out of the lawn, replenishing when necessary, and keeping beds free of weeds and grass. Plastic under the bed fill can make this easier.

### **2. Shrubs and Trees**

General guidelines for shrub/tree selection are as follows:

- \* Ornamental trees (small trees with a maximum mature height of 25 feet) may be used in beds, but must be at least 10 feet from the house.

- \* Shade trees or evergreen trees up to a maximum mature height of 50 feet may be planted in the yard outside beds but must be at least 25 feet from the house. They must be at least 10 feet from driveways or streets.
- \* Trees and shrubs with shallow root systems or that propagate suckers are not allowed. Trees or shrubs that have serious disease or maintenance problems are not allowed.
- \* Placement of shrubs must be such that they will not cause a problem when full-grown. They should not be planted too close to the house, sidewalks or driveways; enough room must be allowed for spread of the mature plant.
- \* Maximum mature height for tall shrubs is just below the overhang of the roof. Shrubs placed under a deck or house overhang must be types that have a maximum mature height of six (6) feet.

### 3. Flowers

Annual or perennial flowers, including bulbs, will be allowed if included in beds, but must be maintained by the homeowner to remain attractive. Areas for annual flowers may be specified as "Annuals" on a proposed plan and do not need to be specifically named. Plants that spread by underground suckers, such as mint, may only be used if planted in pots sunk into the ground.

### 4. Ground Cover

Ground cover will be approved as a bed cover if it is a type that can be kept within bed borders and the homeowner agrees to keep weeds and grass removed from the beds.

### 5. Vines.

Vines are not be allowed directly on the house.

### 6. Vegetable Gardens

Vegetable and/or flower gardens shall not exceed 600 square feet on any Lot. The gardens shall be located to the side or rear of the Living Unit and may not be located closer than ten (10) feet to any Lot line. No plantings shall be over four (4) feet in height. These guidelines shall not be applicable to the integration of flowerbeds (with the exception of height) in conjunction with an overall landscape site plan approved by the ACC.

## **ARCHITECTURAL CHANGES**

All alterations to the exterior of the Living Unit, including decks, deck extensions, screened porches, patios, additions and windows, require approval of the plan by the ACC before any work begins. Construction must be completed within the specified time on the approved application.

The ACC also requires the homeowner (or their contractor) to determine and obtain all building permits required by local or state ordinances and to abide by all ordinances that apply.

1. Deck Materials

The following Flooring and Railing materials will be approved: redwood, cedar, brown treated lumber or composite material. The following joists and support posts materials will be approved: treated lumber. Decks must be painted or stained within one year of completion. Any type of screening or chicken wire may not be installed on the inside or outside of decks. Deck extensions are to be constructed out of the same materials as the original and in the same style.

2. Construction

All deck construction must meet City and State building codes. The homeowner must obtain all required building permits.

3. Screened Porches.

Screened porches or screened decks will be approved on an individual basis. Such plans may not include a storage area as part of the plan. Screened deck plans must follow existing roof lines. All porches must be painted to match the house. The homeowner is required to obtain all necessary building permits. Detached screen porches or gazebos are not allowed.

4. Patio Materials

The following materials will be approved: reinforced concrete; flagstone; bricks on a sand cushion; cedar, redwood, or treated wood. Reinforced concrete patios may have a trowel finish, a broom finish, or exposed aggregate finish. The location and size will be approved on an individual basis by the ACC.

5. Outside Window Coverings

The following window coverings are not allowed: awnings, outside electric shades, outside decorative burglar bars.

Homeowners may install non-reflective film (designed to reduce sun and heat) on the inside of windows without applying for specific ACC approval.

Homeowners may not install plastic sheeting on the outside of windows or doors. Reflective film, foil, and aluminum foil are not allowed.

### **MISCELLANEOUS ACC GUIDELINES**

The following miscellaneous guidelines have been established. All changes mentioned require ACC application and approval.

1. Storm/Garage Doors

Storm doors of the full view type will be approved. They may have either removable glass and screens or be self-storing type. Materials may be wood, aluminum, steel, or vinyl. Garage Doors must be steel or aluminum panel doors.

2. Windows

The replacement of windows must be approved by the Association.

3. Exterior Light Fixtures

The installation of any additional outside lighting, both on the Living Unit or in the yard, or the replacement of the current fixtures with a different style must be approved by the ACC.

4. Clotheslines

No clothesline or drying yards shall be permitted unless concealed by hedges or screening acceptable to the ACC.

5. Animal Kennels

All kennels, cages, animal houses or runs must be approved by the ACC. All such structures must be on a concrete slab.

6. Storage Sheds

Storage sheds, either attached or detached, temporary or permanent, are not allowed.

7. Flower Pots and Flower Boxes

Flower pots are permitted on the steps, decks, and patios as long as they are maintained. This includes hanging baskets.

