

# NOTICE OF VIOLATION

1. The name of the unit owner.
2. The legal description of the unit against which the notice is being recorded.
3. A brief description of the nature of the violation.
4. A statement that the notice is being recorded by the Association pursuant to this Declaration.
5. A statement of the specific steps which must be taken by the Unit Owner to cure the violation.
6. If it is determined by the Association that the violation does not exist or that the actual violation has been cured, the Association shall record a notice of compliance.

See 4.21 Notice of Violation in the Declaration of Covenants, Conditions and Restrictions For HONEYBROOK TOWNHOMES:

4.21 Notice of Violation. The Association shall have the right to record a written notice of a violation by any Unit Owner of any restriction or provision of the Townhome Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the name of the Unit Owner, (ii) the legal description of the Unit against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Townhome Documents. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Unit against which the Notice of Violation was recorded, the recording data of the Notice of Violation, and shall state that the violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist.

# Honeybrook HOA Fine Schedule

If a violation is reported to the board, the board will send out a warning letter to the Unit Owner. It is the responsibility of the Unit Owner to pass the information along to their tenant and cure violation if applicable. The violation will state what the violation is, the amount of time given to cure the violation, and the fine that will be given if not completed in the given amount of time. It will be the Unit Owner's responsibility to pay the fine. It is up to them to charge their tenant if applicable.

<b>Violation</b>	<b>Time to Cure Violation</b>	<b>Fine</b>
First Violation	10 days	\$0.00
Second Violation	5 days	\$75.00
Third Violation	3 days	\$150.00
Fourth Violation	1 day	\$300.00

\*\*\*If a fine is assessed, the homeowner's rights to the amenities will be revoked until the fine is paid.

Fines will be added to that owner's tenant portal and will be able to be paid with a credit card, debit card or bank account.

After the Fourth Violation, there will be no more days given to cure the violation, it will be an automatic \$300.00 fine.

# Expectations and Standards

Per the Declaration of Covenants, Conditions and Restrictions For  
HONEYBROOK TOWNHOMES

## Trash

**Do not put trash next to the dumpsters if full. Break down boxes and other large items. Do not throw trash on the ground in the Common Areas.**

4.5 Trash Containers and Collection No garbage or trash shall be placed or kept on the project except in sanitary, covered containers...All rubbish, trash or garbage shall be removed from the Project and shall not be allowed to accumulate thereon.

## Animals

**All dogs must be kept on a leash and under the Unit owner's or occupant's control. Dog feces must be immediately picked up and thrown away.**

4.7 Animals No animals, fowl, poultry or livestock shall be maintained or kept in any Units or on any other portion of the Project, except no more than two (2) Permitted Pets... "Permitted Pet" shall mean a domestic dog, domestic cat, household bird or other generally recognized household pet.

No feral animal or animals exhibiting vicious tendencies may be kept...

No Permitted Pet shall be allowed to make an unreasonable amount of noise, cause an odor, or to become a nuisance or annoyance to other Unit Owners or occupants.

All dogs shall be kept on a leash not to exceed six (6) feet...all dogs shall be directly under the Unit Owner's or other occupant's control at all times.

Any person bringing a dog onto the Common Areas shall immediately remove any feces deposited on the Common Areas by the dog. Any unit or Limited Common Area where a Permitted Pet is kept or maintained shall at all times be kept in a neat and clean condition.

## Vehicles

**Do not park in other unit's assigned spots. Inoperable vehicles are not permitted long term and can only be parked in the parking space assigned to that unit.**

#### 4.12 Vehicles

The Association may assign parking lot spaces to each Unit...only within a designated parking area.

...all Vehicles must be parked, kept, maintained, or stored, only within a designated parking area...

The Board may adopt rules or regulations relating to the number or frequency of guest or visitor Vehicle parking...

Except for emergency repairs, no Vehicle shall be repaired, constructed or reconstructed within the Project.

Any vehicle which is not operable may be stored temporarily on the premises but only in the parking space assigned to the vehicle owner's Unit. Such storage may not exceed ten (10) days.

### **Duties of Unit Owners**

**Unit owners are responsible for any damage, negligence or willful misconduct their household or tenants cause to any Common Areas, amenities or landscaping.**

5.4 Repair or Restoration Necessitated by Unit Owner. Each Unit Owner shall be liable to the Association...for any damage to the Common Areas or the Improvements, landscaping or equipment thereon which results from the negligence or willful misconduct of the Unit Owner.