

This instrument prepared by and return to:  
Scott M. Hyman, Esq.  
Kopelowitz Ostrow P.A.  
1 West Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301

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**Certificate of Amendment to the  
Rules and Regulations of Hanover Square Homeowners' Association, Inc.**

This instrument ("Amendment") is made as of the 10 day of June, 2020, by HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") organized pursuant to Chapter 720, Florida Statutes, et seq. whose principal office is located at 226 NW 41<sup>st</sup> Avenue, Delray Beach, Florida 33445.

WHEREAS, there has been executed and recorded in Official Records Book 6900, Page 1259, et seq., of the Public Records of Palm Beach County, Florida, that certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square" as subsequently amended (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Section 7.01 of the Declaration and Sections 7.01 and 14.02 of the Amended and Restated By-Laws of the Association (as subsequently amended), the Rules and Regulations concerning the use of Hanover Square and the Rules and Regulations of the Architectural Review Board (collectively, the "Rules") may be adopted, modified and amended by the Association's Board of Directors; and

WHEREAS, at a duly convened and properly noticed Meeting of the Board held on May 26, 2020, the Board of Directors affirmatively voted to amend the Rules as more particularly set forth in this Amendment.

NOW, THEREFORE, the Association hereby declares that the Rules are hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. The Capitalized terms used in this Amendment shall have the same respective meanings ascribed to them in the Declaration and the By-Laws, unless the context reasonably requires a different interpretation.
3. The Rules are hereby amended in the manner set forth in Exhibit "A" (the Rules and Regulations concerning the use of Hanover Square) and Exhibit "B" (the Rules and Regulations of the Architectural Review Board) which are respectively attached hereto and incorporated into this Amendment as though fully set forth herein.
4. This Amendment shall become effective upon recording amongst the Public Records of Palm Beach County.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

WITNESSES:

HANOVER SQUARE HOMEOWNERS'  
ASSOCIATION, INC., a not-for-profit Florida  
corporation

[Signature]  
Witness Name and Signature

By: Mackenzie Raehe  
M. Raehe, President

Megan Doyle  
Witness Name and Signature

[Signature]  
Witness Name and Signature  
Janet Bitterspoen  
Witness Name and Signature

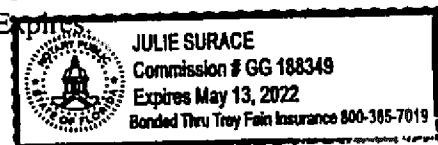
By: Tara Rebak Tara Rebak  
Tara Rebak, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )  
Martin

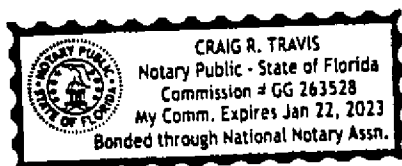
The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, on this 10 day of June, 2020 by M. Raehe, the  
President of Hanover Square Homeowners' Association, Inc., a Florida corporation not-for-profit,  
freely and voluntarily under authority duly vested in him/her by said corporation. He/She is  
personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )



The foregoing instrument was acknowledged before me by means of ☐ physical presence or  
☐ online notarization, on this 10<sup>th</sup> day of June, 2020 by Tara Rebak, the  
Secretary of Hanover Square Homeowners' Association, Inc., a Florida corporation not-for-profit,  
freely and voluntarily under authority duly vested in him/her by said corporation. He/She is  
personally known to me or has produced FL RZD-801-7473-0 as identification.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: Jan 22, 2023

## **EXHIBIT "A"**

**The "Rules and Regulations concerning the use of Hanover Square" are hereby deleted and replaced with the following (Substantial rewording. See governing documents for current text.):**

All lot owners, residents, renters, guests, agents and invitees (herein called "Persons") of any lot shall be governed by the obligations and duties set forth in the Hanover Square H.O.A., Inc. (the "HOA" or the "Association"), Declaration, Articles of Incorporation, Bylaws, and any amendments thereto and these following Rules and Regulations (herein sometimes collectively referred to as the "Governing Documents").

**Section 1: Lot Use:** Each person must use their Lot and all common areas, for single family residential use only, in a manner that does not interfere with the safety or peaceful use and enjoyment of any owner or resident of a lot, and does not otherwise disturb, annoy or become a nuisance, or cause any injury to others or to the reputation of the HOA.

