

SAPPHIRE LAKES MASTER ASSOCIATION, INC.

RULES AND REGULATIONS

(AMENDED January 18, 2023)

The Rules and Regulations hereinafter enumerated as to the Master Association Common Property and all Recreational Properties and the Units shall apply to and be binding upon all Owners. All Owners shall, at all times, abide by these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, employees, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless the waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. The terms set forth herein shall be defined in the Declaration of Covenants and Restrictions for Sapphire Lakes.

THE MASTER ASSOCIATION RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

- A. Property Manager to maintain a file with all of the violations by building and unit number. Unresolved violations shall be documented and reported, in writing, to the Rules/Regulations Infractions Committee according to the Florida Statutes and the Sapphire Lakes Governing Documents.
- B. The Property Manager will notify the violating Owner in writing of the violation.
- C. Disagreements concerning all violations will be presented to and be judged by the Infractions Committee as outlined in point 18 Enforcement.
- D. Owners are responsible for compliance by their family members, guests, invitees, employees, agents, tenants and lessees with these Rules and Regulations.

2. RECREATIONAL FACILITIES:

The Master Association Common Property, Recreational Properties, and the improvements constructed thereon, are for the exclusive use of Owners of Units and their respective family members, guests, employees, tenants, lessees, agents and invitees. Guests of any Owner shall be permitted to use the Recreational Facilities in accordance with these Rules and

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

Regulations and with proper identification. Any damage to the Recreational Properties and/or to the improvements constructed thereon, caused by any Owner or his family members, guests, tenants, lessees, employees, agents or invitees shall be repaired at the expense of the responsible unit owner.

3. DESTRUCTION OF PROPERTY:

Neither Owners, nor their family members, guests, employees, tenants, lessees, agents and/or invitees shall mark, mar, damage, destroy, deface, or engrave any portion of the Master Association Properties. Owners shall be financially responsible for any such damage.

4. BICYCLES, TRICYCLES, GO-PEDS, AND PERSONAL GOLF CARTS:

A. Shall not be permitted on the tennis courts, bocce courts, inside any pool facility or in any of the "Natural Areas".

B. Shall be placed or stored in the designated areas such as bicycle racks or garages.

C. Bicycles, tricycles, Go-Peds and personal golf carts that are abandoned or in disrepair, on the Common Areas, will be disposed of within (30) days following the posting of a written notice by the Property Manager.

D. Seasonal owners shall store bicycles inside the condo or garage prior to leaving for an extended stay.

E. It is strongly recommended that those using bicycles, tricycles and other wheeled equipment wear a helmet and bicycles should have reflective lights. Bicyclists should follow the same rules of the road as an automobile.

5. ATTIRE:

Owners and their respective family members, guests, tenants, lessees, employees, agents and invitees shall not appear in or use the Recreational Facilities except in appropriate attire including shirts, shorts, pants and footwear that would be acceptable at any public recreation facility.

6. ROLLER SKATES AND SKATEBOARDS:

Roller skates, inline skates and skateboards shall not be permitted on tennis courts, bocce courts or in any pool facilities. Anyone using this type of equipment will give the "right of way" to all pedestrians. The sidewalks and streets shall not be obstructed.

7. SOLICITATION:

There shall be no solicitations, including garage sales, estate sales by any person anywhere within the Sapphire Lakes Community for any cause, charity, religious contacts, political endorsements or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

8. SWIMMING POOLS / RECREATION AREAS:

SMOKING OR VAPOR PRODUCTS ARE NOT PERMITTED AT POOLS, PAVILIONS OR ANY RECREATIONAL AREAS.

Owners and their respective family members, guests, employees, tenants, lessees, agents, and invitees using any swimming pool do so at their own risk and must obey the posted swimming pool rules.