8. Air Conditioners

Window air conditioners are prohibited.

9. Fireplaces

Adding a fireplace requires ACC approval. Plans must be submitted in the normal fashion. Building permits are required.

10. Solar Panels

Solar panels may be allowed on a case-by-case basis with approval. Rooftop installation is

preferred. Please allow adequate lead time as approval for solar panel applications may take longer than other proposals.

11. Antennas

According to our “Declaration of Covenants, Conditions, and Restrictions”, antennas, including television, radio, and satellite antennas require prior written approval. Generally speaking, standard television and satellite antennas/dishes attached to the exterior of your home or garage will be approved. No antenna masts, receivers, or towers may be placed in any portion of the yard. Weather vanes may not be attached to the roof.

12. Yard Furniture

Yard furniture is allowed on decks and patio areas.

13. Painting

Any painting of the exterior of the home or garage which involves a color change requires approval by the ACC. Color name and number must be submitted with the change form.

14. Recreation Equipment

No permanent recreational equipment may be erected upon or affixed to any portion of your home or yard unless approved by the ACC. This includes, but is not limited to, basketball hoops, volleyball net standards, swing sets, play structures and similar equipment. All damage to landscaping resulting from recreational activities is the responsibility of the homeowner as outlined elsewhere in the guidelines. Swing sets and play structures, if approved, must be made of wood and properly treated and maintained. Portable sporting equipment (i.e., basketball hoops, skateboard ramps, trampolines) is to be stored in the garage nightly.

15. Wading Pools

Small portable wading pools may be used on your lawn, but only if they are removed on a daily basis. Damage to lawns caused by the presence of wading pools is the responsibility of the homeowner.

16. Signs

The only long-term sign allowed on any Living Unit or lot is one sign offering the Living Unit for sale. This sign may not be larger than five (5) square feet. The realtor representing the seller is responsible for removing the sign and filling any hole left in the ground. Temporary open house signs may be put out but must be removed each night. Temporary signs, including garage sale or sample sale signs, must be completely removed at the conclusion of the sale. When placing signs, please be respectful of other homeowners' property.



## **RIGHT TO APPEAL**

In all cases, the homeowner has the right to appeal to the Board to reverse a decision regarding an application for change. Simply contact any Board member and request an audience at the next regularly scheduled meeting and explain your reasons for the request and explain your objections to the Board's or ACC's disapproval.

## **PART II - RULES AND REGULATIONS**

In addition to the architectural controls established by the Declarations, the Declarations also authorize the Board to adopt rules and regulations that permit the Board to prohibit activities on your lot that may constitute a nuisance or hazard to other members of the Association. The Board has adopted the following rules and regulations.

### **1. Outside Storage**

Personal property may not be stored outside of your home or garage, or on or beneath your deck, or on your patio. This includes, but is not limited to bicycles, garbage cans, motorcycles, snowmobiles, yard and garden tools, toys and sporting equipment, all of which must be stored in your home or garage. Lawn furniture and/or grills, however, may be stored on decks or patios.

### **2. Garbage Pick-up**

Garbage may not be placed outside before three (3) p.m. on the day prior to the pick-up day, and cans should be put back in the garage before midnight of the pick-up day. All garbage must be either bagged, canned, or boxed so it cannot blow about or be gotten into by animals.

### **3. Garages**

Garages must be kept as a storage facility for your cars. They may not be converted to any other use, such as family rooms or bedrooms.

Each owner has control and use of his garage, except for the following limitations that are imposed for the safety and welfare of all the residents:

- a) Storage of flammable fluids is not allowed, except in approved containers.
- b) Explosive substances of any kind are not allowed on the property at any time.
- c) Overhead garage doors should be closed and locked when not in immediate use for safety as well as appearance.
- d) Maintenance and repair of vehicles may be undertaken in the garage if they

are not of a potentially dangerous nature and are not a disturbance to neighbors.

4. Firewood

Homeowners should store firewood in their garages. Firewood may be stored outside on a cement slab with ACC approval. Firewood stored outside shall be stored only to rear of the Living Unit and shall be concealed by screening acceptable to the ACC. Homeowner must submit a plan.

5. Snow Removal

The City of Brooklyn Park provides snow removal for the city streets; however, it is the homeowners responsibility to remove snow off driveways, sidewalks, steps and to provide access to mailbox and fire hydrants.

6. Pets

All pets must be properly licensed and controlled in accordance with the City of Brooklyn Park and its laws. While outside the home, all pets must either be leashed or under strict voice control. Attended pets may be tethered on your lawn or on a line which restricts the travel of the animal to your own property. Pets may not be left tethered in your yard unattended.

