### The Common at Sinnott Farm, Inc.

## RULES AND REGULATIONS Effective 10/1/2017

(Note: When used in the revised Rules and Regulations, the term Homeowner's Property replaces the term Unit, and the term Homeowner replaces the term Unit Owner, as initially defined in Article II of the Declaration. When used in conjunction with the term Homeowner, the term Property means Homeowner's Property.)

# Article I Use of Homeowner's Property Affecting Common Elements

<u>Section 1.1 - Occupancy Restrictions</u>. Use of Homeowner's Property is limited to the construction of a dwelling for occupancy by single families. Garages are limited to the storage of vehicles and accessory storage, both as defined in the Declaration.

Section 1.2 - No Commercial Use. No industry, business, trade or commercial activities — other than home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a Homeowner's Property — will be conducted, maintained or permitted on any part of the Common Interest Community; nor will any signs, window displays or advertising — except for a name plate or sign, not exceeding 4 square inches in area, on the main door of the dwelling on the Homeowner's Property — be maintained or permitted on any part of the Common Interest Community or any Homeowner's Property; nor will any Homeowner's Property be used or rented for transient, hotel or motel purposes.

<u>Section 1.3 - Electrical Devices or Fixtures.</u> Misuse or abuse of appliances or fixtures within a Homeowner's Property that affects other Homeowner Properties or the Common Elements is prohibited; any damage resulting from such misuse will be the responsibility of the Homeowner on whose Property it will have been caused. Total electrical usage in any Homeowner's Property will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

<u>Section 1.4 - Cleanliness</u>. Each Homeowner will keep their Property in a good state of preservation and cleanliness.

## Article II Use of Common Elements

<u>Section 2.1 - Obstructions</u>. There will be no obstruction of the Common Elements, nor will anything be stored outside of the Homeowner's Property without the prior consent of the Executive Board except as hereinafter expressly provided.

- <u>Section 2.2 Trash.</u> No accumulation of rubbish, debris or unsightly materials will be permitted in the Common Elements, except in designated trash storage containers.
- <u>Section 2.3 Storage</u>. Storage of material in the Common Elements is prohibited except in areas designated by the Executive Board.

<u>Section 2.4 - Proper Use</u>. Common Elements will be used only for the purposes for which they were designed. No Person will commit waste on the Common Elements, interfere with their proper use by others, alter them in any way, or commit any nuisance, vandalism, boisterous or improper behavior on the Common Elements that interferes with or limits the enjoyment of the Common Elements by all others.

# Article III Actions of Owners and Occupants

- Section 3.1 Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity will be carried on or in any Homeowner's Property or the Common Elements, nor will anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other Homeowners or occupants. No Homeowner or occupant will make or permit any disturbing noises by themselves or their family, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Homeowners or occupants. No Homeowner or occupant will play, or allow to be played, any musical instrument or operate or allow to be operated, any phonograph, television, radio or audio device at such high volume or in such other manner that it will cause unreasonable disturbances to other Homeowners or occupants.
- <u>Section 3.2 Compliance with Law.</u> No immoral, improper, offensive or unlawful use may be made of the Common Interest Community, and Homeowners will comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Bloomfield, and will save the Association or other Homeowners harmless from all fines, penalties and prosecutions for the violation thereof or noncompliance therewith.
- <u>Section 3.3 Pets.</u> No animals, livestock, fowl or reptiles of any kind may be raised, bred or kept in or on any Homeowner's Property or in the Common Elements except for no more than two dogs of gentle disposition, house cats and other usual domestic pets.
  - A. Pets may not be kept, bred or maintained for any commercial purpose.
  - B. In no event will any pet be permitted in any portion of the Common Elements unless carried or on a leash. Any leash that does not allow for full control between pet owner and pet will not be permitted. Pets may not be curbed on another Homeowner's Property.
  - C. Each pet owner is responsible for picking up their pet's waste when deposited on any ground within the community. The Homeowner is responsible to periodically remove any waste that has accumulated on their household Property by their pet.