The following basic rules apply to all persons using any swimming pool:

- A. CHILDREN 12 YEARS OF AGE AND YOUNGER MUST BE ACCOMPANIED AND SUPERVISED BY A PARENT OR OTHER RESPONSIBLE PERSON 16 YEARS OF AGE OR OLDER.
- B. POOL WATER TEMPERATURE MUST NOT EXCEED 104 DEGREES.
- C. SWIMMING IS ONLY PERMITTED BETWEEN DAWN AND DUSK.
- D. NO UNIT OWNER, FAMILY MEMBER, GUESTS, EMPLOYEES, TENANTS, LESSEES, AGENTS OR INVITEES' MAY RESERVE OR HAVE EXCLUSIVE USE OF ANY POOL OR RECREATION FACILITY AT ANY TIME.
- E. ALL PERSONS USING ANY POOL MUST BE APPROPRIATELY ATTIRED.
- F. ALL PERSONS MUST SHOWER BEFORE ENTERING THE POOL.
- G. POOL SAFETY EQUIPMENT AND CABLES SHOULD BE KEPT IN PLACE AND ARE NOT TO BE USED EXCEPT FOR THEIR INTENDED PURPOSE.
- H. NO INFLATABLE DEVICES OVER 2 FEET IN DIAMETER ARE ALLOWED. NOODLES AND PERSONAL SWIMMING AIDS ARE ALLOWED.
- I. PETS ARE NOT PERMITTED INSIDE THE POOL FENCE OTHER THAN SERVICE ANIMALS.

HOWEVER, NO ANIMAL MAY ENTER THE POOL WATER.

- J. RUNNING, JUMPING, SKATING, BICYCLING OR THROWING ANY KIND OF ITEM, OR ANY OTHER ACTIVITY THAT CREATES A DANGER OR ANNOYANCE IN THE GENERAL POOL AREA IS PROHIBITED.
- K. IF SUNTAN OIL IS USED, A BEACH TOWEL MUST BE USED TO COVER POOL AND PATIO FURNITURE. OILS BODY LOTIONS AND MINERALS ARE PROHIBITED IN THE POOL.
- L. FOOD & DRINK ARE PROHIBITED ON THE WET DECK AREA WITHIN 4' OF THE POOL. ALL GLASS PRODUCTS ARE PROHIBITED WITHIN THE FENCED IN AREA OF THE POOL.
- M. INCONTINENT PERSONS AND INFANTS NOT YET POTTY TRAINED MUST WEAR PANTS SPECIFICALLY DESIGNED FOR USE IN THE WATER, SUCH AS "LITTLE SWIMMERS" WHILE IN ANY POOL.
- N. ONLY RADIOS WITH HEADPHONES MAY BE USED AT THE POOL.
- O. NO DIVING

9. TENNIS COURTS:

- A. Tennis courts are for tennis and pickleball play only.
- B. Playing on any tennis court constructed as part of the Recreational Facilities is permitted between dawn and dusk.
- C. No one twelve (12) years of age and under shall be permitted to use any tennis court unless accompanied by a parent or other responsible person sixteen (16) years of age or older.
- D. Tennis shoes or sneakers must be used on all tennis courts at all times.
- E. All tennis courts must be left clean by the players upon completion of play.

10. LAKES:

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

- A. Fishing is permitted by residents and guests.
- B. Children twelve (12) years of age and under must be accompanied by another person sixteen (16) years of age or older when fishing in the lakes.
- C. No swimming, inflatable rafts or boating is permitted in the lakes.
- D. Any use of a lake is at the individual's own risk.

11. MOTOR VEHICLES:

A1. No motor vehicle belonging to an Owner and/or the family members, guests, employees, tenants, lessees, agents and invitees shall be parked in such a manner as to impede or prevent access to another Owner's assigned carport parking space.

A2. Anyone operating a motor vehicle within the confines of Sapphire Lakes must be in compliance with Florida State and Federal driving laws.

Owners and their respective family members, guests, employees, tenants, lessees, agents and invitees shall obey the parking regulations posted at the private streets, parking areas and drives, and any other future traffic regulations enacted for the safety, comfort and convenience of the Owners. Failure to comply may be cause for the vehicle to be towed at the owner's expense.

A3. A motor vehicle, that is unable to operate on its own power, will not be permitted to remain within the Sapphire Lakes Community for more than twenty-four (24) hours and no repair of motor vehicles, except for emergency repairs, and shall be made within the Sapphire Lakes Community. Any damage to concrete or black top caused by leaks such as gas or oil from a vehicle is the responsibility of the unit owner to clean up or repair at their own expense.

