

MINUTES OF REGULAR BOARD MEETING
SURFSIDE HOMEOWNERS ASSOCIATION
January 17, 2009

B.O.T. Present: Gene Bowen, Chris Hanson, Cathy Gabrielson, Larry Nelsen, Warren Olson, Walt Platt, Gary Williams

Staff Present: Barbara Robinson, Dinah McCreddie, Jim Meyers, Larry Clark, Bob Haskin, Ginger Byrd

B.O.T. Absent: Jim Flood

President Warren Olson called the meeting to order at 9:00 a.m. and opened with an invitation for Floor Comments:

Floor Comments: George Miller would like board to re-consider the “useful item leave off” practice, along the fence at the compactor, as some members enjoyed this and considered it a benefit of Surfside. Discussion regarding the reasoning for this decision occurred, including obstruction of vehicles during busy compactor times and Surfside costs incurred for hauling away unusable items.

Georgia Mourikis announced that the March newsletter is in process and stated that an article about members learning to live in harmony with waterway type is needed. Additionally, she requested that the Skating Lake Cabana septic tank exposure be addressed. Robinson stated there are plans to obtain a permit to work on this next week.

Adoption of Agenda and Approval of Minutes: The agenda was approved and adopted with the following additions: (1) Added as a sub point underneath item “K. Fish and Waterways Management Committee”; Mary Murrell and Cissy Hepburn are nominated and accepted as new co-chairs of the Fish and Waterways Committee. (2) Added as Item “C” under “Old Business”, “Updated Version of the Fine policy, Including New Language of Maximum Fee.”

The minutes from the Special Board of Trustees Meeting of November 22, 2008, were accepted and approved as separated from the November 22, 2008 Membership Meeting minutes. The membership meeting minutes are accepted, but will not be approved until the next membership meeting. The minutes of the December 13, 2008 Board of Trustees Special Board Meeting were accepted and with the addition of the correction on the fourth page, at the bottom of Treasurers report. See Appendix A.

Olson explained that in the future all changes to policy will always be noted within the minutes in the future.

OLD BUSINESS:

Board Policy – Review proposed Board Policy regarding work in the road right-of-way and on Surfside owned property for

construction/maintenance/repair projects: Surfside's responsibility to replace items in the right-of-way was reiterated, in that we will replace gravel to make the driveway drivable and mailboxes only. The wording regarding the extent of how the mailboxes will be replaced will be changed.

WILLIAMS MOVED TO ADD THE WORDS "TO FUNCTIONAL USE" TO REPLACING THE MAILBOXES TO THE RIGHT-OF-WAY POLICY. 8-1, MURRELL OPPOSED. MOTION CARRIED.

Update on Confirmation of County Responsibility for Beach Outfalls and I-Lane Agreement: Incoming correspondence from the county was read at the meeting. Sam Jacobs will be consulted regarding whether or not this letter is sufficient to cover any liability of Surfside.

Updated Version of the Fine policy, Including New Language of Maximum

Fee: The language of the fine policy (Section 2.4) was provided by Sam Jacobs with regard to maximum fines imposed and will be included in the policy. Meyers disagreed with the recommendation to change section 2.3. and the board agreed with Meyers.

BOWEN MOVED TO AMMEND THE FINE POLICY, SECTION 2.4 BY ADDING THE LANAGUAGE PROVIDED BY SAM JACOBS (SEE APPENDIX B) AND TO ADD, IN ADDITION TO THIS LANGUAGE, THE WORDS "AGAINST ANY MEMBERSHIP IN ANY CALENDAR YEAR." (SEE APPENDIX B) 8-1, MURRELL ABSTAINED. MOTION CARRIED.

NEW BUSINESS:

Board Policy – Review proposed policy to accept and manage donations in a Surfside asset account (Robinson):

Bowen and Robinson created a donations policy which would allow donation funds to be controlled and kept safely for future expenditures.

