

RULES, REGULATIONS AND ARCHITECTURAL GUIDELINES
Settler's Village Subassociation
Highlands Ranch, CO

Revised, effective January 1, 2008

Table of Contents

	PAGE #
1. <u>AUTHORITY</u>	2
2. <u>PURPOSE</u>	2
A. <u>Philosophy</u>	2
3. <u>EXTERIOR MODIFICATION TO UNIT</u>	3
A. <u>ARBORS, TRELLISES, ARCHWAYS, GAZEBOS</u>	3
B. <u>AWNINGS</u>	3
C. <u>AIR CONDITIONERS, WINDOW</u>	3
D. <u>AIR CONDITIONERS, CENTRAL</u>	3
E. <u>BASKETBALL HOOPS</u>	3
F. <u>BIRD HOUSES, BIRD BATHES, BIRD FEEDERS</u>	3
G. <u>CLOTHESLINES</u>	4
H. <u>DECKS</u>	4
I. <u>DIGGING / PLANTING</u>	4
J. <u>EXTERIOR LIGHTING</u>	4
K. <u>EXTERIOR LIGHTING HOLIDAY</u>	4
L. <u>FENCING</u>	4
M. <u>FLAGS</u>	4
N. <u>GATES</u>	5
O. <u>HANGING ARTICLES</u>	5
P. <u>LANDSCAPE MODIFICATION</u>	5
Q. <u>LAWN ORNAMENTS</u>	5
R. <u>REMOVAL</u>	6
S. <u>SATELLITE DISHES</u>	6
T. <u>STEREOS, SPEAKERS, SOUND SYSTEMS</u>	6
U. <u>STORM DOORS/SREEN DOORS</u>	6
V. <u>WIND CHIMES</u>	7
W. <u>WIND VANES</u>	7
4. <u>GARAGE SALES</u>	7
5. <u>NUISANCES</u>	7
6. <u>PARKING</u>	8
7. <u>PETS</u>	9
8. <u>PROCEDURES FOR ALTERATIONS</u>	9

9. <u>SIGNS</u>	10
10. <u>SKATES, SKATEBOARDS & GO-PEDS</u>	10
11. <u>SOLICITATION</u>	11
12. <u>TRASH</u>	11
13. <u>OTHER PROVISIONS</u>	12
14. <u>FINE POLICY</u>	13

1. AUTHORITY

The following rules are enacted by the board of directors of the Settler’s Village Subassociation (“The Association”) as generally authorized by the Colorado Common Interest Ownership Act (38-33.3-302 et al) and as more specifically authorized by the Subassociation Declaration for Settler’s Village Subassociation of the Highlands Ranch Community Association, Inc. (Article V, Section 1, 14-15 et all) as well as the bylaws of said Subassociation to further the common interests of the members, allow for the peaceful enjoyment of the homeowner’s property, and to improve and enhance the attractiveness and desirability of the Settler’s Village Subassociation area.

Authority to enforce these rules is vested in the association as more fully set forth in the Declaration of the Subassociation, through its board of directors (Article XII, Section 9). Note that certain of these rules are also Highlands Ranch Covenants and/or Douglas County ordinances. These rules have been reviewed by the Association’s legal counsel.

2. Purpose

The purpose of the Architectural Landscape Control Committee (ALC) is to review all proposed exterior improvements or modifications to a residential site by the homeowner.

Both the Highlands Ranch Community Association and the Settler’s Village Homeowners Association have an ALC.

2A. Philosophy – One of the reasons people buy in a covenant-controlled community is for the uniformity they provide. This uniformity insures a high standard of living and high resale values. In addition, the presence of a community association insures that exterior maintenance will be done in a consistent manner, thus relieving the homeowner of any maintenance responsibility and again insuring high real estate value.

Ironically then, many of the people who choose such a community for those very reasons are the first to attempt to modify, dig, plant, paint, install, add-on, and otherwise change the exterior appearance of their unit and the grounds surrounding it.

