

**SANDY CREEK ESTATES**

**HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS**

Adopted  
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## **SANDY CREEK ESTATES HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**

### **INTRODUCTION:**

The Sandy Creek Estates Homeowners Association Rules and Regulations (hereafter Rules and Regulations) as adopted by the Sandy Creek Estates Homeowners Association (hereafter Association) are in place to ensure that Sandy Creek Estates Subdivision (hereafter Subdivision) remains a pleasant place to live for all residents. The guidelines contained herein exist to preserve and protect the Owners' investment and overall appearance of the Subdivision.

The primary reason in adopting and enforcing the Rules and Regulations is to maintain the financial value of the Subdivision. Many of the restrictions are adopted because history dictates that communities that fail to set standards of conduct for individuals and guidelines for architectural compliance typically decline in value and desirability.

In issuing the Rules and Regulations, the Association has reviewed, interpreted and amplified the information originally contained in the Declaration of Covenants, Conditions and Restrictions (hereafter Declarations), Sandy Creek Estates Homeowners Association Bylaws (hereafter Bylaws), and the Articles of Incorporation (hereafter Articles). These documents may be referred to individually and collectively as the Governing Documents. The Association has attempted to provide the Rules and Regulations in an understandable format, eliminating "legalese" when possible. The Rules and Regulations are an addendum to the Declarations and Bylaws; it is enforceable in a court of law and may be amended from time to time as necessary by the Board of Directors of the Association (hereafter Board) who also holds responsibility for the enforcement of the provisions contained herein.

### **PURPOSE:**

To present a unified effort by the members of the Association in protecting and enhancing the value of the property of the members located in the subdivision known as Sandy Creek Estates Subdivision in the City of Elgin, Kane County, Illinois.

To provide for the maintenance, improvement and beautification of access ways, parkways and all other Common Areas in the Subdivision.

To establish Rules and Regulations which ensure that each Owner maintains their Property at the level of maintenance set forth herein and conducts themselves and their guests in the manner established in the Declarations, Bylaws and Rules and Regulations.

To engage in such other activities as may be of benefit to the Owners of real Property in the Subdivision, as shall be specified from time to time in the Governing Documents.

## **I. USE & OCCUPANCY**

1. The building lots within Sandy Creek Estates shall be used for single family residential purposes only. No house shall be occupied by more than a single family.
2. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as:
  - a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot.
  - b) The business activity conforms to all zoning requirements for the Lots.
  - c) The business activity does not involve persons coming onto the Lots who do not reside in the Lots or door-to-door solicitation of residents of the Lot.
  - d) The business activity is consistent with the residential character of the Lots and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Lots, as may be determined in the sole discretion of the Board.

3. No illegal, noxious or offensive activity shall be permitted on any part of the Property.
4. Leasing is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service, gratuity or emolument.

Lots shall be leased only in their entirety. All leases shall be in writing and shall be for an initial term of no less than 90 days (ninety), except with the prior written consent of the Association. Notice of any lease shall be given to the Association by the Lot Owner within ten (10) days after execution of the lease. The Owner must make available to the lessee copies of the Declarations, Bylaws and Rules and Regulations, and the lessee shall be subject to and shall comply with all the terms thereof.

5. No clotheslines, clothes poles or outside drying of clothes, rugs, or similar items shall be permitted.
6. No refuse pile or other unsightly objects shall be placed or be allowed to remain anywhere on a Lot, other than for regular garbage pickup. No Lot shall be used for the storage of rubbish of any character, nor for the storage of any Property or thing that will cause the Lot to appear in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance thing or material be kept upon any Lot that will emit a foul or obnoxious odor or that causes any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding community, or that will constitute a violation of local, state or federal environmental laws.

The following applies to garbage, trash and waste:

- a) All garbage must be in a tight-fitting container.
- b) Garbage/recycling/landscape waste receptacles should be stored in the garage or other approved shed. However, if necessary, receptacles may be placed in the backyard of a Lot if screened from view of neighboring Lots and adjacent streets. Waste receptacles cannot be placed or stored in any area of the Lot between the front, side, or any part of the residence (including the front side of an attached

garage) and the street. The front side on a corner Lot would be the two sides facing the street.

