

THE CLIFFS PROPERTY OWNERS ASSOCIATION RULES JANUARY 2017

PREAMBLE

This document amends and substitutes for the Cliffs at Snow Canyon Rules and Regulations.

At a Board meeting held on January 10, 2017, which meeting was called pursuant to Utah Code § 57-8a-217 amendments to Section 4 (enforcement) and the addition of Section 21 (fines) were made and all other Sections were ratified by the Board of Directors of the Cliffs Property Owners Association ("CPOA") (formerly the Cliffs at Snow Canyon Owners Association. Of the foregoing amendments the following are necessary to comply with changes in the Utah Community Association Act, Utah Code 57-8a-208: Section 4 and the addition of Section 21. (The necessary amendments are indicated hereafter in *italics*). Finally, the Association's self-help remedies to correct a violation are clarified in Section 21.

Pursuant to Utah Code § 57-8a-214(2)(a) and -217(2)(a), reasonable notice that the Board was considering adopting the Sections at the meeting was delivered to the Lot owners at least 15 days before the Board meeting.

At the meeting, the Board provided an open forum giving Lot owners opportunity to be heard before the Board adopted the Sections. (Utah Code § 57-8a-217(2)(b)).

A copy of these Rules and Regulations, in their entirety, with amended Sections, was delivered to Lot Owners within 15 days after the Board meeting. (Utah Code § 57-8a-214 and -217(2)(c)).

Pursuant to Utah Code § 57-8a-214(4), notice has been given to Lot Owners that they have 60 days after the Board meeting to disapprove of the Board's adoption of the Sections. Disapproval is only effective if there is a vote of at least 51% of the allocated voting interests of the Lot Owners in the CSCOA and the vote is taken at a special meeting called for that purpose by the Lot Owners as provided for in the Declaration, Articles of Incorporation, or Bylaws. However, the Board has no obligation to call a special meeting of the Lot Owners to consider disapproval unless the Lot owners submit a petition, in the same manner as provided for in the Declaration, Articles of Incorporation, or Bylaws for a special meeting to be held. Should the Board receive such petition, the amended Sections will remain in effect, but actions to enforce will be stayed pending the outcome of the special meeting.

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1. DEFINITIONS

- 1.1. Unless otherwise defined in these Rules, terms used in these Rules have the same meaning as used in the Master Restated Declaration of Covenants, Conditions, and Restrictions of The Cliffs of Snow Canyon as from time to time amended by the Board of Trustees of The Cliffs Property Owners Association.
- 1.2. The use of the masculine shall include the feminine and the singular shall include the plural when common usage makes it appropriate.
- 1.3. *Clubhouse* means the Common Area building used for meetings and gathering but does not include the Exercise Room or the Pool.
- 1.4. *Community* shall have the same meaning as the term Property as defined in the Master Restated Declaration of Covenants, Conditions, and Restrictions of The Cliffs of Snow Canyon.
- 1.5. *Exercise Room* means the portion of the Common Area building used for indoor exercise equipment.
- 1.6. *Guest* means any Owner's resident family member, non-resident family member, guest, visitor, tenant, or business invitee.
- 1.7. *Guidelines* means The Cliffs Property Development Guidelines as from time to time adopted or amended by the Board.
- 1.8. *Holiday* shall mean the days established by the U.S. Office of Personnel Management for federal employees pursuant to its authority set forth at 5 U.S.C 6103.
- 1.9. *Pool* means the Common Area swimming facility.
- 1.10. *Spa* means the Common Area hot tub facility.

2. OWNER RESPONSIBILITIES

- 2.1. The limitations, restrictions, and prohibitions governing the Community shall apply to Owners and Guests, and when a limitation, restriction, or prohibition set out in these Rules is addressed to an Owner, it shall read as applying to the Guest and the Owner hosting that Guest shall assure the guest's compliance with them.
- 2.2. An Owner shall not interfere with another Owner's right to quiet enjoyment of the property.
- 2.3. An Owner shall notify a Guest of the limitations, restrictions, and prohibitions set out in these Rules.
- 2.4. An Owner shall be responsible for the conduct of Guests in the Community.
- 2.5. An Owner shall be responsible for the violation by a Guest of these Rules or of any Community-Wide Standard, as defined in the Master Restated Declaration of Covenants, Conditions, and Restrictions of The Cliffs of Snow Canyon.