A4. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Master Association.

A5. Washing of boats shall be limited to the designated area at the tennis courts.

B1. Each carport parking space which is assigned to a particular unit may be used only by the Owner of such Unit, except when the Owner has given written permission for use by a family member, guests, employee, tenant, lessee, agent and/or invitee of such Owner. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked. Identification stickers issued by the Board of Directors shall be displayed on the left rear window of all vehicles.

B2. Sapphire Lakes parking stickers are required for all vehicles parked overnight on the property. Permanent stickers for all owners/annual renters must be displayed on the driver side (rear bumper or rear window) of the vehicle. Temporary stickers for short term guests/seasonal renters must be displayed inside the driver side rear window of the vehicle. Parking stickers can be obtained from the Master Association Property Manager.

C1. No commercial vehicle owned or driven by an Owner shall be parked within the Sapphire Lakes Community for longer than the necessary time to perform a delivery or work for an occupant or unit owner in Sapphire Lakes and in no case will a commercial vehicle be parked after 8:00 PM unless there is an emergency or with prior approval of the Board of Directors. Violators will receive one warning to correct or appeal. After 48 hours a second violation will be written giving cause for the towing of the vehicle at the unit owner's expense.

C2. No boat trailer, camper, mobile home or like vehicle shall be left or stored within the Sapphire Lakes Community except within the confines of a garage. No vehicle, motor home, trailer or boat shall be inhabited while parked on the property. A unit owner may hook up electricity to a vehicle, recreational vehicle, trailer or boat provided the electricity is provided at the unit owner's expense and does not endanger other unit owners, guests, invitees, employees or lessees in the area.

D. No motor vehicle of any kind may be parked overnight on any street in Sapphire Lakes. No motor vehicle of any kind may be parked on the grass. Violators will receive one warning to correct or appeal. After 24 hours a second violation will be written giving cause for the towing of the vehicle at the unit owner's expense.

E. Unit owners loading or unloading recreational vehicles will be permitted a maximum of up to forty-eight (48) hours with notification and approval of the Property Manager.

F. Motorcycles will be subject to the noise and nuisance Rules and Regulations as provided in paragraph 13-C below and must be parked in designated parking spaces or in garages/carports.

F. Unlicensed, disabled and/or expired tagged vehicles parked on the Common Property shall be removed or updated within thirty (30) days or the vehicle may be towed at the Owner's expense.

H. A unit owner may give written permission to another party to use their "assigned" parking space i.e., carport, garage or the driveway in front of their coach/carriage home or villa. A copy of the letter, including the contact information, should also be given to the Sapphire Lakes Property Manager in case a question arises as to ownership. No one can assume a "personal right" to use or assign any parking space other than those assigned to the unit.

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

FAILURE TO COMPLY WITH THE ABOVE MOTOR VEHICLE REGULATIONS WILL RESULT IN THE FOLLOWING:

1. First Violation: Property Manager will issue a Violation Notice giving unit owner/guest 24 to 48 hours to correct.
2. Second Violation of the same nature: Vehicle will be towed at the owner's expense. As mentioned in point one, page one the Property Manager is to maintain a file on all of the Violations by building and by unit number.

12. PETS:

- A. It is a Collier County regulation that all dogs/cats must be leashed. Unit owners, visiting family members, guests, employees, tenants, lessees, agents, and invitees are permitted to walk their pet on the Common Property, except for the courtyards, provided that the pet is on a handheld leash no more than six (6) feet in length and the person walking the pet removes and cleans any area where the pet leaves excrement and disposes of droppings properly. Pet waste should be placed in a sealed plastic bag and placed in the dumpster. Pets shall be kept under such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. No owner/resident shall be permitted to maintain in his/her/their property any animal of a violent temperament or which exhibits aggressive behavior.
- B. Feeding of wild or stray animals, (cats, birds, ducks, geese, alligators, etc.) is not permitted anywhere or at anytime within the Sapphire Lakes community.
- C. Any person who causes or permits any animal to be brought or kept on Common Property shall indemnify and hold harmless the Master Association for any loss, damage or liability which the Master Association may sustain as a result of the presence of such animal on the Master Association Common Property and shall be assessed the costs for damage caused to the Common Property by any pet.
- D. Pets are not allowed within any of the areas of the four fenced pools except for service animals.
- E. NO PETS/ANIMALS OVER 30 POUNDS ARE PERMITTED ON SAPPHIRE LAKES GROUNDS AT ANY TIME.
- F. Dog barking will be subject to the Noise and Nuisance Rules and Regulations. Failure to