- c) Receptacles and items may not be placed roadside for pick-up earlier than is dictated by City of Elgin ordinance and must be removed the day of pick-up.

Trash, garbage, rubbish, debris, yard waste or other refuse shall not be deposited or allowed to accumulate or remain on any part of this Subdivision, nor shall any lot deposit the same upon any land or land contiguous thereto.

7. Tents, temporary shacks, inflatables, cooking, picnicking and camping shall be prohibited on the common areas. Tents, temporary shacks, inflatables and camping are also prohibited on any Owner's driveway, front or side yard. However, a temporary tent or inflatable device for the sole enjoyment of the Owner, family members residing in the home and guests of the Owner is allowed in the back yard, but may not remain for longer than seventy-two (72) hours.
8. There shall be no above-ground swimming pools within any Lot. Outdoor Jacuzzis and hot tubs included within a deck or patio and screened from view from neighboring Lots are allowed with prior approval of the Association.
9. No signs or other advertising shall be displayed unless the size, form, and number are approved in writing by the Association. Real estate signs installed by a licensed realtor or Owner must be professional in construction, design, and lettering. Contractor advertising signs will be allowed during the time of construction or improvement, but must be removed immediately upon completion of the work.

Temporary signs for parties or other one-day events may be placed out at the start of the day and removed at the end of the day. Temporary signs do not need prior approval.

Political signs may only be displayed on an Owner's Lot and are not allowed on any Association common area. Such signs may not be displayed more than fourteen (14) days prior to an election and must be removed by the day after the political event.

Political or other temporary signs may not exceed 2' x 3' (feet) in size. A maximum of three (3) signs are permitted.

10. No flagpoles shall be erected on any Owner's Lot or Association Common Area.
11. Seasonal decorations visible from the outside of the building may be installed no earlier than thirty (30) days prior to and shall be removed no later than thirty (30) days after the date of the holiday. All December holiday decorations may be displayed beginning on Thanksgiving Day and shall be removed by January 31 of the next year. Extreme weather conditions or other good cause may create mitigating circumstances that delay removal. Mitigating circumstances are at the sole discretion of the Association.
12. Garage sales, estate sales, and/or the selling of anything outside of one's home are allowed one (1) time per year per Lot. In addition, the Association may authorize and advertise a community garage sale during the month of June, or as otherwise determined. Owners will be given advance notice of dates and times and may

participate as desired.

## **II. ARCHITECTURAL REVIEW AND STANDARDS OF CONSTRUCTION**

In order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the investment of the Property, Lots and Owners any and all improvements located therein shall be subject to the restrictions in Article V of the Declarations. All powers of architectural control are vested in the Board.

1. No grading or construction of a building, fence, wall or other Structure (collectively Structure) shall be commenced, erected, or maintained nor shall any addition to the change or alteration be made (except interior alterations) to the Lot unless and until all necessary permits have been obtained from the City and a request has been submitted to and approved in writing by the Association. A copy of any and all City permits must accompany the request to the Association.
2. All requests for architectural change or alteration must be submitted in their entirety to the Managing Agent who will forward the completed submission to the Association for approval before any work can begin. The completed submission must be received at least thirty (30) days before work is scheduled to begin. The submission date will be determined as the date the request and all supporting documents are received by the Managing Agent. A complete submission for approval includes:
  - a) Completed Alterations and Additions Application
  - b) Sketches of any Structure to be built or installed showing the nature, kind, shape, height, material color scheme, etc.
  - c) Proposed location on Lot drawn on the Owner's Plat of Survey
  - d) Proposed landscaping and modification of the grade of the Lot

The Association shall have the sole and exclusive right to refuse to approve any such preliminary sketches, which are not suitable or desirable for aesthetic or other reasons; and in so passing shall have the right to take into consideration the suitability of the proposed building or Structure with the surroundings, and the design intent of a residential community which may exceed the general standings of the surrounding community.

