



WHITEFISH

THE LAKES MASTER HOMEOWNERS
ASSOCIATION

Rules and Regulations

ADOPTED JUNE 18, 2020

Membership in The Lakes Homeowners' Association is mandatory for all Lakes property owners. When you become a property owner in The Lakes, you agree to abide by the rules and regulations as set forth by The Lakes HOA governing documents. These rules provide a basis for protecting each member's equity in The Lakes community and establish a framework within which people can live in a harmonious residential environment.

Our rules and regulations include:

- 1) Enforcing the community's maintenance standards, policies and rules in a fair and equitable manner.
- 2) Protecting, enhancing, and promoting the purposes of The Lakes HOA.
- 3) Governing the use of common areas and amenities.
- 4) Establishing architectural guidelines and design standards to ensure compliance with the overall design scheme of the community (ARC).
- 5) Establishing rules for the use of all common facilities.
- 6) Protecting and preserving the property and assets of the Association and its owners.

These rules supplement the standards set forth in our covenants. If a conflict should arise between the Rules & Regulations and any other covenants, the covenants shall prevail.

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1.0 General Rules

1.1 Parking

Vehicles may not be parked in public or common areas so as to obstruct passage, ingress or egress of other vehicles or persons on the property. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the property. There shall be no parking or routes of passage across any other portions of the property, including all lawn areas and sidewalks. Parking must comply with all applicable governmental laws, ordinances and regulations.

1.2 Other Parking/Storage

No storage of goods, motor vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers and recreational vehicles shall be referred to as "Vehicles.") This provision shall not exclude temporary (less than 72 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots, unless the Owner has received prior permission from the Board to have such Vehicles parked for a longer period. This paragraph is not meant to disallow permanent (more than 72 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles must be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Architectural Control Committee. Upon forty-eight (48) hours' notice to the Owner of an improperly parked or stored Vehicle, the Board has the authority to have towed, at the Owner's expense, any such Vehicles, unless the Owner has obtained permission from the Board to have the Vehicle so parked or stored.

1.3 Fireworks

Residents may discharge fireworks, in accordance with city code 9-1-6, between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. each day July 3 through July 4 of each year. Residents are responsible for cleaning up debris from their display.

1.3 Pets

No animals, other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot. Animals shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. The person accompanying the animal must remove animal waste deposited on lawns and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times.

1. Pet owners/caregivers must complete a Pet Registration Form.
2. No animals of any kind, shall be raised, bred or kept on any Lot, excepting that dogs, cats and other small domestic animals may be kept and raised, but not for commercial purposes. (Omnibus IV, 5)
3. Permitted animals, not exceeding two (2) adult animals (Omnibus IV, 5), must be confined to the Lot of their owner and not permitted to run at large. (City Code 5-3-5)
4. Pets in all common areas must be under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier. (City Code 5-3-5)
5. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.

6. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in a trash receptacle (See City Code 5-3-6-B).
7. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. (Also see City Code Chapter 3)
Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make continuously loud noise, frequent barking, howling, nipping or yelping.
 - c. Pets who relieve themselves on another owner's property and the owner does not pick-up after the pet or if the act of doing so causes damage to another owner's property.
 - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - e. Pets who are conspicuously unclean or parasite infested.
8. Owners are responsible for the pets of guests who visit; such pets are subject to the same restrictions as owner pets.
9. All dogs must be licensed and vaccinated, as per the City of Whitefish (See City Code Chapter 3).

1.3a Enforcement

Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the (board of directors, managing agent, resident manager, etc.). If the board is in agreement with such complaint, the pet owners will receive written notice of the violation. If upon the (3) three violation(s) the problem is still unresolved, arrangements will be made for a hearing. (At the board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The board of directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the community and its residents. If so determined, the pet owner will have (30) thirty days to remove the pet from the premises. The board of directors also has the authority to assess and collect fines for violations of the rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects or any nuisance.

1.4 Owner Contact Information

All homeowners are required to provide current phone numbers and email addresses to the Association Manager. This information will be used only by the Board, management and/or the ARC for association business. No phone numbers or email addresses will be given to or shared with any other party.

A voluntary Homeowners Directory will be published and made available to all owners. The directory is intended for the use of The Lakes Homeowners. The information is not to be shared with other parties nor should it be used as a means to solicit products or services.

