

Squire's Bluff Homeowners' Association

Rules & Regulations Handbook

Adopted & Effective on September 2014

I. INTRODUCTION

Welcome

We would like to welcome you to the Villas on Squire's Bluff. The property is comprised of fifty (50) homes on Bridgewater Lane. Bridgewater Lane is a private street.

The objective of the Association is to maintain Squire's Bluff as a pleasant place to live. In order to accomplish this, the Board of Directors has established this 'Handbook' which pertains strictly to living in Squire's Bluff in a community association atmosphere.

These are common sense rules and regulations which take into consideration the health, safety and comfort of all Homeowners; while maintaining the important property value of this community. This 'Handbook' is not meant to replace the Declaration of Easements, Covenants and Restrictions for Squire's Bluff Homeowners' Association.

The Board and the Management Company have a duty to enforce the Rules and Regulations and the Declaration of Easements, Covenants and Restrictions for Squire's Bluff at Eaton Estates.

We ask that you keep this 'Handbook' handy. Refer to it when necessary. If something arises that may not be covered in this booklet, please do not hesitate to contact the Management Company.

The Squires Bluff Homeowners' Association REQUIRES that the 'Handbook' be given to the 'NEW' Homeowner when your house is sold!

Copies of Declaration of Easements, Covenants and Restriction for Squire's Bluff Homeowners' Association may be obtained at a cost from either the Summit County Recorder or the Management Company.

As a private homeowners' association, we are governed by our own Declaration and Bylaws. We elect our Board of Directors from the owners themselves. There are (3) Board member who each serve without compensation for a term of two (2) consecutive years. There are no term limitations. Board terms are staggered so as to elect one member one year and two members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next.

The Annual Meeting of the Homeowners for the election of Board members is held in the month of December each year. Following this election, the Board of Directors is organized by electing from among its members the following officers: President, Secretary and Treasurer. Regularly scheduled Board meetings are held throughout the year. It is during these meetings that the Board manages Association business and makes decisions affecting our property.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. All other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed. Our current property manager is ARIES MANAGEMENT (330-468-2318)

SQUIRESBLUFF.COM has a bundle of information on it, including; important telephone numbers, email addresses and forms. A hard copy of the HOA Declarations and By-laws may be acquired from the Aries Management Company office for a small copying fee.

ASSOCIATION FEES, COST OF COLLECTION AND LIENS

Owners are required to pay for their proportionate share of the Association's Common Costs and Reserves. The Board of Directors annually prepares and approves a budget for said expenses and reserves and sets the amount of fees to be assessed to Owners for the next calendar year. The Management Company will annually issue billing coupon books to Owners prior to the commencement of the year.

The monthly fees are due the first day of every month, and are considered late if not received by the Management Company by the tenth day of the month.

An administrative late fee will be assessed in the amount of \$15.00 per month

Any expenses or costs, including reasonable attorney's fees, filing fees, recording fees and court costs incurred by the Association in the collection of delinquent Association fees, assessments, enforcement assessments, or special assessments will be added to the amount owed by the delinquent Owner.

Any costs to affect a legal remedy to enforce compliance with the Declaration, Bylaws or Rules, including collection and reasonable attorney's fees, shall be added to the account of the violating Owner.

VIOLATION ENFORCEMENT PROCEDURES AND ENFORCEMENT ASSESSMENTS

Owners are responsible for any violation of the Declaration, Bylaws or Rules committed by the Owner, Occupants, invitees, or guests of his/her Homes, including Tenants.

The Board of Directors has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws or Rules as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including courts costs and reasonable attorney's fees, will be added to the account of the responsible Homeowner.

This 'Handbook' is intended to supplement, NOT replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancies between what is expressed in this 'Handbook' and the recorded documents, the Declaration and/or Bylaws shall govern.

The Board of Directors
Squire's Bluff Homeowners Association

GENERAL

Common Elements (Common Area) is everything except the individually owned Lots.

