

1. Purpose and Enforcement Philosophy

The purpose of this policy is to establish fair, transparent, objective, and consistent standards for the enforcement of the Daybreak Homeowners Association's Covenants, Conditions, and Restrictions (CC&Rs) and other governing documents.

This policy is intended to promote voluntary compliance, preserve neighborhood property values, protect homeowners' rights to the quiet enjoyment of their property, and ensure that enforcement actions are undertaken only when reasonably necessary to protect the health, safety, welfare, and character of the community.

The Association recognizes that homeowners may reasonably differ in their preferences regarding the appearance, maintenance, and use of their property. Accordingly, the Association shall enforce the governing documents using objective and observable standards whenever reasonably practicable.

Voluntary compliance shall be encouraged before enforcement action is pursued. Enforcement shall be exercised fairly, impartially, consistently, reasonably, and in good faith, with the primary objective of achieving compliance rather than imposing penalties.

Subjective judgments regarding aesthetics shall remain the exception rather than the rule.

Aesthetic considerations shall be relied upon only where expressly required by the governing documents or in exceptional circumstances where no objective standard adequately addresses a condition that materially affects neighboring properties or the community as a whole. Where the governing documents require consideration of appearance or other subjective factors, the Association shall apply those requirements using objective and observable circumstances whenever reasonably practicable.

When multiple reasonable interpretations of a governing provision exist, the interpretation imposing the least restrictive burden upon homeowners shall be preferred unless doing so would conflict with the governing documents or applicable law, create a significant adverse impact upon neighboring properties or community safety, or materially impair the Association's ability to fulfill its obligations under the governing documents.

Enforcement decisions shall consider the nature, extent, duration, and actual impact of an alleged condition and shall distinguish material violations from minor, temporary, incidental, or inconsequential conditions associated with ordinary residential living.

Nothing in this policy shall prevent the Association from taking immediate action when necessary and authorized to address an imminent threat to public safety, significant property damage, or other emergency conditions.

2. De Minimis and Ordinary Residential Conditions

The Association recognizes that normal residential living necessarily involves ordinary household items, temporary conditions, incidental property placement, and routine residential activities that do not materially affect neighboring properties or the community.

Minor, temporary, incidental, or inconsequential conditions associated with the ordinary use and enjoyment of a residence shall not, standing alone, ordinarily warrant Association enforcement under this policy unless the condition violates an express requirement of the governing documents, creates a nuisance or safety hazard, materially interferes with neighboring property, or otherwise creates a condition requiring Association action.

The temporary presence or active use of ordinary residential equipment, household items, tools, materials, decorations, recreational items, or similar personal property shall not ordinarily be treated as prohibited storage solely because such items are visible while reasonably associated with normal residential use.

Examples of ordinary residential items and conditions to which this section may apply include:

- garbage, recycling, and yard waste containers;
- ladders;
- garden hoses;
- lawn and garden equipment;
- maintenance tools and equipment;
- materials reasonably associated with active home maintenance, repair, or improvement projects;
- children's toys, bicycles, and sporting or recreational equipment;
- decorations;
- outdoor furniture and similar items reasonably associated with residential use; and - similar household property customarily associated with the normal use, maintenance, or enjoyment of a residence.

Where the governing documents require an item to be screened or prohibit its storage in open view, the Association shall apply those requirements reasonably and consistently with their express terms. Ordinary household items shall not be considered improperly stored merely because they are temporarily present, actively being used, awaiting reasonably prompt use or retrieval, or otherwise present as an ordinary incident of residential living.

Garbage, recycling, and yard waste containers may be temporarily placed as reasonably necessary for collection or retrieval. When otherwise stored, such containers shall comply with any applicable screening or visibility requirement contained in the governing documents.

Temporary conditions that ordinarily shall not warrant Association enforcement include

decorations; toys, bicycles, sporting or recreational equipment associated with ordinary residential use; and tools, equipment, or materials temporarily placed outdoors while being used

or reasonably associated with ongoing maintenance, repair, landscaping, or improvement activities.