### **Section 2: Pets**

2.1: Pet owners must have control of their pets at all times.

2.2: All pets must be walked on a leash when outside of a fenced in area. Fenced in areas shall fully contain the pets within the boundaries of the homeowner's property and all fences, walls, latches and gates shall be properly maintained to ensure full compliance with this provision.

2.3: Any solid animal waste shall be immediately picked up and removed properly, and shall not be deposited on or within common areas.

2.4: Each pet owner is financially responsible for any property damage, personal injury, or disturbance which their pet may cause or inflict and agrees to indemnify the HOA and hold the HOA harmless against any damage, injury, expense, claim, loss or liability of any kind whatsoever arising from or growing out of his/her having any animal in the community.

2.5: If any pet becomes an annoyance to the HOA or any Persons by barking, disturbing the peace, aggression, or otherwise, the owner shall cause the problem to be corrected immediately. If the problem is not corrected satisfactorily, the owner, upon written notice from the HOA shall be required to remove the animal from within the HOA jurisdiction. Persons' are expected to control, or if necessary, temporarily or permanently (as determined by the Board of Directors of the HOA) remove any domestic pet which makes frequent, repetitive or continuous sounds which disturb or interfere with the peace and comfort of any other Persons (as determined by the Board of Directors of the HOA).

2.6: Pets that tend to have an aggressive nature or display aggressive outbursts or behavior when unprovoked shall be subject to confinement or removal at the request of the Board of Directors of the HOA (herein sometimes referred to as the "BOD").

### **Section 3: Garbage, Bulk Trash, Recycle, and Hurricane Debris**

3.1: All persons' must put household garbage in receptacles provided by the City of Delray Beach, and receptacles must not be put at curbside earlier than 5:00 PM the evening before the scheduled day of pickup. All City of Delray Beach waste regulations are to be followed and any non-compliance will be reported to code enforcement.

3.2: All bulk trash shall only be placed curbside in front of the homeowners' lot line and no earlier than 5 PM the night prior to bulk pickup. (In the event of a hurricane or other severe weather, the homeowner is responsible to remove and secure the bulk trash immediately).

3.3: No garbage, trash or bulk trash shall be left on 41<sup>st</sup> Ave. Zero tolerance

3.4: All trash receptacles and leftover loose debris shall be removed from curbside pickup the day of collection and stored out of sight from the front of the home and roadways.

### **Section 4: Signs and Flags**

4.1: No sign, display, poster, advertisement, notice or other lettering whatsoever other than a Real Estate sign (i.e., a "For Sale", "For Rent" or "By Owner" sign) that is approved by the Board of Directors prior to display thereof shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of the Common Areas, any street, any Lot or any home in the community. Such approval by the Board may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board.

4.2: No flag, fabric or other decoration shall be exhibited, displayed or affixed in public view of any portion of the Common Areas, any street, any Lot or any home in the community, except for any national or sports teams flags that is approved by the Board of Directors provided they are displayed in a respectful manner, and those flags which are expressly listed in Section 720.304, Florida Statutes, as such statutory section may be amended from time to time. Such approval by the Board may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board.

**Section 5: Vehicles:** The following guidelines shall apply with regard to permitted and prohibited vehicles:

5.1: Only registered, insured and operational automobiles, Motorcycles, Police automobiles, Pickup trucks, or Vans shall be permitted in Hanover Square or Windy Creek.

5.2: Boats, Trailers, RV's, Semi Tractors or Tractor Trailers, Buses, Commercial Vehicles, Limousines, Golf carts, or any similar vehicles and/or any other vehicles not mentioned in section 5.1 shall not be permitted in Hanover Square or Windy Creek.

5.3: While engaged in making deliveries or service calls, prohibited trucks and commercial vehicles may be temporarily parked on the street of the lot being serviced. Contractors or vendors hired or retained by the Association or a Homeowner to provide maintenance or other services may park their vehicles within the community and/or street while performing such maintenance or services but they must be clearly marked for service.

5.4: The Board may adopt and amend additional rules and regulations regarding the issuance and display of decals to identify dwelling unit owners', tenants' or guests' vehicles and to otherwise regulate, consistent with the provisions of these Rules and Regulations and the Declaration, parking by dwelling unit owners, tenants, guests, licensees, invitees, employees, agents or contractors.

