

The Homestead in Grand Junction Homeowners Association

Rules & Regulations

PURPOSE

Whenever groups of people live together, rules and regulations must be established to safeguard the interests of the majority and rights of all.

The following rules have been developed by the Board of Directors to ensure that The Homestead in Grand Junction provides a secure and well-maintained environment.

This booklet of "Rules and Regulations" is meant to supplement, *not to supersede*, the Declaration of Covenants, Conditions and Restrictions (CC&Rs), under which the Homestead in Grand Junction Homeowners' Association was formed.

CC&R'S SECTION – 7.1 Association Management Duties. The Association shall be responsible for the administration and operation of the Project and for the *exclusive* management, control, maintenance, repair, replacement and improvement of the General Common Elements (including facilities, furnishings, and equipment related thereto) and the Limited Common Elements, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

The expenses, costs, and fees of such management operation, maintenance and repair by the Association shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the Association to pay such expenses, costs and fees. **The Board of Directors will exercise for the Association all powers, duties and authority vested in or obligated to be taken by the Association.**

DEFINITION AND RESPONSIBILITIES

BOARD ELIGIBILITY: Any member in violation of the CC&Rs, Bylaws, or Rules & Regulations is not a member in good standing and is not eligible to be a Board Member.

COMMON AREA: The entire project excluding all of the units. This definition is elaborated in Section 2.9 of the CC&Rs.

GENERAL PROPERTY MANAGEMENT

GUEST: A person who does not normally live on the premises, but who is on the premises by invitation of the Owner or Tenant,

OWNER: The person(s) holding full or partial title to one or more units within the complex.

TENANTS: The person(s) leasing/renting a condominium unit from an Owner. Roommates are also considered tenants.

ALL OWNERS (INCLUDING BUT NOT LIMITED TO THEIR TENANTS, FAMILY, GUESTS, OR INVITEES) ARE SUBJECT TO THE RULES AND REGULATIONS SET FORTH IN THIS BOOKLET, THE CC&RS AND THE BYLAWS. OWNERS WILL BE HELD RESPONSIBLE FOR THEIR ACTIONS (INCLUDING, BUT NOT LIMITED TO: THEIR TENANTS, FAMILY, GUESTS, OR INVITEES).

RULES FOR THE COMMON AREA – (Category A & P violations pertain)

1. **EXCESSIVE NOISE:** Including, but not limited to: loud music, barking dogs, loud parties, or honking horns is not permitted at any time.
2. Parents are responsible for ensuring that their children behave in a way that does not disturb other people or disrupt the Condominium complex.
3. Use of bicycles, scooters, go carts, skateboards, roller skates, roller blades and the like, or supermarket shopping carts are prohibited on the sidewalks or in any part of the Common Area.
4. Trash and garbage, etc., must be deposited inside the trash bins provided. All boxes shall be broken down.
5. All mail, including junk mail, is the responsibility of the owner/tenants and is not to be left in the Common Area except in a trash container when provided.
6. No personal property of any type may be stored or left in the Common Area.
7. At no time may anyone park a vehicle in the driveways/emergency lane, or otherwise obstruct entrance ways or disposal lanes.
8. Balcony, garage, patio, or yard sales are NOT permitted.
9. Unsightly objects shall not be placed or stored on a patio or balcony where they may be seen by other Owners or by the general public. This includes, but is not limited to: towels, personal effects, appliances, cleaning items, etc.
10. Plants on individual patios or balconies affect the aesthetic value of the Complex and must be kept in presentable condition. Planters will not be placed on the upper story patio fences, ledges, or stairs due to safety and insurance considerations.
11. Any person who adjusts any equipment, valve, or connection (electrical, gas, or water) within the Common Area(s), and thereby creates an inconvenience or malfunction of the equipment shall be fined and assessed for the damages. Equipment in the Common Area is to be maintained only by the proper maintenance service personnel, by a member of the Board of Directors, or designate of the Board.
12. All Christmas trees brought into or removed from the Condominium complex must be completely enclosed in paper or plastic wrapping to prevent littering of the sidewalks, drive ways with branches and needles. Violation of this rule will result in a fine of twenty-

five (\$25.00) dollars plus the cost of clean-up as billed by the maintenance service.