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3. ASSUMPTION AND LIMITATIONS OF LIABILITY

- 3.1. An Owner is solely responsible, including financially for any damages or injury, for the behavior of his animals and pets and an Owner shall indemnify the Board, the Association, and the Association's Manager and hold them harmless against any loss or liability of any kind arising from an animal or pet which an Owner has kept in the Community.
- 3.2. An Owner hosting a private event at the Clubhouse shall indemnify the Board, the Association, and the Association's Manager and hold them harmless against any loss or liability of any kind arising from the behavior and comportment of a Guest during the private event at the Clubhouse and for any damages which may occur during the private event at the Clubhouse.
- 3.3. As a condition of use of the Pool or the Spa, an Owner using or allowing Guests to use the Pool or the Spa acknowledges that there is no lifeguard on duty at any time, that all persons using the Pool or the Spa do so at their own risk, that the CPOA, the Board, and Paul Properties assume no responsibility for accidents or injuries or damage to persons or property, and that the Owner is responsible for the conduct of Guests who use the Pool or the Spa.
- 3.4. As a condition of use of the Exercise Room, an Owner using or allowing Guests to use the Exercise Room acknowledges that there is no trainer on duty at any time, that all persons using the exercise equipment do so at their own risk, that the CPOA, the Board, and Paul Properties assume no responsibility for accidents or injuries or damage to persons or property, and that the owner is responsible for the conduct of Guests who use the exercise equipment.

4. ENFORCEMENT

- 4.1. A violation of the Association' Governing Documents, including these Rules, or of any Community-Wide Standard shall be reported first to the Community's property manager, Paul Properties (435-674-3444).
- 4.2. For the violation of the Association' Governing Documents, including these Rules, or of any Community-Wide Standard shall not related to vehicles the Board of Trustees may impose a fine according to Section 21, below.
- 4.3. For the violation of the these Rules related to vehicles the Board of Trustees may, without further notice to an Owner or Guest, engage the services of a towing company to boot or remove the vehicle, and the Owner shall pay the cost for boot removal or for towing and storage.

5. PROPERTY ACCESS

- 5.1. The Community's property manager, Paul Properties (435-674-3444), shall furnish to each Owner:
 - 5.1.1. an electronic gate opener and operating code for gate access; and
 - 5.1.2. a paddle with fob for access to the Pool and Exercise Room.
- 5.2. An Owner shall pay to Paul Properties the fee established by the Board for the cost of these items.

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6. GENERAL USE RESTRICTIONS

- 6.1. An Owner shall not place or use on any Lot at any time any temporary building or structure, camp trailer, tent, shack, garage, barn, shed or other out building.
- 6.2. An Owner shall not make any exterior modification, addition or change to a Lot without having first obtained the approval of the Design Review Committee ("DRC").
- 6.3. An Owner shall not place or use on any Lot at any time a temporary or permanent clothesline or store any article which is visible from any private street, adjoining Lot or Common Area.
- 6.4. An Owner shall not permit on any Lot at any time any clutter, debris, or other such material which is visible from any private street, adjoining Lot or Common Area.

7. PETS AND ANIMALS

- 7.1. An Owner shall not keep animals which by their nature or their number violate St. George City Ordinances governing the keeping of animals.
- 7.2. An Owner shall not permit an animal or pet to create any nuisance to the Community or to another Owner.
 - 7.2.1. Nuisance, as used in this section, includes, but is not limited to: personal injury or property damage, barking that is offensive to another Owner that is not immediately stopped, an animal that exhibits aggressive or vicious behavior, or an animal that is conspicuously unclean or parasite infested.
- 7.3. An Owner shall not permit an animal to roam the Property unattended and shall be kept any dog, cat and other pet on a leash while outside of the Owner's Lot.
- 7.4. An Owner shall not tether an animal to any stationary object.
- 7.5. An Owner shall not house an animal outside of the Owner's house.
- 7.6. An Owner shall not permit an animal to enter or stay at the Pool, the Clubhouse, or the exercise Room.
- 7.7. An Owner shall immediately pick-up and properly dispose of any animal fecal waste on the Owner's Lot, on the Lots of other Owners, and on Common Property.

