

EXHIBIT 6

RULES AND REGULATIONS

OAK CREEK CLUB HOMEOWNERS ASSOCIATION

The following Rules and Regulations are adopted in accordance with and pursuant to Section 8.3 of the Residential Declaration for Oak Creek:

RULES AND REGULATIONS

**I. COLLECTION POLICY:
(Rules and Regulations Regarding Assessments)**

A. The annual assessment levied by the Board shall be paid by owners in installments, as determined by the Board of Directors. Such installments shall be due not less than quarterly and not more than monthly. The due date for each is the 1st day of each payment period. The grace period for payment shall be until the 10th day of such payment period.

B. The Association's management company shall annually mail to each owner's address of record a coupon booklet in which the frequency and amount of the periodic assessment shall be stated; however, each owner is responsible to pay the assessment installments regardless of whether a coupon booklet is received. Questions regarding assessments may be directed to the Association's management company.

C. Owners must make payment to the Oak Creek Club Homeowners Association and mail payment to the Association's management company.

D. If an owner fails to fully pay the Association any periodic installment before the end of the grace period, the account shall be deemed delinquent and a late fee of \$15.00 shall be added to the account. The Association must receive the payment on or before the 10th day of the payment period in order for an owner to avoid the late fee.

E. The management company shall send a reminder notice to any owner whose account is delinquent.

F. If an installment payment remains delinquent for more than 40 days, the management company shall send a second late notice to the owner by certified mail. The owner shall be charged a second \$15.00 administrative fee to cover the expenses of the Association incurred in connection with the second late notice.

G. The second late notice shall warn the owner of the requirement to pay the unpaid balance within 30 days from the date of the second notice, otherwise:

1. the entire balance of the annual assessment shall be accelerated and declared due in full;

2. an additional late fee of \$15.00 (making a total of \$45.00 in administrative late fees) shall be charged to the account until the account is fully paid (this amount is subject to change);

3. all rights, privileges, and benefits of membership shall be automatically suspended until payment in full is made; and

4. the account may be referred to legal counsel for legal action.

H. Nothing herein shall prevent the management company or Board from referring a delinquent account to counsel at any time deemed appropriate following delivery of the second notice.

I. Legal counsel for the Association shall immediately initiate legal measures to collect all delinquent accounts referred by the management company. Collection procedures pursued by legal counsel shall be as generally directed by the Board of Directors. All legal fees and court costs incurred by the Association for collection services shall be charged to the owner.

J. If the Association receives a check from an owner which fails to clear the owner's personal banking account, the Association may charge the owner an administrative fee of \$25.00 to cover the charges incurred by the Association, or such greater charge as the Association's financial institution charges the Association.

K. Payments received by the Association from owners shall be credited in the following order of priority, as applicable:

1. any fees, charges or costs of collection;

2. any other charges or sums due the Association from the owner or anyone for whom the owner is responsible;

3. the periodic installment of the annual assessment for the dwelling, including special assessments due, as applicable;

L. The Board shall authorize a member of the Board or the management company to approve payment plans and settle accounts. Such authority shall be noted in the minutes of the Board and may be changed from time to time by the Board.

M. The Board may change the amount of any charge listed herein without promulgating a new resolution. Any such decision to change the amount of a charge

shall be made at a duly convened meeting and recorded in the minutes.

N. The Board hereby delegates to legal counsel the authority of an Assistant Secretary of the Board, so that legal counsel may sign lien memoranda on behalf of the Board.

II. PET POLICIES **(Rules and Regulations Regarding Pets)**

GENERAL PET GUIDELINES

Pet Categories. Pets shall be considered as follows:

1. Ordinary House Pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils and guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, rats and mice, and creatures normally maintained in a terrarium or aquarium. All ordinary house pets are permitted, subject to the guidelines in these Rules and Regulations.

2. Unusual House Pets shall include, without limitation, those animals not generally maintained as pets including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds and other creatures other than those listed in Subsection 1 above, or not maintained in a terrarium or aquarium. Unusual House Pets are prohibited.

REQUIREMENTS AND RESTRICTIONS

A. Pets must be curbed only in those portions of the Association's Common Areas defined as "Pet Areas." Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Areas, including Pet Areas. Generally, Pet Areas are defined as follows:

1. areas away from buildings, walkways, picnic and play areas, and any amenities area;

2. such other areas defined by the Board of Directors.