Furthermore, while it is nearly unanimous those homeowners believe in strict enforcements of covenants, rules and regulations, this belief mysteriously changes when it comes time to seek approval for their own project.

Please bear in mind that most of the people who purchased property in Settler's Village did so because of its appearance and the lifestyle it represented. Any modifications to that appearance must necessarily be looked at by the ALC as it would affect the entirety of the area, not just for the convenience or lifestyle of one homeowner.

Also bear in mind that when you purchased your unit, that is exactly what you purchased. Your exclusive right to use of your property ends at the porch. The entire area surrounding your unit (referred to in the by-laws of the Association as the "common area") is owned by everyone. No individual owner has a right to use the common area around their unit as if it were their own yard.

3. EXTERIOR MODIFICATIONS TO UNITS

Modifications or additions to the exterior of units or modifications to the common area are regulated by the Architectural/Landscape Control Committee. No homeowners shall make any such changes or modifications without written application to and approval of the Board of Directors.

3A. ARBORS, TRELLISES, ARCHWAYS, GAZEBOS – Structures of this or similar type are not allowed in the common areas or visible from the common areas.

3B. AWNINGS – Retractable patio awnings are permitted. Color and design must complement building colors in order to be approved. Awnings must be retracted when not in use. Window awnings are not allowed.

3C. AIR CONDITIONERS, WINDOW – Window air conditioner units are not permitted.

3D. AIR CONDITIONERS, CENTRAL – Applications for the installation of central air conditioning units will be approved subject to the following:

- Unit must be a standard residential type unit.
- Color must be factory color; gray, green, or tan.
- Unit must be installed on a concrete or fiberglass base.
- Unit must be installed where indicated by the design of each model.
- Installation may not encroach upon lawn areas.

3E. BASKETBALL HOOPS – Basketball hoops and backboards are not permitted.

3F. BIRD HOUSES, BIRD BATHES, and BIRD FEEDERS – Installation of bird houses is restricted to patios or porches. Bird bathes and bird feeders are not allowed.

3G. CLOTHESLINES – Clotheslines, whether permanent or temporary are not permitted.

3H. DECKS – Existing wood decks shall be stained with a neutral/natural stain so as not to substantially change the original appearance. (According to Article V, Section 4 of the community covenants, deck maintenance is the responsibility of the homeowner).

3I. DIGGING/PLANTING – Due to the number of cables, pipes, and wires buried within the subdivision, no planting or digging of any kind is allowed without prior approval including that of the various utilities.

3J. EXTERIOR LIGHTING – No modifications or additions to existing exterior lighting are permitted. This includes front porch and patio fixtures, garage lights, and walkway lights. Some early models did not have garage lights installed by the builder. These may be added if the fixture matches those on later models of homes. Garage lights shall not be left on when not needed or after 11p.m. Exterior bulbs shall be limited to 60 watts (the maximum rating of the light fixtures) in consideration of neighboring windows.

3K. EXTERIOR LIGHTING, HOLIDAY – Holiday lighting is permitted. No prior approval is needed.

- Light displays must be tastefully done and can not extend beyond the unit or encroach upon another unit.
- Lights cannot be hung more than 30 days before a holiday and must be removed (weather permitting) within 10 days after the holiday. If weather prevents removal, the lighting must at least be disconnected.
- Lights should be hung with the smallest hooks or nails possible to prevent damage to the exterior of the unit.
- Electrical connections shall be weatherproofed and no electrical cords or wiring is permitted to be draped across open areas or be laid on walkways or sidewalks where they could be a tripping hazard.
- No rooftop displays are permitted. Nothing can be anchored into the shingles.
- Lights shall not be left on after 11 p.m. (a timer is recommended).

3L. FENCING – Fences, edging or coping is not permitted in the common area.

3M. FLAGS – The display of flags or banners is permitted as long as:

- The hanger or pole is mounted on the individual unit and does not encroach upon any other unit or common area.
- Flagpoles cannot be installed in the ground.
- No flag shall extend vertically above the lowest roofline (gutter) of the unit.
- The flying of the American flag shall be done in accordance with flag etiquette.