Temporary parking of a vehicle for less than forty-eight (48) hours in a designated driveway area adjacent to a garage shall not be treated as prohibited vehicle storage when such parking is otherwise consistent with the governing documents. The temporary presence of a vehicle shall not, standing alone, ordinarily warrant Association enforcement absent an independent violation, safety concern, obstruction, or material interference with neighboring property.

Nothing in the preceding paragraph shall be interpreted to extend the temporary vehicle-parking exception to boats, trailers, campers, recreational vehicles, equipment, or other property where such an exception is not provided by the governing documents.

For purposes of this policy, an "unobtrusive manner" means placement or storage reasonably incidental to residential use that complies with any express screening, visibility, access, or storage requirement contained in the governing documents; does not unnecessarily obstruct driveways, sidewalks, streets, or access points; does not create a safety hazard; and does not materially interfere with neighboring properties.

Nothing in this section shall prohibit enforcement where property or materials are abandoned, accumulated as trash or debris, maintained in a condition expressly prohibited by the governing documents, stored in open view contrary to an express storage or screening requirement, create a nuisance or safety hazard, materially interfere with neighboring properties, or otherwise constitute a condition requiring Association enforcement under the governing documents.

Where the governing documents use subjective terms such as "unsightly" or similar language, the mere presence of an ordinary residential item shall not, standing alone, ordinarily warrant Association enforcement. The Association shall consider the nature, condition, location, duration, extent, and actual impact of the condition and shall rely upon objective and observable circumstances whenever reasonably practicable.

3. Landscaping Enforcement Standards

Purpose

The purpose of these standards is to maintain residential properties in a manner that prevents vegetation from creating nuisances, safety concerns, or material adverse impacts on neighboring properties while allowing homeowners substantial flexibility in landscaping choices and property maintenance.

These standards are intended to establish objective criteria for Association enforcement and to minimize enforcement based solely upon subjective aesthetic preferences.

General Standard

Lawns, ground cover, landscaped areas, and other vegetation shall be maintained so that they do not create a nuisance, materially interfere with neighboring properties, present a safety hazard, or otherwise create a condition warranting Association enforcement under the governing documents and this policy.

Natural lawns, low-water landscaping, native vegetation, clover, wildflowers, pollinator-friendly landscaping, and similar alternatives to traditional turf grass shall not ordinarily warrant Association enforcement solely because they differ in appearance, plant type, composition, density, or maintenance practices from traditional lawns or neighboring properties.

The Association encourages homeowners to maintain traditional turf lawns at approximately six (6) inches or less.

Nothing in this section shall be interpreted to authorize landscaping in violation of any express easement, setback, location, visibility, access, or other restriction contained in the governing documents, or to eliminate any Architectural Control Committee approval expressly required by the governing documents for major landscaping changes.

Architectural Control Committee approval shall not be considered required under this policy for routine landscaping maintenance or minor landscaping changes unless such approval is otherwise expressly required by the governing documents.

Objective Enforcement Criteria

3.1 Excessive Vegetation Height

For purposes of Association enforcement under this policy, grass, weeds, or other unmanaged vegetation shall ordinarily warrant enforcement based upon excessive height only when exceeding eight (8) inches in average height.

Minor variations in height, isolated taller vegetation, or individual plants exceeding eight (8) inches shall not, standing alone, ordinarily warrant enforcement.

Intentionally cultivated ornamental plants, native vegetation, wildflowers, pollinator-friendly plantings, shrubs, ground cover, or similar landscaping shall not be treated as unmanaged vegetation solely because they exceed eight (8) inches in height.

Nothing in this subsection shall exempt vegetation from an express height, location, setback,

visibility, easement, or similar restriction contained in the governing documents.