B. Pets shall not be permitted upon the Common Areas unless they are carried, leashed or under voice control by the owner.

C. No pet may be leashed to any stationary object within or near the Common Areas and left unattended.

D. Pet owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.

- E. Commercial breeding of pets is prohibited.
- F. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
- G. Every female dog, while in heat, shall be kept confined in the dwelling unit by its owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

NUISANCES

The following shall be grounds for complaint and finding of a community nuisance:

- A. Pets running at large;
- B. Pets damaging, soiling, defecating on or defiling any private property (other than that of such pet's owner) or the Common Areas;
- C. Pets causing unsanitary, dangerous, or offensive conditions;
- D. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the property;
- E. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way;
- F. Failing to confine any female animal in heat to prevent the attraction of other animals;
- G. Using a vehicle as a kennel or cage.

PROCEDURES FOR RESOLVING PET PROBLEMS

Any owner concerned with a pet-related problem should do the following:

- A. Attempt to arrive at a solution to the problem with the pet owner in a courteous and helpful manner.
- B. If personal attempts at a solution fail, then a written complaint should be filed with the management company. The complaint should document the problem as thoroughly as possible. Documentation should include identification of the pet(s) involved, a complete description of the problem or disturbance, and the dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.

C. The management company will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the management company will refer the matter to the Board of Directors which may initiate action; the Association may have offending pets removed from the property upon twenty (20) days written notice from the Board of Directors.

D. Suspected stray pets should be reported to the Prince George's County Animal Control Unit (for possible identification) prior to contacting the Association office.

E. All bites, attacks by pets, or diseased animals should be reported to the County Animal Control Unit, and then to the management company.

F. Penalties for violation of applicable local ordinances may be enforced by the locality without regard to any remedies pursued by the Association.

G. In the event of emergency only, the parties involved may take any actions deemed prudent to resolve the emergency without regard to the above procedures. A written report should be made to the management company.

III. USE OF LOTS, LIVING UNITS AND COMMON AREAS **(Relating to General Rules of Conduct and Use)**

USE OF LOTS AND LIVING UNITS

A. All dwelling units are to be used primarily for residential purposes. Home offices may be maintained only in accordance with Section 8.2(g) of the Declaration and the provisions and requirements of Prince George's County law.

B. No lots or dwelling units shall be further subdivided, conveyed, transferred, or separated into smaller lots by any owner.

C. All trash receptacles shall be removed from the streets, walkways, or exterior portions of the lots following pickup on the day of the scheduled trash removal. Trash receptacles may be put out for pick-up no earlier than the evening before the day of the scheduled removal.

D. Trash, leaves and other articles may not be burned on the lots or Common Areas.

E. After the construction of the initial improvements on a lot, accumulation or storage of building materials, litter, refuse, bulk materials, or trash of any kind may not be placed upon any lot. Owners that are doing alterations or work to their property as approved by the Covenants Committee may store a limited amount of materials in the rear portion of their lot providing that these materials remain on the lot only for the duration of the approved construction period.

TRANSFERS AND LEASES

Owners may transfer or lease their homes subject to the following requirements:

- A. No single-family or townhome dwelling unit shall be rented for any period of less than six (6) months.
- B. Owners may use any lease form as long as the lease provides that the right of the lessee to use and occupy the lot and living unit is subject and subordinate in all respects to the provisions of the Articles of Incorporation, Declaration, Bylaws, and Rules and Regulations.
- C. An owner of a dwelling unit who leases his unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the management company or Board of Directors at least ten (10) days prior to occupancy by the lessee. The management company or Board of Directors must be notified of any continuation, extension, renewal or termination of the lease at least fifteen (15) days prior thereto.
- D. Any sale or lease of any lot and living unit must conform fully to applicable local laws and ordinances.

USE OF COMMON AREAS

- A. The Common Areas shall be used only for the purposes intended. Storage of anything is prohibited on the Common Areas. Pedestrian and vehicular ways shall not be obstructed.
- B. No motorized vehicles shall be operated on any of the Common Area open spaces except for those vehicles used by the Association for maintenance purposes.
- C. Owners shall not place litter or debris on any Common Area.