The owner of the pet is solely responsible for cleaning up after the pet on a daily basis. This includes both soiling in the pet owner's yard and in any other yards or the street. Any damage to the landscaping or to the exterior of the home by a pet must be repaired at the pet owner's expense. Animal owners shall repair all animal damage to lawns, structures, trees and shrubs when requested to do so by the Board. Repairs and replacements will use materials of equal quality to those damaged. In the event the pet owner fails to do the repairs, the Board shall have the right to hire a contractor to repair the damage, and the bill for same will be assessed to the pet owner. The Board has the right to require such repairs be performed at any time of the year. The Board will inform the pet owner of its desire to have such repairs it deems necessary done, and allow the pet owner ample time to complete them. Damage covered by this policy includes, but is not limited to, lawn burn-out from animal wastes, holes dug into lawns, damage from chewing or scratching on walls, shrubs, and trees.

Pets may not be kept or bred for commercial purposes.

7. Auto Maintenance

Vehicles shall not be left standing anywhere on the property in a non-operative condition. All vehicles must have current license tags. The owner must clean any oil or gasoline spilled on the driveway.

8. Miscellaneous Vehicles

Recreational vehicles, trucks and other vehicles (other than automobiles) rated at more than three-quarter ton will not be allowed to be parked on the property, except for short periods of time for loading and unloading.

Boats and/or recreational equipment of any kind including, without limitation, tractor trailers, other trailers of all types, recreational vehicles, motor homes, trucks in excess of three-quarter ton, bicycles, motorcycles, boats, all terrain vehicles and snowmobiles are not allowed to be parked or stored on the homeowners property at any time except for in garages.

9. Towing on Violation

The Board maintains the authority to remove vehicles or recreation equipment not in compliance with these rules and regulations by towing at the expense of the owner of the vehicle or equipment.

10. Maintenance of Landscaping/Architectural Changes

The homeowner is responsible for the care of trees, shrubs, and grass on their Lot throughout the year. This would include pruning of trees and shrubs once in the spring and once in the fall to allow for pruning in the appropriate season for each plant. However, if in the view of the Board or the ACC, a Living Unit requires pruning that is not being done, the Board will give the homeowner written notice.

The homeowner is responsible for the maintenance and care of landscaping beds which includes weeding all bed areas.

The homeowner may replace dead shrubs with a new shrub of the same type without additional ACC approval. All tree replacements require approval.

11. Rental of Living Units

The following regulations have been adopted for any owner leasing their Living Unit. These regulations are in addition to the leasing restrictions outlined in the Declarations.

- a) The Living Unit and its garage must be leased together, in their entirety and cannot be subleased.
- b) Owners must inform the Association, with written notice to the Secretary of the Association whenever they lease/rent their Living Unit. Information is to be supplied to the Board no later than the commencement of the lease. This must include:
  - 1. A copy of the rental/lease agreement. Use of the Minnesota Standard Residential Lease Agreement Form (available free online) is strongly encouraged.

2. A copy of the rental license for the Living Unit.
  3. The name and phone number of the renter and names and ages of all occupants of the home.
  4. The name and phone number of the owner, as well as the person directly responsible for maintenance of the property, if different than the owner. If there is a property management company involved, the name and phone number of an individual with that company.
  6. Any other information deemed necessary by the Board that relates to the operation of the Association.
- c) The lease must state that the renters must abide by all provisions contained in the Bylaws, Declarations, and Articles of Incorporation and that failure to do so would be a default of the lease.
  - d) The owner must supply a copy of the rental agreement information, requested above, each time a Living Unit is leased/rented to a new renter/occupant, or whenever the rental period is extended or renewed with an existing renter.
  - e) It is the owner's responsibility to handle all maintenance and repairs to the Living Unit, and to make sure the renter understands that all matters regarding maintenance and repair of the Living Unit are to be handled with the owner and NOT the Association.
  - f) It is the owner's responsibility to supply a copy of the rules and regulations to the renter, and the owner is to ensure that the renter and occupants comply with all of the rules and regulations.
  - g) The Association will bring to the attention of the owner of a Living Unit any violation of the rules and regulations or governing documents of the Association by a renter/occupant or their guests. Upon notification from the Association, the Association will enforce its rules and regulations.

12. Business Use

The Declarations state that each Living Unit may be used for single family residential purposes only and no commercial activity may be conducted out of any Living Unit.

13. Sale of Living Units

Any owner contemplating the sale of a Living Unit must inform the Treasurer of the Board of such intent at the time the Living Unit is offered for sale.

The Association will, upon request in writing to the Treasurer, no later than five (5) business days prior to closing, provide Association documents, a statement of unpaid

Association fees or assessments, and other information, as required by the governing documents. A reasonable charge may be made for the issuance of such.

Within thirty (30) days after the purchase of a Living Unit, the new owner must register with the Treasurer of the Association, in writing, and shall provide the following:

- a) Names of all occupants and owners of the residence address and the address at which the owner desires to receive notices.
- b) Home and/or cell telephone numbers.
- c) A copy of the recorded deed or contract for deed for the Living Unit(s).
- d) Any other information deemed necessary by the Board that relates to the operation of the Association.