BOWEN MOVED TO ADOPT THE DONATION POLICY AS WRITTEN, GABRIELSON SECONDED.

Prior to taking a vote, some discussion of the wording of this policy, changing "control of funds" to "safe keeping of funds" occurred. Tax consequences were also a concern. Therefore, prior to the adoption of this policy, five questions will be asked of Sam Jacobs, and Jim Lanzarotta as follows: 1) What is the impact to Surf side's tax status with absorbing funds that were not spent by a committee

that has become inactive by dissolution or other circumstance and thereby incorporating the unspent funds into our General Fund? 2) Is the policy as written consistent with the Surfside Bylaws and Articles of Incorporation? 3) Is there an issue with co-mingling funds? 4) Should it be set up as a separate account by each committee, where the committee takes the responsibility? 5) Should the money be held in trust or should Surfside act as the custodian? Robinson plans to follow up with this for the next board meeting. No vote was taken.

Communication: Bob Haskin's explained the letter which came from Environmental Protection Agency of the State of Washington, re: byproducts and disinfections in the water, which has been solved with adequate testing. Additionally, a letter was received from Thomas Pors, the Water Rights Attorney of a summary of his research of water rights and the resulting suggestions for the six year water plan, which will be reviewed at the next board meeting. A copy of this letter will be mailed to Jim Flood.

Meetings and Contacts: Robinson met with Pacific County with regard to Emergency Procedures, to go over Surfside priorities and assets in the event of specific natural disasters.

Water/Field Services Manager: See report. Haskin stated that he has met with RH2 a private, fee for service, engineering planning firm as well as Evergreen Rural Water. These meetings were to discuss the needs of our water system and possible recommendations for the future to address problem areas.

Architectural Committee: The "Same Materials Committee" has been working on a covenant change, attempting to make limited changes which do not involve a membership vote to clarify this covenant. Sam Jacobs has been consulted regarding the most recent changes proposed by this committee and he plans to respond with a memo explaining what changes are allowed without membership vote. The Architectural Committee is also reviewing septic tanks language of the covenants to enable water department approval without the need for committee approval.

Community Relations Committee: Clarification of where this year's annual meeting will be held was discussed. Space is reserved at Ocean Beach Elementary School, however, Rod Run facility is being researched as it may be more appropriate, since food and beverages cannot be served at the school space. Whether or not food will be agreed upon is a matter for the future depending on the facility rented. Murrell questioned the committee's tentative plans of sponsoring a Surfside Haunted House in October, due to possible competition with Fire Department's Haunted House.

Tree Committee: Hanson is the B.O.T. assigned to the Tree Committee and not Nelsen which should be reflected on the agenda. McCreddie will make this

change. Complaints are being taken care of in a semi-timely manner and Chief Brundage will be providing the committee with a report on fire suppression of beach grass and brush around the homes.

Treasurers Report: The previously reported \$20,000 lack of income to cover budgeted expenses projected at last meeting, has now changed to a positive \$365.44. The projected operating loss discussed at the December meeting was just that, a projection based on what was known or believed at the time.

BOWEN MOVED TO APPROVE CHECK NUMBER 16183 IN THE AMOUNT OF \$37.45 PAYABLE TO GEORGIA MOURKIS, CHECK NUMBER 16184 IN THE AMOUNT OF \$169.51 PAYABLE TO JOHN REICHENBACH AND CHECK NUMBER 16189 IN THE AMOUNT OF \$24.61 ALL FOR THE VOLUNTEER APPRECIATION DINNER TO COME FROM CONTINGENCY. WILLIAMS SECONDED. MOTION CARRIED UNANIMOUSLY.

BOWEN MOVED TO APPROVE CHECK NUMBERS 16159 IN THE AMOUNT OF \$202.68 PAYABLE TO OMAN & SON & CHECK NUMBER 16212 IN THE AMOUNT OF \$28,316.70 PAYABLE TO WESTERN WOOD STRUCTURES BOTH FOR FOOTBRIDGE REPLACEMENT AND THE TRANSFER OF FUNDS. MURRELL SECONDED. MOTION CARRIED UNANIMOUSLY.