keep the pet under control is cause for barring the pet from the community.

13. UNIT OWNER RESPONSIBILITIES:

- A. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Common Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Master Association shall be required of children. Playing shall not be permitted on walkways or parking lots and loud noises will not be tolerated. Playground equipment, picnic tables, toys, sports equipment or other personal property are not permitted overnight on the Common Property outside of the designated recreation/playground areas. Playground activities should be confined to the designated recreation areas. Any damage caused to the landscaped area will be the responsibility of the parents.
- B. No flammable, combustible, explosive fluids or chemical substances may be kept on the Common Property. The Rules and Regulations based on the Golden Gate Fire Department Regulations under Collier County Ordinances 2002-49 are as follows:
1. Individually owned gas barbeques and charcoal barbeques may be stored in DETACHED GARAGES and in the ATTACHED GARAGES of TWO UNIT buildings i.e. villas.
 2. Only barbeques with one (1) pound propane tanks may be stored in the attached garages of FOUR (4) unit buildings. No gas or charcoal grills are permitted on lanais.
 3. Electric barbeques may be stored in all garages and on lanais.
 4. Cooking on propane and charcoal barbeques must be a minimum of 10 feet from any building.

Barbeques of any kind are not permitted on the Sapphire Lakes Common Property overnight, with the following exception: The Board of Directors may approve, gas, charcoal and electric barbeques to be stored and used on a permanent basis in the recreational areas on the Common Property.

- C. NOISE AND NUISANCE: No unit owner shall make disturbing noises on the Common Property or permit his family, employees, agents, tenants, lessees, visitors or invitees to do so. In particular, no unit owner shall play or permit to be played on the Common Property any musical instrument, phonograph, stereo, television, radio or the like in any way that unreasonably disturbs or annoys other unit owners or residents. Pets and motorcycles are also regulated by this rule.

- D1. No signs, advertisements, notices, or lettering may be exhibited, inscribed, painted or affixed in or on any part of the Common Property. Additionally, no awning, canopy, shutter, air conditioning unit or other projection, shall be attached to, hung, displayed or placed on outside walls, doors, balconies, windows or roofs or other parts of the building or on the Common Property.
- D2. "For Sale" signs shall not be permitted on, or in the windows of, vehicles in the Common Property area.
- D3. Displays of the American Flag on the Common Property shall be in accordance with the Florida Statutes.
- D4. Real estate signs displayed for directions to an "Open House" may only be posted on the day of the open house and may not remain overnight. No "For Sale" or "For Rent" signs may be displayed on any structure or home in Sapphire Lakes. No signage may be visible, on the common elements, from any condo or garage. **To hold a Sunday Open House, the Sapphire Lakes Property Manager must be notified before 4:00 pm on THURSDAY of that week.**
- E. No exterior antennae shall be permitted on the Common Property except as authorized in writing by the Board of Directors.
- F. Lawn furniture, including tables, barbecues, hammocks, playground equipment, sporting equipment, toys and other personal property are not permitted on the Common Property overnight, except in the recreation areas or as specifically approved by the Board of Directors.
- G. Unit owners must provide keys and or the lockbox/security code to the Individual Association Property Management Firm for the Master Association Garages and Condo Units. Failure to do so may result in the unit owner being charged for the emergency services of a locksmith.
- H. Trash containers must be stored in the unit owner's garage and not on the Common Property, except for the day(s) when the trash is to be picked up. Trash containers may be placed at the curb at 6:00 PM the night before and must be removed by 6:00 PM on the day of the trash pick up. For those unit owners using dumpsters on the Common Property:
1. Garbage shall be placed in sealed, non-leaking plastic bags.
 2. All cardboard boxes shall be broken down so as to be flat. The flattened cardboard may be placed between the recycle bins so as not to blow away, or they may be placed in the dumpster.