13. A non-refundable fee of twenty-five (\$25.00) dollars will be assessed as closing time, to cover the cost of providing a copy of the CC&Rs, Bylaws, and Rules & Regulations. A fee of twenty-five (\$25.00) dollars will be charges for replacement copies of these documents or additional copies of these documents to distribute to their tenants (it's the Owner's responsibility to furnish these documents or additional copies of these documents to their tenants prior to move in).
14. Realtor key lock boxes and "For Sale" or "For Rent" signs are to be placed *only* in designated areas by the Board of Directors. "For Sale" and "For Rent" signs are NOT allowed on the Common Areas of the Homeowners Association.
15. Access to electrical and/or maintenance rooms are restricted.
16. Owner responsibilities for maintaining the security and privacy of fellow residents are, but not necessarily limited to, being directly responsible for the actions of their family, tenants, guests, invitees, etc., in regard to allowing others access into the pool area via the perimeter gates. The Homestead in Grand Junction is the private property of the Association members.
17. Children are not to play in the driveways and must be supervised while playing in the community.
18. Only vehicles that belong to residents may be washed within the complex. Vehicles belonging to their visitors, guests, or employees are not to be washed.
19. All owners must provide the Homeowners Association information regarding the persons residing in their Units. This includes emergency contact phone numbers, names of all residents, vehicles and license plate numbers. An "Owner Information Form" is available for this purpose. The identification of our residents is necessary to enforce the Pool and Parking regulations.
20. Any concerns regarding Common Area damage (broken pipes, broken gates, roof leaks, etc.) contact: [HOAServices at 607 S. 7th St. Grand Junction, CO 81501](#) Phone: [\(970\) 812-3192](#)
21. **After-hours Maintenance and/or Irrigation/Water Emergencies.** Only contact this number for **AFTER-HOURS MAINTENANCE EMERGENCIES LIKE AN ACTIVE LEAK!** Call 911 for all other emergencies! **Bray Maintenance at (970) 242-8450**

LEASING/RENTING UNITS - (Category B violations pertain)

1. All "Lease/Rental" agreements should contain a statement that failure to comply with the CC&Rs or the Rules & Regulations, etc., constitutes a default under the lease (this is to protect the Owner and the Association).
2. Within two (2) weeks after the agreement is executed, an Owner must provide the Association a copy of the executed lease/rental agreement or a certification letter stating that their lease is conforming to all of the Project Documents (CC&Rs, Bylaws, Rules & Regulations) of the Association.
See Addendum A, Section 12.17.
3. An owner has the obligation to evict a tenant if they (tenant) continually refuses to comply with the Association's Rules & Regulations.
4. It is the responsibility of the owner to submit the "Homestead in Grand Junction Tenant Information Form" for recording of all telephone emergency numbers and mailbox listing information.
5. It is the Owner's responsibility to provide tenants with a copy of the CC&Rs, Bylaws, Rules & Regulations, mail box keys, pool keys, garage keys, etc.
6. Property management service is provided to the Owners of The Homestead on Grand Junction. All tenant concerns of Association functions/community are to be directed through the Owners.
7. Short-Term/Vacation Rentals are prohibited and minimum lease requirements are six months.

8. OCCUPANCY OF UNITS

NO OWNER SHALL OCCUPY OR USE THE UNIT OR PERMIT THE SAME OR ANY PORTION THEREOF TO BE OCCUPIED OR USED FOR ANY PURPOSE OTHER THAN A PRIVATE SINGLE-FAMILY RESIDENCE FOR SUCH OWNER AND THE FAMILY, OR THE TENANTS, SOCIAL GUESTS, SERVANTS, EMPLOYEES, AND INVITEES. AN INDIVIDUAL LIVING IN THE COMPLEX WILL BE CONSIDERED AN OCCUPANT AFTER FORTY-FIVE (45) DAYS IN ANY THREE HUNDRED AND SIXTY-FIVE (365) DAY PERIOD (see Addendum A, section 12.1).