- D. No pet runs or pet houses may be constructed on a Homeowner's Property or on the Common Elements. Tethers may be used only when the pet owner is at home. Electronic fences may be installed around the perimeter of a Homeowner's Property, and the Homeowner is responsible for maintaining the fence and ensuring that the pet remains within the boundaries of the fence.
- E. Any pet causing or creating a nuisance or unreasonable disturbance or noise will be removed permanently from the Property within 3 days following Notice and Hearing.
- F. The pet owner is responsible for the actions of their pet, including any harm to a person or another pet.
- <u>Section 3.4 Indemnification for Actions of Others</u>. Homeowners will hold the Association and other occupants harmless for the actions of their children, tenants, guests, pets, employees, agents, invitees or licensees.

<u>Section 3.5 - Employees of Management</u>. No Homeowner will send any employee of the Manager out of The Common at Sinnott Farm on any private business of the Homeowner, nor will any employee be used for the individual benefit of the Homeowner, unless in the pursuit of the mutual benefit of all Homeowners, or pursuant to the provision of special services for a fee to be paid to the Association.

## Article IV Insurance

- <u>Section 4.1 Increase in Rating</u>. Nothing will be done or kept that will increase the rate of insurance of the Common Elements without the prior consent of the Executive Board. No Homeowner will permit anything to be done or kept in the Common Interest Community that results in the cancellation of insurance coverage on any of the Common Elements or would be in violation of any law.
- <u>Section 4.2 Rules of Insurance</u>. Homeowners and occupants will comply with the Rules and Regulations of the New England Fire Rating Association and with rules and regulations contained in any fire and liability insurance policy on the Property.
- <u>Section 4.3 Reports of Damage</u>. Damage by fire or accident affecting the Common Interest Community, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a member of the Executive Board by any person having knowledge thereof.

## Article V Trash and Rubbish Removal

<u>Section 5.1 - Trash and Rubbish</u>. No storage of trash will be permitted in or on any Homeowner's Property in such manner as to permit the spread or encouragement of fire or vermin. No garbage cans or trash barrels will be placed outside the home except as

specified in Section 5.2 - Rubbish Removal. Long-term storage of rubbish on the Homeowner's Property is forbidden.

- <u>Section 5.2 Rubbish Removal</u>. Trash pickup will occur only from designated locations. Homeowners or occupants will be responsible for removal of trash from their Property to those pickup locations. Trash is to be deposited in Town-approved barrels within each Homeowner's Property and that area is to be kept neat, clean and free of debris. Trash containers may not be left in the pickup areas more than 12 hours before scheduled pickup, or more than 12 hours after pickup.
- <u>Section 5.3 Bulky Waste</u>. There may be no bulky waste, Christmas trees or other waste outside of approved containers except during periodically scheduled bulk pickup by the Town's waste removal contractor or as otherwise permitted by the Town of Bloomfield.
- <u>Section 5.4 Construction/Bulky Waste Dumpsters</u>. Construction and/or bulky waste dumpsters may be placed only on a Homeowner's Property for a specified period of time as requested by the Homeowner and only upon written approval of the Covenants Committee.

## Article VI Motor Vehicles

- <u>Section 6.1 Compliance with Law</u>. All persons will comply with Connecticut State Laws and Department of Motor Vehicles regulations on the roads, drives and Properties.
- Section 6.2 Speed Limit. The speed limit is restricted to 15 mph on community lanes.
- <u>Section 6.3 Parking Restrictions</u>. There are no restrictions on the number of vehicles parked in the driveway as long as each vehicle is registered legally by a recognized Department of Motor Vehicles. All vehicles must be operational. Parking on grassy or landscaped surfaces, including a Homeowner's Property and all Common Elements, is strictly prohibited.
  - A. Overnight on-street parking is not allowed between the hours of 2 am and 6 am, consistent with the parking restrictions for the Town of Bloomfield. This restriction applies not only to the Homeowner, but to all guests and renters as well. All vehicles must be removed from the street by 2 am. Any towing charges incurred in violation of this rule will be the responsibility of the owner of the vehicle.
  - B. On-street overnight parking is permitted upon application to and approval from the Covenants Committee for special circumstances that may limit access to a Homeowner's driveway such as, but not limited to, repaving or resurfacing of the blacktop.
  - C. Commercial vehicles, boats, trailers, campers, off-road or recreation vehicles or any other vehicles, other than normal passenger automobiles, are not allowed to be parked in the driveway or on private roads. Motorcycles and/or motorized trail bikes will be stored in the garage.

