

Updated: March 29, 2022

Updated: May 23, 2019

Original: April 30, 2018

These rules and regulations may be modified, added to or repealed by the Board of Directors.

Rules and Regulations of Ashton Parc

The Rules and Regulations contained herein have been adopted by the Ashton Parc Board of Directors, pursuant to the Declaration of Covenants and Restrictions and the Articles of Incorporation and By-Laws of Ashton Parc. These rules and regulations will be maintained by the Association as changes are duly adopted. Furthermore, the rules and regulations may be amended from time to time. These rules are cumulative with the restrictions contained within the Declaration, which shall control to the extent of any inconsistency.

Definitions. For purposes of these Rules and Regulations, the following definitions shall apply unless specifically provided to the contrary.

- a. **"ACC"** shall mean the Ashton Parc Architectural Control Committee.
- b. **"Association"** shall mean Ashton Parc Homeowners Association, Inc.
- c. **"Board"** shall mean the Ashton Parc Board of Directors.
- d. **"Common Property"** shall mean all property owned by the Association as recorded in the Public Records of Broward County, Florida.
- e. **"Ashton Parc"** shall mean all of the property as recorded in the Public Records of Broward County, Florida.
- f. **"Ashton Parc Governing Documents"** shall mean the Declaration of Covenants and Restrictions, the Articles of Incorporation, the Bylaws and the Rules and Regulations of Ashton Parc, which along with any and all policies and procedures, all as amended from time to time.
- g. **"Management Company"** shall mean a property management company retained by the Ashton Parc Board of Directors, from time to time, to manage the business of Ashton Parc Homeowners Association, Inc.
- h. **"Owner"** shall mean the owner of a unit within Ashton Parc as recorded in the Public Records of Broward County, Florida.
- i. **"Resident"** or **"Residents"** shall refer to people who reside in a dwelling unit located in Ashton Parc.
- j. **"Rules and Regulations"** shall mean the rules and regulations adopted by the Board, and where applicable, the ACC.

Animals and Pets. The following rules and regulations shall apply to animals and pets.

- a. **Types of Animals Permitted.** All animals must be licensed and current with health shots, and the Association, on behalf of the Board and through management, shall have the right to require an Owner provide documentation that the dog is licensed and is current on its health shots/vaccinations. The Board shall have the authority to require such documentation as a condition of maintaining a pet. Only common domestic pets, as permitted by County Ordinance, may be kept on any lot (i.e. – including dogs, cats, fish, small birds, and excluding, without limitation, snakes, wild animals, and livestock, except to the extent permitted by the Declaration) or in any residence in Ashton Parc but in no event for the purpose of breeding or for any other commercial purpose.
- b. **Leashing.** Dogs and cats must be leashed at all times unless confined within a fenced portion of an Owner's property.

c. Cleanup of Waste. Residents must remove their dogs' or cats' (or other pets') waste. Failure to remove such waste shall constitute a violation and may also be deemed as a nuisance, in the sole discretion of the Board, acting through management, security and/or a committee, . The Association reserves the right to utilize DNA testing procedures and technologies to evaluate the source of pet waste, but shall not be required to do so. In the event such DNA testing technology is utilized, the Association shall be entitled to obtain a sample from each pet as needed to utilize such testing.

d. Removal of Pets Which Create a Nuisance and/or Threat to the Residents. No pet shall create a nuisance, which determination shall be in the sole discretion of the Board. The Association, acting through the Board, shall have the authority to remove pets which, in the sole discretion of the Board, are determined to create a nuisance on the property (including, but not limited to those pets reasonably determined to be a threat to the Residents or other pets, unsanitary, and/or a noise disturbance), A pet which, in the sole discretion of the Board, creates a nuisance shall be removed upon reasonable written notice.

If any animal, in the sole discretion of the Board, demonstrates a threat or danger to the health, safety and welfare of the Ashton Parc community, the Owner/Resident must remove said animal from the property within forty-eight (48) hours of receiving written notice from the Association.

Pursuant to the authority given to the Board by the Declaration, the Board may designate breeds of dogs that are prohibited based upon a determination by the Board of Directors, in its reasonable business judgment, that such breeds are considered dangerous.

Commercial Activity: Except for normal construction activity, sale, and re-sale of a Home, no commercial or business activity shall be conducted in any Lot within Ashton Parc. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Ashton Parc. No solicitors of a commercial nature shall be allowed within Ashton Parc, without the prior written consent of Association. No garage sales are permitted, except as permitted by Association. No day care center or facility may be operated out of a Home.