- Banners (i.e. sports team banners) or signs must be in good taste.

3N. GATES – Gates between the porch and front patio will be permitted.

- The gate must be constructed of material that matches the existing exterior or be of wrought iron painted to complement the unit exterior.
- Gate must be no taller than the existing patio wall.
- Gate must be painted to match unit or trim.
- Hardware (hinges and latches) must complement existing exterior hardware.

3O. HANGING ARTICLES – Clotheslines are not permitted. Hanging of clothes is not permitted at any time. Up to three small decorative items may be attached to the exterior of a unit. All items must have prior written approval of the ALC/Board of Directors. Some items that might be approved are; welcome signs, name plates, floral wreaths, or hanging brackets to hang flower baskets or other season decorations.

3P. LANDSCAPE MODIFICATIONS –

- Homeowner must submit a written request to the board.
- Board will respond in writing to the homeowner of approval or denial.
- Tree planting must be within a board-approved location near their unit.
- Tree shall not be so close to the building as to cause damage to the building or foundation.
- Tree must be chosen from a board-provided list of acceptable trees.
- A professional landscape contractor acceptable to the Community Manager must plant, stake and mulch the tree.
- Homeowner shall pay all expenses related to the tree planting including, but not limited to the cost of the tree, the tree planting or any related damage to existing landscaping.
- The homeowner must guarantee, maintain and replace the tree if needed, for a period of one year from the date of planting.
- If the tree dies during the warranty period, the homeowner must remove and replace an equal tree within seven days of notification from the Community Manager. If the replacement tree dies within the original warranty period, it must be removed and sod replaced at the homeowners expense. No tree shall be planted in the same area.
- If the unit sells during the warranty period, the new owner must assume the remaining warranty obligation. The homeowner is required to inform the purchaser and include the warranty in the purchase agreement.
- The association shall assume maintenance responsibility after one-year warranty period.
- After the tree becomes the responsibility of the Association, any future replacement will be at their discretion.

3Q. LAWN ORNAMENTS – Homeowners are not allowed to place lawn ornaments, bird bathes, bird feeders, flower pots, sun dials, swings, hammocks, or similar items in the common areas. No hanging flower pots are allowed if their

pole penetrates the ground in the common area. Ornaments and flower pots are allowed on porches and patios to the extent that they do not become unsightly. They will also be allowed on the stone pillar surrounding the patio but not on the wood railing.

3R. REMOVAL – Removal of any architectural features of a unit already installed by the builder such as shutters, patio walls, light fixtures, unit numbers, etc. is not allowed.

3S. SATELLITE DISHES – Satellite dishes larger than one meter (39 inches) are not allowed. We recommend that the homeowner have the service provider run a signal test prior to purchase to see if an acceptable signal can be obtained. All satellite dishes shall be installed with emphasis on being as unobtrusive as possible. Placement of a Satellite dish must be approved prior to installation.

Placements shall be done in one of the following permitted locations:

- Within the confines of the walled in patio of the unit, below the wall line.
- On the alley side, mounted on rear wall above the other utilities at a mounting height not to exceed 8 feet.
- On some end units, installation may be allowed on the southern exposure if it further conceals the installation.
- If installation in one of these locations does not produce an acceptable signal, homeowner must apply to the ALC/Board of Directors for an alternative location and installation in accordance with current FCC regulations.
- All cabling must be run internally as much as possible, must be securely attached, and must be as inconspicuous as possible. Visible wiring must be run inside raceway or small plastic conduit and painted to match the color of the structure to which it is installed. The Homeowners Association reserves the right to require the satellite dish to be painted to match building exterior or trim.
- Upon discontinuance of service, homeowner must remove the dish, mounting brackets, and all exterior wiring. Any holes or damage to the building must be repaired by the homeowner to the satisfaction of the Homeowners Association.
- Installation of a satellite dish places certain additional responsibilities on the homeowner as more fully described in the installation agreement that must be agreed to prior installation.

