

Record & return to
Thomas Tighe, Esq.
800 E. Broward Blvd #710
Fort Lauderdale FL 33301

CERTIFICATE OF RECORDING RULES AND REGULATIONS

OAKBRIDGE PROPERTY OWNERS ASSOCIATION, INC.

THE OAKBRIDGE PROPERTY OWNERS ASSOCIATION, INC. hereby certifies that the attached Rules and Regulations were duly enacted by vote of the Board of Directors at its meeting on October 19, 2016 as authorized by Section 10.10 of the Declaration of Covenants, Restrictions and Easements for Oakbridge as recorded in the Public Records of Broward County, Florida, at Official Record Book 25559, Page 483.

IN WITNESS WHEREOF, the Board has caused this certificate to be executed on this 1st day of November, 2016.

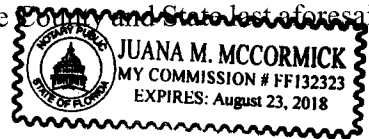
THE OAKBRIDGE PROPERTY OWNERS ASSOCIATION, INC.

By: Amy Robinson
Print name: Amy Robinson
President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Amy Robinson, the President of the Oakbridge Property Owners Association, Inc., ☒ who is personally known to me OR () has produced _____ as identification and () who did OR ☒ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 2016.



My commission expires:

NOTARY PUBLIC

Juana M. McCormick

OAKBRIDGE PROPERTY OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

Revised August, 2016

In addition to the provisions of the Declaration of Covenants, Restrictions and Easements for Oakbridge ("Declaration"), Articles of Incorporation and By-Laws (collectively, the "Governing Documents"), the following Rules and Regulations ("Rules"), together with such additional rules and regulations as may be adopted hereafter by the Board of Directors of Oakbridge Property Owners Association, Inc. ("Association"), shall govern the use of the Lots, Common Areas and other Property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Association residents, whether Lot Owners, approved lessees, or the families and guests of Lot Owners or lessees. The Rules are designed to make living for all Owners and residents pleasant and comfortable. The restrictions imposed are for the safety and well-being of the community and the mutual benefit of all.

1. The Rules and Regulations hereinafter enumerated as to the Lots and Common Areas shall apply to and be binding upon all Owners, lessees and their guests.
2. The Owners shall at all times obey said Rules and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, contractors and other persons for whom they are responsible and persons over whom they exercise control and supervision.
3. Violation of these Rules may subject the violator to any and all remedies available to the Association and other Owners pursuant to the terms of the Governing Documents.
4. Violations may be remedied by the Association by fine, injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person(s) violating the Rules or the Governing Documents. Any waivers, consents or approvals given under these Rules by the Board of Directors shall be revokable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.
5. The Board of Directors reserves the right to amend or alter these Rules at any time.

I. RULES AND REGULATIONS

- A. Violations should be reported to the Board of Directors of the Association, or to any designees thereof, or the Management Company.
- B. Violations will be called to the attention of the violating owner(s) by the Board of Directors in writing and the Board of Directors will also notify the appropriate committee of the Association, if any.
- C. Disagreements concerning violations will be presented to and be ruled on by the designated committee and Board of Directors who will take appropriate action.
- D. Owners are responsible for compliance by their guests and lessees and all others as listed in item #2 above in these Rules and Regulations.

II. USE OF UNITS AND COMMON ELEMENTS

1. The personal property of Owners and residents must be stored in their respective units.
2. Personal items or clutter of any kind shall not be left in the front of the Dwelling Units including, but not limited to, mops, buckets, fishing gear, coolers, toys, bicycles, tricycles, skateboards, vases, boxes, kayaks, canoes, surfboards, etc. Loose water hose are not permitted; all hoses must be properly stored.
3. No trash, garbage cans, supplies, water bottles, or other articles shall be placed or left on the Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or Association property. Outdoor clothes lines of any type are prohibited.
4. It is strictly prohibited to litter or cause debris to be put or left on the Common Elements.
5. No household/inside appliance(s) shall be permitted to be left outside of a Dwelling Unit, with the exception of the "bulk day" pick-up (*see* Article IV of the Rules).
6. **Nuisances.** No Owner shall make or permit any nuisance or annoyance by himself/herself, his/her family, agents, lessees, guests, invitees or licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners and residents.
 - a. Residents shall exercise due consideration at all hours in the operation of radios, televisions, musical instruments, or any other items to ensure that the sound will not disturb others.
 - b. Nothing shall be done or permitted by any Owner which would increase the rate for any insurance maintained by the Association, or cause such insurance to be cancelled or not renewed by the insurer.
 - c. Any ultra hazardous activity permitted or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board.
7. Barbecuing is not permitted to be done on patios. All barbecuing must be done at a minimum of ten (10) feet from the buildings.
8. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any Unit, its adjacent yard area or on the Common Elements, except for propane tanks and those substances used for normal household use.
9. Unit Owners may transfer or lease their units subject to the following requirements:
 - a. All leases shall provide that the right of the lessees to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Governing Documents.
10. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such person is an Officer or Director of the

Association acting within their scope of authority.