Common Areas (Including Pool):

a. Risk of Use. The use of the Cabana and pool shall be at the risk of those using the Cabana and pool and, not in any event, at the risk of the Association.

b. Pool:

i. Use of the Cabana requires advanced reservations. Use of Cabanas shall be limited to Residents. Reservations are to be made through the Management Company office which will supply the Resident with an application which must be completed by the Resident and returned to the Management Company with a security deposit in the form of a check made payable to Ashton Parc in the amount of 200.00, or as determined by the Board. The security deposit is refundable within one (1) week after the date of use if the area reserved was not left in a littered or damaged condition after use. The application will be processed and the Management Company will furnish the Resident with a receipt indicating the date and hours reserved.

ii. No alcoholic beverages are permitted in the Ashton Parc Cabana area at any time.

iii. No smoking of tobacco or any other substances controlled or otherwise.

iv. The gate to the pool should be kept closed at all times.

v. Any existing and posted pool area rules are adopted and incorporated herein by reference.

vi. Skate boarding, roller skating, riding electric vehicles, cycling, ball playing, running, and similar

activities are not permitted in the pool area, or other recreational facilities. No skate boards, roller skates/rollerblades, electric vehicles, bicycles, sports balls, or similar items shall be permitted to be used, kept, momentarily possessed, stored, or otherwise brought to the pool deck, or other portions of the common areas.

Cooking: No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. No cooking shall be permitted in the Front Yard or driveway of any Home or Lot. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Ashton Parc.

Decorations: Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Ashton Parc without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or Lot)

Drones: The following rules for drones have been adopted by the Board of Directors:

- FAA requires all drones over .55 lbs to be registered with faadronezone.faa.gov
- All federal, state and local guidelines must be followed accordingly
- Operators may not operate drone equipped with imaging equipment without authorization from the Association.
- Operators may not fly drones over other residents' lot without that particular resident's consent
- Operators may not fly drones over roadways, the Association pool, or Association buildings
- Drones may only be operated from sunrise to sunset
- Drones may not be used in such a manner as to cause nuisance to others in the community
- Operators must provide insurance for property damage and liability
- Operators will be held liable for any damage caused by the drone

Exterior Changes to the Property: Any exterior changes to your property must be approved by the ACC Committee. This includes, but is not limited to, installation of windows, doors, pavers and landscaping changes. An application is available from the Property Management Office. Any exterior modification completed without approval will be in violation.

Fences & Walls: No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approval of the ACC. Fences on the sides of a Home shall be six (6) feet, wood (natural wood stain or other color approved by the ACC), shadowbox or stockade. The rear fencing of lakefront Homes shall only be permitted to be black aluminum railing which may only be four (4) feet in height. No chain link fencing shall be permitted within Ashton Parc. No fences, walls, structures or trees shall be permitted within any lake maintenance easement of the Association or within any Common Area property abutting the lakes.

Garages: No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Garbage Cans: Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient

for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Lots so that they are not visible from outside the Lot on the day of pickup.

Hurricane Shutters: Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. An approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

Leases: Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. No short term rentals permitted. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Ashton Parc. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Ashton Parc or administered by Association. Each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the prior written approval of Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any

mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section.

Liability for Acts of Others. Owners and residents shall be held responsible for the actions of their animals, children, guests, invitees, tenants, employees and guests.

Minor's Use of Facilities: Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Association shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of sixteen (16) shall be accompanied by an adult at all times.

Noise: Loud music is not permitted at the pool or in the common areas of the community.

Local noise ordinances governing sound transmission may not be exceeded at any time. Music in private outdoor areas shall be lowered after 10 P.M. on weeknights (Sunday-Thursday) and after 11 P.M. on weekends (Friday-Saturday).

Satellite Dishes and Antennas: No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval of the ACC. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of satellite dishes, antennas and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents of Ashton Parc. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others and satellite dishes must be on the fascia board when possible with no exposed wires. AH antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Signs & Flags: No sign (including brokerage or for sale/lease signs), flag, banner, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Ashton Parc that is visible from the outside without the prior written approval from the ACC as required by this Declaration; and without the prior written approval thereof by governmental agencies, if necessary (e.g., permit boards); provided, however, signs required by governmental agencies and approved by the ACC may be displayed. "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12" x 12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of Simonton Court while the Developer still holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles shall be permitted within Ashton Parc, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval.

Speed Limit: Community Speed Limit is 15 M.P.H. No exceptions.