IV. VEHICLE POLICIES (Relating to the Use, Parking, Storage, and Towing of Vehicles)

USES AND GENERAL RESTRICTIONS ON THE PARKING AND STORAGE OF VEHICLES

General. The provisions of these Rules and Regulations apply to all vehicles parked within the Oak Creek Club residential community.

- A. Except as hereinafter set forth, vehicles may be parked only in designated parking spaces and parking areas within the lots themselves.

B. Except under those circumstances set forth as follows, parking on the private streets within the Oak Creek Club Community is expressly prohibited. If a resident of the community is expecting guests that would require on street parking for two vehicles or less, such resident must ensure that guests passes are clearly displayed on the dashboard of the visitor's vehicle. If a resident of the community is hosting a social event that would require on street parking for more than two vehicles, parking passes must be requested and obtained from the Management Office 72 hours in advance. Vehicles must be removed from the street **no later than 1:00 a.m.** Vehicles parked in the street without parking passes or after 1:00 a.m. without the expressed approval of the Management Office are subject to towing without notice. **On New Year's Day, parking on the street is extended to 2:00 a.m.** Any exceptions beyond what is stated above must be expressly approved by the Management Office.

An example of an exceptions to overnight parking would be for construction repair with approval from the HOA Management Office.. **However in any scenario, approval from the HOA Management Office is required.**

C. Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks.

D. Major repairs to vehicles, including painting and the drainage of automobile fluids, is not permitted.

E. No signs, initials, numbers, storage containers or other additions or alterations to parking spaces on the Lots may be painted, displayed, or erected by any owner without the prior written approval of the Oak Creek Club Board of Directors.

F. No additional parking areas may be created within any lot without the prior written approval of the Oak Creek Club Board of Directors.

G. On streets where bike lanes are provided, vehicles are prohibited from parking in the biker/pedestrian lanes at all times

H. Parking on both sides of the street is strictly prohibited.

I. A reasonable effort will be made by Management or their representative before a REGISTERED vehicle is towed.

J. Amendment to regulations: Residents or guests are prohibited from using guest parking for any single vehicle for more than 72 hours consecutively. Vehicles occupying guests spaces for longer than 72 hours consecutively will be deemed as nuisance vehicles and subject to towing enforcement+. Exceptions must be approved by the HOA.

PROHIBITED VEHICLES

General. Except in those limited instances set forth above, no vehicles shall be parked anywhere in the community but on the lots. The vehicle types described in this section may not be parked or stored in open view anywhere on a lot within the community.

A. Prohibited vehicles include:

1. Any boat, boat trailer, or other type of trailer whatsoever;
2. Any motor home or self-contained camper;
3. Any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck;
4. Any mobile home, trailer, or fifth wheel vehicle;
5. Any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance;
6. Any other vehicle not defined above which is not normally or regularly used for daily transportation, including dune buggies, all-terrain vehicles, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Maryland;
7. Any vehicle defined in the Prince George's County Code as a commercial vehicle;
8. Private or public school or church buses;
9. Any truck of more than two-and-one-half (2 1/2) tons empty weight (E.W.), irrespective of whether or not such vehicle otherwise complies with the provision of this Rule;
10. Any vehicle longer than 18 feet or wider than 8 feet, irrespective of whether or not it otherwise complies with the provisions of this Rule.

B. All vehicles must conform to Prince George's County and State of Maryland codes, ordinances, and statutes. All vehicles must bear current licenses, registrations, stickers and certifications as required by the county and the State.

C. No derelict vehicle shall be parked in the Oak Creek Club community at any time. For this purpose, a derelict vehicle shall be a vehicle which is defined by the Maryland Code as an abandoned vehicle.

D. No junk vehicle shall be parked in the Oak Creek Club community at any time. For this purpose, a junk vehicle is defined as a vehicle which is missing any essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, etc., that are necessary for the legal operation of the vehicle on public streets.

E. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, or otherwise.

F. No vehicle shall be parked with "For Sale" signs except for those attached to the interiors of not more than two side rear windows.

ENFORCEMENT AND TOWING

General. Any vehicle parked in the Oak Creek Club community which does not conform to the stipulations of these Rules will be subject to the towing provisions of this Rule by the Oak Creek Club Homeowners Association's authorized towing agent at the complete expense and risk of the owner of the offending vehicle.