#### **Section 6: Parking**

6.1: Subject to the provisions of Section 5 above, vehicles must be parked in the driveway or garage on a lot and shall not block sidewalks and/or any easement. No vehicle shall be parked on the streets, grass, or sidewalk at anytime. Any offending vehicle will be towed and removed from the property at vehicle owners' or operator's expense.

6.2: Parking at the pool and tennis courts is limited to those using such facilities, provided, however, other Persons' will be permitted to occasionally use such parking areas when necessary on a short term (but in no event overnight from 11:00 pm to 6:00 am) basis, provided, however, if the Board, or its authorized designee or agent, determines in its sole and absolute discretion that any owner (or the owners' family members, guests, lessees or invitees) is abusing such short term parking privilege the lot owner will be notified, in writing, by the Association and any subsequent use of the parking area by such owner or his or her family member(s), guest(s), lessee(s) or invitee(s) (other than for using the pool or tennis courts) will result in the Persons' vehicle being towed and the Association may exercise all other remedies available.

Overnight parking available at the Hamlet strip plaza if needed, see the [windycreekdelray.com](http://windycreekdelray.com) website for more info.

6.3: All vehicles parked contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

#### **Section 7: Property Alterations**

7.1: All alterations and improvements made to any lot or the exterior of any homeowners' dwelling unit must be in accordance with these rules, the ARB Schedule "B" and the provisions of the Declaration.

##### **7.2: CRITERIA FOR ADDITIONS TO EXISTING HOMES:**

1. Sufficient land area to accommodate expansion, verified by a certified, "as built" survey;

2. No setback encroachments;
3. No negative impact to neighbors (visual aesthetics, drainage, etc.);
4. Addition shall not require the removal of mature trees;
5. Compliance with county and city codes and regulations;
6. Design is harmonious with existing structure and surrounding homes; and
7. The approval of the ARB is required.

### **Section 8: Recreational Areas and Use**

8.1: With respect to recreational areas, pool and common areas, every homeowners' family members, guests, invitees and tenants shall obey the posted rules and regulations and all homeowners' shall be held responsible for the actions and conduct of their family members, guests, invitees and tenants. Any Persons using such facilities must conduct themselves with proper decorum and cleanliness.

8.2: Any damage to the recreational or common areas, or any equipment or property thereon, caused by a homeowner or his/her family member, guest, invitee(s) or tenant shall be repaired or replaced at the homeowners' expense.

8.3: All Persons' using the recreational and other common areas does so at their own risk. Person(s) using the recreational areas must leave the area in a clean condition.

8.4: Common areas are for recreational use only and not intended for purpose of lessons or commercial use.

8.5: Pets are not allowed in the pool, on the pool deck, or on the tennis courts.

8.6: Persons under the age of 16 must have adult supervision while using the pool, tennis courts, or other recreational areas and all common ground of the HOA. All persons must be toilet trained to use the pool. Persons' wearing diapers are NOT permitted in the pool for health reasons.

8.7: No use of fireworks and/or fire crackers or any other such explosive or incendiary item or device is permitted on or within any property within the jurisdiction of the HOA. This is also prohibited by City of Delray Beach ordinance.

### **Section 9: Purchase and Lease**

9.1: New home purchases must have an estoppel performed and a credit, eviction and background check from the HOA at the new homeowners' expense (Fees given at the time of estoppels)

9.2: Notice must be given promptly by the homeowner(s) to the BOD whenever title passes to a new homeowner. The home owner transferring or selling his/hers property must provide the new homeowner(s) with a copy of the Declaration, Articles of incorporation, By-Laws and Rules and Regulations, Monthly assessment payment coupon booklet, and the Pool

key. The seller or new owner(s) must provide the HOA with a copy of the new homeowner Deed.

9.3: All homeowners' renting their home for single family use only must have, see instructions below,

- 1- Copy of the lease given to the HOA
- 2- A copy of their renters permit from the City of Delray Beach (Law)
- 3- Must have an eviction, credit and background check done by the HOA. Fee applicable

9.4: The unit owner (Lessor) of a leased home shall be jointly and severally liable with his or her tenant for compliance with the Governing Documents and these rules and regulations. They shall be jointly and severally liable to the HOA to pay all the HOA assessments and/or any open claim for injury or damages to persons or property caused by the acts or omission of the tenant, guest, or invitees, contractors and/or those for whom the owner is responsible.