3. Garden waste/plant debris shall be piled or bagged and placed along the roadway for pickup.
4. All unit owners are encouraged to use the recycle bins.
5. Unit owners must retain the services of an outside entity to dispose of large unwanted items, i.e., mattresses, water heaters and furniture. Do not place these items outside of the dumpster containers

14. LANDSCAPING:

- A. Landscaping, including grass, trees, shrubs and plantings on the Common Property, except as noted in 14 B. are maintained by the Master Association. Areas directly around each association will be supervised for the Master, by each individual Association President, within their area, as outlined in the policy approved by the Master Board on November 17, 2010. No alterations or modifications to the existing landscaping, by individual unit owners, are permitted without the approval of the Association President in conjunction with the Master Board.
- B. Individual unit owners may install plantings on the Common Property at their own expense, but only in areas already having plantings (no removal of grass) and only with the prior written approval of the Association President. A copy of the plans must be given to the Master Board. Maintenance of such plantings is the responsibility of the unit owner
- C. Prior to the resale of the unit owner's unit, the seller must have an agreement in writing that the buyer will maintain the plantings installed by the seller or the seller must remove the plantings prior to vacating the premises. The unit owner of record will be held financially liable for removing the existing plants if the buyer does not agree in writing to maintain them. The closing of the sale of property could be delayed.

15. ALTERATIONS:

- A. No exterior or structural modifications to any building on the Common Property may be made by a unit owner until plans have been submitted to the Board of Directors, meet the County Code, and have been approved in writing. The unit owner shall be responsible for all costs and for any damage to other units or to the Master Association Common Property resulting from such alterations, including the cost of returning the property to its original configuration.
- B. HURRICANE SHUTTERS: The installation of hurricane shutters is regulated by the documents of the fifteen individual associations comprising the Sapphire Lakes Master Association.

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

Hurricane shutter specifications shall include the color, style and other factors deemed relevant by the Board but must comply with the applicable building code.

- C. CONTRACTOR HOURS: Resident project hours are Monday through Saturday from 8am to 5pm.

16. STORAGE:

The Common Property of the Master Association, except for garages or other areas specifically designated for such purposes, shall not be used for storage of supplies or other personal property of the unit owners or individual Member Associations.

17. GATE ACCESS POLICY

1. Residents may purchase bar codes and swipe cards, by appointment preferably, at the Gate House Office for \$25.00 by check or \$26.06 (3.5%+\$0.15) by credit card made payable to Sapphire Lakes Master Association. No cash accepted.
2. Residents may be asked to show a valid driver's license or Florida ID, and/or vehicle registration to obtain entry access items.
3. Yearly and seasonal renters will be required to have a current and signed dated lease that has been approved by the Association and processed by their Property Management Company.
4. The owner's name will be placed on the gate display. Only one phone number can be permitted in the gate system whether it be the owner or tenant. Phone number can be changed by management as directed by the owner at any time.
5. Owners or their agent are required to advise management when leases have expired so all tenant bar codes, or necessary swipe cards can be deactivated.
6. The phone entry system works with local and long-distance numbers including Canadian numbers whether the phone number is a cell phone or land line. Unit owners are responsible to get individuals and their vendors into the property with the phone entry system.
7. NO 4-digit vendor codes are to be provided to any resident.
8. When there is a sale, all swipe cards should be left in the unit so the cards could be assigned to the new owner(s). Owners are required to advise the Master Association management on which card numbers are being left and need to be reassigned prior to transfer.
9. The pedestrian walk gate utilizes a 4-digit code (8-6-4-2) for access which may be changed from time to time whenever considered necessary by the Board.
10. All bar codes will be applied to the vehicle at the time of registration in addition to a Sapphire Lakes parking sticker.
11. Bar codes or swipe cards cannot be sent or mailed to anyone.