In order to assist in the orderly implementation of the towing provisions of this Rule, Oak Creek Club Homeowners Association may implement a decal system (or similar system) to identify vehicles which are owned by Oak Creek Club residents.

A. Vehicle towing may be initiated by representatives of the Oak Creek Club Homeowners Association's management company or security contractor. A resident may notify the security contractor of a violation, to initiated protocol to tow. Tow contractor, has rights to tow any vehicle in violation of current policy.

B. Any vehicle parked on the street without due notice to the HOA management Office, as set forth above, and any vehicle that remains parked on the street after 1:00 am shall be subject to immediate towing without notice of any sort.

C. Any vehicle parked so as to block another vehicle, or so as to block a sidewalk, or so as to prevent ingress or egress from or to adjacent lots will be subject to immediate towing.

D. Those parties empowered to initiate towing shall have discretionary authority to issue a warning notice to any vehicle which is in violation of provisions of these Rules which authorize immediate towing of a vehicle. A notification of intent to tow shall be placed on a vehicle which is otherwise in violation of the provisions of these Rules. Any vehicle given such notice shall be subject to the towing provisions of this Rule at the owner's risk and expense seventy-two (72) hours from the hour such vehicle is served

with a notice, except that any vehicle previously served with such notice for violation of any provision of these Rules shall be subject to immediate towing without further notice for a repetition of the same violation. A copy of the notice shall be retained by Oak Creek Club Homeowners Association.

E. Any vehicle deemed to be derelict or a nuisance will be subject to towing seventy-two (72) hours from the hour the subject vehicle is served with a warning notice for a first offense, and will be subject to immediate towing without warning notice for any subsequent offense of the same type.

F. Any prohibited vehicle will be subject to towing seventy-two (72) hours from the hour such vehicle is served with a notice for a first offense, and will be subject to immediate towing without notice for any subsequent offense of the same type.

G. Any vehicle which does not exhibit each required county and state license, registration, sticker, and certification or which exhibits a county or state license, registration, sticker, or certification which has expired, will be subject to towing seventy-two (72) hours from the hour such vehicle is served with a notice for the first offense, and will be subject to immediate towing without warning notice for any second offense of the same type.

H. Oak Creek Club Homeowners Association shall engage an authorized towing agent. Oak Creek Club Homeowners Association's authorized towing agent shall be properly insured and bonded. Other towing companies shall not be used. If a towing company other than Oak Creek Club Homeowners Association's authorized towing agent is used, it shall be at the complete risk of the initiator of the tow.

TRAFFIC SAFETY POLICY (Rules and Regulations Regarding Traffic Within the Community)

A. The Board of Directors of the Association shall determine the speed limits which are, in the interests of safety, to be imposed upon drivers of vehicles traveling the private roads within the community and shall post signs advising drivers of the speed limit which is in effect for a particular road at reasonably frequent intervals.

B. The Board of Directors of the Association shall post stop signs as determined to be necessary to safely control the flow of traffic within the community.

C. The Board of Directors of the Association shall have the power and authority to take such action as it deems reasonably necessary to enforce the observation, by the drivers of vehicles traveling the private roads within the community, of all speed limit and stop signs. In connection therewith, the Board of Directors of the Association shall have the power and authority to retain a community safety officer to stop, ticket and immediately impose monetary fines upon drivers which are observed, or reported by two (2) or more owners within the community, in writing, to be violating or have

consistently violated posted speed limit or stop signs. The Association's community safety officer shall have the power and authority to use radar or such other means as are deemed necessary to fully carry out the enforcement of the due observation of posted signs.

D. No person shall interfere with or hinder the community safety officer in the performance of his or her assigned duties, and any such interference shall be deemed a violation of the community's rules and regulations and may subject such person to a fine.

ASSOCIATION NOT RESPONSIBLE

Nothing in these Rules shall be construed to hold Oak Creek Club Homeowners Association, the Oak Creek Club Homeowners Association Board of Directors, Oak Creek Club Homeowners Association committees or committee members, or Oak Creek Club Homeowners Association agents responsible for damage to vehicles or loss of persons or property from vehicles which are operated or parked within the Oak Creek Club community.