PET RULES - (Category A & B violations pertain)

1. ALL COUNTY AND CITY ORDINANCES PERTAINING TO ANIMALS SHALL BE ENFORCED IN ALL AREAS OF THIS CONDOMINIUM COMPLEX.
2. No tenant will be permitted to bring pets into the project.
3. Any expense incurred as a result of damage by an animal to any condominium property, real or personal, shall be borne by the animal's owner.
4. ALL DOGS THAT ARE NOT HAND HELD MUST BE KEPT ON A LEASH AT ALL TIMES WHEN IN THE COMPLEX COMMON AREA.
5. If a pet is curbed within the complex, it's the owner's responsibility to clean up the pet waste. Pet owners may not allow pets as a general rule to urinate or defecate on patios or balconies.
6. Any instance of pet waste on patios or balconies that occurs as the result of an accident must be cleaned up immediately so that the odor does not disturb the other owners.
7. Hosing off waste from patios or balconies is not permitted if the water carries into the Common Area or onto the property of another owner.

PARKING REGULATIONS – (Category P violations pertain)

1. It is suggested that all owners and tenants park in their garages.
2. Parking in the garage Common Area, an emergency lane, and handicapped access area or in the driveways is prohibited. Vehicles parked in these areas will be towed according to local and state ordinances at the vehicle owner's expense.
3. Owners and Tenants shall not park in the spaces designated as "Handicapped Parking Only".
4. Owners having visitors who wish to park their vehicles more than two (2) days must submit a written request to the Board of Directors for additional parking privileges.
5. No parking is allowed on the common grounds except in designated parking areas. Boats, trailers of any kind, and other recreational vehicles shall not be parked on the common grounds for a period that exceeds an 8-hour parking limit in any 31-day period. Any vehicle that obstructs traffic will be towed away immediately.
6. No Owner, Tenant, or guest shall: construct, repair, service, or maintain any motor vehicle within any portion of the Common Area except for emergency repairs necessary to permit

the movement of the vehicle to a proper repair facility.

7. Owners and Tenants are responsible for the removal of oil and grease spots caused by their vehicles.
8. All vehicles parked in the common area for more than eight hours that cannot be identified will be towed at the vehicle owner's expense.

RULES GOVERNING EXTERIOR ALTERATIONS

1. Any exterior alterations, modifications, additions, etc., including, but not limited to: patio covers, patio shades, etc. are not permitted.
2. Aluminum foil or other opaque materials may not be used as a window covering under any circumstances.

ADMINISTRATION OF RULES

1. All Owners, Tenants, and their occupants of the Condominium Complex are asked to work together to enforce the rules and regulations and to do so in a courteous and cooperative manner. Anyone wishing to report a violation may do so in writing: state the nature of the violation, the person(s) or unit(s) involved, the date/time, the place of the violation(s), and send to: HOAServices, or to a Board member. The comment box located in the mail building may also be used for this purpose.
2. An Owner, Tenant, guest, or other occupant who acts in violation of the CC&Rs, the Bylaws, or other Board approved rule(s) and whose actions result in damage to personal or real property belonging to the Homeowners' Association shall be fined immediately without warning for the cost of repairing or replacing the damaged property. For less serious violations, the Owner, Tenant, or other occupant is entitled to one (1) WARNING VIOLATION LETTER. Failure to remedy the condition or repeated additional violations will result in a FINE. Anyone who has been charged with a violation of the CC&Rs, the Bylaws, or any other rule(s) will be notified in writing of the alleged violation, the amount of the fine, and how long they have to appeal the violation.
3. Any resident(s) who violate(s) any of the rules set forth herein or covered in the CC&Rs shall be subject to remedial procedures in the following order:

PARKING VIOLATIONS

See Covenant Enforcement Policy

The warnings and fines are assessed against the individual unit, not the specific vehicle involved.