Sports Equipment: No recreational, playground or sports equipment shall be installed or placed within or about any portion of Ashton Parc without prior written approval of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval of the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner lot Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the

Home. No tennis courts are permitted within Lots.

Storage: No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.

Swimming, Fishing, Boating, Docks and Wildlife: Swimming, fishing and feeding wildlife are prohibited within any of the lakes or waterbodies within or adjacent to Ashton Parc. Boating and personal watercraft (e.g., jet skis) are prohibited. No private docks may be erected within any waterbody.

Vehicles. The following rules and regulations shall apply to vehicles:

a. Certain Vehicles Restricted.

i. Commercial Vehicles. No commercial vehicle (as more specifically defined by the Declaration), limousines, house trailers, and trailers of every other type, kind, or description, may be kept within Ashton Parc except in the garage of a Home. No recreational vehicles or campers shall be stored within Ashton Parc.

ii. No boats shall be stored within Ashton Parc.

iii. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Ashton Parc.

b. Number of Vehicles Limit. No more than four (4) vehicles are permitted per unit.

c. Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Ashton Parc or a Lot except on the surfaced parking area thereof. All vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Simonton Court except during the period of a delivery. Personal vans, personal trucks of one (1) ton capacity or smaller, and other personal vehicles may only be parked within the driveway or garage of a Home, if any. If at any time parking is permitted in the streets within Ashton Parc, such street parking shall be limited to one side of the street. Owners may park in guest parking spaces located on the Common Areas provided, however, such Owners shall not park their vehicles in guest parking spaces for more than twenty-four (24) consecutive hours. No vehicle with an expired tag/license plate is permitted to remain on the premises.

d. Parking Decals & Guest Passes: Parking Decals are required for any vehicle parked in the community. Owner decals will be differentiated from tenant decals. Display your parking sticker in the lower passenger side corner of the front windshield. For Tenants that are renting, decals will expire at the expiration date of the approved lease and must be renewed by going to the Property Management office. Owners must supply vehicle identification in order to receive a sticker or stickers: a copy of the car registration(s) that is registered to an address within Ashton Parc is REQUIRED. A Guest Pass may be obtained from Property Management for any vehicle to be parked in the guest parking spots Any vehicle that does not have a decal or guest pass is subject to being towed at the sole expense of the owner. All overnight guests must affix a "Guest" tag on their rearview mirror, or place on the dash clearly visible close to where a community parking sticker might be.

VIOLATION of this rule will result in the booting and/or towing of the illegally parked vehicle at the owner's sole expense and a fine may be also assessed. Two (2) complimentary decals will be initially provided to each existing resident. Additional decals for up to a total of four (4) decals per household can be purchased. Decals can be purchased from the Property Management Office for a fee. A copy of each vehicle registration is required in order to obtain a parking decal.

e. **Repair Work on Premises.** No vehicle which cannot operate on its own power shall remain within Ashton Parc for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Ashton Parc. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without ACC approval..

f. **Towing:** The Association has contracted with a towing company to enforce the parking rules within the Community. Any vehicle found to be in violation will be in risk of having said vehicle booted and/or towed at the sole expense of the vehicle owner.

Vendor Hours: Work hours are 8 A.M. to 6 P.M., Monday through Saturday.

Collections Policy: The following is a standard collections policy adopted by the Board of Directors.

All maintenance payments are due on the first (1st) of each month. Installments of maintenance assessments shall be collected on a monthly basis.

All special assessment payments shall be due in the manner set forth in any notice of adoption of such special assessments sent to the Association Membership.

Late fees are assessed on the above-referenced payments after the fifteenth (15th) day after payment is due. The Late Fees shall be the maximum amount allowed pursuant to the Association's Declaration (\$25.00 or 5% of the Delinquent Assessment installment, whichever is greater), and interest will begin to accrue at a rate of eighteen (18%) per annum. The Association shall not "compound interest" by charging interest on any interest.

("Manager") will send out a late notice fifteen (15) calendar days after the payment is past due (i.e. – on or around the 15th of the month). A ten (10) day demand notice letter will also be sent out by Manager (i.e. – on or around the 25th of the month) (the "Ten Day Notice"). If payment is not made within ten days of the Ten Day Notice, the account will be forwarded to legal counsel for the Association. The Ten Day Notice is the final notice the Association will send to the Unit Owner regarding any missed payment(s) before sending the matter to collections with the Association Collections Attorney. The letters provided for herein shall not need to be repeated or duplicated for additional balances owed in addition to the initial unpaid amounts. Only after an Owner has brought their account completely current, including any attorneys' fees, costs, late fees and interest due, shall the collection notice process provided for herein be restarted and the Owner entitled to additional and separate notice of a new unpaid balance.