Byrd explained certain line items of the Treasurers Report. Reichenbach suggested consolidating trips and purchasing supplies, etc., from providers such as Home Depot where prices are generally more competitive, and this is currently the staff's practice. Dues are closely matched to last year, at \$390,000, but this amount fluctuates from higher to lower than last year, from week to week.

Compactor/RV Storage: The board determined that usable recyclables will again be allowed to be dropped off at the compactor fence area, as was done before, for the next 30 days. The compactor staff will attempt to control this practice to ensure that nothing stays in that area for too long and that unusable items will not be left. Nelsen provided a summary of the research and membership poll which he recently obtained.

Land and Buildings: George Miller the chair of this committee has started the process of inspecting all Surfside buildings, using a checklist for repair and/or safety issues. The objective of this committee is to try to save Surfside assets over time. A policy of rating repair and maintenance/improvement and identifying emergency items is in process. It is the General Manager's responsibility to ultimately determine what is an emergency/priority and in what order the crew will maintain/repair.

Fish and Waterways Committee: Reichenbach will be traveling a lot this summer and therefore is resigning as the temporary chair of the committee and a new chair must be approved.

WILLIAMS MOVED THAT MARY MURRELL AND CISSY HEPBURN BE APPROVED AS CO-CHAIRS OF FISH AND WATERWAYS COMMITTEE REPLACING JOHN REICHENBACH WHO HAS BEEN SERVING AS THE TEMPORARY CHAIR. GABRIELSON SECONDED. MURRELL ABSTAINED. MOTION CARRIED.

The new co-chairs do not live at Surfside fulltime and therefore, meetings will occur on the weekends of the board meeting when both co-chairs are here. Some problems occurred in the past with regard to staff support to the committee; however, this is not expected in the future.

IT Report: The web manager, Larry Kennedy, cautioned us against having an open forum for members to express concerns/comments and suggestions on a worldwide website. Additionally, Surfside currently provides several methods of allowing members to express concerns and suggestions, including an email on the web, open board meetings and the Concerned Citizens Committee.

Emergency Management Committee: Discussion regarding whether or not a ham radio will be placed at the Surfside “warming station” here at the Community Room, is in process, between Chief Brundage and Haskin. Jack Mercer and Bob Haskin are certified ham radio operators.

Safety Program: Safety films are being reviewed with the most current, “Avoiding Danger Zones” recently showed to the Water/Field crew. Safety policies involving clothing are being enforced. On the job injuries/accident report process will be addressed at next meeting.

Insurance Committee: Overall insurance costs will increase \$314 from last year but will also result in better coverage. The increase was less than expected. Signage for swimming helps to reduce insurance costs as well as submitting a form stating Surfside has no need or has never requested terrorism coverage.

MURRELL MOVED TO ACCEPT THE COMMITTEE REPORTS. NELSEN SECONDED. MOTION CARRIED UNANIMOUSLY.

Floor Comments: Reichenbach requested current information about the Concerned Citizens Committee, and was informed a meeting is scheduled for February 14, 2009. Bowen thanked the staff for their efforts on getting the reports to the board for review prior to board meeting, as it makes the board process much easier.

The meeting adjourned to closed session at 12:15 and reconvened to regular session at 1:15.

GABRIELSON MOVED TO ADJOURN THE MEETING AT 1:15 P.M. MURRELL
SECONDED. MOTION CARRIED UNANIMOUSLY.

Warren Olson, President to the Board

Gary Williams, Exec. Committee Secretary

Dinah McCreddie, Recording Secretary

Appendix A: Any changes as of the 01/17/09 board meeting are **bolded, underlined and appear in italics.**

Page 3 of 12/13/08 Board Minutes.