The Common Elements are for the use and enjoyment of all of Squire's Bluff Homeowners in accordance with the purpose for which they are intended. Everyone is requested to be considerate in his or her use of these areas.

No Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the Homeowners.

The Common Elements must not be used in any way or for any purpose that may endanger the health of, or to unreasonably disturb any other Homeowner.

TABLE OF CONTENTS

INTRODUCTION

Welcome & Association Fees, Collections & Liens

GENERAL

Common Elements (Common Area)

- 3.0.00 RULES
- 3.5.01 Restriction on Change of Exterior of Homes
- 3.5.02 Restriction on Change of Lots or Common Elements
- 3.6.01 Covenants of Good Maintenance
- 3.6.02 Temporary Structures
- 3.6.03 Vehicles
- 3.6.04 Control of Trucks and Commercial Vehicles
- 3.6.05 Fences, Walls, Hedges, Etc.
- 3.6.06 Offensive Activities
- 3.6.07 Animals
- 3.6.08 Storage of Materials and Trash Handling
- 3.6.09 Pipelines and Drilling
- 3.6.10 Home Use
- 3.6.11 Firearms
- 3.6.12 Leasing of Homes
- 3.6.13 Impairment of Structural Integrity of Homes
- 3.6.14 Hazardous Uses and Waste
- 3.6.15 Laundry
- 3.6.16 Visible Areas
- 3.6.17 Names of Homeowners
- 3.6.18 Architectural Control
- 3.6.19 Poles, Wires and Antenna
- 3.6.20 Signs
- 3.6.21 Seasonal Decoration
- 3.7 Enforcement Procedure for Rule Violations

Squire's Bluff Homeowners' Association

Rules and Regulations HANDBOOK

3.0.00 Rules

The Rules are intended to interpret the Declaration and Bylaws and have been adopted by the Board of Directors and amended from time to time.

Rules are for the reasonable protection and benefit of the Owners and Occupants. The Rules listed below, as established in the Declaration and By-laws, are not intended to restrict the Owners or to prevent their enjoyment of the Common Elements. Rather, the Rules have been established to increase everyone's use and enjoyment of the Property.

3.5.01 Restriction on Change of Exterior of Homes

(a) An Owner who wants to make any material change to the exterior walls or roof of any Home or in the landscaping must obtain the prior written consent of the Board.

(b) Owners and Occupants are permitted to plant flowers, plants, or small shrubbery within 3 feet of the exterior of his/her Home, this does not imply ownership of the 3 feet area, but rather allows usage. See plot plans or property deed for Lot boundaries.

(c) Owners are permitted to install an exterior storm door on their Home (storm door must be white and allow full view of such exterior door) or install a sliding glass door in the portion of the exterior wall of the Home adjacent to any deck or porch installed in accordance with the provisions of Declaration Article V, Section 5.2 in order to access.

(d) FRONT ENTRY DOOR and SHUTTER COLOR SCHEME: Hunter Green, Black and Brick Red.

(e) Owners are prohibited to place within his/her Lot any recreational, or play structure, swing sets or other installation unless in accordance with the Rules or if the Board determines that such installation does not, adversely affect the property, create a safety or nuisance hazard, and have an unsightly appearance.

(f) An Owner is permitted to place a grill on the patio or deck adjacent to such Owner's Home as long as such Owner complies with the Rules, if any, adopted by the Board in connection.

3.5.02 Restrictions on Change of Lots or Common Areas

(a) An Owner is prohibited to construct any building or structure, make any installation in, or in any manner change any portion of his/her Lot or Common Elements, without prior written consent of the Board.

(b) An Owner has the right to install a deck or porch contiguous to exterior walls of his/her Home, provided that any deck or porch; (1) shall be installed in accordance with the applicable government laws including, without limitation, all building and zoning codes; (2) the design, location, appearance (including, without limitation, color and staining) and size of any deck or porch installed by an Owner shall have been submitted to and approved in writing by the Board.