3.2 Encroachment Onto Neighboring Property

Vegetation may warrant Association enforcement when it extends across a property boundary and materially interferes with the reasonable use of neighboring property, causes or is reasonably likely to cause damage to fences, structures, or landscaping, or obstructs sidewalks, driveways, or established access paths.

Minor or incidental vegetation extending across a property boundary shall not, standing alone, ordinarily warrant Association enforcement where it does not materially interfere with use, cause damage, create a safety concern, or otherwise violate an express requirement of the governing documents.

3.3 Obstruction of Visibility or Access

Vegetation may warrant Association enforcement when it materially obstructs traffic visibility, community signage, mailboxes, sidewalks, pedestrian pathways, driveways, or other required access.

Minor or inconsequential obstruction that does not materially interfere with visibility, safety, access, or use shall not, standing alone, ordinarily warrant enforcement.

3.4 Accumulation of Dead Vegetation

Dead grass, weeds, brush, leaves, or similar natural material shall not ordinarily warrant Association enforcement solely because of appearance.

Enforcement may be appropriate when the accumulation creates or materially contributes to a fire hazard, drainage problem, obstruction, vermin or pest condition, nuisance, or other objectively identifiable adverse condition.

3.5 Excessive Weed Growth

For purposes of Association enforcement under this policy, a substantial weed condition shall ordinarily exist only when weeds occupy more than twenty-five percent (25%) of the visible lawn or landscaped area on the individual unit being evaluated, materially interfere with intentionally maintained landscaping, or are reasonably likely to encroach upon neighboring properties or materially contribute to the spread of invasive or nuisance weeds.

Isolated weeds, individual plants, or small weed patches shall not, standing alone, ordinarily warrant Association enforcement.

The presence of clover, native vegetation, wildflowers, pollinator-supporting plants, or other

intentionally maintained non-turf vegetation shall not be treated as weed growth solely because such vegetation differs from traditional turf grass.

3.6 Variances, Exemptions, and Alternative Compliance

Nothing in this policy shall limit a homeowner's right to request any exemption, variance, approval, or other relief authorized by the governing documents.

Where an alleged landscaping violation or condition may reasonably be eligible for an exemption, variance, or alternative approval under the governing documents, the Association shall, whenever reasonably practicable, advise the homeowner of the applicable process before escalating enforcement.

A homeowner's timely and good-faith request for an exemption, variance, or approval shall be considered when determining the appropriate timing and extent of continued Association enforcement while the request is pending.

The availability of a variance or exemption shall not require its approval, but the Association shall not discourage or unnecessarily burden a homeowner from pursuing relief expressly available under the governing documents.

Where more than one method of achieving compliance is reasonably available, the Association shall permit the homeowner to select the method imposing the least restrictive burden, provided that method achieves compliance with the governing documents and does not create a material adverse impact on neighboring properties or community safety.

Application of Subjective Landscaping Standards

Where the governing documents use subjective terms concerning landscaping or property appearance, including terms such as "healthy," "attractive," "comparable," "sightly," "unsightly," or similar standards, the Association shall apply those provisions using objective and observable circumstances whenever reasonably practicable.

Differences in landscaping style, plant selection, color, texture, density, lawn appearance, or maintenance practices between neighboring properties shall not, standing alone, ordinarily warrant Association enforcement.

In determining whether enforcement is appropriate, the Association shall consider the actual condition and material impact of the property rather than whether the landscaping conforms to a particular aesthetic preference or resembles neighboring properties.

Exclusions

Standing alone, the following shall not ordinarily warrant Association enforcement under this

policy:

- isolated weeds or small weed patches;
- uneven grass height;
- minor variations in vegetation height;
- seasonal dormancy;
- brown or dormant grass;
- clover;
- native vegetation;
- wildflowers;
- pollinator-friendly landscaping;
- drought-tolerant or low-water landscaping;
- leaves or natural yard debris that do not create drainage, access, safety, fire, nuisance, or vermin concerns;
- differences in plant type, landscaping style, color, texture, or density;
- landscaping choices based solely upon aesthetic preference; and
- differences in lawn or landscaping appearance between neighboring properties.