**OTHER FINES WILL BE BASED UPON THE VIOLATION CATEGORY DESIGNATION
(See Addendum – A, for category designation of use restrictions)**

See Covenant Enforcement Policy

4. The Homeowners' Association has the right to file a court action and impose a lien to recover any sums not promptly paid as the result of a fine, repair, assessment, etc., against an Owner, Tenant, guest, or other occupant. The Board may also assess delinquent charges and interest for late payment of such fines, suspend the right to use the recreational facilities and suspend voting rights in the Homeowners Association until payment is received (Article XXIII – Section 23.9 Recovery of Costs shall apply).

PAYMENT OF BILLINGS

Payments for Homeowners' Association billings not received within sixty (60) days of the billing date will have a \$25.00 per unit late fee imposed. An additional \$25.00 late fee will be imposed every 30 days thereafter until such time as the billing is paid in full (Approved September 11, 2003).

CC&R's Section 8.7 General Remedies of Association for Nonpayment of Assessment.

Any installment of an Annual Assessment or a Special Assessment which is not paid within the time period established from time to time by the Board, shall be delinquent. If such Assessment installment becomes delinquent, or if any Default Assessment is levied, the Association, in its sole discretion, may take any of all of the following actions: **See Dues Collection Policy.**

- 8.7.1 Assess a late charge of 10% of the past due installment for each delinquency at uniform rates set by the Board of Directors from time to time;
- 8.7.2 Charge interest from the date of the delinquency at the Default Rate of 2% per month;
- 8.7.3 Suspend the voting rights of the Owner during any period of delinquency;
- 8.7.4 Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- 8.7.5 Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;

8.7.6 File a statement of lien with respect to the Condominium Unit and foreclose as set forth in more detail below.

The remedies provided under the CC&Rs shall not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law (i.e. Shutting off the water to a Unit).

ADDITIONAL NOTES

Noise Levels – As most are aware, noise carries from unit to unit; especially from the upper level to the lower level units. It is requested that all residents be mindful of this and the effect it has on their neighbors. It is requested that noise be held to a minimum especially in the late evening and early morning hours.

As a new Owner or Tenant, you are responsible for reviewing and complying with all Association documents, rules, and regulations.

ARTICLE XII – USE RESTRICTIONS FROM CC&Rs

12.1 Use of Condominium Units – All Residential Condominium Units shall be used for dwelling purposes only. All Garage Condominium Units shall be used only for parking and storage of motor vehicles. Owners of the Condominium Units may rent or lease such Units to others for the purposes allowed under this Declaration; provided, however, that any rental agreement or lease shall be in writing and shall be subject to the Project Documents and may use the Residential Units for home occupations which do not cause unreasonable disturbance to other Owners and which are permitted by applicable zoning codes. A Garage Condominium Unit shall not be rented except in connection with the rental of the Owner’s related Residential Condominium Unit (Category A violation).

12.2 Conveyance of Condominium Unit – All Condominium Units, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the CC&Rs, easements, reservations, right-of-way, and other provisions contained in this Declaration, as the same may be amended from time to time (Category A violation).

12.3 Use of Common Elements – There shall be no obstruction of the Common Elements nor shall anything be kept or stored on any part of the Common Elements by any owner without the prior written approval of the HOA. Nothing shall be altered on, constructed in, or removed from the Common Elements by any owner without the prior written approval of the Association (Category A violation).

12.4 Prohibition of Increases in Insurable Risks and Certain Activities – Nothing shall be done or kept in any Condominium Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project over what the

Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Condominium Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to or waste of the Common Elements shall be committed by any Owner or by any member of the Owner's family, or by any guest, invitee, or contract purchaser of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss from any such damage or waste caused by him, the members of his family, or his guests, invitees, tenants or contract purchasers. Failure to so indemnify shall be a default by such Owner under this Section, and such amount to be indemnified shall automatically become a Default Assessment determined and levied against such Condominium Unit. At its own initiative or upon the written request of any Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a Default Assessment as provided in Article VIII above (Category C violation).