Treasurers Report: The question was asked as to whether or not we know why people haven't paid their dues in 2008. Byrd explained that most of the people who haven't paid also haven't contacted us and generally these people ignore our contacts as well. In the past all people have paid prior to foreclosure proceedings.

Bowen explained gain and loss of operations. It has been discovered in budget process that the collection of assessments in contingency funds was not collected from the members, which has caused a deficit in operational funds of \$20,802. Operational reserve money will be used to fund 2008 carry-over items, but the reserves will be fairly depleted. Unnecessary spending for the rest of the year should be curtailed. Carry over into 2009 operations will occur. There will be changes internally with regard to expenditures, including the use of overtime. Salary adjustments may be held off until March 1 and paid retroactively depending upon the payment of membership dues.

BOWEN MOVED TO APPROVE CHECK NUMBERS 16077 IN THE AMOUNT OF \$74.38 PAYABLE TO BUSY BEEZ, DEBIT TRANSACTION IN THE AMOUNT OF \$191.47 TO ORIENTAL TRADING COMPANY AND DEBIT TRANSACTION IN THE AMOUNT OF \$90.53 TO CANDY WAREHOUSE ALL FOR VOLUNTEER APPRECIATION DINNER TO COME FROM CONTINGENCY.

BOWEN MOVED TO APPROVE CHECK NUMBER 16139 IN THE AMOUNT OF \$8,624.00 PAYABLE TO OCEAN PARK ROOFING FOR WAREHOUSE ROOF TO COME FROM RESERVE FUND AND TRANSFER OF FUNDS.

BOWEN MOVED TO APPROVE CHECK NUMBERS 16095 IN THE AMOUNT OF \$474.32 PAYABLE TO OCEAN PARK ROOFING FOR WAREHOUSE ROOF TO COME FROM RESERVE FUND AND TRANSFER OF FUNDS.

MOTION TO CARRY OVER THE FOLLOWING INTO 2009 FOR EXPENDITURE;

- 1 \$1,500 FOR THE 2009 FISHING DERBY
- 2 \$20,000.00 FOR THE WATER DEPARTMENT GENERATOR BUILDING
- 3 \$3,000.000 FOR THE BUSINESS OFFICE TERMITE TREATMENT.

Olson asked that termite treatment not be included in the carry-over amount as it was not a planned, budgeted use of funds in 2008. No objection to the recommended amendment.

Appendix B: Any changes as of the 01/17/09 board meeting are ***bolded, underlined and appear in italics.***

BOARD POLICY

WORK IN THE ROAD RIGHTS-OF WAY AND ON SURFSIDE-OWNED PROPERTY

The Surfside Water Department, under the supervision of the Water/Field Services Manager is empowered to construct and/or replace water mains, water services and other Surfside Water Distribution System equipment that may be located in the road right-of-way.

The Surfside Water Department is also empowered to construct, repair/replace and maintain utilities/water distribution system equipment on Surfside-owned properties.

In the course of construction, maintenance, repair or replacement of utilities in road rights-of-way, there may be obstructions placed or constructed by property owners that will require removal in order to complete work necessary.

Owners of the any property within the Surfside Water Service Area shall be required to remove any and all existing improvements or obstructions that may be necessary in order to construct water mains or perform repair, replacement or maintenance of water system facilities or water system related projects. This requirement applies to both planned construction activities and emergency activities that may occur.

Surfside shall provide advance written notice to owners of pending construction projects adjacent to their property and that possible existing private improvements or obstructions associated with their property may be located within the right-of-way and will be impacted by any construction project. However, emergency repairs that require removal of obstructions or improvements existing in the right-of-way by the Surfside Water/Field Services crew may be done without the notification to property owners to make all necessary repairs.