Nothing in this section shall be interpreted to create a right to maintain landscaping that expressly violates the governing documents or applicable law. Rather, this section establishes the standards, priorities, and presumptions the Association shall use when determining whether and how to exercise its enforcement authority. The objective criteria established in this section are enforcement standards and presumptions governing the Association's exercise of enforcement discretion and shall not be interpreted as amending or redefining the substantive landscaping requirements contained in the governing documents.

4. Determination, Notice, and Opportunity to Cure

4.1 Determination of Compliance

The Association may determine compliance based upon reasonable visual observation, photographic documentation, or other reliable evidence.

The Association may delegate routine inspection, notice, and administrative enforcement functions under this policy to its managing agent, which shall exercise those functions on behalf of and subject to the authority of the Association and this policy.

Minor variations from an objective standard shall not, standing alone, ordinarily warrant Association enforcement.

A determination shall be based upon the condition of the property as a whole and not upon isolated or inconsequential conditions, except where the governing documents expressly prohibit a specific item, use, activity, or condition.

Where reasonable doubt exists as to whether a condition constitutes a violation or warrants Association enforcement, the Association shall consider the nature, extent, duration, location, and actual impact of the condition and shall favor the least restrictive reasonable interpretation consistent with the governing documents and applicable law.

4.2 Right to Contest

A homeowner who disputes an alleged violation may submit photographs, measurements, explanations, or other relevant evidence demonstrating compliance with the governing documents or this policy, mitigating the condition, or otherwise bearing upon whether enforcement is appropriate.

Such evidence shall be fully and fairly considered before a final enforcement determination is made.

Where evidence reasonably demonstrates that a condition has been corrected, is temporary or de minimis, does not materially affect neighboring properties or the community, or does not otherwise warrant continued Association enforcement under this policy, enforcement shall be discontinued or appropriately modified.

Following the homeowner's opportunity to be heard, no fine or penalty shall be imposed unless approved by the vote required by the governing documents.

For purposes of this policy, an opportunity to be heard does not require an in-person, virtual, or other formal hearing unless specifically required by the governing documents or applicable law. A homeowner may satisfy the opportunity to be heard through a written submission to the Board, including by email, and the Board's consideration of that submission shall constitute a hearing for purposes of this policy where a more formal proceeding is not otherwise required.

4.3 Appeal Decisions

Following consideration of any appeal or homeowner-submitted evidence, the Association shall provide the homeowner with a written decision.

If an appeal is denied, in whole or in part, the written decision shall include:

- a summary of the evidence considered;
- the specific governing document or policy provision upon which the decision is based;
- a brief explanation of the reasons for denying the appeal; and
- any remaining actions reasonably required to achieve compliance, including applicable deadlines.

The purpose of this section is to ensure that enforcement decisions are transparent,

understandable, supported by identifiable grounds, and consistently applied.

4.4 Notice and Opportunity to Cure

Except where immediate action is necessary and authorized to address an imminent threat to public safety, significant property damage, another emergency condition, or another circumstance for which more immediate action is expressly authorized by the governing documents or applicable law, homeowners shall receive:

- written notice describing the alleged violation;
- photographs or other supporting documentation, when reasonably available; - identification of the specific governing document or policy provision alleged to have been violated; and
- a minimum of thirty (30) days to voluntarily correct the condition before any fine or other non-emergency enforcement action is imposed.

A notice shall describe the condition with sufficient specificity to allow the homeowner to reasonably understand what is alleged and what action, if any, is necessary to achieve compliance.

Each notice shall identify how the homeowner may report correction of the alleged violation, request clarification or reinspection by the Association's managing agent, or contest the alleged violation under this policy. A homeowner's request for clarification or reinspection shall not limit, delay, or waive the homeowner's right to contest or appeal the alleged violation. Reporting a correction or requesting clarification or reinspection does not require or guarantee that the Association or its managing agent will confirm the correction, provide clarification, conduct a reinspection, or otherwise take additional action in response.