3T. STEREO, SPEAKERS, SOUND SYSTEMS – The installation of exterior patio speaker are not permitted.

3U. STORM DOORS / SCREEN DOORS – High quality storm and screen doors are permitted provided that they are painted to complement the color of the unit. They may either be brown or green to match the front door, white or tan to match the color of the trim. Bare aluminum storm or screen doors are not permitted.

3V. WIND CHIMES – Considered quaint by the owner and a noisy irritant to neighbors, installation of wind chimes is not encouraged. They are permitted to be hung on patios and porches, but are subject to removal if a complaint is received.

3W. WIND VANES – Installation is restricted to the patio or porch area.

4. GARAGE SALES

Garage sales are permitted under the following conditions:

- No resident shall conduct more than two (2) garage sales per year.
- Only temporary signage is permitted (See “Signs”)
- Resident shall ensure that driveways are kept open and unobstructed.
- No garage sale may extend for more than two (2) days
- Resident shall ensure that all trash is contained and no damage is done to surrounding common areas
- If damage is done the homeowner will be responsible for cost associated to the repair of the damaged area

5. NUISANCES

For the purposes of these rules and regulations, a nuisance is broadly defined as any activity or use of a homeowner’s property or the common areas that is:

- Unreasonable, unwarranted or unlawful or;
- That results in or may result in physical damage or injury or;
- Is an annoyance, inconvenience or discomfort to another resident, or;
- Interferes with another resident’s lawful use or enjoyment of their property.

Since these terms cannot be fully defined and a nuisance is subjective in nature, enforcement of these Rules, Regulations and Architectural Guidelines governing nuisances shall be in accordance with the “Notice and Hearing Procedure” outlined in the bylaws of the Association (Article 14, Sections a-g inclusive).

No homeowner shall engage in or allow any activity that may be considered a nuisance.

Nuisances in General:

Maintenance – Notwithstanding the obligation of the association to maintain the exterior of each unit, each unit “shall at all times be well maintained, kept in a good state of repair, and in a clean, sightly, and wholesome condition” by the homeowner. (See Subassociation Declaration, Article X, Section 13).

Violations of law – Any violation of any federal, state, municipal, or local law, or ordinance may be considered a nuisance.

Violations of covenants – Violation of any covenant, Rule, Regulation, or Architectural Guideline pertaining to the ownership, occupation, or use of any

property is a violation of the Subassociation Declaration and shall be subject to any and all of the enforcement procedures set forth in the Subassociation Declaration. Any such violation is hereby declared to be a nuisance and may be enjoined or abated whether or not the relief sought is for negative or affirmative action (Subsection Declaration Article XII, Sections 9, 10, 12).

Other examples of activities that may constitute a nuisance include, but are not limited to:

Exterior Noise – Loud noises from a source outside the unit including but not limited to excessive vehicle exhaust sound, revving of an engine, stereo equipment and loud or unruly behavior.

Interior Noise – Loud noises from a source inside a unit. Occasional and incidental noises may be heard in an adjoining unit due to the nature of townhouse construction with one or more common walls. A nuisance may exist if the sounds are excessive, frequent, constant or at unreasonable hours. This may be from a loud stereo or television, pet noises, loud or unruly behavior or other source.

Lights – Interior or exterior lights that shine into adjoining units.

6. PARKING

Garages are intended as the primary parking for resident vehicles. Off-street parking spaces are intended for guest or resident parking on a first-come, first-served basis and the use of these spaces is encouraged. These spaces and street parking shall not be utilized because the garage spaces are being used for storage or living quarters. Garages may not be used as living quarters whether or not they prevent parking of a resident's vehicles.

All access roads to the garages are considered private driveways and are fire access lanes. No parking is allowed in the driveways, and vehicles in violation are subject to immediate towing without notice, in addition to applicable fines.

Vehicles in driveways are considered standing vehicles so long as they are attended for purposes of loading, unloading, washing, or similar purposes. Standing vehicles are not in violation of these rules as long as they are attended and do not interfere with resident or emergency vehicle access.