9.5: All leases, or a written and signed statement attached to the lease, shall provide that the HOA shall have the right to terminate the lease upon the tenant's failure to observe any provisions of the HOA, or the Governing Documents. The owner(s) (Lessor), must provide the tenant with a copy of the HOA Declaration, Articles of Incorporation, By-Laws and the Rules and Regulations and the lease must include an attached signed letter that the tenant has read these documents and agrees to abide by them.

9.6: The unit owner(s) assumes full financial responsibility for his or hers tenant's, guest's, invitee's, contractor's and laborer's damage to any of the common area.

9.7: Units may be rented only in their entirety; no fraction or portion of a Unit may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval from the Board of Directors is obtained. No transient tenants may be accommodated in a Unit. No Unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the term of the lease.

#### **Section 10: Dues and Assessments**

10.1: All dues and assessment are to be paid by the 1<sup>st</sup> of the month, if paid after the 10<sup>th</sup> they will be subject to a late fee of the greater of \$25.00 or 5% of the delinquent assessment (or the delinquent installment of an assessment) or such greater amount allowed by law from time to time.

10.2: NSF or returned checks will be subject to a \$35 NSF charge plus a late fee of the greater of \$25.00 or 5% of the delinquent assessment (or the delinquent installment of an assessment) or such greater amount allowed by law from time to time.

#### **Section 11: Maintenance**

11.1: All lot owners' front and back lawns must be kept watered and properly maintained. In the event an owner fails to do so the HOA shall have all remedies available without limitation, including the right to impose or levy fine(s) and the right to maintain, restore or repair the lot, the cost of which shall be added to the assessments levied against the lot and owner by the HOA and which shall be collectible, and may be the subject of a lien and foreclosed, in the same manner as common expenses levied against the lot and lot owner by the Association.

11.2: All front and rear trees and hedges must be properly trimmed and maintained.

11.3: All home owners must maintain their lawns and have an adequate watering system to do so.

11.4: All lot owners must keep roofs & driveways maintained and free of mildew, fungus and dirt.

11.5: All lot owners must keep exterior walls and fences of their dwelling maintained and properly painted.

#### **Section 12: Construction**

12.1: Construction vehicle(s) shall be allowed entry to the community only after (1) approval of a project by the ARB and the BOD, (2) the HOA has been provided a valid certificate of liability insurance with respect to the contractor(s) being utilized and a copy of all required permits for the project, and (3) the HOA has been provided any other documentation as may be required by the BOD and/or the ARB.

12.2: Except in an emergency, no construction or maintenance work shall be allowed prior to 7:00 AM and all workers must leave the community by 8:00 PM.

12.3: Construction debris shall be placed in appropriate container(s) located on the homeowner's driveway. New construction materials shall be placed on the homeowner's property pending commencement of the construction project not to exceed 7 days prior to its use and shall be removed or soundly secured in the event of a Tropical Storm or Hurricane Warning. All risk and liability shall be borne by the owner(s) for damage(s) caused by any materials and/or debris. All sidewalks, easements, swales and roadways shall be left broom clean and undamaged at the end of each construction day. All obstruction to the above areas must be cleared as soon as reasonably possible.

#### **Section 13: Zero Lot Line**

13.1: In light of the fact the lots within Hanover Square and Windy Creek are zero lot line, the owners' of such lots are granted an easement and right of access by law and/or these Rules and Regulations over and upon the adjacent lot(s) to the extent reasonably necessary for the maintenance, upkeep and repair of their lots and all improvements situated thereon. After seven days written notice by the lot owner desiring to perform maintenance to the owner of the adjacent lot, such adjacent lot owner may not obstruct or interfere with such right of access (in

the event of an emergency no prior notice shall be required). The owner of the lot upon which the maintenance or repair is being performed shall be responsible for any damage caused to an adjacent lot or improvements thereon as a result of such maintenance or repair to the owner's lot and/or home.