2.0 Snow Removal

The Lakes HOA is subject to the City of Whitefish Snow Removal Policy.

2.1 Roadways

Snow removal on the roadways is the responsibility of the City. The City uses a tiered priority schedule that can be viewed on their website <http://www.cityofwhitefish.org/public-works/public-works.php>. Keep up to date on Whitefish municipal infrastructure by following their Facebook page <https://www.facebook.com/WhitefishPublicWorks/>.

2.2 Alleys

Snow removal in the alleys is also the responsibility of the City. The alleys are on the last tier of priority and may not be cleared in a timely manner. Therefore, The Lakes HOA will determine within 48hrs of the end of a snow event if it is necessary to bring in an outside contractor to remove the snow in the alleys.

2.3 Sidewalks

According to the City, Lakes HOA owners and/or tenants are responsible for keeping all sidewalks clear of ice, snow, and slush. However, because of the number of absentee owners in the winter and for continuity, The Lakes HOA provides a reasonable level of sidewalk snow removal for the community. Owners take any and all responsibility to landscape damage done on their property.

The sidewalk areas of the community that The Lakes HOA clears are (listed in order by priority):

- The Canoe Club sidewalks and parking lot
- The sidewalks of the residential neighborhoods north of the Monterra and along River Lakes Drive
- The Path along River Lakes Parkway from the River Lakes Drive to The Springs
- The four mailbox locations in The Lakes Neighborhood
- The Path parallel to Kallner Lane
- The path along River Lakes Parkway from The Springs east to JP Road
- Fire hydrants accesses

The Lakes HOA will begin clearing sidewalks within 24 hours of a snow event ending unless the snow event ends on a weekend. Maintenance employees will be called in for weekend snow removal of accumulation over 4". Accumulations under 4" will begin to be cleared the following Monday.

When ice removal is deemed necessary by The Lakes HOA, environmentally safe procedures will be used. Property owners and tenants are encouraged to remove ice on the sidewalks in front of their property.

3.0 Architectural Exterior Appearance, Changes & Improvements

The following restrictions and guidelines are applicable to construction, maintenance and improvements on all the residential properties:

Any changes to the home exterior or existing landscape envelope must be approved by the ARC. Home interior or landscape exterior alterations (inside existing landscape envelope) can be made without ARC approval.

3.1 Prior Written Approval Required for ALL Projects

No fence, hedge, wall or other structures or objects, including decorative landscape elements, statues, pools, hot tubs, decks, outbuildings, arbors, screen/storm doors, entry doors, windows, shutters, heat pumps, air conditioning units, cement work, walkways, dog runs, play structures, basketball hoops, awnings, remodels, satellite dishes, etc., shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration to the lot's grading or structures therein be made until the plans and specifications showing the nature, kind, shape, height, color,

materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. Complete and send in an Exterior Modification Form at least 2 weeks prior to your project start date. These forms are available from the HOA Office and may be located in the wall files next to the sign-in book inside the Canoe Club. Do not hire a contractor or purchase any project materials until you have received ARC approval of your request.

3.2 Play Structures

Submittal to and written approval of the ARC is required prior to installation of any play structure, big toy, etc. Any structure approved by the ARC must be installed completely within the owner's backyard and cannot be visible from the street. Installation in side yards will not be permitted. Play structures constructed of wood must follow the rules for fences (See ARC Guidelines).

3.3 Basketball Hoops

Basketball hoops shall not be affixed to any portion of the house or garage nor shall they be permanently established in any area with concrete or other material. Moveable stand-alone hoops must be approved by the ARC prior to placement.

3.4 Signs & Garage Sales

1. Signs- Signs are not allowed except for political signs and those of the Association or its agent, owner name plates, and address numbers, of an ordinary size and character. (Omnibus IV, 7) No device or representation openly visible to the general public for the purpose of direction or control of information, or displaying an advertisement is permitted.
2. Garage Sale- There will be one annual garage sale held each summer for all communities of The Lakes. Once a date is decided, The Lakes will advertise and garage sale signs may be picked up. There may be a fee associated. This designated date is the one and only weekend a garage sale can be held in the community.
3. Political Signs – No more than three (3) signs may be placed on a resident's property. No signs in the common areas, including boulevards. The signs may not exceed 18in x 24in in size and must be removed the day after the election.