11. **Signs.** No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed without the prior written approval of the Board of Directors.
12. **Solicitation.** All door-to-door commercial solicitation is prohibited. Placing of materials on or under Unit doors is strictly prohibited unless express written permission is granted by the Board. Violations should be immediately reported to the Board and/or Management.
13. Color changes to the outside of any Units are not permitted without prior written approval by the Board.
14. **Garages.** No Owner shall cause any garage on his Lot to be permanently enclosed, converted, or otherwise remodeled to allow for occupancy of any occupants of the Lots, without first obtaining the necessary governmental approval(s), as well as the prior written approval of the Board.
15. **Fences.** Fences, other than any originally installed by the Developer, shall not be erected, removed or maintained upon the Property, except as permitted by the Board. All fences, if permitted, must be kept in good repair, and removal of damaged portions thereof. If fences are permitted, the Board may, in its discretion, require a parallel shrubbery to camouflage the presence of such fence .
16. **Antennas.** No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, aerial, satellite dish or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of a Lot without the prior written consent of the Board.
17. **Construction of Improvements.** During construction of any permitted Improvements on a Lot, the Lot and all other portions of the Property shall be kept in a clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Lot and the Property. After commencement of construction of any permitted Improvements on any Lot, the work thereon shall be diligently pursued and completed so that Improvements shall not remain in a partly finished condition for any period of time longer than that which is absolutely required.
18. **Emergencies.** In case of any emergency originating in or threatening any Lot, the Board, or any individual authorized by it, shall have the immediate right, but not the obligation, to enter any Lot for the purpose of remedying or abating the cause of such emergency, at the Board's discretion, notwithstanding that the Owner of such Lot is present at the time of such emergency.
19. **Pets and Animals.** Pursuant to Section 10.13 of the Declaration, only common household pets belonging to residents, and which pets have been approved by the Board, will be allowed within the Property subject to the following:
 - a. No pet shall be permitted outside a Dwelling Unit except on a leash and at all times under the control of its Owner.
 - b. No other animals, livestock or poultry of any kind shall be kept on any portion of the Property.

- c. No pets may be kept for the purpose of breeding or for any commercial purpose whatsoever.
- d. No pets shall be allowed to constitute a nuisance.
- e. No more than three (3) dogs may be kept in any Dwelling Unit. *(Pursuant to City of Dania Beach Ordinance No. 2001-019, 1,7-10-01 and Ordinance No. 2007-029, 11-27-07).*
- f. All cats and dogs properly allowed within the Property must have and wear a CURRENT Broward County Rabies Registration tag. *(Pursuant to Broward County Ordinance 4-11 and City of Dania Beach Ordinance No. 2001-019, 1,7-10-01).*
- g. Feeding of ducks, other fowl, or any other wild animal(s) shall not be permitted on the Property. *(Pursuant to City of Dania Beach Ordinance No. 2001-019, 1,7-10-01).*

20. **Leasing.** Owners may transfer or lease their Units subject to the following requirements. All leases must be approved by the Board of Directors, or its representative, prior to tenancy. The Association establishes the following leasing guidelines pursuant to Section 10.2 of the Declaration:

- a. All leases shall provide that the right of the lessees to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration, By-Laws and the Rules and Regulations.
- b. The Association may disapprove an applicant according to its reasonable discretion. The grounds for disapproval include, but are not limited to, the following: owner owes any monetary obligation to the Association; any existing rule violations; applicant's financial, arrest or sexual predator record; applicant moving in prior to approval; and any basis showing that the applicant may not be conducive to the peace, quiet and living standards of the Association.
- c. Any occupancy by anyone other than the individual owner or owner's spouse, parents or children will be deemed a lease. For corporate owners, any occupancy by someone who has not been listed on the Florida Secretary of State Sunbiz website as president or manager for at least the prior twelve (12) months will be deemed a lease.
- d. All leases must be for a period of twelve (12) months. No short-term rentals or room sharing is allowed.
- e. All leases must be re-approved by the Board of Directors or its representative prior to each twelve (12) month anniversary of said lease.
- f. Three (3) separate violations of any of the Oakbridge Rules by the tenant within the leasing period will result in the commencement of an eviction procedure against the tenant and/or the lease not being re-approved upon its expiration.
- g. Owners must provide a copy of all leases for any units within the community to the Board of Directors/Management Company.
- h. Owners of leased units are responsible for the actions of their tenants.