12.5 Structural Alterations and Exterior Appearance – No structural alterations to any Condominium Unit (including the construction of any skylight) or any Common Element shall be made or caused to be made by any owner without the prior written approval of the Association. No structural alterations may be made to any windows or doors, and no patio or balcony area may be enclosed. No owner shall perform or contract for the performance of any electrical, mechanical, plumbing, or structural work without the prior approval of the Association (Category C violation).

12.6 Signs and Exterior Decorations – No signs of any kind shall be displayed to the public view or from any portion of a Unit except, (i) during the Special Declarant Rights Period, signs of Declarant or its affiliates or assigns, all of which may be placed at Defendant's sole discretion and (ii) signs required by law. No exterior decorations that are visible for public view from outside the Unit shall be allowed without first obtaining the written approval of the Association (Category A violation).

12.7 Animals and Pets – No animals of any kind shall be kept, raised, or bred on any portion of the Project, *except* not more than two dogs, cats, or other interior confined household pets having a combined weight of no more than 65 pounds may be kept by an owner. The rules and regulations may regulate, permit or prohibit the kind and number of such pets from time to time (Category B violation).

12.7.1 Containment – Household pets, such as dogs and cats, must be contained in a unit or on the deck or patio that is assigned to a unit as a Limited Common Element. *Such pets may not be permitted to run at large at any time* (Category A violation).

12.7.2 Leashes – Pedestrians within the property who are accompanied by pets permitted under this Declaration must have the pets under the pedestrian's direct control by use of a leash not to exceed ten (10) feet in length (Category A violation).

12.7.3 Noise – Owners of pets on the property will be required to take all steps necessary to control barking or other disturbances caused by their pets (Category A violation).

Supplement from 12.17 No tenant will be permitted to bring pets to the project (Category B violation).

Notes – Animals and Pets – All owners are totally responsible for the actions of their pets and are to have them under control at all times. Owners are also responsible for cleaning up after their pets. As a reminder, the City of Grand Junction does have its own leash laws and a requirement for cleaning up after one's animals.

12.8 Trash – No trash, ashes, building materials, firewood, or other unsightly items shall be thrown, dumped or stored on any land or area within the Property except as designated by the Association. There shall be no burning or other disposal of refuse of doors. Each owner shall provide suitable receptacles for the temporary storage of refuse within their unit (Category A violation).

NOTES: TRASH – Please adhere to all the posted rules in the trash area. The trash service **will not** dispose of any items not in the trash containers provided. If you cannot fit your trash into the container because it's full, please keep your trash until after a pick-up is made. The HOA will add additional pick-up days if it becomes necessary. No owner or any person under the owner's control or direction shall dispose, release, discharge, or emit from the Property any material that is designated as hazardous or toxic under any federal, state, or local law, ordinance, or regulation.

12.9 Vehicles – No vehicles of any kind shall be permitted to park on any street in the Project other than in designated parking areas. Recreational vehicles, boats, or trailers of any kind **shall not be parked, located, or stored** on the Common Elements for a period longer than eight (8) hours in any 31-day period, except that such vehicles may be parked in a designated storage facility (if any) (Category P violation).

NOTES: VEHICLES – At times, parking is at a premium and the problem will continue to worsen as all units become occupied. It is requested that households with multiple vehicles not use more than one parking space on the main drive. Areas available are the pool parking areas and also on F ¼ Road. It is also requested that guests of residents also use the parking areas other than the main drive or entrance drive. Recreational vehicles especially should not be in the entrance drive as they create somewhat of a hazard.

12.10 Construction Rules and Regulations – All Owners and contractors shall comply with the rules and regulations regulating construction activities. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Property at any time; and fire protection (Category C violation).

12.11 Compliance with Laws – Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Further, no Owner shall dispose or allow any person under the Owner's control or discretion to release, discharge or emit from the Property or dispose of any material on

the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation (Category B violation).

12.12 No Outside Clotheslines – No laundry or wash shall be dried or hung outside any individual unit (Category A violation).

12.13 Antennae – No exterior radio, television, microwave, or other antenna or antenna dish or signal capture and distribution device of a size greater than 24 inches shall be permitted outside any individual Air Space Unit. The location of any such device **shall be approved in writing** by the Association prior to its installation. Declarant or the Association may install one or more of the exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Project (Category A violation).