3.5 Vegetable Garden Enclosures

Growing your own vegetable garden can improve health, save money and even boost mood. Ideally, your garden should be close to both a source of water and your kitchen. Some people prefer raised beds (although they require more water). Any sort of enclosure can be an eye sore and a hassle, but you're not the only creature who enjoys eating vegetables!

Raised bed vegetable gardens should:

1. Be limited to no more than 60 square feet.
2. Be located in your backyard at least 10 feet of the home.
3. Be kept neat, weed-free, well-watered, pest-free, and with plants no taller than 3 feet high (no corn, tall tomato trellises, etc.).
4. Be constructed of treated or manufactured (wood-like) wood in an earth-tone color.

If you have a large side yard, your garden may be located there as long as it:

5. Does not interfere with your neighbors' enjoyment of his/her surroundings.

6. Is not visible from the street.
7. Is at least 5 feet from your property line.

Enclosed vegetable gardens should:

1. Be all of the above.
2. Have plastic or poultry netting (or sturdy mesh) that is the least-obvious netting you can find and may not exceed 4 feet in height. No electrified fencing! Netting stakes should be earth tones. All netting must be removed after the growing season has ended and may not be left for the winter.
3. You may need wire mesh below your box since animals may burrow below them.

Your garden should not interfere with your neighbors' enjoyment of his/her surroundings. Please speak to your neighbors before creating an enclosed vegetable garden to make sure that you will not be interfering with their enjoyment of their surroundings.

3.6 Home Exterior Maintenance

Exterior features such as trim, corbels, belly bands, windows, paint, stain and driveways, shall be maintained and repaired in a timely fashion rather than deferred.

4.0 Landscape & Lot Maintenance

4.1 Landscaped Yards

Each owner is required to maintain their yard in a manner consistent with the standards of The Lakes community. These standards include: keeping your lawn mowed, raked and weeded; edging and sweeping the sidewalks; weeding and edging the flower beds and pruning the shrubs and trees. Some yard projects require materials such as bark, mulch or soil to be dumped in the driveway. These materials cannot be stored in your driveway for longer than 10 days unless previously approved. If these yard maintenance standards are not upheld, we will contact you in writing to ask that you comply with the standards. If the situation is not corrected within 10 days from the date of the letter, we will hire an outside contractor to do the necessary work at your expense.

4.2 Lot Maintenance

Undeveloped lots are required to be free from weeds and debris. Lots must be mowed twice a season (spring by 6/1 & fall by 9/1).

4.3 Trash Containers

Homeowners must remove all garbage, yard waste and recyclables containers from sight by the end of the day on each garbage collection day. All waste containers must be kept out of sight from the street, and must be kept either concealed in the garage, behind fences or approved screening. Keeping any of your trash, yard waste or recyclables containers on the side of your house behind a shrub or plant of any kind is not permitted. Each time that trash containers are not removed from sight by the end of garbage day shall constitute a separate violation, and fines or other penalties may be imposed by the Board for such violations.

4.4 Holiday Decorations

Residents who put up holiday decorations must take them down no later than 30 days after the holiday has passed, weather permitting.

5.0 Lakes Waterway System

The Lakes pond system is customarily viewed as a water feature and a place for residents to recreate. It is actually a thoughtfully engineered stormwater retention and irrigation pond that serves a vital role in our community. The primary purpose of all stormwater ponds is to manage stormwater runoff generated by impervious surfaces such as rooftops, crawlspaces and pavement. It moderates flood surges and filters the stormwater before it is conveyed back to the river. The pond is also used to irrigate the association's common areas.

5.1 Usage

Recreation on The Lakes waterway, it is at your own risk.

5.1.a Summer Recreation

Summer is a great time to recreate on The Lakes waterway. Residents are allowed to use non-motorized watercraft on the water. Swimming in the water is not allowed and fishing is catch and release only.

5.1.b Winter Recreation

Beware of the aerators in the water. The aerators are designed to keep the water underneath circulating to help with the bacteria and algae that we get in the spring & summer. It also keeps a healthy flow for the fish. Please be cautious. The ice will be thin around them. Never throw rocks or debris on the ice-these items can cause dangerous hazards for ice skaters!