Property owners shall remove all obstructions and/or improvements at their own expense. If the owner fails to remove such obstruction or improvement in a timely manner, Surfside has the authority to remove said obstruction or improvement and may assess the owner any costs incurred as part of the required work. Surfside shall not be responsible to replace any obstruction or improvement in the road right-of-way or on any Surfside-owned property that may be required in conjunction with water distribution system construction, maintenance or repairs; EXCEPT that existing driveways will be replaced with gravel or like material to allow functional use of the driveway portion within the right-of-way. No existing asphalt or concrete surfaces will be replaced at Surfside expense. Surfside will replace mail boxes **to functional use** that are required to be removed in conjunction with any construction or maintenance/repair projects. Where roadway improvements other than standard paving are encountered, Surfside may consult with Pacific County prior to any working being done.

Surfside is not and will not be liable for the cost for any repairs for any damage or destruction of private improvements that are located in the road right-of-way.

Appendix C: Any changes as of the 01/17/09 board meeting are **bolded, underlined and appear in italics.**

SURFSIDE HOMEOWNERS ASSOCIATION

BOARD POLICY

PROCEDURES AND SCHEDULE OF FINES

INTRODUCTION

Article 6 of the Restrictive Covenants of Surfside Estates contains procedures for enforcement of the Covenants. Section 6.4 of the Covenants states as follows:

“6.4 Fines. The Association may impose fines for violation of these covenants consistent with a schedule of fines adopted by the Board. The Board may establish procedures regarding fines, and appoint personnel (members, employees or others) with the authority to impose fines. If a fine is imposed, a letter will be sent to the owner subject to the fine which includes the following information: a) the amount of the fine; b) the reason for the fine; c) a statement that the fine may be appealed to the Appeal Process (defined below) within twenty one (21) days of the date of the letter; and d) a statement that, if the fine is not appealed, it will be deemed to be valid and will constitute a lien on the owner’s parcel.”

Section 64.38.020 of the *Revised Code of Washington* states that one of the powers of the Association is as follows:

“(11) Impose and collect charges for late payments of assessments and, after notice and an opportunity to be heard by the board of directors or by the representative designated by the board of directors and in accordance with the procedures as provided in the bylaws or rules and regulations adopted by the board of directors, levy reasonable fines in accordance with a previously established schedule adopted by the board of directors and furnished to the owners for violation of the bylaws, rules, and regulations of the association.”

This Policy is intended to implement Section 6.4 of the Covenants consistent with this provision of state law.

1. General Fine Procedures

- 1.1. This Policy is intended to supplement the procedures in the Covenants and does not supersede the Covenants.
- 1.2. Except in the case of an emergency as determined by the Authorized Personnel (as defined below) a warning letter (the "Warning Letter") will be sent out before a fine is imposed advising the member that a fine will be imposed if the violation is not corrected, or if the violation is repeated, as the case may be, within a specified time.
- 1.3. If the Warning Letter is not complied with, or in the case of emergency as determined by the Authorized Personnel, the Authorized Personnel shall issue a fine letter (the "Fine Letter") containing the information required by the Covenants as well as other information determined appropriate by the Authorized Personnel sending the Fine Letter.
- 1.4. All Warning Letters and Fine Letters will be sent as required in Section 6.6 of the Covenants. The Authorized Personnel may, but is not required to, send a copy of any Warning Letter or Fine Letter to the member at such other address or in such other manner as the Authorized Personnel determines to be appropriate, but failure to do so shall not in any way affect the validity of the letter or the fine imposed. The twenty one (21) day time period to appeal a fine will commence on the day the Fine Letter is mailed.
- 1.5. Fines shall be paid by mail or in person at the business office of the Association. The Association shall issue a receipt for the payment of any fine. Under no circumstances may a fine be paid directly to the Authorized Personnel outside the business office of the Association.
- 1.6. A fine may be appealed consistent with the Covenants. A fine constitutes a lien on the lot or lots owned by the member under the jurisdiction of the Association, and failure to pay a fine may result in legal action being initiated.
- 1.7. The imposition and/or payment of a fine in no way relieves the member of the obligation to comply with the Covenants, and the Association has the right to enforce the Covenants, in addition to the imposition and collection of fines, as established in the Covenants.
- 1.8. The Board hereby appoints the following personnel to impose fines pursuant to Section 6.4 of the Covenants, which personnel shall be referred to in this Policy as the "Authorized Personnel":
 - 1.8.1. The Compliance Officer of the Association or other employee(s) of the Association whose duties include enforcement of the Covenants.
 - 1.8.2. The chairperson of any committee of the Association if that committee has been specifically charged by the Board with enforcement of the specific Covenant for which a fine is imposed.