Correction of the condition within the applicable cure period shall ordinarily conclude the enforcement matter unless continued action is authorized by the governing documents and reasonably necessary because of repeated violations or other circumstances warranting further enforcement.

Notices required under this policy shall be delivered in accordance with the notice requirements of the governing documents and applicable law.

4.5 Extensions

A homeowner may request a reasonable extension of the correction period when circumstances outside the homeowner's reasonable control prevent timely compliance, including but not limited to illness, severe weather, travel, contractor availability, material shortages, seasonal conditions, permitting or approval delays, or other comparable circumstances.

Such requests shall not be unreasonably denied.

In considering an extension request, the Association shall take into account reasonable efforts already made by the homeowner toward compliance, the amount of additional time reasonably necessary, and whether granting additional time would materially harm neighboring properties, community safety, or the Association's ability to fulfill its obligations under the governing documents.

4.6 Progressive Enforcement

The Association shall seek voluntary compliance whenever reasonably practicable. Except in cases involving repeated violations, emergencies, circumstances requiring immediate action, or circumstances in which the governing documents or applicable law expressly authorize or require a different procedure, Association enforcement shall progress in the following order:

1. Courtesy notice;
2. Written notice of violation;
3. Opportunity to cure;
4. Fine or other enforcement action authorized by the governing documents; and 5. Continued enforcement action authorized by the governing documents until the violation is corrected or otherwise resolved.

The Association shall use the least restrictive enforcement measure reasonably calculated to achieve compliance and shall not escalate enforcement where a less restrictive measure is reasonably likely to resolve the matter.

Any entry upon a Unit, corrective action, special assessment, or other enforcement remedy shall comply with all additional notice, hearing, voting, approval, or procedural requirements established by the governing documents or applicable law.

Nothing in this section shall limit the Association's authority to take more immediate action when authorized by the governing documents or required to protect the health, safety, or welfare of the community.

4.7 Fines and Penalties

No fine or penalty shall be imposed except in accordance with all notice, hearing, voting, and fine schedule requirements established by the governing documents and applicable law.

Before any fine or penalty is imposed, the homeowner shall receive not less than thirty (30) days' written notice of the alleged violation and shall be afforded an opportunity to be heard by the Board regarding the alleged violation.

Following the homeowner's opportunity to be heard, no fine or penalty shall be imposed unless approved by the vote required by the governing documents. Where the governing documents require a two-thirds (2/3) majority vote of the Board, that requirement shall apply.

Any fine or penalty shall be assessed only in accordance with an established schedule of fines adopted by the Board and furnished to homeowners as required by the governing documents and applicable law.

Voluntary correction of a violation before a penalty is imposed shall be considered in determining whether imposition of a fine or further enforcement remains reasonably necessary.

Where the purpose of enforcement has been achieved through voluntary compliance, the Association shall ordinarily favor closure of the enforcement matter rather than the imposition of a penalty, unless continued action is reasonably warranted because of repeated violations, material harm, or other circumstances recognized by the governing documents or applicable law.

5. Interpretation and Enforcement Discretion

This policy shall be interpreted in favor of objective, consistent, reasonable, and good-faith enforcement of the Association's governing documents.

Nothing in this policy shall be interpreted to authorize arbitrary, selective, retaliatory, inconsistent, or purely subjective enforcement.

Where ambiguity exists in either this policy or the governing documents, the Association shall favor voluntary compliance and the reasonable interpretation imposing the least restrictive burden upon homeowners, provided that interpretation remains consistent with the governing documents and applicable law.

For purposes of Association enforcement, this policy establishes enforcement priorities, presumptions, standards, and procedures governing the exercise of the Association's enforcement discretion. It shall not be interpreted to create a substantive right to maintain any use, item, improvement, activity, or condition expressly prohibited by the governing documents or applicable law.