You should evaluate conditions before heading onto the ice, as ice conditions vary from day to day and throughout the day.

CHECK THE ICE - Wear a life jacket while testing and keep a buddy nearby.

Ice color: Clear, blue, or green ice is the strongest. Stay off of brown or white ice - white ice has snow in it and is weak; brown, spring ice is also weak even if it measures the right thickness.

Ice thickness: Stay off ice less than 4 inches thick! Thickness can vary over a water body, so check the ice in several spots before allowing others onto it. To accurately check, you must bore into the ice with an ice auger, ice chisel, or drill, then measure with a tape measure. For people up to 200 pounds, the minimum recommended ice thickness is 4 inches.

ICE QUALITY: Stay off the ice if it is thin, broken, cracked, or discolored (white or brown). Where fatalities occur, the most common ice condition is thin ice, followed by an open hole in the ice, cracked ice, and ice flow.

TYPE OF WATER CONDITIONS: NEVER GO ON ICE OVER MOVING WATER!

Stay away from the ice openings in the Lakes, created by aerators.

WEATHER CONDITIONS: Rapid cooling is just as dangerous as rapid warming. Rapid warming can cause melting, while rapid cooling can cause ice to crack. Ice strength can change throughout the day, so

always test the ice before allowing others onto it! Staying near shore on ice over shallow water greatly reduces the risk of severe injury or death. Supervise children and keep them within arm's reach.

GO WITH A FRIEND: Most adults who die falling through ice are alone.

Stick to Daylight Hours: Better visibility allows for a better inspection of the ice, helps you keep tabs on members of your group, and will aid in rescue attempts if necessary.

STAY ALERT (& STAY SOBER): When our judgement is impaired, we may take risks we ordinarily wouldn't and endanger others who will come to our aid.

Wear a PFD Over Your Coat: It might look funny, but could save your life!

CARRY ICE RESCUE DEVICES: Not everyone has an ice pick or ice axe, but at the very least, a rope with a loop tied on the end could come in handy in the event you need to rescue someone. A flotation ring is also helpful if the victim is not wearing a life jacket. Hiking poles may help if the victim is alert enough to hold on - in very cold water, hypothermia can set in rapidly.

KNOW WHAT TO DO IF YOU FALL IN THE ICE: Try to stay calm, keep your head out of the water, kick to get yourself up onto solid ice closest to land, then stay low. Shout for help and try to pull as much of yourself onto the ice as you can. Crawl or roll away from the broken ice.

6.0 Enforcement and Remedies

1. Enforcement Procedure. The Board of Directors (hereinafter referred to as "Board," "Member" or "Director") shall not impose assessment fines unless and until the Association has sent or delivered written notice to the Owner and/or Violator as provided below, except as provided for herein. The Board reserves the right to fine for first violations of any Governing Documents that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its sole discretion.
 - a. Complaint. Any Owner within the community may send the Association a written complaint via either electronic mail or U.S. Mail of a covenant or rule violation, with as much information as is known. All complaints must be in writing. The Board will not consider oral complaints or anonymous complaints. Complaints by a member of the Board of Directors, a committee member, or the HOA Manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by a Director or HOA Manager. The Board or the ARC shall discuss the complaint at the next regularly scheduled meeting or pursuant to the Governing Documents and may decide to move forward with the written complaint or dismiss it.
 - b. Initial Courtesy Letter. If a first-time violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have fourteen (14) days or other timeline as determined by the Board from the date of the letter to come into compliance.
 - c. Violation Letter. If the alleged Violator does not come into compliance within the timeline set in the initial letter, a subsequent letter(s) shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy (the "Violation Letter"). The letter(s)

shall further state that the alleged Violator may have a hearing on the merits of the matter provided that such hearing is requested in writing as set forth below.