- 1.9. Warning Letters, Fine Letters and other letters authorized by this Policy may be signed by the Authorized Personnel, by the General Manager of the Association or by the President or other specifically authorized Trustee of the Association.
 - 1.10. The Authorized Personnel shall keep records documenting the violation and containing the Warning Letter, the Fine Letter and other correspondence and information regarding the violation, but failure to maintain such records will not invalidate any fine that is imposed.
 - 1.11. The Authorized Personnel has discretion in the performance of authority and responsibility under this Policy and Section 6.4 of the Covenants. This includes, but is not limited to, discretion regarding how to investigate an alleged violation, the frequency of investigating an alleged violation and, except as otherwise specified in the Covenants or this Policy, whether a series of related actions or inactions represents one or multiple violations.
 - 1.12. In an appropriate circumstance, as determined by the General Manager or President of the Association, the Association may, at any time, enter into a compliance agreement with a member regarding a Covenant violation and/or to obtain compliance with the Covenants on that member's lot or lots. This compliance agreement may either be in written form, signed by the member and the Authorized Personnel, or in oral form if the substance of the agreement is contained in a letter sent by the Authorized Personnel to the member. This compliance agreement may include, among other things, waiving fines for violation of the Covenants if the member complies with the agreement. However, each compliance agreement must require that if it is not complied with all fines for violations as established in this Policy shall be imposed and collected.
 - 1.13. In the event of any inconsistency between the provisions of Section 1 (General Fine Procedures) of this Policy and the provisions of another Section of this Policy related to fines for violations of a specific Covenant provision, the provisions in the other Sections of this Policy shall prevail with respect to violation of that covenant provision.
2. Fines Pertaining to Pets (Section 5.14 of the Covenants)
 - 2.1. Section 5.14 of the Covenants states as follows: "Pets and their behavior are the responsibility of the owner and shall be maintained in such a manner as not to adversely affect others. Dogs are to be confined to the owner's property or kept on leash. Excrement dropped while on leash is to be cleaned up immediately. Incessant or prolonged intermittent barking is prohibited. Animals whose behavior threatens members of the public are prohibited and the Association may direct the owner to permanently remove the

animal from any lot in Surfside Estates. (See also Section 2.3)."

The provisions of this Section 2 establish the fine schedule and related procedures regarding this Covenant provision.

- 2.2. The Warning Letter shall state that failure to correct a violation within a specified time and/or any further violation of any portion of Covenant Section 5.14 will result in further action consistent with this Policy. The Warning Letter shall include the fine schedule for violation of Covenant Section 5.14 established in this Policy.
- 2.3. If the violation is not corrected within the time specified in the Warning Letter or if there is a subsequent violation of any portion of Section 5.14 of the Covenants, the Authorized Personnel shall send a second Warning Letter. If the violation is not corrected within the time specified in the second Warning Letter or if there is any subsequent violation of any portion of Section 5.14 of the Covenants, the fine specified in Subsection 2.3 of this Policy shall be imposed. However, no fine will be imposed for violation of Section 5.14 of the Covenants unless there have been a total of at least two Warning Letters and/or fines imposed on that member for violation of Section 5.14 of the Covenants within 12 months immediately prior to the violation.
- 2.4. Subject to the provisions of Section 2.3 of this Policy, the fine for violations of Section 5.14 of the Covenants is \$50.00 per day for each day in which any violation of that Section occurs. **However, no more than \$500.00 in fines may be imposed against any membership in any calendar year.** The Authorized Personnel may send a Fine Letter for each day in which a violation occurs, or may send a Fine Letter which covers a period of time in which multiple violations occurred, not to exceed 90 days. In any event, the time to appeal the fine shall commence on the date the Fine Letter imposing the fine is mailed.
- 2.5. The Association reserves the right to report matters which constitute violations of Section 5.14 of the Covenants as well as applicable law to the appropriate governmental authorities. This includes, but is not necessarily limited to, animals whose behavior threatens members. The Association may also require that an animal be permanently removed from any lot under the jurisdiction of the Association.