Additionally, in the event water runoff from the roof of a home on a zero lot line home is causing damage or disturbance to an adjacent lot or home, as determined by the B.O.D., the owner of such lot/home causing the damage must install gutter(s) of a type, style and color approved or designated by the B.O.D. to address the situation within 14 days of written notice from the B.O.D. Failure to do so shall result in the Association being entitled to hire a contractor to install the gutter(s) and assessing the cost against the subject lot and lot owner, which shall be collectible, and may be the subject of a lien and foreclosed, in the same manner as common expenses levied against the lot and lot owner by the Association pursuant to the Declaration. The Association, or any agent or invitee thereof, shall have a right of access over and upon the subject lot and home to perform the installation of the gutter(s). Subsequent to installation, the lot owner shall be responsible for the maintenance, repair and replacement of the gutter(s). The aforesaid right of the Association to install the gutter(s), and assess the lot and lot owner the cost thereof, shall be in addition to, and not in lieu of, all other remedies available to the Association by law to enforce these Rules and Regulations.

#### **Section 14: Garage:**

14.1: No garage, public, or commercial sales of any type are permitted in Hanover Square and Windy Creek. The Board, as it may see fit, may permit no more than one annual community organized garage sale per year.

#### **Section 15: Conflicts with other documents & waivers; Enforcement**

15.1: It is not intended that the Rules and Regulations shall amend any other Governing Documents. In the case of any apparent conflict between these Rules and Regulations and the Declaration, the provisions of the latter shall govern. Any waiver by the BOD of the Rules and Regulations and/or consents or approvals may be altered or reversed by the BOD at any time and shall apply only to the individual or situation which led to its adoption and shall not be considered to set a precedent. The BOD reserves the right to amend, clarify or add to these Rules and Regulations at any time, by a majority vote of the BOD at a duly called and noticed meeting.

#### **Section 16: Enforcement, Fines and Suspensions**

In the event an Owner, or its tenant or other occupant of its Lot, fails to comply with any limitations, restrictions or provisions contained in the Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, applicable laws, or any other agreement, document or instrument affecting the Properties, as they each may be amended from time to time, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, to impose a charge on the Owner for the sums necessary to do whatever work is required to put the Owner or Lot in compliance, and any

combination thereof. In any proceeding arising because of an alleged failure to comply with such limitations, restrictions or provisions, the prevailing party shall be entitled to recover the costs of the proceeding and such party's reasonable attorneys' fees (including appellate attorneys' fees).

In addition to all other remedies, the Association shall have the right to impose suspensions, as well as impose and collect fines, in accordance with the procedures, parameters and requirements set forth in Section 720.305, Florida Statutes, as it may be amended from time to time. Notwithstanding the foregoing or anything else that may be contained herein to the contrary: (i) the Association shall have the right to impose fines of up to One Hundred Dollars (\$100.00) per violation or such greater amount as may be allowed under applicable law from time to time; (ii) a fine may be levied for each day of a continuing violation at the highest rate allowed under applicable law from time to time, and such fines may exceed One Thousand Dollars (\$1,000.00) in the aggregate or any such other statutory threshold after which fines may become lienable under applicable law from time to time; and (iii) fines of One Thousand Dollars (\$1,000.00) or greater (or such other amount as shall be allowed under applicable law from time to time) shall become a lien against the applicable Lot which lien shall be foreclosed in the same manner as an assessment.

All remedies available to the Association shall be cumulative, and the use of any remedy shall not preclude the use or exercise of any other remedy available to the Association.

**EXHIBIT "B"**

**The "Rules and Regulations of the Architectural Review Board" are hereby deleted and replaced with the following (Substantial rewording. See governing documents for current text.):**

**ITEMS:**

- 1: Construction of structure or improvements.
- 2: Exterior changes.
- 3: Play structures, Basketball hoops.
- 4: Walls, construction, wood and chain link fence.
- 5: Air conditioners and Window fans.
- 6: Mailboxes.
- 7: Roofs and solar panels.
- 8: Landscaping.
- 9: Antennas and DDS dish receivers.
- 10: House colors, changes and approvals.
- 11: Awnings, types, installations.
- 12: Enforcement notice and remedy.