- d. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within fourteen (14) days of the date of the Violation Letter. In lieu of a request for a hearing, the Owner may submit a written response to the Violation Letter for the Board's consideration within fourteen (14) days of the date of the Notice. The request for hearing or other written response shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. If a hearing is requested, the Board shall make every reasonable effort to conduct a hearing; however, the violator is not entitled to a hearing. In the event a hearing is scheduled, the Board must notify the Owner of the date, time and place of the hearing by email, regular or certified mail.
- e. Conflicts. The Board shall conduct the hearing. Any Board member who is incapable of objective consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an ARC Member, Association member, in good standing as defined by Bylaws Article III, to serve as a voting member of the hearing board.
- f. Waiver of Hearing. In the event a proper and timely request for a hearing is not made as provided herein, the opportunity for a hearing shall be deemed forever waived. If a hearing is not requested within the fourteen (14) day period, the Board shall determine if there was a violation based upon the information available to it (including any written response submitted by the Owner), and if so, assess a reasonable fine as set forth in the fine schedule, within a reasonable time after expiration of the fourteen (14) day period. The Board of Directors shall give written notice of said fine to the applicable Owner within three (3) days of its decision.
- g. Hearing. If requested, the Presiding Officer (any Board Officer) may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties may attend the hearing. Each party may present for a maximum of ten (10) minutes. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all members of the Association.
- h. Mediation Clause. In the event of any dispute between an Owner and the Association in regard to the construction or interpretation of the Governing Documents, including but not limited to, the Omnibus, the CCRs, including all amendments, and the Architectural Review Guidelines, the Parties to the dispute shall be obligated to participate in mediation with a neutral third-party mediator. In the event of a conflict in choosing the mediator, the mediator will be selected as follows: each Party will elect a mediator, and the two mediators shall elect a neutral third-party mediator. No legal action may be instituted

until the completion of mediation. Each party must bear its own mediation expenses, including attorney fees and costs. The Parties agree that there is no requirement to actually reach a settlement to the dispute in mediation but agree that if a settlement is reached during mediation it shall be reduced to writing and shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

- i. Decision. The Board shall render its decision, and impose a reasonable fine, if applicable, within twenty (20) days after the hearing. A decision, either a finding for or against the Violator, shall be by a majority vote of the Board of Directors present.
 - j. Repetitious Violations. Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than one (1) day, nor more than ninety (90) days, the result of which is a pattern of violations of the same covenant restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of fourteen (14) days from each violation for the alleged Violator to come into compliance. For the first in the series, the Board shall follow the procedures as set forth in Section b) through h). For all other violations to occur after the first (as stated above), the Board may simply fine the Violator pursuant to Section 2 (Fine Schedule) and may combine all requested hearings into one.
2. Fine Schedule.
- a. The following fines are guidelines for violation of the provisions of the Governing Documents or of any Supplemental Restrictions which the Association may adopt:

First violation: Courtesy Reminder Letter

Second violation: Warning letter / Notice of Hearing

Third and subsequent violations: \$100.00 to \$1,000/occurrence

The Board may impose a fine of \$100 to \$1,000 per violation per day “occurrence” which is defined as a twenty-four (24) hour period for violations of the Governing Documents and for making an architectural or landscaping changes to a property without prior approval from the ARC. Continuing violations shall be considered a separate occurrence for each day it continues after the date of the hearing and a per diem fine of \$100.00 to \$1,000 per day may be imposed, retroactively if required, after the hearing until such time as the violation is remedied.

The Board reserves the right to seek any legal remedies and/or fine for first violations of any Governing Documents that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its sole discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition

waiver of the entire fine, or any portion thereof, upon the Violator coming into compliance with the Governing Documents.

- b. All fines shall be due and payable upon notice of the fine and will be late if not paid within thirty (30) days of the date that the Owner is notified of the imposition of the fine. A late fee charge of \$25.00 per month will be imposed and an additional 1.5% per month interest fee charge may be applied. All fines and late charges shall be considered an assessment and may be collected as set forth in the Governing Documents. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Governing Documents and Montana law, including the Association's right to collect attorney fees as authorized by Montana law.
3. Additional Enforcement Rights.
 - a. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Governing Documents or resolutions by following the preceding notice and hearing procedures.
 - b. Self-help Remedies. The ARC reserves all right to inspect a lot as provided for in the Governing Documents.
 - c. Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Governing Documents and Montana law. The use of this process does not preclude the Association from using any other enforcement means.
 4. Failure to Enforce. Failure of the Association to enforce the Governing Documents will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced Governing Documents for the Association.