- D. No on-street parking is allowed before or during a snowstorm or before the street has been plowed after a snowstorm.
- E. All vehicles that are parked on the street will be parked no closer than 3 feet from a Homeowner's driveway or 10 feet from fire hydrants.
- F. Concurrent parking on both sides of the private lanes is restricted to emergency vehicles only, and all on-street parking must not interfere with the free movement of traffic, especially emergency vehicles.
- G. Periodically, the Executive Board may restrict all on-street parking on the private lanes of The Common at Sinnott Farm. Notification will be sent to all Homeowners of any restriction within a reasonable time before the restriction takes effect.

<u>Section 6.4 - Construction Vehicles</u>. Construction equipment or other commercial vehicles used during Homeowner improvements require the approval of the Covenants Committee to remain in The Common at Sinnott Farm during off-hours of construction.

## Article VII General Administrative Rules

<u>Section 7.1 - Consent in Writing</u>. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers. The following are the conditions to which the Homeowner, the Covenants Committee and, if there is no Covenants Committee, the Executive Board will comply.

## <u>Section 7.2 - Exterior Home or Landscaping Changes, Improvements and/or Additions.</u>

- A. For exterior home or landscaping changes, improvements and/or additions, the Homeowner must submit a written request to the Covenants Committee 2 weeks in advance of the date that a smaller change will begin and at least 45 days prior to the anticipated start date for a major project, following the guidelines published by the Association, in order to give the Committee sufficient time to review the application request and determine the acceptance or rejection of such request.
- B. The Homeowner may mail such a request to the Property Manager or submit the request via the contact email address listed on the Association website. All correspondence should be directed to the attention of the Covenants Committee.
- C. This request must include an explanation of the work to be performed, a sketch or plan of the work and any other information, such as a product brochure, that the Homeowner deems helpful for the Covenants Committee to make their decision.
- D. With respect to exterior home or landscaping improvements, the Homeowner is responsible for obtaining any and all approvals required by the Town of Bloomfield. Such approvals should be submitted to the Covenants Committee as part of the written request.
- E. The Covenants Committee will review the Homeowner request and render a decision as quickly as possible, and no later than 14 days after the original submission date. In lieu of a decision, the Covenants Committee may require

- additional information from the Homeowner to evaluate the request. Should the Covenants Committee fail to respond with a decision or a requirement of additional information within the 14-day allotted time period, the Homeowner's request will be considered approved.
- F. The Covenants Committee will base their decision on the following criteria:
  - 1. Will the requested change add to or detract from the overall appearance, continuity and/or value of our Common Interest Community?
  - 2. The Committee may canvass Homeowners adjacent to the submitter of the request for their input and counsel.
  - 3. Other factors, including the color, materials and methods, may impact the Covenants Committee's decision.
- G. The Covenants Committee will transmit its decision in writing to the Homeowner. Verbal methods for transmittal of the decision will not be sufficient.
- H. The Covenants Committee will file the Homeowner's original request, any background information used in making the decision and a copy of the notification to the Homeowner. This information will be retained for not less than one year.
- <u>Section 7.3 Variance Request</u>. Homeowners may also request a variance to the restrictions contained within the Rules of The Common at Sinnott Farm. The Homeowner will submit to the Covenants Committee a written request for any variance to the Rules following the same procedure as listed in Section 7.2.
- <u>Section 7.4 Appeal Process</u>. Homeowners may appeal a decision of the Covenants Committee within 30 days of the Committee's response. Failure to appeal within this time period will require a total resubmission of the request. The process to appeal is as follows.
  - A. The Homeowner will contact the Property Manager or the President of the Executive Board and request that time be allocated at the next scheduled Board meeting to review the Covenants Committee's decision.
  - B. If the Association does not have a Property Manager and the President is not available, the Homeowner will contact, in order of succession, the Vice President, the Treasurer or Secretary of the Executive Board.
  - C. The Board meeting at which the appeal is presented will be attended by at least 3 Executive Board members and at least 1 member of the Covenants Committee, plus the Homeowner.
  - D. The Homeowner will present any information, in writing or by testimony, concerning why the Covenants Committee's decision should be repealed.
  - E. The Covenants Committee will present any information, in writing or by testimony, concerning why their decision should be upheld.
  - F. The Board will adjourn to an executive, closed-door session to review the information garnered from the Homeowner and the Covenants Committee.
  - G. A simple majority of the Executive Board will be needed to accept or deny the Homeowner's appeal.