21. **Business Use.** No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing on a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitation of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used herein shall include without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.
22. **Lakes.** In addition to all applicable restrictions, laws and ordinances imposed by applicable governmental or quasi-governmental authorities from time to time, there shall be no swimming, boating, or dumping of any materials whatsoever within the Lakes located upon the Property.

III. VEHICLES & PARKING

1. Selling of motor vehicles anywhere on the Common Areas, including parking lots, is not permitted. Common Areas shall not be used as a new/used car lot or dealership.
2. No Dealers Tags will be permitted anywhere on the Common Areas.
3. All vehicles within the Property must be capable of self propulsion, have all major parts intact and all tires inflated.
4. No vehicles may be repaired within the Property, except on an emergency basis.
5. All vehicles within the Property must have a current registration and tag that matches only to the vehicle it is attached to. The proper, current tag must be affixed to the vehicle and displayed at all times so as to always be visible on every vehicle within the Property.
6. No vehicles shall be permitted to continuously occupy, for more than a fourteen (14) day period, any unreserved Parking Space. Whether a Parking Space is continuously occupied shall be determined on such factual information as the Board may deem proper.
7. Vehicles shall not be parked in such a way that they block or cover any of the sidewalk, in part or in whole, within the Oakbridge community. Vehicles shall not be parked on the sidewalks, grass or swale areas, in part or in whole, anywhere within the Oakbridge community.
8. All motorist must comply with all posted speed limits within the community at all times.
9. All motorists must obey all STOP signs and other traffic signs posted within the community at all times.
10. Any reckless and/or dangerous driving shall be strictly prohibited. Reckless and/or dangerous driving includes, but is not limited to, the following: speeding; disregarding speed bumps; failing to come to a complete stop at posted STOP signs; failing to yield to pedestrians and/or other vehicles; driving on the wrong side of the road and/or in the wrong direction; and causing the vehicle to be driven up onto the curb, sidewalks, grass or other non-paved areas. Whether a motorist has failed to comply with this rule shall be determined on such factual information as the Board may deem proper.
11. No commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may be kept overnight on the Property, including within the designated parking areas ("Prohibited Vehicles"). Prohibited Vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (iii) containing tool racks, saddle racks, or other elements of a commercial nature. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by substantial proof.
12. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices.

13. Non-reserved Parking Spaces are to be used on a “first come, first serve” basis.
14. Any Owner found to have damaged the front entrance/exit gate system, in any way, will be subject to a minimum fine of \$100, plus the repair costs for any damage incurred. Owners will also be subject to this minimum fine and repair costs should it be found that their tenants or guests/visitors have damaged the gate system. Both the Owner and tenant will be subject to this minimum fine and repair costs if it is found that the tenant or guest/visitor have damaged the gate system in any way.
15. No signs, initials, number(s), permanent storage containers, or any other additions or alterations to any parking spaces, may be painted, displayed or erected by any Owner or tenant.
16. Boats (trailed or un-trailed), trailers, mobile homes, campers and buses, are not permitted to be parked anywhere on the Property overnight, except with the express approval of the Board of Directors.
17. Parking of any vehicles, in part or in whole, on the Common Area streets within the Oakbridge community, is prohibited. (Any maintenance performed (*i.e.* building painting) that will necessitate temporary street parking, may be permitted by the Board of Directors in areas which are to be designated by the Board, from time to time).

IV. TRASH AND COMMON AREAS

1. No trash, garbage containers, or garbage shall be placed or left on the Common Areas, or placed outside of the Dwelling Unit including, but not limited to, front patios, except on the days designated as trash removal days. (Wednesdays & Saturdays).
2. Trash must be placed inside of your assigned garbage or recycle receptacle only, with a lid and placed at the designated area (at the end of the individual assigned parking space, **NOT ON THE GRASS**) on the night before or day of designated trash days. Containers should not be larger than 34 gallon size. Containers must be removed no later than midnight the day of pickup. Each container must be labeled with the resident's dwelling address in indelible marker or paint.
3. The items for recycling collection will be placed in the authorized recycling basket containers and placed outside for pickup each SATURDAY. Empty recycling baskets must be removed no later than midnight the day of pickup.
4. Private arrangements for removal of items larger than normal household trash must be made by the resident separate from above trash rules (*i.e.* furniture, appliances, large appliance or accessory, cartons/boxes etc.) and not placed on the common areas or in front of the Dwelling Unit.
5. **Bulk Trash.** Placement of bulk trash, in part or in whole, on any grass or on top of any sprinkler head(s) within the Property, is prohibited. Bulk trash may *only* be placed out for pickup the night before, or the day of, the bulk trash pickup day.
6. Disposal of cigarette butts onto the Common Areas or your neighbor's lawn, is prohibited.
7. Dumping of garbage or recyclables into receptacle(s) other than the receptacle(s) assigned to your Unit, is prohibited.
8. To minimize rodent or other animal intrusion, in no case will trash be placed outside for pickup in paper shopping bags, or light plastic household garbage bags unless the plastic is of the heavy duty lawn type, at least .95 or above, bags similar to that of a Hefty type garbage bag tied at the top and then limited to only if the amount of the trash exceeds the capacity of the requested rigid trash container or the resident has plans to not be home for several days following trash pickup which would result in the container not being retrieved and secured.