All completed requests for architectural changes or additions must be reviewed by the Architectural Review Committee and recommended to the Board for approval. The Owner holds full responsibility for submitting a completed and timely request to ensure that any desired alterations and additions meet Owner's and or contractors anticipated start and completion date.

The Owner shall submit a detailed landscaping and grading plan and architectural and final construction plan and specifications relating to the proposed construction. All plant material in any landscape design shall be indigenous to the northeastern Illinois region. The Association shall approve such architectural and construction plans if they are in alignment with the Rules and Regulations in accordance with the Declarations and Articles of the Subdivision.

After any disapproval, an Owner may resubmit amended plans for a like review period to attempt to meet the architectural review criteria. However, no building improvements, or any part, thereof, excluding driveways but including garages, porches, decks and patios shall be erected on any Lot other than wholly within the Building Envelopes, or as otherwise designated by the City ordinance, whichever is more restrictive.

3. Fences are allowed only in the rear yard and from the rear corners of the house forward to the front corners of the house. Side yards from the rear corners of the house forward to the front corners of the house may also be fenced. Fence locations on corner lots may be further restricted due to side yard visibility constraints, side yard setback restrictions, and the location of homes on adjoining properties. Corner Lots will be handled on a case-by-case basis.

All fences must follow City regulations. Owners are asked to consult the City regarding the permit process prior to requesting Association approval.

Fences may not extend over driveways or parking areas or outside of the boundaries of the Lot. In the event existing trees or other obstacles require adjustment to the fence location, the fence shall always be shifted inside the Lot boundary.

Fences on a slope should either stair step evenly with the grade or run parallel to the grade. However, in both situations, the posts must be installed perpendicular to the horizontal line and not the existing grade.

All fences shall be constructed of cedar, black wrought iron, black powder coated aluminum or white/natural-colored heavy-duty ultraviolet resistant PVC only; chain link, metal, rounded rough finished stockade type picket and masonry fencing are prohibited.

No fencing shall be permitted within a landscaping easement maintained by the Association.

The maximum fence height shall be five (5) feet, not including posts.

The preferred style of cedar fencing is cedar straight top, board on board construction. All cedar fence panels shall be constructed of 1" x 6" (inch) vertical board mounted in an alternating fashion on either side of two 2" x 3" (inch) horizontal crosspieces. Each panel shall be mounted between 4" x 4" (inch) posts with decorative caps set in concrete footers on eight (8) foot centers so that the bottom edge of each panel is 3" (inches) above grade. Cedar fencing must be stained within six (6) months of installation. Natural stain colors are permitted; bright or non-natural stain colors are prohibited. Owners should consult with the Board prior to staining. Painting of cedar fencing is prohibited.

Fencing (other than perimeter fencing) used to screen a patio or deck shall not:

- exceed a height of six (6) feet above grade;
- exceed more than fifteen (15) feet from the house wall;
- extend into easement areas; or
- be used to create a structure or enclosure.

No back-to-back fencing shall be installed in the Subdivision. Back-to-back fencing is defined as two fences sharing the same property line.

Gates, if installed, shall be designed to be compatible and complementary to the fence design.

Fences are to be kept in good repair.

4. Storage sheds or other detached buildings on the Lot shall be installed only in the rear of the home and with prior written approval from the Association. Such items shall be installed and maintained according to the City building requirements.

No metal, vinyl or plastic sheds are allowed.

As part of the application process, an explanation of the base and color of the building must be submitted. The shed color must match the color of the residence or an already existing fence. The architecture of a shed or outbuilding shall resemble the architecture of the residence and be in conformance with the general character of the neighborhood. Sheds and outbuildings must include a landscaping plan with the building design.

5. Any Owner whose Lot was provided a retaining wall either by the Builder or any other party is solely responsible for maintaining and repairing and/or replacing these retaining walls.

No Owner shall remove any retaining wall without approval from the City and Association.