### **PART III - SANCTIONS AND REMEDIES**

Each owner and occupant of a Living Unit is governed by and must comply with the provisions of the Declaration, the Bylaws and the Rules and Regulations (collectively the "Governing Documents"), and such amendments thereto as may be made from time to time. A failure to comply entitles the Association (and/or Owners in certain stated instances) to the following relief:

1. Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, injunctive relief, lien foreclosure or any combination thereof, or any action for any other relief authorized by the Governing Documents or available at law or in equity. Relief may be sought by the Association or, if appropriate, by an aggrieved Owner, but in no case may any Owner withhold any assessment due and payable to the Association, or take (or omit) other action in violation of the Governing Documents, as a measure to enforce such Owner's position, or for any other reason. These rights and remedies are in addition to any rights or remedies granted to the Association in the Governing Documents or by law.

2. Sanctions and Remedies. In addition to any other remedies or sanctions, express or implied, administration or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and occupants who violate (or whose families or guests violate) the provisions of the Governing Documents:

- a. Impose interest charges at the rate of eight percent (8%) per annum for any delinquent assessment payments.
- b. Impose a penalty (in addition to interest) for delinquent assessment payment of Ten dollars (\$10.00) per month.
- c. Impose a monetary fine of Twenty-five dollars (\$25.00) per month for each violation of the Governing Documents, and for the continuing violation thereof, other than delinquent assessment payments.

- d. Suspend the voting rights of an Owner during any period in which such Owner is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of the Rules and Regulations.
- e. Enter any Lot and restore any portion of the property which was damaged or altered, or suffered to be damaged or altered, by an Owner or occupant of their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owner and such Owner's Lot.
- f. Enter any Lot, upon twenty-four (24) hours' notice between the hours of 8:00 a.m. and 8:00 p.m. to remedy any condition which the Owner or occupant has caused or allowed to exist in violation of the Governing Documents, and assess the cost thereof against the Owner and the Lot. Any such entry upon a Lot pursuant to this Section shall not be deemed a trespass.
- g. Foreclose any lien arising under the provisions of the Declaration, Bylaws, or under law, in the manner provided by law for the foreclosure of mortgages under a power of sale, or by action, in the state where the properties are located.

3. Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 2, Paragraphs c, d, e, or f, the Board of Directors must cause to be mailed or delivered to the Owner against whom the remedy is sought to be imposed written notice specifying the general nature of the violation, the remedy to be imposed and the effective date of such imposition, which notice must be delivered at least ten (10) days prior to such effective date. Said owner has the right, upon written request delivered to the Board of Directors within the foregoing ten (10) day period, to a hearing before the Board of Directors. The Board will set the hearing at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than thirty (30) days after the request for a hearing. The Board of Directors has established uniform and fair rules for the conduct of such hearing, including without limitation the right to interested parties to appear and be heard. If a hearing is requested, the remedy imposed will not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board of Directors and the persons against whom the remedy is sought, whichever event occurs first. If the person or persons against whom the remedy is sought do not appear at their duly notified hearing, the remedy imposed may be enforced forthwith. The decision of the Board and the rules for the conduct of hearings established by the Board, shall be final and binding on all parties. The rights bestowed upon Owners by this Section 3 shall be the sole and exclusive remedy of such Owners with respect to the matters covered by this rule, except as may be otherwise specifically authorized by the Governing Documents.

4. Costs of Proceeding and Attorneys' Fees. In any legal or administrative proceeding arising between the Association and an Owner or occupant because of an alleged default or violation of the Governing Documents by an Owner or occupant, the Association is entitled to recover all costs and reasonable attorneys' fees incurred by it. The Association is also entitled to recover all of its costs, expenses, and reasonable attorneys' fees, if any, in the collection of any and all delinquent assessments.

5. Liens for Charges, Penalties, Etc. Any charges, penalties, interest costs, collection costs, court costs or attorneys' fees imposed or incurred by the Association under this rule will be assessed against the Lot of the Owner against whom the same are imposed and will be a lien against the Lot in the same manner as a lien for assessments, and will also be a personal obligation of such Owner. The lien shall attach as of the date of imposition of the remedy, but will not be final as to violations appealed under Section 3 until affirmed in writing by the Board of Directors following the hearing.

6. Liability for Owners' and Occupants' Acts. All Owners are jointly and severally liable for the expense of any maintenance, repair or replacement rendered necessary by their acts or omissions, or by those of the occupants of their Living Units, or their families or guests, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or such Owner or occupants; provided, however, that the Association may assess the responsible Owner for any insurance deductible amount payable by the Association and the amount of any increase in the Association's insurance premiums resulting from the conduct in question.