On the forty-fifth (45th) day after payment is due and unpaid, the Board has instructed the Manager to forward the Owner's account to the Association's Collection Attorney ("Association Collections Attorney") to commence collection proceedings pursuant to the Florida Statutes and the Association's Declaration.

It shall be the Association's policy to forward to its Association Collections Attorney all addresses on file for a delinquent unit, the name of any tenant(s) believed to be residing in the Unit (and a copy of their current lease), and any other personal identifying information of the Unit Owner that may assist the Association in its collections efforts. The Association does so with the expectation that such information shall be maintained confidentially by the Association Collections Attorney and subject to the Attorney/Client Privilege. For the duration of the period during which a Unit is in collections, the Association counsel shall direct the owner and/or owner's agent or counsel to communicate with Association counsel and the Association shall forward to the Associations Collections Attorney any and all communications received from the Unit Owner or their tenants, guests, occupants, agents, officers, directors, shareholders, affiliates and/or family members related to such delinquency.

The Association acknowledges that pursuant to the Declaration, the Association has a "collateral assignment of rents" for every unit. Accordingly, the Association Collections Attorney shall be authorized to also make a written demand for rent from any and all tenants residing in any unit that is forwarded to the Association Collections Attorney.

Upon direct receipt of any other Partial Payment by a unit owner, the Association shall apply such payment in the manner provided by Florida Statute. Specifically, the Association shall first apply such

payment to outstanding late fees and interest. If the account is already with the Association Collections Attorney, the Association shall consult with the Association Collections Attorney to determine the appropriate amount of interest to apply such partial payment to. Upon payment in full of late fees and interest with such partial payment, the Association shall apply any remaining partial payments received to any legal fees and collections costs incurred in collecting the outstanding maintenance. The Association shall request a statement of outstanding fees and costs from the Association Collections Attorney at that time and shall remit payment to Association Collections Attorney for legal fees and costs paid for by the Partial Payment. Only when or if no such legal fees or costs remain outstanding shall the Association apply any partial payment to outstanding maintenance fee or special assessment installments.

The Association authorizes its Association Collections Attorney to file an answer on behalf of the Association in any foreclosure of a unit by a mortgage holder for the purpose of stating and preserving the Association's rights and monitoring developments in the case.

It is the Association's uniform policy, except for good cause shown in writing, to suspend use rights and voting rights in connection with any delinquency in excess of ninety (90) days. Such suspensions shall be performed in accordance with the applicable requirements of Chapter 720, and the procedures for such suspensions shall include but not be limited to the following:

Suspensions of voting rights and use rights shall be voted on by the Board of Directors at a duly noticed Board of Directors Meeting.

Notice of any board meeting at which such suspension will be considered shall indicate that the suspension of units is on the agenda.

All units against whom suspensions will be considered at the board meeting shall be mailed a separate individualized Special Notice of Board Meeting for Vote Regarding Suspension of Unit ____ (the "Notice of Suspension Meeting") by Manager, which Notice of Suspension Meeting shall indicate the unit number and name of the Unit Owner against whom the suspension is sought and notify the Unit Owner that a vote will occur for a determination of whether to suspend the Unit Owners use and/or voting rights. The Notice of Suspension Meeting shall be sent to any alternate address on file with the Association and a copy of same shall be forwarded to Association's Collections Counsel.

At the meeting the Board shall specify each unit against which a suspension is sought prior to voting on whether to approve the suspension, and if the suspension is approved, a Notice of Suspension of Voting and/or Use Rights (the "Notice of Suspension") shall be mailed, emailed (but only if consent to receive email notice has been given by the particular Unit Owner) or hand delivered to the Unit Owner, again also at any alternative address on file with the Association as well as the Unit. The Notice of Suspension shall notify the Unit Owner of the suspension of their Unit and provide the Unit Owner with the contact information for the Association Collections Counsel. A copy of the Notice of Suspension shall also be forwarded to Association's Collections Counsel.

If a request for an estoppel letter is received and the unit has been forwarded to Association's Collections Counsel, Manager shall provide Association's Collections Counsel with written notice of the request and the date it was received. Association's Collections Counsel will then provide a "Statement of Amounts Owed" to notify the Manager and requestor of the amounts that must be paid. These legal fees will be charged by the Association's Collections Counsel as part of the legal fees incurred in pursuing the collections matter, and will be included in the Statement of Amounts Owed.