LIABILITY

Owners of vehicles which cause damage on or to Oak Creek Club Homeowners Association Common Areas shall be held liable for such damage, including any and all costs of repairs to pavement, curbs and gutters, signs and identifications, landscaping, etc.

V. ENFORCEMENT POLICIES **(Relating to the Enforcement of Bylaws, Declaration, Rules, Regulations and Guidelines)**

ENFORCEMENT OF GOVERNING DOCUMENTS

I. Definitions: For the purpose of this Section of the Rules and Regulations offenses are hereby classified into the following categories, which are not necessarily mutually exclusive:

A. Single Offense: An act or omission adjudicated by Oak Creek Club Homeowners Association as constituting noncompliance with any provision of the governing documents.

B. Continuing Offense: The failure to rectify an act or omission adjudicated by Oak Creek Club Homeowners Association as constituting noncompliance with any provision of the governing documents for more than one day after receipt of any written notice from Oak Creek Club Homeowners Association of the

offense or the re-occurrence of a Single Offense within six months of the date of the receipt of the notice or the imposition of a monetary charge for the Single Offense.

C. Egregious Offense: Any offense warranting immediate remedy or correction due to the presence of:

1. An immediate threat to the health, safety, or welfare of the members of the community, or

2. Conditions which are rapidly aggravated with the passage of time, including, but not limited to, instances of beginning or continuation of unapproved construction or alteration of property, constituting an immediate and major threat to the aesthetic scheme of the community.

II. Guidelines:

A. Oak Creek Club Homeowners Association may undertake enforcement action upon its own detection of an offense or upon its confirmation of an offense reported by any source. Initial action may, at the discretion of the management company, take the form of verbal or other informal notification to the offending member.

B. When informal notification is not elected or proves unsuccessful, written notice shall be delivered by hand or mailed by registered or certified mail, return receipt requested, to the member at the member's address listed on the records of Oak Creek Club Homeowners Association, and to the property address, if different. Members shall be responsible for the actions or omissions of their tenants, guests, or invitees. NOTIFICATION WILL BE DEEMED EFFECTIVE TWO DAYS AFTER MAILING.

C. Written notice to the member will advise of the nature of the offense, the identity of the specific provision within the governing documents which has allegedly been offended, the specific remedy required, and the number of days by which corrective action must be begin or be completed in order to preclude the possible imposition of a penalty or remedy.

III. Enforcement Remedies:

If the Board of Directors determines necessary, Oak Creek Club Homeowners Association may initiate enforcement remedies to abate any Single Offense, Continuing Offense, or Egregious Offense. Such enforcement remedies may include any measure authorized by the governing documents of the Oak Creek Club Homeowners Association, or any measure normally available to the owner of private property in Maryland, which may include any one or more of the following measures:

A. The suspension of recreational facility use privileges for up to sixty

days. (If the Board of Directors determines that the member is involved in the commission of a Continuing Offense, such suspension may continue for longer than sixty days and until correction occurs, provided the member is afforded an opportunity for a hearing to contest the charge.)

B. Upon two-thirds (2/3) vote of the Board of Directors, entry by Oak Creek Club Homeowners Association onto any lot in offense of the maintenance standards set forth in the Declaration to repair, maintain, or restore the lot and the exterior of buildings and any improvement erected thereon and the imposition of an assessment against that lot for all costs and attorney's fees incurred in execution of the correction, repair or restoration of the offense, which may include the costs for removal, storage, or disposal of unauthorized structures or materials for such lot or any Common Area.

C. The pursuit of injunctive relief or suit for monetary damages, including recovery of all court costs and attorney's fees. For Egregious Offenses, Oak Creek Club Homeowners Association may, with the authorization of at least two members of the Board of Directors, in addition to the enforcement remedies described herein, and without prior warning or other notification to the member, initiate suit for immediate injunctive relief. Said action shall be set for a ratification vote before the Board of Directors at the earliest convenient date to ensure that such litigation is prosecuted with the approval of a majority of the members of the Board of Directors.

D. The assessment of monetary charges in the amount of \$50 per day for a Single Offense or \$10 per day for any Continuing Offense, to be treated as an assessment against the offending member's lot. (See paragraph IV).