1: Any owner who desires to construct an improvement or structure or make an exterior alteration, shall submit the following to the A.R.B. for approval: two (2) complete sets of all plans and specifications on the provided request form(s) and samples of proposed building materials and colors (i.e. paint chips, tiles etc.). Additional documentation may be required prior to the ARB's decision. One set will be returned to the homeowner with a copy of the decision. If the ARB disapproves you may appeal the decision to the B.O.D pursuant to the procedure set forth in Section 6.03 of the Declaration as amended or renumbered from time to time. All work thereafter shall adhere to the Association's Rules and Regulations and local government requirements and codes and shall be completed in a timely manner.

2: Exterior changes shall be compatible with the original building theme adopted by the developer unless otherwise approved.

3: All fixed or portable play structures shall be located behind the residence constructed on the lots. Mobile basketball hoops may remain in front of the unit owner's driveway and may not obstruct the flow of traffic. All such fixtures shall be maintained in good repair or must be immediately removed or disposed of upon the written request of the A.R.B. and/or B.O.D.

4: All fence walls located in the front yard of a lot shall be concrete block with a stucco finish and in accordance with the design of the house. All front fencing shall not be greater than 6 feet in height and rear fencing not greater than 8 feet in height and must be well maintained.

4.1: Wood fencing (shadow box style) shall have a natural, clear varnish, brown, white, or redwood finish. The finish must continue the length of the fence. All wood fencing shall be maintained in complete and upright good repair or be removed at the owner's expense.

4.2: Vinyl coated cyclone fences in front of the home must have hedges placed on the immediate exterior of the fence along its length and interior of the fence along its entire length on the sides and back of the lot. Hedges are to be trimmed to a minimum height of the top edge of the fence, and must conceal its presence.

4.3: Simulated wood fencing (PVC) must be white in color. Approval of the exact white color shall be approved by the ARB.

5: No window or wall air conditioning or window mounted fan units are permitted with the exception of kitchen exhaust fans. Exceptions shall be made to this rule during extended power outage.

6: All mailboxes or receptacles for the delivery of newspapers, magazines and/or mail shall be in accordance with the regulations established by the United States Postal Service. All mailboxes must be maintained in good working order and physical condition and may not adversely affect the visual surrounding environment.

7: Roofs shall be concrete tile, clay tile, or metal. However, only metal roofs with standing-seam are permitted. No asphalt shingle, gravel or tar roofs are allowed. Solar panels are permitted with ARB approval.

8: Any change in, or modifications to, landscaping including tree removal, new plants, trellis work, etc., must have the prior approval of the ARB. The planting of individual plants that grow to an average maximum of less than 2 and ½ feet, or the seeding of seasonal flowers, is excluded from this requirement.

9: Antennas and Dish style satellite receivers (DSS) shall be no larger than one meter in diameter, and must not be immediately visible from the road if the signal can be obtained in a non-visible location.

10: The A.R.B. and/or B.O.D. must approve any change of the exterior color of a home. The color(s) of paint of each home must be done in an aesthetically pleasing manner as to maintain uniformity and consistency with the existing colors in the neighborhood and neighboring homes and improvements. Painted exteriors must be maintained in good visible condition.

11: Awnings made of canvas materials or otherwise and decorative shutters shall be permitted on house openings and walkways that are visible from the street upon approval of the ARB. All materials shall be maintained in good visible repair and condition and shall be repaired, removed or replaced upon written notification from the A.R.B and/or B.O.D. Metal scalloped or clamshell type collapsible awnings shall not be permitted on the front exterior of a home.

12: Unapproved changes and/or non-compliance with the stated A.R.B. and the H.O.A. Rules and Regulations may be cause, upon demand, for the homeowner to immediately make the necessary changes for compliance. After notification, non-compliance shall be cause for the A.R.B. and/or B.O.D. to make the necessary conforming changes. The HOA can remedy the offense and recover such expenses and all fees incurred by the Association in remedying the non-compliance. Such expenses and fees incurred by the HOA shall be an assessment against the owner and owner's lot, which shall be collectible, and may be the subject of a lien and foreclosed, in the same manner as assessments for common expenses levied by the HOA. In addition to such remedy, a fine shall be issued against the homeowner and the homeowner's property and the Association may also file suit against the lot owner seeking all remedies available at law or in equity.