Where the governing documents employ subjective terms or standards, including terms such as "sightly," "attractive," "comparable," "unsightly," "nuisance," or similar language, the Association shall apply those provisions using objective and observable circumstances whenever reasonably practicable.

Minor aesthetic differences, personal preferences, or differences in appearance between neighboring properties shall not, standing alone, ordinarily warrant Association enforcement.

When determining whether enforcement is appropriate, the Association shall consider the nature, extent, duration, location, actual impact, and materiality of the condition rather than relying solely upon personal aesthetic preference.

When more than one reasonable interpretation, method of compliance, or enforcement response is available, the Association shall favor the interpretation, method, or response that provides homeowners the greatest reasonable freedom in the use and enjoyment of their property while remaining consistent with the governing documents, applicable law, and the Association's obligations to the community.

The Association shall not interpret a broadly worded or subjective provision of the governing documents more restrictively than reasonably necessary to address the condition giving rise to enforcement.

Nothing in this policy shall be interpreted to require Association enforcement merely because the Association possesses authority to enforce a particular provision. Where enforcement discretion exists, the Association shall determine whether enforcement is reasonably necessary in light of the principles established by this policy.

This policy is intended to guide the exercise of the Association's enforcement discretion and shall not be interpreted to amend, supersede, or conflict with the Association's CC&Rs, other governing documents, or applicable federal, state, or local law. Where the governing documents contain an express and unambiguous requirement or prohibition, that requirement or prohibition remains enforceable according to its terms without any additional showing of material impact, nuisance, adverse effect, or other discretionary factor under this policy.

This policy shall be administered in accordance with all applicable federal, state, and local laws. In the event of a conflict, applicable law shall control, and the governing documents shall control to the extent they are consistent with applicable law.

Nothing in this policy shall be interpreted to limit any independent enforcement right expressly granted by the governing documents or applicable law to a homeowner, Unit Owner, Declarant, or other authorized party. This policy governs the manner in which the Association exercises its own enforcement authority.

The failure of the Association to enforce a particular provision of this policy or the governing documents in any individual instance shall not constitute a waiver of the Association's authority to enforce that provision in future cases, provided such future enforcement is exercised consistently with the principles set forth herein and is not arbitrary, selective, retaliatory, or

inconsistent.

6. Policy Amendment and Distribution

This policy shall not be amended, suspended, or repealed except by a majority vote of the Board of Directors.

Upon its effective date, this policy supersedes and replaces the Association's existing general enforcement policy.

For the purpose of promoting transparency and community participation, any vote to amend, suspend, or repeal this policy shall occur only during a duly noticed meeting of the Board that is open to all members of the Association.

Any proposed rule, regulation, policy, standard, guideline, or other requirement establishing or materially changing obligations applicable to homeowners concerning property use, maintenance, conduct, or Association enforcement shall be subject to the same notice, meeting, homeowner-comment, voting, and distribution requirements established by this section for an amendment to this policy, regardless of the title or form of the proposed action.

The meeting shall be scheduled so as to allow all homeowners to receive written notice of the proposed action not less than fourteen (14) days prior to the meeting.

For any proposed amendment, such notice shall include:

- the full text of the proposed amendment or revised policy;
- a summary sufficient to reasonably inform homeowners of the nature and practical effect of the proposed changes; and
- the date on which the Board intends to consider and act upon the proposed amendment.

For any proposed suspension or repeal, the notice shall clearly identify the action proposed, the portions of the policy affected, the practical effect of the proposed action, and the date on which the Board intends to consider and act upon the proposal.

Prior to any vote, homeowners shall be afforded a reasonable opportunity to provide public comment regarding the proposed action.

The Board shall fully and fairly consider all public comments received before taking final action on any proposed amendment, suspension, or repeal of this policy.

Any amendment to this policy shall remain consistent with the Association's commitment to objective, fair, transparent, reasonable, and good-faith enforcement of the governing

documents.