Main (named) streets within the complex are maintained by the county and as such are public and subject to county regulations. Street parking is allowed unless otherwise marked, such as in front of the mailboxes.

No vehicle may be stored or may be parked in the same place or general area within the complex for more than 72 hours.

Abandoned or inoperable vehicles are not to be parked on public roads or private driveways or off-street parking areas within Settler's Village. For the purposes of these rules, an abandoned car is (a) one that has not been moved for 72 hours, whether drivable

or not, or (b) is not currently licensed, or (c) one that has been reported as a nuisance by a resident. Irrespective of the actions that may be taken by Douglas County or other governing body, the association will impose fines and tow abandoned vehicles at owner's expense.

Trailers, motor homes, RV's, campers, boats, snowmobiles, buses, or trucks larger than a four-wheel pickup may not be parked overnight in the complex. (Exception: RV's may be brought into the complex and parked overnight for one night to facilitate loading prior to use, so long as they are parked on the public street and are not occupied.)

Vehicles with visible "For Sale" signs may not be parked overnight in the complex.

Commercial vehicles may not be parked overnight in the complex. Commercial vehicles include vehicles with visible commercial signage or advertising, exterior racks, ladders, or equipment.

Vehicle maintenance or repair (other than washing) may not be performed within public view within the complex.

(Note that certain of these rules are also Highlands Ranch covenants.)

7. PETS

A resident may keep no more than two household pets (dogs and/or cats) with the requirement that:

- They are not kept, bred, or maintained for any commercial purposes.
- They do not make objectionable noises
- When outside, they are on a leash being held by a person capable of controlling the animal.
- The homeowner shall be responsible for any damage to person or property caused by the animal.
- The homeowner has the absolute duty to immediately clean up after such animals.

(Note that certain of these rules are also Highlands Ranch covenants and Douglas County ordinances.)

8. PROCEDURES FOR ALTERATIONS

Requests to make exterior modifications to your unit must be made in writing to the ALC/Board of Directors on a form available through the management company. Your application will be (a) approved, (b) approved with limitations or changes, (c) returned for further information or clarification, or (d) rejected.

To help eliminate frustration in requesting a modification that is not allowed and to assist in making an application, the following general guidelines are provided for your information.

No work can commence prior to approval by the ALC/Board of Directors.

Any modification or change to an approved application must be resubmitted to the ALC/Board of Directors for approval of the change.

Modifications done without approval are subject to removal. In the event the homeowner fails to comply, or the removal and repairs do not meet with the homeowner's association approval, the homeowners association has the authority to remove the modification at the homeowner's expense as well as charge back all costs of repairs necessitated by the modification.

Finally, do not make a modification or installation based on what you see someone else has done. In some cases, they may already be under order to remove the modification or installation. In other cases, these modifications were done prior to the homeowner's association taking over control of the community and those modifications, possibly in violation of the ALC/Board of Directors guidelines can not retroactively be removed, but additional permissions will not be granted.

9. SIGNS

As stated in the by-laws, professional or other home occupations are allowed as long as there is no external evidence thereof. Therefore, no business or professional signs may be placed on or near any unit.

- A real estate sign indicating a unit is for sale or lease may be placed immediately adjacent to the unit for sale provided that it is placed within the bark area and not in the lawn where it will interfere with irrigation or lawn care. The Sign must be immediately moved upon sale of the unit and may not remain for purposes of "advertising" the sale.
- A small sign indicating that a unit is protected by a security system or company may be placed immediately adjacent to the unit provided that it is placed within the bark area and not in the lawn where it will interfere with irrigation or lawn care. Said sign shall not exceed 1' x 1' in size.
- Temporary real estate "Open House" signs may be placed within the complex so long as they are placed only during times when the real estate agent is present in the unit and in no case may they remain overnight.
- Vehicles displaying "For Sale" signage may not be left parked overnight in the complex.
- Political Signs may be displayed on a homeowner's property or in a window no earlier than 45 days before and no later than 7 days after an election day. The maximum size of the political sign is 36 inches by 48 inches. The number of signs is limited to one sign per political office or ballot issue that is contested in the pending election.