8. TRASH CANS

- 8.1. An Owner shall not place a trash can on the street more than 24 hours before trash pickup day (Monday).
- 8.2. An Owner shall remove a trash can from the street within 24 hours after trash pickup.

9. GARAGE DOORS

- 9.1. Garage doors shall be closed when immediate access is not required.

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10. STORAGE

- 10.1. An Owner shall store bikes, tools, trash cans, trailers, boats, equipment and other items in a garage or out of view behind an enclosure approved by the DRC.

11. POOL, SPA, AND EXERCISE ROOM USE

- 11.1. An Owner may invite Guests to use the Pool, the Spa and the Exercise Room.
- 11.2. An Owner may not use the Pool, Spa, or Exercise Room unless he has a paddle and fob with Lot number in plain sight while at the Pool, Spa, or Exercise Room.
- 11.3. An Owner may use the Pool, Spa, or Exercise Room during the hours of operation.
 - 11.3.1. The Pool and the Spa shall be open for use from 8 a.m. until 11 p.m.
 - 11.3.1.1. The CPOA will heat the Pool from April 1 through October 31.
 - 11.3.1.2. The CPOA will heat the Spa during the hours of operation from April 1 through October 31 and from 10:00 a.m. to 10:00 p.m. from November 1 through March 31.
 - 11.3.1.3. The Exercise Room shall be open for use from 5 a.m. until 11 p.m.
- 11.4. An Owner who uses the Spa shall ensure that the cover is replaced on the spa after use during the months from November 1 through March 31.
- 11.5. An Owner using the Exercise Room shall clean up, turn off lights, set the temperature on the heating/air conditioning back to the non-use levels, and lock up the Exercise Room at the end of the use.
- 11.6. An Owner shall not use any bicycle, skateboard, or roller blade in the Pool area.
- 11.7. An Owner shall not permit any person under 18 years of age to use or be present at the Pool, the Spa, or the Exercise Room unless that person is accompanied by a responsible adult at all times.
- 11.8. An Owner who uses the Pool or the Spa shall abide by other rules posted in the Pool area.

12. CLUBHOUSE

- 12.1. An Owner may use the Clubhouse from 5 a.m. until 11 p.m. daily provided the Owner has reserved it for a private function through the property manager, Paul Properties (435-674-3444).
- 12.2. An Owner using the Clubhouse shall clean up, turn off lights, set the temperature on the heating/air conditioning back to the non-use levels, and lock up the Clubhouse at the end of the use.
- 12.3. An Owner reserving the Clubhouse for a private function shall deposit \$50 which amount shall be returned if the Clubhouse is left clean and furnishings are returned to their proper places.
- 12.4. The Clubhouse shall not be available for a reservation for two or more consecutive days and can be reserved during Holidays.
- 12.5. An Owner shall not use the Clubhouse for a private event involving more than 50 guests unless the Owner has paid a non-refundable cleaning fee of a minimum of \$150 and has received approval from the Board of Trustees a month in advance of the event date.
- 12.6. The Pool and Pool area shall not be reserved for private events and other

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Owners shall not be prohibited or impeded from use of the Pool when a private event is taking place in the Clubhouse.

13. MAINTENANCE, APPEARANCE AND MODIFICATIONS

- 13.1. An Owner shall maintain his Lot in a clean state of appearance and preservation, and consistent with the overall appearance and aesthetics of the Community as a whole.
- 13.2. An Owner shall keep the front porch, back porches, front yard area, backyard area, and driveway of his Lot free from debris and clutter.
- 13.3. Any item deemed by the Board to be a hazard or a nuisance shall immediately be removed by an Owner from a Lot upon the request of the Board.
- 13.4. An Owner shall not install or maintain an exterior antenna or satellite dish of any type on his Lot except as approved in advance in writing by the Board or the DRC.
- 13.5. All home improvements, modifications, and additions to the exterior of the residence or to the lot (including statues and any other décor that would be clearly visible from the street or from other lots) shall be in compliance with the Property Development Guidelines and shall be approved in writing by the DRC prior to commencement of work or installation.