- H. The Executive Board will inform the Homeowner, in writing, of its decision within 10 business days from the date a decision is made.
- I. All information generated during the appeal meeting, or in succeeding meetings, either by the Homeowner, the Covenants Committee, or the Executive Board will be made part of the original file regarding the requested change or variance.
- J. The decision of the Executive Board is considered final. The Homeowner, however, may at any time resubmit their requested change or request for a variance to the Rules to the Covenants Committee.

### Section 7.5 - Violations of the Rules.

- A. In the event that a Homeowner fails to comply with the Association Rules or to receive approval from the Covenants Committee for a requested change or a variance to the Association's Rules involving their Homeowner's Property, a fine of \$25 may be assessed, following Notice and Hearing, for each day that the unapproved request or variance is being implemented, or for each day that the rule violation or unapproved condition exists.
- B. Payment of the fine is due to the Association within 30 days of the date of the initial notification to the Homeowner that a violation exists and that a fine has been levied. Fines will continue to accrue until the Covenants Committee approves the request regarding the changes to the Homeowner's Property, or the Property is returned to the condition that existed prior to the changes.
- C. Approval by the Covenants Committee must be in writing and delivered to the Homeowner via the U.S. Postal Service. A record of the change or variance and a copy of the approval letter will be maintained in the Association's files.
- D. A Hearing with the Executive Board may be requested by the Homeowner to appeal the fine assessed for a violation of the restrictions contained in the Rules. However, if the Covenants Committee has not approved the changes to the Homeowner's Property or the Property has not been returned to the condition that existed prior to the changes, or if a variance to the Rules has not been granted, the request for a Hearing does not suspend the ongoing accrual of fines that have been imposed.
- E. If accumulated fines imposed for a violation of the Rules remain unpaid after 90 days, the account may be referred to the Association's attorney for collection or foreclosure, if necessary, as described in Section 11.9 Attorney Referral. Upon referral to an attorney, the attorney may take all necessary action to collect or foreclose an account referred to them without further approval of the Executive Board.

<u>Section 7.6 - Complaint</u>. Any formal complaint regarding the management of the Property or regarding actions of other Homeowners will be made in writing to the Property Manager or directly to the Executive Board.

## Article VIII General Recreation Rules

<u>Section 8.1 - Limited to Occupants and Guests</u>. Except for areas dedicated to the Town or for which agreement for use exists with the Town, passive recreation facilities, open space and woodland within the Common Elements are limited to the use of Homeowners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user will hold the Association harmless from damage or claims by virtue of such use.

<u>Section 8.2 - Boisterous Behavior Prohibited</u>. Boisterous, rough or dangerous activity or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

<u>Section 8.3 - Reserved Areas</u>. Specific portions of woodland or open-space facilities, or specific times of recreational schedules, may be reserved, or priority given, to certain age groups. Such reservations and scheduling will be done by management personnel and will be effective after Notice to the Homeowners.

<u>Section 8.4 – Family Members and Guests</u>. Parents or legal guardians will direct and control the activities of their family members and guests in order to require them to conform to the Association's Rules. Homeowners will be responsible for violations or damage caused by their family members or guests.

### **Article IX**

# Plantings, Landscaping, Outside Structures, Exterior Colors, Fencing, Decorations and Yard Signs

<u>Section 9.1 - Approval of the Executive Board</u>. All additions and removals of plantings, landscaping and structures in the Common Elements are determined solely by the Executive Board.

<u>Section 9.2 - Modification of Exteriors</u>. Homeowners may modify their personal exterior property with plantings, landscaping, outside structures, exterior color changes and/or garden fencing at the individual home sites within The Common at Sinnott Farm, subject to compliance with the Association Rules. The Covenants Committee must approve modifications prior to the start of any major outside project, including major landscaping projects and driveway repaving or replacement. If the Covenants Committee does not exist, the Executive Board must approve modifications.

### Section 9.3 - Plantings.

- A. No approval is required for the addition of any annual or perennial plant, shrub or tree.
- B. The addition of nuisance and invasive species (such as the cottonwood tree and purple loosestrife, respectively) is not permitted.

C. Approval from the Covenants Committee is required to remove any living tree from the Homeowner's Property prior to the removal.