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

12. Unit owners can purchase additional swipe cards for **\$25.00** each for the following: Condo watchers, pet sitter/walkers or individual condo cleaner etc.
13. If a swipe card is lost, or if anyone that has been given a swipe card from an owner that is no longer welcomed, please notify the Property Manager so that the card can be de-activated.
14. Licensed Realtors who provide a signed listing agreement in Sapphire Lakes may get an 8 AM – 8 PM, 7 day a week code. Open houses are only permitted on Sundays between the hours of 1PM to 4PM *To hold a Sunday Open House, with the entrance gate open, the Sapphire Lakes Property Manager must be notified before 4:00 pm on THURSDAY of that week*

**CHECKS SHOULD BE MADE OUT TO:
SAPPHIRE LAKES MASTER ASSOCIATION
A PROCESSING FEE OF 3.5%+.15 WILL BE APPLIED FOR ALL CREDIT CARD
TRANSACTIONS
NO CASH ACCEPTED**

18. ENFORCEMENT:

Failure of an Owner to comply with these Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall have the right to suspend voting rights and the use of recreational facilities in the event of failure to comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his family members, guests, employees, tenants, lessees, agents or invitees to comply with any covenant, restriction, rule or regulation set forth herein or in the Declaration, or in the Articles of Incorporation or in the By-Laws, provided the following procedures are adhered to:

- A. Procedures - Procedures may include but are not limited to appropriate written notification to the Owner/resident in violation of non-compliance with a time period for compliance to occur. The levying of a fine for non-compliance and/or appropriate legal action including towing the vehicle at owner's expense will be in accordance with Florida Statutes.
- B. Hearing - Any owner/resident has the right to request a hearing before the Board's Rules and Regulation Infractions Committee in order to seek resolution to the alleged non-compliance.
- C. Authority - This Enforcement Policy shall comply with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the Master Association's Governing Documents.

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

- D. VIOLATION LETTER – When a notification of a violation is received, the Sapphire Lakes Property Manager will determine if it is a valid complaint. If so, a letter will be sent informing the homeowner of the violation. The letter will also describe the amount of the potential fine/description of sanction if any and a deadline date when the violation must be corrected. If the homeowner decides to correct the violation, he/she should notify the Property Manager, in writing, indicating the date that the violation has been corrected. The Property Manager will verify that the correction has been made and that it is satisfactory.
- E. HEARING PROCESS – The Sapphire Lakes Infraction Committee is comprised of unit owners who will be responsible for holding a formal hearing with a homeowner who has been notified of a violation of the Sapphire Lakes Rules & Regulations. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days. The homeowner may submit a written request to the Property Manager for a hearing before the Infractions Committee within the time period specified in the violation letter. Failure to do so will forfeit the right to a hearing.

The Infractions Committee will then meet for this hearing with the homeowner present. If the Committee does not agree with the fine, the fine may not be levied. After the hearing, the Infractions Committee will direct the Property Manager to notify the homeowner of the Infractions Committee decision.

No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1000.00. For a first-time violation homeowner compliance by the deadline date will stop the fine process, but still might require payment of damages (if applicable). For repetitive violations of the same nature, a fine may be imposed immediately, as well as damages. If the violation is corrected for a period of time and the same/similar violation reoccurs, the fine will be levied for each daily occurrence (maximum of \$1000.00) without going through the procedural and appeals steps listed above.

The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensees, invitees and tenants.

LEGAL ISSUE – If the fine is not paid in the allotted time period, the Board will authorize the association attorney to pursue civil action. The association may take the violator to court and ask the court to enforce the fine. If the judgment is in favor of the association, the total amount of the fine plus attorney fees may be awarded.

If a unit owner is delinquent in the payment of maintenance fees or assessments a lien may be placed against the property resulting in a possible foreclosure.

The foregoing Rules and Regulations are designed to protect the Sapphire Lakes Unit Owners and to make living in our community more pleasant and comfortable for everyone.

The restrictions imposed are for the mutual benefit of all.