

ARTICLE XIV.Enforcement and RemediesA. Enforcement:

1. Foundation, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any of the provisions of this Declaration. Failure of Foundation or Owners to enforce any provision of this Declaration shall in no event be deemed a waiver of right to do so thereafter. Foundation shall have the right to establish and publish, from time to time, rules and regulations concerning a hearing process and upon compliance with the hearing process to assess and collect reasonable fines and penalties for violations of this Declaration, which shall be liens against the Lots and Residences of the offending Owner. Such fines shall not exceed twenty dollars (\$20.00) per day per violation. Should Foundation employ counsel to enforce any of the provisions of this Declaration against an offending Owner or Occupant, all costs, including but not limited to counsel's fee, incurred by Foundation in such enforcement shall be paid by the Owner of the Lot upon which the violation occurred.

2. Foundation is hereby granted a right of entry and easement, excluding Building, onto and across each Lot for the purpose of carrying out its responsibilities under this Declaration, and any such entry for the abatement or removal of a violation shall not be deemed a trespass. (Except in an emergency, this right and easement is to be exercised only in cases of abandonment.)

Foundation will make a reasonable attempt to notify Lot Owner prior to carrying

out its rights and responsibility.

3. Owner is responsible for the upkeep, repair, maintenance of his/her/its Lot and all improvements thereon, including Residence and landscaping. Should the Board determine that an Owner has failed or refused to discharge his/her/its obligation to maintain, clean, repair, or replace any item or feature on the Lot, it shall give the Owner reasonable written notice to correct such failure. If the Owner has not taken corrective action within fifteen (15) days after such notice, the Board may enter upon the Lot, as provided above, and take such corrective action as it deems necessary. Owner shall be obligated to pay the cost incurred by the Board in taking such corrective action and such costs shall be a lien against the Lot and Owner.

4. Any Annual or Special Assessment not paid within fifteen (15) days after the due date shall be subject to a late charge of five (5%) percent of the amount due and shall bear interest from the due date at twelve percent (12%) per annum in addition to the applicable late fee. The Foundation may bring an action at law against a delinquent Owner obligated to pay said Assessment, or may foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for said Assessments by non-use of Common Area or by abandonment of the Lot. Owner shall be responsible for all costs, including reasonable attorney fees, incurred by Foundation in collecting a delinquent Assessment. The cost of collecting a delinquent Assessment shall be added to the Assessment and shall be a lien against the Lot and Owner.