12.14 Outside Burning – There shall be no exterior fires or charcoal or wood stoves except propane-fueled barbecues which shall be installed, utilized, and maintained only on patios located adjacent to and accessible directly from a Unit kitchen. No owner shall permit any condition upon a unit which creates a fire hazard or is in violation of any fire prevention regulation (Category A violation).

12.15 Nuisance – No obnoxious or offensive activity shall be carried on or within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants (Category A violation).

NOTES: DISPUTES AND/OR DISAGREEMENTS – Occasionally, disagreements occur between neighbors concerning the rules and regulations as set forth in the Declaration or concerning other matters. It is expected that the parties involved will make every attempt to settle these disputes and disagreements in a normal and amicable fashion. If these attempts have failed or not been resolved between the parties to their mutual satisfaction, discussion and communication will obviously help us all create a much better community.

12.16 Balconies – No bicycles or trash containers may be stored on the balconies or patios of Units. Such items may be stored only in the storage closets located in each unit. Lawn furniture and barbecue grill may be stored on balconies or patios of units if such items are not taller than 36” high and cannot be visibly viewed from other units or other portions of the Property (Category A violation).

12.17 Leasing – An owner shall have the right to lease the unit, subject to the condition that the Owner shall be liable for any violation of the Project Documents committed by the owner’s tenant, without prejudice to the owner’s right to collect any sums paid by the owner on behalf of the tenant. **Any lease of a unit must be in writing, must be for an initial term of not less than six months, and must be subject to the requirements of the Project Documents.** Supplementing Section 12.7, **no tenant will be permitted to bring pets to the project** (Category B violation).

12.18 Enforcement – The Association or the Board, acting on behalf of the Association, may take such action as it deems advisable to enforce the Covenants as provided in this Declaration. In addition, the Association and the Board shall have a right of entry on any part of the Property for the purposes of enforcing this Article, and any costs incurred by the Association or the Board in connection with such enforcement which remain unpaid 30 days after the Association has been given notice of the cost to the owner and otherwise complied with the Act shall be subject to interest at the Default Rate from the date of the advance by the Association or the Board through the date of payment in full by the owner and shall be treated as a Default Assessment enforceable as provided in Article VIII.

ADDENDUM B

ARTICLE XXIII – ENFORCEMENT OF COVENANTS FROM CC&Rs

23.1. Violations Deemed a Nuisance – Every violation of this Declaration or any other of the Project Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement or correction of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants will be available.

23.2. Compliance – Each Owner or other occupant of any part of the Property will comply with the provisions of the Project Documents as the same may be amended from time to time.

23.3. Failure to Comply – Failure to comply with the Project Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

23.4. Who May Enforce – Any action to enforce the Project Documents may be brought by Declarant, the Board or the Manager in the name of the Association on behalf of the Owners, or any aggrieved Owners. Such an action may be brought against the Declarant, the Board, the Manager, the Association or any Owner.

23.5. Remedies – In addition to the remedies set forth above in this Article, any violation of the Project Documents shall give to the Board, the Manager or Declarant, on behalf of the Owners, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest of the Owners and meaning of the Project Documents. If the offense occurs in any easement, walkway, Common Elements or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition.

23.6. Nonexclusive Remedies – All the remedies set forth herein are cumulative and not exclusive.

23.7. No Waiver – The failure of the Board of Directors, Declarant, the Manager, or any aggrieved Owner to enforce the Project Documents will not be deemed a waiver of the right to do so for any

subsequent violations or of the right to enforce any other part of the Project Documents at any future time.

23.8. No Liability – No member of the Board of Directors, the Declarant, the Manager or any Owner will be liable to any other Owner for the failure to enforce any of the Project Documents at any time.

23.9. Recovery of Costs – If legal assistance is obtained to enforce any of the provisions of the Project Documents or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Project Documents or the restraint of violations of the Project Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees (and legal assistants' fees) as may be incurred, or if suit is brought, as may be determined by the court.