## Section 9.4 - Landscaping.

- A. The construction of new patios, walkways or walls requires the approval of the Covenants Committee prior to the start of the project.
- B. Installation of landscaping structures such as trellises, pergolas, lattice works or archways requires the approval of the Covenants Committee prior to the start of the project.

### Section 9.5 - Outside Structures and Attachments.

- A. The construction or installation of permanent structures requires the approval of the Covenants Committee prior to the start of the project. Examples of permanent structures include:
  - 1. Deck structures, either raised or at ground level.
  - 2. Small buildings such as sheds, gazebos, playscapes or playhouses.
  - 3. Permanent ornamental items, including but not limited to wishing wells, small windmills, flagpoles, benches, statues, fountains and other lawn art.
  - 4. Stand-by generators.
  - 5. Solar panels or similar types of exterior equipment designed to harness solar energy for home-power generation.
  - 6. Hot tubs.
- B. Seasonal or semi-permanent outside structures do not require approval, subject to the following requirements. Seasonal or semi-permanent structures include, but are not limited to, screened-in sitting areas, canopies, awnings, tents and trampolines.
  - 1. The structures may not be in the front yard.
  - 2. Such structures must be in good repair.
  - 3. Homeowner or occupant must disassemble and remove such items within a reasonable time after last usage, but in no case later than November 1.
- C. Satellite dishes greater than one meter (39.37") in diameter are not permitted.
  - 1. Satellite dishes that are one meter or less in diameter are subject to regulatory protection of the FCC and do not require approval.
  - 2. Any satellite dish must be located at the rear or side of the home unless reception is impossible, substantially degraded or unreasonably expensive.

<u>Section 9.6 - Exterior Colors.</u> Exterior colors must conform to the existing look of the Sinnott Farm community. Changes to the exterior colors of a home require the approval of the Covenants Committee prior to the start of any project.

### Section 9.7 - Fencing and Delineation of Property Line.

- A. Delineation of any type, artificial or living, of the Homeowner's Property line is not permitted.
- B. Fencing used for garden borders or edging requires approval of the Covenants Committee prior to installation. Fencing must be maintained in good repair.

<u>Section 9.8 - Holiday Decorations</u>. Exterior decorations displayed to commemorate a specific holiday do not require approval but must be removed no later than 30 days after that holiday.

### Section 9.9 - Yard Signs.

- A. Signs in support of candidates running for political office may be placed on a Homeowner's Property throughout the election cycle. These signs should be removed no later than 2 days following Election Day. Signs may not be placed anywhere on the Common Elements.
- B. Construction signs may be placed on a Homeowner's Property only while the work is in process. These signs should be removed immediately upon project completion.
- C. Real Estate "For Sale" signs not exceeding 5 square feet in area may be posted and must be maintained by the Homeowner.

<u>Section 9.10 - PODs/Temporary Storage Containers</u>. PODs or similar temporary storage containers may be placed on a Homeowner's Property only for a specified period of time and only upon written approval of the Covenants Committee.

## Article X Tag Sales

<u>Section 10.1 - Tag Sales</u>. Tag sales may be held at the individual home sites within The Common at Sinnott Farm with the following stipulations.

<u>Section 10.2 - Registration of Tag Sales</u>. The Homeowner is required to register the proposed tag sale with the Covenants Committee, or if there is no Covenants Committee, the Executive Board, as to the date, time and location at least 2 weeks prior to the tag sale.

<u>Section 10.3 - Number of Tag Sales</u>. Each home is permitted 2 tag sales per year on Saturdays and/or Sundays between the hours of 9 am and 4 pm. Multiple-home tag sales are permitted, as long as each home is registered.

Section 10.4 - Signs for Tag Sales. Signs for advertising a tag sale are allowed within the Sinnott Farm community but are not to exceed 20" x 24". Signs can be displayed 2 days prior to the date of the tag sale. No more than 6 signs are to be used to advertise the tag sale within the Sinnott Farm community. All signs must be free standing and are not to be attached to any trees, existing signs or posts within the Sinnott Farm Common Elements.

<u>Section 10.5 - Conclusion of Tag Sales</u>. Homeowners are expected to clear the tag sale area at the end of each day and remove tag sale signs within 4 hours of the tag sale conclusion.