14. NEW CONSTRUCTION

- 14.1. Construction on Lots shall conform to the Property Development Guidelines and shall not be undertaken without the prior written approval of the DRC.
- 14.2. The DRC shall have the authority to require a construction damage deposit for construction on Lots.

15. FENCES AND HEDGES

- 15.1. No fence or boundary hedge shall be installed on a Lot without the prior written approval of the DRC.

16. SPEED LIMITS

- 16.1. Speed on the streets in the Cliffs shall be limited 20 MPH for all areas.

17. RENTING AND LEASING OF RESIDENCES

- 17.1. An Owner shall not rent, lease, or otherwise allow a non-owner to occupy a residence except in accordance with Article VI Section 6 of the Master Restated Declaration of Covenants, Conditions, and Restrictions of The Cliffs of Snow Canyon.

18. EXTERIOR DECORATIONS

- 18.1. An Owner shall not install or maintain any exterior décor except as set

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forth in this Rule.

- 18.2. An Owner shall affix permitted Holiday decorations to the home or within the walls of the courtyard of the Lot.
- 18.3. Seasonal decorations (summer, winter, spring, fall) shall be placed only on home or courtyard doors or gates.
- 18.4. Christmas decorations shall not be placed any time before the day following Thanksgiving and they shall be removed no later than January 10.
- 18.5. Exterior décor for other Holidays shall not be placed any time before ten (10) days before the Holiday and they shall be removed no later than one week following the Holiday.
- 18.6. An Owner shall, immediately upon receiving notice from the Board, remove any exterior décor deemed by the Board to be a hazard or a nuisance.

19. VEHICLES AND PARKING

- 19.1. An Owner shall keep his personal automobile parked in his garage.
- 19.2. An Owner shall permit a commercial vehicle to be parked on the Property while in the process of being loaded or unloaded but in no event overnight.
- 19.3. An Owner shall allow a visitor to park his personal automobile curbside or in his driveway during the period of the guest's visit, but in no event for longer than one week.
- 19.4. An Owner shall not park or permit to be parked any boat, trailer, bus, motor home, truck or camper for longer than 12 hours on any Lot, driveway, or street on the Property and in no event overnight.
- 19.5. An Owner shall not park an vehicle that is inoperable, unregistered, or deemed by the Board to be in disrepair at any time at any location on the Property.

20. LOT SALES, HOME SALES, AND OPEN HOUSE SIGNAGE

- 20.1. A realtor who has the listing for the sale of a lot or a residence in The Cliffs shall obtain from the Association's Property Manager a code for entry at the gate of the Community which shall be valid only during the period during which the listing is active.
- 20.2. The code shall be entered in the listing of names in the Callbox at the gate.
- 20.3. Potential buyers desiring to visit the property shall call the realtor from the Gate Callbox, and the realtor shall open the gate for the visitor using the cell phone code "9".
- 20.4. A realtor shall not give access through the gate to a potential buyer by providing the gate code assigned either to the realtor or to the homeowner by the Association's Property Manager.
- 20.5. A realtor or a Community member selling "by owner" shall use open house signs approved by the POA.
- 20.6. One open house sign may be placed outside the gates and one flag may be placed on that sign. One brokerage or homeowner open house sign may be placed at the home and one flag may be placed on that sign. Directional signs may be placed to direct visitors to the open house.
- 20.7. Signage shall meet the following standards:

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- 20.7.1. The dimensions of the sign shall not exceed 24 inches by 24 inches.
- 20.7.2. The color of the sign shall be Bolt Brown (Sherwin Williams 4001) or the equivalent color made by another manufacturer.
- 20.7.3. All letters and graphics on the sign shall be white or beige in color.
- 20.7.4. The height of the sign shall not exceed five feet when placed on the ground.
- 20.7.5. A temporary "Open House" or "For Sale" A-frame sign may be displayed on a lot only during times when the listing agent or the lot owner is actually holding an open house for the property.
- 20.8. The Board, in its sole discretion, may suspend a realtor's access to the property for violation of this Policy.
- 20.9. A Community member selling "by owner" shall not place a "For Sale" sign anywhere on the lot or in the Community except as set out in this Policy.
- 20.10. [Reserved]
- 20.11. An open house sign may be placed outside the gates or at the home for sale only during the time when the realtor is actually present and conducting the open house or, if the home is for sale "by owner", then only during the actual open house hours.
- 20.12. Signs not otherwise authorized by these Rules shall be removed by a lot owner or his real estate agent no later than August 1, 2015.

21. FINES AND SCHEDULE OF FINES.

- 21.1. **General Schedule of Fines.** *Fines will be assessed for any violation or non-compliance with the Association's Governing Documents as specifically provided for in the General Schedule of Fines as set forth in subsection 21.9 below.*
- 21.2. **Establishment of a Violation.** Any violation of the Governing Documents of the Association is subject to a fine as provided for in these Rules.
 - a. Policy. Fines are an effective way to obtain compliance with the Governing Documents. However, situations may arise where legal or equitable enforcement action is prudent to be taken in addition to or in lieu of fines. This issuance of fines shall be governed by the procedures in this Section 21.
 - b. Written Warning. *Upon verification of the probability of a violation, and whether or not an "Initial Reminder Notice" has been sent, the Board or its agent shall cause to be sent the Lot Owner ("Owner") – prior to assessing a fine -- a Written Warning that the violation exists. The Written Warning will include the following:*
 - (i) *a description of the violation;*

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- (ii) *a statement of the rule or provision of the Governing Documents that the Lot Owner's conduct violates;*
 - (iii) *if the violation is a continuing violation, a statement of the time that is not less than 48 hours after the day on which the Board of Directors gives the Lot Owner the written warning by which the Lot Owner shall cure the violation. A "continuing violation" is one that continues without interruption for a period of twenty four (24) consecutive hours or more.*
 - (iv) *for violations that are not a continuing violation, a statement that the Board of Directors may, in accordance with the provisions of this Policy, assess fines against the Lot Owner if the Lot Owner commits similar violations within one year after the day on which the Board of Directors assesses the initial fine against the Lot Owner.*
- c. *Failure to Comply/Basis for Fining.* *Failure to comply with the Written Warning will result in one or more of the following (which shall be cumulative and not exclusive):*
 - (i) *A fine, according to subsection 9 below, being levied by the Association against the Owner. The Board of Directors may assess a fine against a Lot Owner if (A) for a non-continuing violation, the Lot Owner commits another violation of the same rule or provision identified in the Written Warning within one year after the day on which the Board of Directors gives the Lot Owner the Written Warning,; or (B) for a continuing violation, the Lot Owner does not cure the violation within the time period that is stated in the Written Warning described above;*
 - (ii) *In lieu of and without fining, the Association may, upon following the procedures in subsection 5 below, correct the violation and levy an assessment and record a lien against the Owner's Lot as may be permitted under the Association's Declaration.*
 - (iii) *If, however, the Association chooses to fine rather than proceeding under subsection (c)(ii) above, once the total fine for a violation reaches \$100.00, the Association may, in addition to the fines then levied, correct the violation at the expense of the Owner upon following the procedures in subsection (c)(ii) above.*
 - (iv) *Any other remedy under law, or at equity, including injunctive relief.*