3.6.01 Covenants of Good Maintenance

To the degrees of responsibility, each Owner, Occupant, and Association is to keep and maintain all land located within the Property owned, leased or controlled by such Person and all improvements, buildings and structures in a clean and safe condition, in good order and repairs, attractive looking and neat, including, but not limited to the:

(a) seeding, watering land mowing of all lawns;

(b) pruning and cutting of all trees, shrubbery and grass;

(c) painting/staining (or other appropriate external care) of all building, structures, decks, fences and other improvements in accordance with applicable building, fire and health codes.

(d) if Owner has elected to go on the 'DO NOT CUT LIST' with the landscaping contractor, the Owner will maintain the pruning and cutting of all shrubs.

(c) all in a manner and with such frequency as is consistent with good property management.

3.6.02 Temporary Structures

Temporary building, trailer, tent, recreation vehicle, shack, garage, or other outbuilding or similar structure is prohibited to be constructed or maintained, temporarily or permanently, on any part of the Property.

3.6.03 Vehicles

(a) All commercial vehicles, trucks, trailers, airplanes, junk cars, unlicensed vehicles, boats, or recreational vehicle campers, camper trailers, boat trailers, all-terrain vehicles, snowmobiles, commercial vehicles, tractors, buses, farm equipment, or off-road vehicles are prohibited to be parked on any part of the Property except within the confines of a garage, except that a boat, truck, trailer or recreational vehicle may be parked on the Driveway of a Home for the limited purpose of loading or unloading the same but not to exceed 6 hours. Vehicles or personal property of any kind are prohibited in the Common Element, unless authorized in advance in writing by the Board. Licensed automobiles in working condition may be parked in the confines of a Home's garage, in the driveway of a Home, and in the parking areas, if any, designed by the Board.

(b) The dumping or disposal; of oil, grease, or any other chemical or residual substances or particles from holding tanks of vehicles of any type is prohibited.

(c) Storage: There is no Common Element storage area for any vehicle on the Property temporarily or permanently.

(d) Parking: Parking for Owners and Occupants is restricted to the confines of a Home's garage, or in the driveway of a Home.

(d1) The 'off-the-street' concrete parking pads are designated as Guest, Owner or Occupant **temporary** parking, due to limited parking within the Property.

(d2) Vehicles, trailers or personal property are prohibited to be parked in the common drive or cul-de-sac, unless authorized in advance, in writing by the Board

(e) Repairs: The Common Elements are not to be used for the repair or maintenance of automobiles temporarily or permanently.

(f) Operational: All vehicles must be licensed, operational, and operated in compliance with the Ohio Revised Code. Consent is given to local law enforcement of Sagamore Hills to enter upon the Property and enforce the applicable requirements of Ohio law.

(g) Towing of vehicles: for violations of Rules, as being illegally parked, abandoned vehicles, or vehicles unable to operate under their own power may, in addition to all other remedies, be towed and stored off the Property at owner's expense.

3.6.04 Control of Trucks and Commercial Vehicles

(a) Other than during the construction or reconstruction of the Home or improvements, no tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment, but not limited to any other commercial vehicle, shall be permitted to remain on any portion of the Common Elements for any period of time whatsoever, without the Boards written approval. The exception is while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repairs of building, structures or improvements.

(b) A commercial vehicle is defined by the Association as any vehicle with a capacity equal to or greater than one ton or one that is less than one ton but possesses post-factory lettering or non-factory modification, such as, but not limited to, racks, ladders, toolboxes, piping, etc.

3.6.05 Fences, Walls, Hedges, Etc.

Fences, walls, trees, hedges and shrubs plantings shall be maintained. Fences, walls, trees, hedges or shrub plantings are prohibited to be placed or maintained in such manner as to obstruct the right-of-way sight lines for vehicular traffic.

3.6.06 Offensive Activities

(a) Noise: Exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) are prohibited to be located, used or placed on any of the Lot such that the same becomes or will become clearly audible at the property line of adjoining Lots. Noise or and other nuisance is prohibited to exist or operate upon any Lot so as to be offensive or detrimental to any other portion of the Property or to its occupants.