The Association holds no responsibility for retaining walls which are not in Common Areas.

6. A satellite dish no larger than one (1) meter or 39.37 inches in diameter may be installed provided that the device is installed or mounted to the extent feasible in locations that are not visible from the street. No freestanding transmission or receiving towers that support satellite dishes larger than one (1) meter in diameter will be permitted within Association Lots. Conventional TV reception antennas may be mounted within enclosed attics of any Lot.
7. Mailboxes, posts and address identification are to be maintained and replaced as necessary by the Owners. Mailboxes and posts shall be black in color with a red flag. Mailbox size is to be approximately nineteen inches (19") long by six and one-quarter inches (6-1/4") wide by eight and three-quarter inches (8-3/4" ) high. Numbering is to be the same size in golden yellow or as close as possible in color. The mailbox must be approved by the USPS. Any other colors or added decorative items attached to the mailbox or post are not acceptable. These mailboxes are currently available at area local homes supply stores. Should the mounting post need replacement, it needs to maintain the same height, color, size and material as the original. These requirements are set by the USPS for rural mail delivery. Additionally, any and all expenses and labor for post repair or replacement are to be shared equally by all Owners who have a postal box mounted on the post.

8. Each Owner shall be responsible for the maintenance and repair of his Lot and the improvements thereon. Each Owner shall maintain his Lot in a neat and trimmed appearance. If the Owner shall fail to perform the maintenance of his own Lot at reasonable times and in a reasonable manner, the Association may, but is not required to perform such maintenance repair. The Association shall provide fourteen (14) days written notice to the offending Owner prior to the Association taking action to correct any of the above situations. Any costs incurred by the Association to correct shall be billed to the Owner and if not paid within thirty (30) days shall constitute a lien against said Property and shall be collectible as provided in the Declarations.

### **III. SUBDIVISION PLAYGROUND**

1. The Subdivision playground is intended for the use of Owners and their families, tenants and guests. Owners should keep the area clean.
2. Playground hours will be from sunrise to sunset.
3. Minors must be accompanied by an adult and parents are responsible for watching their children.
4. No dogs are allowed off leash in the playground area.
5. The Association Managing Agent should be contacted regarding any issues with the playground equipment or general maintenance of the playground.

### **IV. VEHICLES AND TRAFFIC**

The motor vehicle speed within the Subdivision is 30 mph. The speed limit and other traffic laws are enforceable by the Elgin Police Department.

### **V. PETS**

1. All pets must be attended at all times and must not be allowed to run free. All pets must be on a fixed length, hand-held leash not to exceed 10' and physically controlled by the owner or other responsible person while outdoors, off the Owner's Lot.
2. Owners are permitted a maximum number of pets in alignment with City ordinances.
3. No pet shall be allowed to create a nuisance or unreasonable disturbance.
4. Dogs and cats must wear identification tags or collars at all times when on Association property.
5. No pet shall be tied, chained or staked to a building (or part thereof) grounds, plants or other item constituting part of the common elements; placed in a cage upon the common elements, or otherwise left unattended outside any home at any time. Pets are considered restrained within an Owner's Lot with the use of a properly installed electric dog fence and collar.

6. Doghouses and/or dog runs are not permitted in the Subdivision.
7. Pet Owners are responsible for the immediate removal and sanitary disposal of any excrement left by a pet anywhere within the Subdivision (including all sidewalks, other Owner Lots, Common Areas, etc.).
8. Pet owners must care for their own Lots and should remove pet excrement from their Lot in a timely manner.
9. Damage to any Property within the Subdivision caused by a pet will be the responsibility of the Pet's Owner or the Owner responsible for the pet's visit to the premises.
10. Damage to any Property, including but not limited to sod/grass, caused by Pet Owners or guests, in addition to any fine the Board may levy for violations of these rules, will be repaired by the Owner of the pet at their own expense. The repair must be suitable and an acceptable replacement of the damaged area as deemed by the Board.