<u>Section 10.6 - Parking Restrictions</u>. Homeowners are responsible for ensuring that tag sale visitors are in compliance with Association parking restrictions in Section 6.3 to ensure safety on private roads.

<u>Section 10.7 - Restrictions on Sale Items</u>. There are no restrictions on the type of items to be sold other than items that may be found offensive or objectionable.

## Article XI Common Expense Assessments and Collection/Foreclosure Policy

Section 11.1 - Common Expense Assessments. Payments of the Common Expense Assessment are due on January 1, April 1, July 1 and October 1. Payment should be remitted to the Association or its Property Manager according to procedures as determined by the Executive Board.

<u>Section 11.2 - Delinquency</u>. In the event that full payment is not received by the last day of the month in which the quarterly payment is due, and if no special payment schedule exists, the Treasurer or Property Manager will issue an invoice reflecting the original Common Expense Assessment due plus a \$25 late fee. Payment of the assessment owed and the late fee is due immediately.

<u>Section 11.3 - Acceleration</u>. In the event that a quarterly assessment and/or any late fee for a Homeowner's Property remains unpaid by the 10th day of the month following the due date, the Executive Board has the right, after Notice and Hearing, to declare the entire remaining balance of such Homeowner's annual Common Expense Assessment for that fiscal year immediately due and payable.

<u>Section 11.4 - Penalty</u>. Each Homeowner for whom the assessment remains unpaid by the 10th day of the month following the due date will be assessed a penalty of \$300. The penalty is in addition to any accelerated payments for the remaining fiscal year.

<u>Section 11.5 - Partial Payment</u>. If partial payment for the Common Expense and/or payment of the late fee have been received before the 10th of the month following the due date, the partial payment will be deducted from the total amount due after application of acceleration and the penalty.

<u>Section 11.6 - Example</u>. The following example illustrates the application of Sections 11.2, 11.3, 11.4 and 11.5. The actual amounts shown in the example are dependent on the amount of the Common Expense Assessments in effect at the time of the delinquency.

- A. Assume a quarterly Common Expense Assessment of \$255 is due on January 1. If full payment of \$255 is not received by January 31, an invoice for \$280 (\$255 + \$25 late fee) will be issued to the Homeowner.
- B. If a partial payment of the assessment is received by January 31, an invoice for the remaining balance plus the \$25 late fee will be issued to the Homeowner.
- C. If full payment and/or the \$25 late fee have not been received by February 10, and following Notice and Hearing, the assessment for January 1 plus the

- accelerated payments of \$765 (\$255 x 3 remaining quarterly payments in the fiscal year) plus the \$25 late fee and a \$300 penalty become due. The total amount due as of February 10, following Notice and Hearing, is therefore \$1,345 (\$255 + \$25 + \$765 + \$300).
- D. If \$255 is paid before February 10, but the \$25 late fee is not remitted, the amount paid will be deducted from the total owed after application of acceleration and penalty. The amount due would then be \$1,090 (\$25+\$765+\$300).

<u>Section 11.7 - Hardship</u>. In times of serious financial hardship when a Homeowner is unable to make payment during the month in which payment of the Common Expense Assessment is due, they can contact the Treasurer or the Property Manager, in writing, to request a Hearing with the Executive Board. Homeowner budgetary disclosure to the Executive Board may be required to determine the extent of the hardship.

<u>Section 11.8 - Hardship Procedure</u>. If a Homeowner has requested a Hearing before the Executive Board due to hardship, the following procedure applies:

- A. The Hearing before the Executive Board must be held within 30 days of the Homeowner's request for a Hearing. Failure of the Executive Board to hold a Hearing within 30 days will result in waiver of any potential late fee for that quarter.
- B. If the Hearing results in an amended payment schedule, both the Homeowner and at least one member of the Executive Board in attendance must sign and date a document describing the payment schedule. The payment schedule and any other agreements specified in the document are binding upon the Homeowner and the Association.
- C. Minutes of the Hearing will not be kept as it is considered to be an Executive Session.

<u>Section 11.9 - Attorney Referral</u>. Common Expense Assessments for a Homeowner's Property that are past due for 90 days will be referred to the Association's attorney for collection, including foreclosure, if necessary. Upon referral to an attorney, the attorney may take all appropriate action to collect or foreclose an account referred to them without further approval of the Executive Board.