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- d. Subsequent Fines Without Notice. After the Board of Directors assesses a fine against a Lot Owner under this Fine Policy, the Board of Directors may, without further warning to the Lot Owner, (i) assess an additional fine according to subsection 9 below against the Lot Owner each time the Lot Owner commits a violation of the same rule or provision within one year after the day on which the Board of Directors assesses a fine for a violation of the same rule or provision; or (ii) assess an additional fine according to subsection 9 below against the Lot Owner each time the Lot Owner allows a violation to continue (a continuing violation) for ten (10) days or longer after the day on which the Board of Directors assesses the fine. As to a continuing violation under (d)(ii), the Board may only assess a subsequent, additional, fine every tenth day following the previous fine.
- e. Hearing. A Lot Owner who is assessed a fine may request an informal hearing before the Board of Directors to dispute the fine within thirty (30) days after the day on which the Lot Owner receives notice that the fine is assessed. At the hearing, the Board of Directors shall (i) provide the Lot Owner a reasonable opportunity to present the Lot Owner's position to the Board of Directors; and (ii) allow the Lot Owner, a Board member, or any other person involved in the hearing to participate in the hearing by means of electronic communication. If a Lot Owner timely requests an informal hearing, no interest or late fees may accrue until after the Board of Directors conducts the hearing and the Lot Owner receives a final decision.
- f. Appeal. A Lot Owner may appeal a fine assessed by initiating a civil action within 180 days after (i) if the Lot Owner timely requests an informal hearing, the day on which the Lot Owner receives a final decision from the Board of Directors; or (ii) if the Lot Owner does not timely request an informal hearing, the day on which the time to request an informal hearing expires.
- g. Assessment. A fine may be levied as an assessment against the Lot of the Owner after the time for appeal has expired.

21.3. **Delegation.** A Board of Directors may delegate the Board's rights and responsibility to a managing agent. However, the Board of Directors may not delegate the Board's rights or responsibilities concerning the holding of a hearing.

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21.4. Corrective Action. Where a Violation is determined to exist the Board may, in lieu of or as a part of the fining process, undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be corrected, removed or abated without undue expense and without breach of the peace. Where management decides to initiate such action, the following will apply:

- a. The Board must give the Owner and any third party directly affected by the proposed action written notice that unless corrective action is taken within a time period set by the Board, which time period shall not be less than 14 calendar days, the Board may cause such action to be taken at said Owners cost. Such notice may be given at any time.
- b. Costs incurred in correcting or eliminating the Violation will be charged back to the Owner as an Assessment as may be provided for in the Declaration.
- c. The Association, and its agents and contractors will not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Section where the Association and its agents have acted reasonably and in conformity with the Governing Documents.

21.5. Referral to Legal Counsel. Where a Violation is determined to exist the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

21.6. Cure of Violation During Enforcement. An Owner may correct a violation at any time during the pendency of any procedure prescribed by these Rules. Upon verification that the violation has been corrected, the violation will be deemed resolved, but the Owner will remain liable for all costs and fines.

21.7. Utah Code. All fines set forth in these Rules and Regulations shall be levied in accordance with Utah Code 57-8a-208, as such may be amended from time to time.

21.8. Schedule of Fines

- a. **Fines for Continuing Violations.** Except as provided for in Section 21.10, fines for continuing violations shall be grouped into two categories:
 - (i) continuing violations involving architecture and those that, in the sole

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discretion of the Board, involve safety of persons or property; and (ii) all other continuing violations. The fines for category (i) and category (ii) violations shall be as follows:

Category (i)

- (A) Initial fine: \$500
- (B) Additional fines: \$100 for each consecutive 10 days the violation continues

Category (ii)

- (A) Initial fine: \$25
- (B) First additional fine: \$50
- (C) Further Additional fines: \$100 each consecutive 10 days the violation continues

b. **Fines other than Continuing Violations.** Fines for violations that are not continuing violations shall be as follows:

- (i) Initial fine: \$25
- (ii) First additional fine: \$50
- (iii) Further additional fines: \$100 each

c. **Interest, Costs and Fees:** Accrued interest at the rate of 18% per year, a late payment service charge of \$10.00 per month and attorney fees and costs of collection shall be added to the amount of the cumulative total fine.

21.9. Extraordinary Violations; Exceptions to General Schedule of Fines.

Notwithstanding the General Schedule of Fines as provided above for violations of occupancy or rental restrictions the initial fine shall be \$1,000 and if the violation is a continuing violation, additional \$100 each consecutive 10 days the violation continues.

IN WITNESS WHEREOF, the foregoing Rules and Regulations for The Cliffs Property Owners Association were unanimously adopted by the Directors at a meeting of the Board held on January 10, 2017.

Ron Stoughton, President

Attested to by:

James Elegante