## **VI. NATURE AREAS AND WETLANDS**

There are several wetlands areas maintained by the Association. All the following uses of the Wetland/Nature Areas are prohibited and restricted:

- The construction, installation, or placement of signs, buildings, fences, walls, or any other structures and/or improvements;
- The dumping or placing of soil or other substances, or materials as landfill or the dumping or placing of trash, waste, lawn refuse, or unsightly or offensive materials;
- The removal or destruction of trees, shrubs, or other vegetation;
- Any activities detrimental to drainage, flood control, water conservation, erosion control, soil preservation, or fish and wildlife habitat preservation; or
- Any water activities including, but not limited to, boating, swimming, fishing, ice skating, etc.

## **VII. ASSESSMENTS**

1. Each Lot in Sandy Creek Estates is subject to an annual maintenance assessment. In addition, should it be deemed necessary, the Association may levy in any assessment year, special assessments applicable to that year only.
2. If such annual assessments are not paid within thirty (30) days, the assessment shall be charged a late fee of \$50.00 (fifty dollars). Additionally, the costs of collection, including, but not limited to, late fees and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien against the Lot. No deal or transfer shall relieve the Lot from liability of any unpaid assessment or from any assessment thereafter becoming due.

## Assessment Collection Policy

ACTION	DATE OF ACTION
1. Assessment Due Date	1. January 1
2. End of Grace Period	2. January 31
3. Statement Advising Owner	3. Monthly
4. Late Fee of \$50.00 (fifty dollars)	4. February 1
5. Notice of Intent to File Forcible Detainer and Eviction Action and Lien	5. April 1
6. File Forcible Detainer and Intention to File is Sent	6. May 1

All of the above actions are to be taken automatically in each and every case. Consistency of application of the Collection Policy will avoid special and unusual application of the Bylaws to delinquent Owners.

Any and all legal fees incurred by the Association in an attempt to collect assessment will be charged to the Owner as provided in the Declarations and Bylaws of the Association.

No Owner may waive or otherwise escape liability for the assessment provided for by non-use or abandonment of his or her Lot.

Any Owner who is delinquent in his or her assessments shall have no power to vote on any matter affecting the Association until such delinquency is fully cured, including the payment of interest and additional costs of collection as noted above.

### VIII. RULES ENFORCEMENT AND FINES POLICY

The Association has the right to enforce the recorded Governing Documents.

This right includes, but is not limited to, requesting an Owner to cease an offending action, suspending the Owner's rights, specially assess, fining the Owner, and taking legal action against the Owner. Owners are responsible for all violations by their family members, tenants, guests and invitees.

Having been made aware of a violation, the Association will act within the Due Process defined below and will take appropriate action against the Owner. In doing so, the Association will consider mitigating circumstances and, therefore, nothing in this section requires the Board or its duly authorized agent to take any action against an Owner.

#### REPORTING VIOLATIONS:

If someone is believed to be in violation of the Association's Governing Documents, a phone call or written complaint may be submitted by any Owner or resident of the Subdivision. The complaint shall be directed to the Managing Agent's Office.

At the request of the complainant, their identity will be kept confidential. A Board member or the Managing Agent will not act upon anonymous complaints without verification.

#### DUE PROCESS:

Prior to the imposition of any fine or individual reimbursement assessment, legal action or other action afforded by the Associations Governing Documents, the Owner shall be given notice and an opportunity to appear in person or in writing before the Board or its duly authorized representative. Due process will be conducted in a consistent manner and requires that fourteen (14) days notice will be given of any hearing. All hearings proceed with or without the presence of the alleged violators so long as proper notice has been sent.

The Owner will be notified in writing of the outcome no less than fourteen (14) days of the hearing. The findings of the hearing will be considered by the Board for further disposition and are considered final and binding on the Owner. In addition to the fine, the Board may assess attorney's fees and costs, if any, associated with the enforcement action.

Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner at the home address, or to such other address as the Owner may have previously filed with the Board.