10. SKATES, SKATEBOARDS AND GO-PEDS

The use of skateboards, roller skates, in-line skates (roller blades) or motorized scooters ("go-peds") is prohibited on any of the common areas within the community. Non-

resident violators are considered trespassers under applicable trespassing laws and ordinances.

11. SOLICITATION

Solicitation is prohibited within Settler's Village. Solicitation includes, but is not limited to:

- Door-to-door solicitation for business by representatives of any for-profit or non-profit entities.
- Door-to-door contact for solicitation of donations.
- Door-to-door contact for the purposes of canvasses or surveys.
- Door-to-door solicitation or campaigning for political candidates or officeholders.
- Door-to-door solicitation by representatives of religious groups or institutions.
- The posting of handbills.
- The posting of signs. (See also "Signs".)
- Distribution of flyers, signs, business cards, coupons or other literature whether in person or by leaving said material on garage doors, on doorknobs, porches, etc.

Solicitation does not include:

- Activities wherein the homeowner has initiated contact with the company or other entity and has specifically requested or given permission to be contacted or has approved the delivery of informational material.
- Door-to-door contact made by census workers or other governmentally authorized representatives.
- Emergency or utility personnel in the performance of their official duties having to do with the safety or welfare of the community.

Solicitors in violation of these rules will be considered trespassers. Violators will be asked to leave the premises and will be required to retrieve and remove any materials left in violation of these rules. Violators may also be dealt with according to the applicable laws regarding trespassing if necessary to enforce these rules.

12. TRASH

Trash is picked up every Thursday by a removal service contracted for by the association. Paper, glass, plastic, and cans for recycling are picked up every other Thursday. During weeks containing a legal holiday, the pickup may not occur until Friday.

Trash may only be set out on the morning of pick-up or after daylight on the evening before pick-up (Wednesday evening in most cases).

Trash shall be placed neatly in the driveway next to the garage door.

All trash shall be secured so as not to be subject to animals or wind. This may be either through the use of a rigid trash container with lid or strong plastic bags capable of being

securely closed at the top. Material for recycling shall be placed in a bin provided by the removal service.

All trash containers must be picked up by the owner by that evening following pick-up (Thursday in most cases).

All trash and trash containers must be kept inside the unit and out of sight at all other times. In addition to other enforcement, containers left outside at other times may be disposed of by the Association without notice. Replacement shall be the responsibility of the homeowner.

The removal service removes common household trash only and does not pick-up Christmas trees, construction material, large boxes, old appliances, furniture, hazardous material, auto maintenance waste, etc., unless special arrangements are made and at the cost of the homeowner. Such materials shall not be left outside at any time.

Homeowners are responsible for picking up newspapers delivered to the alleys on the day of delivery.

13. OTHER PROVISIONS

Enforcement – The enforcement of these rules and provisions shall be as set forth by the bylaws of the Association and the fine schedule in force at the time of violation. The right of enforcement shall include the right to bring an action for damages as well as any action to enjoin any violation of any provision of the Subassociation Declaration (Article XII, Section 9).

Overriding authority – In the event of conflict between these rules and the Subassociation Declaration, the provisions of the Subassociation Declaration shall prevail.

Severability – If any rule or provision contained herein is found to be void, unenforceable, or in violation of any law or ordinance, it shall be deemed to be independent and severable from the other rules and provisions contained herein and it shall not affect the validity or enforceability of any other rule or provision.

IN THE EVENT OF A VIOLATION OF THE RULES

Settler's Village is a community of over 400 people and vehicles within a comparatively small area. It takes everyone's cooperation to provide a pleasant and livable community. If you feel this is not the case, you should take the following steps.