3. Fines Pertaining to Tree Height (Section 2.16 of the Covenants)

- 3.1. Section 2.16 of the Covenants mandates that tree height be limited to the height established in the Covenants for the house or other structure on the lot. The provisions of this Section 3 establish the fine schedule and related procedures regarding this Covenant provision.
- 3.2. Prior to sending any Warning Letter, the Authorized Personnel may, but is not required to, send a letter notifying the member that the

trees or other vegetation on that member's property is in violation of the Covenants and requesting that the member propose a plan, including a final date for compliance, to bring the member's lot into compliance with Section 2.16 of the Covenants. This letter shall request a response within twenty-one (21) days. If the member does not respond within twenty-one (21) days or if the Authorized Personnel is not able to work out a satisfactory compliance plan with the member, then Authorized Personnel shall send the Warning Letter.

- 3.3. The Warning Letter shall state that a fine will be imposed unless the member brings the vegetation on the member's lot or lots into compliance with Section 2.16 of the Covenants within a specified time. Unless the Authorized Personnel determines that another date is more appropriate, this compliance date shall be the date which is ninety (90) days after the date of the letter described in Subsection 3.1 above, or if no such letter was sent, ninety (90) days after the date of the Warning Letter. The Warning Letter shall include the fine schedule for violation of Covenant Section 2.16 established in this Policy.
 - 3.4. If the violation has not been corrected within the time specified in the Warning Letter, the following fines shall be imposed:
 - 3.4.1. \$10.00 per day for each lot containing any vegetation in violation of Section 2.16 of the Covenants for thirty (30) days.
 - 3.4.2. Commencing on the 31st day, and continuing until the lot is brought into conformance with Section 2.16 of the Covenants, \$15.00 per day for each lot containing any vegetation in violation of Section 2.16 of the Covenants.
 - 3.5. The Board specifically finds that extenuating circumstances exist which justify, in some circumstances, establishing a compliance date for violations of Section 2.16 of the Covenants beyond the twenty one (21) day period of Section 6.3d of the Covenants.
4. Fines Pertaining to RV (Section 2.9a of the Covenants)
 - 4.1. Section 2.09 of the Covenants mandates that recreational vehicles (RV's) must be registered, licensed, and maintained in a mobile condition at all times, and shall only be used as specified. The provisions of this Section 2.9a establish the fine schedule and related procedures regarding this Covenant provision.
 - 4.2. RV fines require a written 10 day warning letter to correct the complaint. Fines will begin on the 11th day after the letter. If the violation has not been corrected within the time specified in the Warning Letter, the following fines shall be imposed:
 - 4.2.1. A fine of \$10.00 per day is assessed for each lot with a violation of Section 2.9 of the Covenants for thirty (30) days.

- 4.2.2. Commencing on the 31st day and continuing until the violation is brought into conformance with Section 2.9 of the Covenants, \$15.00 per day for each lot containing any violation of Section 2.9 of the Covenants.
- 4.3. The Board may find that extenuating circumstances exist, which justify, in some circumstances, establishing a compliance date for violations of Section 2.16 of the Covenants beyond the twenty-one (21) day period of Section 6.3d of the Covenants.