IV. Appeal, Hearing and Assessment Guidelines:

The appeal and hearing procedures set forth herein shall only be required of the Board of Directors if a member timely appeals (i) a suspension of the member's recreational facility use in excess of sixty days, or (ii) the imposition of a monetary charge to address an offense as provided above. None of the other remedies cited this Section shall be subject to appeal and the hearing procedure hereinafter set forth. The following guidelines apply to the appeal and hearing procedure:

A. A member shall have the right to appeal (i) a suspension of the member's recreational facility use in excess of sixty days, and (ii) the imposition of a monetary charge to address an offense. Such appeal shall be made in writing delivered to the Board of Directors no later than fifteen (15) days after the member receives notice of such suspension or imposition.

B. Upon receipt of a timely appeal as set forth above, the Board of Directors shall deliver to the member, by hand or mailed by registered or certified mail, return receipt requested, a written notice from Oak Creek Club Homeowners

Association advising the member of his/her/their right to a hearing on the suspension or imposition before the Board of Directors, or at the member's option in the case of an alleged violation of the Design Guidelines as to which an assessment has been imposed, before the Covenants Committee. Such notice will advise of the hearing's scheduled date, time, and location, of the member's right to be represented by counsel, and of an earlier date, at least fourteen (14) days following the date of receipt of the notice, by which the recipient must, by written notification to Oak Creek Club Homeowners Association's management company, confirm the intention to attend the hearing or make a request for the hearing to be conducted on a date other than as specified in the notice. Said request may be granted if reasonable and satisfactory justification of rescheduling the hearing is presented. The Board of Directors shall set all hearing dates at its discretion.

C. WHEN NO RESPONSE IS RECEIVED BY OAK CREEK CLUB HOMEOWNERS ASSOCIATION FROM THE MEMBER BY THE HEARING CONFIRMATION DATE, OR THE MEMBER CONFIRMS ATTENDANCE BUT FAILS TO ATTEND THE HEARING WITHOUT PROVIDING A REASONABLE AND SATISFACTORY EXPLANATION, THE MEMBER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO SUCH HEARING, AND THE SUSPENSION OF RECREATIONAL FACILITIES USE OR MONETARY CHARGES, AS APPLICABLE, SHALL BE CONTINUED AS IF THE HEARING HAD BEEN COMPLETED WITH A JUDGMENT UNFAVORABLE TO THE MEMBER. OAK CREEK CLUB HOMEOWNERS ASSOCIATION SHALL NOT BE REQUIRED TO CONDUCT A HEARING UNLESS THE MEMBER CONFIRMS AN INTENTION TO ATTEND THE HEARING IN WRITING.

D. At any hearing provided for herein, the hearing Board or Committee will also ask the member to present any and all defenses to the alleged charge(s). Following such hearing, the Board or Committee will meet as soon as practicable in Executive Session to determine whether satisfactory proof of the alleged offense exists and, if so, whether monetary charges should be abated or continued or whether the suspension of recreational facilities use shall be continued. The management company will advise the member of such decision in writing within seven calendar days. When the judgment is unfavorable to the member, the management company will undertake the administrative actions required to continue the suspension and/or continue the charge as an assessment against the member's lot. When judgment is favorable to the member, the records of Oak Creek Club Homeowners Association will be revised to so indicate, and the occurrence in question will be disregarded for purposes of determining whether any allegation or subsequent offenses are regarded as Continuing Offenses.

E. If the hearing Board or Committee, after providing an opportunity for a hearing, determines there is satisfactory proof that a member has committed or is committing a Continuing Offense, and that the suspension and/or monetary charges should continue, the calendar days for which the suspension shall occur and/or daily charges may accrue will be those beginning upon the date the member is in receipt of

the original notice of the imposition of the suspension or assessment imposition and ending with the date on which Oak Creek Club Homeowners Association observes that correction has occurred, or is notified by the member that such correction has occurred, subject to later confirmation by Oak Creek Club Homeowners Association.

V. Applicability:

The procedures delineated herein may be applied to offenses of the governing documents of Oak Creek Club Homeowners Association but do not preclude the additional independent application of any other specialized or more expeditious enforcement procedures and remedies as authorized in other governing documents including, but not limited, to:

- A. Collection of routine and delinquent payments, as authorized in Rules and Regulations Regarding Assessments.
- B. Removal of offending animals as authorized under Pet Policies.
- C. Towing of prohibited or unauthorized vehicles as authorized under Vehicle Policies.