- (a) Approach your neighbor in a calm, non-confrontational manner and talk to them about it. It is entirely possible that they may not know the rules or realize their activity is a potential nuisance.
- (b) If this visit is not well-received, back away. Do not allow the situation to escalate.
- (c) Call the property manager at 303-471-8841 and report the situation. (or you may Email the manager at www.bsheppelman@hrcaonline.org) If it is a simple enforcement situation, (i.e., parking problem) once alerted to it, the manager and the board of directors can be watchful for the violation.

- (d) If the activity presents an immediate threat of property damage, personal injury, or is illegal, contact the Douglas County Sheriff at 303-660-7500 or dial 911. Law enforcement contact may also help your neighbor see how serious the complaint against them is being taken.
- (e) If the activity constitutes a nuisance, document the dates and times of the activity. Obtain neutral third-party witnesses if possible to show the extent of the inconvenience or unreasonableness of the activity.
- (f) Talk to your other neighbors. An activity bothering you is likely to be bothering others. Establishing an activity as a nuisance sometimes hinges on the majority opinion.
- (g) File a formal complaint with the Association through the management company. The board of directors will not take action against another resident based on anonymous or unsigned complaints. A hearing will be scheduled, witnesses will be called, and your case will be presented. (See the association bylaws for details on actions the association can take upon the filing and proving of a complaint.)
- (h) Consider a lawsuit against your neighbor only as a last resort. A lawsuit will totally destroy any chance of a good neighborly relationship, a relationship that nevertheless may last for many years to come.

14. FINE POLICY

The board of directors will impose a fine on a homeowner for violations of Rules, Regulations and Architectural Guidelines of the Association under the following procedures.

- (a) When a violation is observed or reported, the homeowner will receive a courtesy letter or notice to be made aware of the infraction. The homeowner may be given an opportunity to correct the violation within a specified period of time of not more than 14 days. (Please refer to the "Notice and Hearing Procedures" as set forth in the bylaws, Article X, Sections 1-6 inclusive, for detailed information).
- (b) If the violation is not corrected or the homeowner does not respond within the specified time period, or in the event of a second violation of the same rule, a second letter will be sent setting a hearing date and warning of a potential fine of not less than \$25 and not more than \$75. The homeowner will be invited to attend the hearing and produce any statement, evidence, or witness on their behalf.
- (c) A hearing will be held, giving the homeowner a reasonable chance to be heard. The board may impose a fine of not less than \$25 and not more than \$75 to be assessed on the homeowner account. The homeowner will be notified in writing of the decision of the board and the fine imposed and given a specified period of time of not less than seven (7) days or more than thirty (30) days to pay the fine and correct the violation.
- (d) If the violation is not corrected or the homeowner does not respond within the specified time period or, in the event of a third violation of the same rule, a third letter will be sent setting a hearing date and warning of a potential fine of not less than \$50 and not more than \$150. The

homeowner will be invited to attend the hearing and produce any statement, evidence, or witness on their behalf.

- (e) If the violation is not corrected or the homeowner does not respond within the specified time period or, in the event of a fourth violation of the same rule, a fourth letter will be sent setting a hearing date and warning of a potential fine of not less than \$100 and not more than \$300. The homeowner shall be invited to attend the hearing and produce any statement, evidence or witness on their behalf.
- (f) If the violation is not corrected or the homeowner does not respond within the specified time period or, in the event of a fourth violation, a final letter will be sent to the homeowner and an additional fine of not less than \$200 and not more than \$500 will be imposed. The homeowner will be notified that the matter will be turned over to an attorney for further legal action, which may include the filing of suit or by filing and foreclosure of a lien, and that the homeowner will also be responsible for all attorney's fees, interest and fines.
- (g) Notwithstanding anything else to the contrary, the Board of Directors may take advantage of any other legal remedies available to it to enforce the terms of the Declaration and/or these Rules and Regulations at any time.

Adopted by: The Board of Directors of Settler's Village Subassociation, Nov. 26, 2001

Amended: August 15, 2002 and Effective Sept. 1, 2002

2nd Amended: Rules, Regulations and Architectural Guidelines merged into one document and amended on December 11, 2007 Effective January 1, 2008.