(b) Nuisances: Noxious or offensive activities are prohibited to be conducted or allowed on any Property, nor shall anything be done, which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of the Owners or Occupant.

3.6.07 Animals

(a) Only common household pets such as dogs, cats and rabbits may be kept, provided they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or Occupants or the neighborhood and are in compliance with applicable Summit County ordinances.

(b) Owners and all other persons who are owners and/or custodians of pets are prohibited to allow such pets to run at large within the Property. A dog or cat is deemed to run at large while roaming, running or self-hunting or when not restrained by a dependable hand-held leash and controlled by a responsible person as defined by the Summit County Ordinance

(c) All pets must have the appropriate shots, licenses and tags, as required by Summit County Ordinance. The Association has extended permission to the Local Animal Warden to enforce all applicable portions of the County Ordinance in regard to all animals with the Property.

(d) Dogs shall at all times whenever they are outside a Home be confined on a leash held by a responsible person. Actions, which may constitute a nuisance, include, but are not limited to, barking, crying, scratching, being hygienically offensive or physically threatening. If a noise problem exists with pets, please contact Sagamore Hills Police Department. All other complains to the Association regarding pets must be made in writing.

(e) Pet Owners are responsible for the immediate cleanup and proper disposal of pet wastes from their pets. Pet Owners shall incur any and all costs for repairing damage to the Common Elements caused by their pets.

(f) No more than three (3) pets may be maintained in any Home.

(g) The feeding of wild animals is prohibited.

3.6.08 Storage of Materials and Trash Handling

(a) Storage of items such as but not limited to trash or trash containers, barbecue grills, bicycles, snow shovels, work tools, boxes, building supplies, seasonal planters, etc. in the front (including on porches, stoops and walkways) or unfenced side yards, or backs of the Lot is prohibited. Items permitted to be stored on front porches and back decks are exterior furniture.

(b) Trash Containers and Collections. Trash containers are prohibited to be placed outside for pickup earlier than 7:00 PM on the evening before pickup and must be removed from the curb or front yard no later than the evening of the pickup. Trash must be in securely tied plastic bags or other approved containers and placed at curbside or other designated areas for pickup. All trash containers must be stored out of view, such as in a garage at all times other than pickup days.

(c) Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Lot, except natural accumulation pending trash pickup. Not permitted is any other rubbish and debris which would render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its Occupants.

(d) Diseases and Insects: Owners are prohibited to induce, breed or harbor plant diseases or noxious insects.

3.6.09 Pipelines and Drilling

(a) Water pipe, gas pipe, sewer pipe, or drainage pipe are prohibited to be installed or maintained on any portion of the Lot above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes.

3.6.10 Home Use

A Home is to be used for residential purposes and may include a home office.

3.6.11 Firearms

Firearms are prohibited to be discharged upon the Lot or Property or both.

3.6.12 Leasing of Homes

(a) A Home is not to be leased, let or rented, whether for monetary compensation or not, by an Owner(s) to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Owners, subject to the following:

(i) This restriction does not apply to: (a) Homes that are occupied by the parent(s) or child(ren) of the Owner(s); or, (b) any Owner(s) leasing or renting his/her Home at the time of recording of the November 12, 2010 amendment with the Summit County Fiscal Office, and who has registered his/her Home as being leased with the Association will continue to enjoy the privilege of leasing that Home until the title is transferred to a subsequent Owner(s).

(ii) To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner(s) has the right to lease his/her Home, provided the Owner(s) give prior written notice to the Board to a specified lessee for a one-time period not less than 6 full consecutive months nor more than 24 consecutive months. The one-time hardship exception of up to 24 months may in no event be extended beyond the 1 (one) 24 month period.

(iii) In no event shall a Home be rented or leased by the Owner(s) for transient purposes, which is defined to mean a rental for any period less than 6 full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Home, in whole or in part, is also prohibited. Refer to DECLARATION ARTICLE VI, SECTION 6.18, as amended entitled, 'Leasing of Homes' for further information.