To the extent reasonably practicable, amendments shall preserve the homeowner protections, objective standards, opportunities for voluntary compliance, and principles of restrained enforcement established by this policy unless modification is reasonably necessary to comply with the governing documents, applicable law, or a material need of the Association.

Following initial adoption, the Association shall furnish a copy of this policy to all homeowners.

Following any subsequent amendment, the Association shall furnish all homeowners a copy of the revised policy. Following any suspension or repeal, the Association shall provide homeowners written notice of the action taken.

A current copy of this policy, together with any amendments or notices of suspension or repeal, shall be retained with the Association's records in accordance with the governing documents and applicable law.

7. Severability

If any provision of this policy is determined to be invalid, unenforceable, or inconsistent with applicable law or the governing documents, such determination shall not affect the validity or enforceability of the remaining provisions of this policy.

Any invalid, unenforceable, or conflicting provision shall be interpreted, limited, or applied only to the minimum extent reasonably necessary to bring it into compliance with applicable law and the governing documents while preserving, to the greatest extent reasonably practicable, the purpose, intent, and homeowner protections established by this policy.

Where a provision can reasonably be interpreted in more than one manner, the interpretation that preserves the provision and remains consistent with applicable law and the governing documents shall be preferred over an interpretation that would render the provision entirely invalid or unenforceable.

Nothing in this section shall be interpreted to authorize the Association to enforce any provision of this policy in a manner that conflicts with applicable law or the governing documents.

8. Notice and Fine Schedule

Except where the governing documents or applicable law authorize or require more immediate action, enforcement shall proceed according to the following schedule:

First Notice — Courtesy Notice

No fine shall be imposed. The homeowner shall be provided not less than thirty (30) days to

voluntarily correct the alleged violation.

Second Notice — Formal Notice of Violation

If the condition remains uncorrected after expiration of the initial cure period, the Association may issue a formal notice of violation. No fine shall be imposed with the second notice. The homeowner shall be provided an additional thirty (30) days to correct the condition and shall be informed of any applicable right to be heard before the Board.

First Fine — \$50.00

If the violation remains uncorrected after expiration of the second cure period, and all applicable notice, hearing, voting, and procedural requirements have been satisfied, the Association may impose a fine of fifty dollars (\$50.00).

Second Fine — \$50.00

If the same violation remains uncorrected thirty (30) days after imposition of the first fine, the Association may impose an additional fine of fifty dollars (\$50.00).

Third Fine — \$100.00

If the same violation remains uncorrected for an additional thirty (30) days, the Association may impose an additional fine of one hundred dollars (\$100.00).

Fourth and Subsequent Fines — \$100.00

For each additional thirty (30) day period during which the same violation remains continuously uncorrected, the Association may impose an additional fine of one hundred dollars (\$100.00), subject to all applicable notice, hearing, voting, and procedural requirements.

Repeated Violations

For purposes of this section, a repeated violation means a subsequent occurrence of the same type of violation after the previous violation was corrected or otherwise resolved.

If the same violation recurs within four (4) months after the date the previous violation was documented as corrected or resolved, enforcement shall resume at the next fine level following the most recent fine imposed for that same violation. The repeated violation shall not restart at the First Notice, Second Notice, or a previously imposed fine level during that four (4) month period.

If more than four (4) months have elapsed since the previous violation was corrected or resolved, the subsequent occurrence shall be treated as a new violation and enforcement shall begin again with the First Notice.

Different or unrelated violations shall be treated separately and shall not be combined for purposes of escalating notices or fines.

Correction Before Fine

If a homeowner corrects the violation before a fine is imposed, the matter shall ordinarily be closed without a monetary penalty unless continued enforcement is reasonably warranted because of repeated intentional violations, material harm, or other circumstances recognized by the governing documents or applicable law.

Relationship to Prior Fine Schedule

Upon adoption of this policy, the notice, fine, repeat-violation, and escalation provisions contained in the Association's prior general enforcement policy are superseded and replaced by this section.