#### ENFORCEMENT:

##### Warning Notice:

Upon receipt of a complaint the Owner alleged of violation will receive a Warning Notice. The Warning Notice will state the specified time in which to correct the violation, normally fourteen (14) days. The Board will be sent a copy of the complaint and Warning Notice that has been sent to the Owner. For subsequent violations of a complaint and Warning Notice for the same violation type as prior violations no Warning Notice will be sent to the offending Owner.

##### Fine/Hearing Notice:

The Fine/Hearing Notice for any violation that has not been cured within the specified time of the Warning Notice will be sent requesting immediate remedial action. The Notice will include a hearing date at least fourteen (14) days out.

For second, third, or subsequent violations for the same violation type as a prior violation no Warning Notice will be sent to the home in violation. Instead the Board will send a Fine/Hearing Notice within fourteen (14) days establishing the fine amount, and attorney's fees and costs, if any, associated with the enforcement action.

#### SCHEDULE OF FINES:

Fines will be assessed in accordance with the type of Notice and in the amount defined in the schedule below. The amounts specified below indicate the fine only and do not include attorney's fees and costs, if any, associated with the enforcement action.

#### ASSOCIATION FINE STRUCTURE:

To allow the Board to determine a reasonable one-time and/or recurring fine based on the nature of the violation.

FINE	ACTION
Warning Notice of Violation Sent to Owner via Certified Mail	Violation must be corrected within fourteen (14) days of receipt of notice
\$50.00 (fifty dollars) Fine Notice Sent to Owner via Certified Mail	For first offense not corrected within fourteen (14) days of first warning notice
Second Warning Notice of Violation Sent to Owner via Certified Mail	For second, separate offense OR continuing offense of the same violation. Violation must be corrected within fourteen (14) days of receipt of second notice
\$150.00 (one hundred-fifty dollars) Fine Notice Sent to Owner via Certified Mail	For second, separate offense OR continuing offense of the same violation not corrected within fourteen (14) days of second warning notice
Third Warning Notice of Violation Sent to Owner via Certified Mail	For third, separate offense OR continuing offense of the same violation. Violation must be corrected within fourteen (14) days of receipt of third notice
\$300.00 (three hundred dollars) Fine Notice Sent to Owner Via Certified Mail	For third, separate offense OR continuing offense of the same violation not corrected within fourteen (14) days of receipt of third notice
Fines Will Continue to Double	For each violation of the same offense after the third notice, unless a settlement is agreed to with the Owner or a judgment is entered
\$15.00 (fifteen dollars) Per Day	For violations of a continuing nature, such as but not limited to parking or architectural violations, the Board can assess a daily fine until the violation is corrected

If the fine is not paid within thirty (30) days of notification, the account will be placed with the association's attorney for collection. The Association reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner at the time the fines are incurred.

The remedies herein are not exclusive, and the Association may, in addition, take any action provided for in the Association's Governing Documents to prevent or eliminate violations thereof.

No Owner may waive or otherwise escape liability for an assessment by non-use or abandonment.

Any Owner who is delinquent in his or her assessments shall have no power to vote on any matter affecting the Association, cannot serve as a candidate for Board election, and will have any other privileges revoked until such delinquency is fully cured, including the payment of interest and additional costs of collection as noted above.

**CONCLUSION:**

In addition to fines imposed by the City and the rights and remedies discussed in the Declarations and Bylaws, a defaulting Owner will be subject to the Schedule of Fines as detailed in this document. Fines are due and payable upon demand and are subject to the same collection remedies set forth in the Governing Documents and established operating policies.

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association or any person or persons owning any Lot on said land (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provide by law.

The failure of the Association, its successors or assigns, to enforced any covenant or restriction or any obligation, right, power, privilege or authority or reservation herein contained, however, long continue, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

In the event of an emergency such as a natural disaster or civil disorder the president or acting president of the Association, he/she alone, may suspend any portion of this document for the duration of said emergency.

This document does not include all situations or topics covered in the Declarations, Bylaws and Articles. Please refer to these documents for all Rules and Regulations not specified in this document.