3.6.13 Impairment of Structural Integrity of Homes

Nothing is to be done in any Home or in, on or to any Lot or Common Elements, which will impair the structural integrity of any Home.

3.6.14 Hazardous Uses and Waste

(a) Hazardous Activities: No activities shall be conducted on the Property and no improvements constructed on the Property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property; no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.6.15 Laundry

Clothes, sheets, blankets, or laundry of any kind are prohibited to be hung out or exposed to view from any Lot or any part of the Common Elements.

3.6.16 Visible Areas

(a) Unsightly Articles: An article deemed to be unsightly by the Board is prohibited to remain outside any Home or on any Lot so as to be visible from adjoining property or Common Element.

(b) Windows and Doors: The doors, windows and other openings in a Home visible from neighboring property or the Common Elements are not to be covered in whole or in part (inside or outside) with any foil or other unsightly material, other than curtains, drapes, blinds or shutters.

(c) Nothing may be affixed to any portion of the Home except 1 (one) American flag which may be displayed on the exterior of the building so long as it is attached to a temporary flagstaff not to exceed six foot in length

3.6.17 Names of Homeowners

To enable the Association to maintain accurate records of the names, addresses and phone number of Owners and other Occupants, each Owner must notify the Association, in writing with the above information, within 10 business days after such Owner's Home has been transferred or leased to another person. In addition, each Owner must provide to a purchaser or Tenant of such Owner's Home a copy of the DECLARATION and Rules and Regulation Handbook.

Each Owner must, on an annual basis, provide the management company with a certificate of insurance evidencing such Owners' compliance with the insurance requirements of DECLARATION Article IX, Section 9.2(d).

3.6.18 Architectural Control

Any building, fence, wall, sign or other structure or exterior addition to or change or alteration must be submitted to and approved in writing by the Board.

(a) An Owner must submit the plans and specifications showing the nature, kind, shape, height, materials, color and location of the item to the Board for its consideration prior to any construction is to start.

(b) Construction Activities: Construction activities that involve noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area is not a nuisance. In the event of any dispute regarding such matters, the Board may grant a temporary waiver of the applicable provision, provided that such waiver shall be only for the reasonable period of such construction.

(c) Materials: All exterior lighting, siding, trims, brick and roofing, etc. materials shall be subject to prior written approval of the Board.

(d) Lighting: Lighting or illumination must not be placed upon any Lot in such a manner as to cause unreasonable glare or illumination on any other Lot or the Common Elements.

(e) Exterior Color Schemes; Any change in the exterior color scheme must be submitted to the Board for its prior approval written approval.

(f) Landscaping: All landscaping must meet or exceed the more restrictive of the standards set forth by the Board, Eaton Estate (EE), or Sagamore Hills building codes or ordinances, as amended from time to time.

(g) Drainage: No one is to interfere with the established drainage patterns over any of the Property.

(h) Maintenance of Planting: The Association, along with each Owner must keep all shrubs, trees, grass and plantings of every kind watered, cultivated, pruned, mowed, and free of trash and other unsightly material.

(i) Fences: The construction of fences (Board on Board) is subject to the prior written consent of the Board, which may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

(j) Sprinkler Systems; Require prior written approval from the Board.

(k) Unfinished Structures; No structure shall remain unfinished for more than thirty (30) days after the same has been commenced.

3.6.19 Poles, Wires and Antenna

(a) Occupants are asked to submit an ACR Form (Architectural Change Request). Forms can be obtained from SquiresBluff.com or the Management's Office. An ACR Form is a request to install form. This notice will advise the board of the location of the Occupant intended satellite dish installation and method of operation to verify compliance with the Rules.

(b) All satellite dishes must be one meter or less in diameter.

(c) All wiring for antennas and satellite dishes must be properly secured. In some instances wiring may be required to be concealed.

(d) Should satellite dishes be produced with color options, the color selections should complement the homes basic colors, following the same guidelines as exterior painting. Otherwise, the color should remain as originally purchased; neutral tones, black, gray.

(e) Commercial advertising is prohibited to be displayed on the satellite dish itself, other than the brand name.

(f) Antennas/satellite dishes must be placed within the Owner's Lot and not in any Common Elements.

(g) Satellite dish/antennas do not convey upon sale of Home and must be removed upon said sale.

(h) Antennas and Signals: An antenna or other device for the transmission of radio signals, or other form of electromagnetic radiation is prohibited to be erected, used or maintained on any Lot without Board prior written approval. No radio signals or any other form of electromagnetic radiation is to unreasonably interfere with the reception of television or radio signals on any other Lot.

(j) Basketball hoops, whether it be temporary or Permanent, is prohibited.

3.6.20 Signs

- (a) Signs (movable or affixed), including, but not limited to, commercial, sports banners, political and similar signs are prohibited to be erected or maintained on any Home, Lot or Common Elements, except;
- (b) Such signs as may be required by law;
- (c) During the time of construction of any building or other improvement one job identification sign;
- (d) A subdivision identification sign approved by the Board
- (e) Such informational signs as may be authorized by the Board.
- (f) Security Signs: Two professional security signs, not Exceeding a total of 24 inches square in size and 2 feet in height may be posted on the Lot. Only one such sign may be posted forward of the front plane of the Home. The approved location is within 12 feet of the front door located in the shrubbery beds or in the rear yard within 3 feet of the Home or its extensions.
- (g) One professional "For Sale" sign per Lot is allowed. It must be of reasonable type, size, and appearance, which are similar to other signs customarily used in the Township of Sagamore Hills, to advertise parcels of residential property. Real estate signs must be removed within 3 days from the date of execution of any agreement of sale.
- (h) Real estate directional signs will be allowed on the Common Elements between Saturday at 9:00 AM and Sunday at 5:00 PM. any real estate signs on Common Elements at any other time shall be removed and stored.

3.6.21 Seasonal Decoration

Temporary holiday displays may be exhibited 2 weeks prior to the holiday and must be removed 1 week after the holiday. With the exception of November and December months, displays may be installed after Thanksgiving Day and must be removed no later than 2 weeks after New Year's Day.

3.7 Enforcement Procedure

A. The Homeowner is responsible for any violation of the Declaration, Bylaws or Rules ('Governing Documents') by the Homeowner, guests, or the occupants, including tenants, of his/her home.

B. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. **The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible Homeowner.**

C. All costs for extra cleaning and/or repairs to the Common Elements or other property stemming from any violation will be charged to the responsible Homeowner/s account.

D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY; a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence. And/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

E. Prior to the imposition of a charge for damages to the Common Elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice (s) will be served upon the alleged responsible Homeowner specifying:

- a) If applicable and in the absence of any emergency involving an imminent risk of damage or harm to Common Elements or other property or to the health or safety of any person, a reasonable date by which the Homeowner must cure the violation to avoid the proposed charge or assessment; and
- b) A description of the property damage or violation; and
- c) The amount of the proposed charge (and/or enforcement assessment); and
- d) A statement that the Homeowner has a right, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. To request a hearing, the Homeowner must mail or deliver a written 'Request For A Hearing' notice (from SquiresBluff.com), which must be received by the Board not later than the tenth (10th) day after receiving the notice required by Item 1 above.

(a) If a Homeowner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Homeowner with a written notice that includes the date, time, and location of the hearing. If the Homeowner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and

3.7 Enforcement Procedure for Rule Violations

(Continued)

(b) At the hearing, the Board and alleged responsible Homeowner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Homeowner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The Homeowner will then receive notice of the Board's decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.

(c) If the hearing has been waived or if the Board's decision is that the owner is still non-compliant, the enforcement assessment will be \$50 plus any damages which must be paid within 14 days. If there is still non-compliance after the 14 day period, the matter will be turned over to Squires Bluff Homeowners' Association attorneys.

3. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

Adopted by the Board of Directors

September 2014

Mary Ellen Jesse, President

Fred Pisaneschi, Secretary

Jim Brant. Treasurer