V. CABANA/MEETING ROOM

1. Cabana/Meeting Room hours shall be 8:00 a.m. to Midnight. Time extensions of social or community events may be granted at the discretion of the Board of Directors.
2. Absolutely no smoking in the Cabana/Meeting Room or any rooms therein.
3. No animals of any kind are allowed in the Cabana/Meeting Room.
4. No person can use the facilities in the Cabana/Meeting Room under the age of sixteen (16) without a homeowner present or a supervising adult over the age of twenty-one (21).
5. Major community meeting dates shall supersede the use of all other events in the Cabana/Meeting Room.
6. Renting of the Cabana/Meeting Room by homeowners for their private use permitted, subject to availability and deposits being made.
7. The renting of the Cabana/Meeting Room to any organization, be it social, fraternal or political, is prohibited.
8. All requested reservations must be approved by the Board of Directors.
9. The Cabana/Meeting Room shall not be used at anytime for religious services by any sect, cult or group with the following exception: In the spirit of respect and togetherness, a table decoration of a lighted Chanukah Menorah and a Christmas Tree (not to exceed three (3) feet in height) may be displayed in the Cabana/Meeting Room during the December holiday season.
10. The Association is not responsible for any loss or damage to personal property at the recreational facilities regardless of where such property is checked, kept, left or stored on the premises.
11. Homeowners are responsible for the conduct of their guests. Decorum, good conduct and safety must be observed and will be strictly enforced.
12. Any persons or organizations using the Cabana/Meeting Room shall be responsible for the cost and repairs or replacement due to damage, misuse or theft while under their care, custody or control.
13. Any authorized person(s) or organization(s) using the Cabana/Meeting Room shall be responsible for the care and cleaning of the facility. This includes the refrigerator and sink and the replacing of all equipment to its previous location.
14. No one is permitted to store equipment or supplies in any location other than those approved by the Board of Directors.
15. There shall be no posting of signs, notices or photos on any of the walls or windows of the common properties. Bulletin boards have been made available for the use of all postings.
16. All equipment in the Common Areas is used at your own risk.

17. During properly noticed meetings of the Board of Directors, input/comments from members will be limited to three (3) minutes per member, per agenda item. Comments must be limited to the designated agenda item(s) that is/are open for discussion. No reference to matters outside of that particular agenda item(s) will be permitted. Input/comments from members may also be limited to three (3) minutes during any “open” sessions at, or near the end of, any Board meeting, as so designated by the Board of Directors.
18. Meetings of the members and of the Board of Directors, will be conducted in accordance with Roberts’ Rules of Order, when not otherwise in conflict with these Rules & Regulations, the Governing Documents or applicable Florida Statute.

VI. SWIMMING POOL AREA

1. Pool hours are from Dawn to Dusk. Please respect the privacy of those neighbors living adjacent to the pool area.
2. All persons under the age of sixteen (16) must be accompanied by a homeowner or supervising adult over the age of twenty-one (21).
3. Babies wearing DIAPERS are NOT PERMITTED in the swimming pool. Babies who are not toilet trained are not permitted in the pool. THERE IS NO NUDE SWIMMING AT ANY AGE.
4. No food or breakable objects are permitted at poolside.
5. No intoxicants are permitted at pool area during regular pool hours. Intoxicated persons will not be allowed in the pool area at any time.
6. There must be a three (3) foot walking area around the pool at all times.
7. No pets allowed in the pool area.
8. When wearing suntan oil or lotion, towels should be placed on chaise lounges.
9. Lounges and chairs should not be removed from the pool area.
10. All belongings should be removed when leaving the pool area. No one is permitted to reserve a chair or lounge if not in the pool area.
11. Everyone must shower before entering the pool. No soaps, shampoos, etc. may be used at poolside shower.
12. Persons having colds, coughs, inflamed eyes, infections, open sores or wearing bandages shall not use the pool.
13. No play equipment of any kind is permitted in pool area. (Roller skates, bicycles, balls of any kind, rafts, floats, scuba equipment). WHEELCHAIRS, STROLLERS, CHILD WAIST AND ARM SWIMMING AIDS ARE PERMITTED.
14. No running, pushing, dunking, rough play, profane language, diving or jumping in the pool will be permitted.
15. All refuse must be placed in containers provided for this purpose. We urge you to keep the pool area clean and discourage the infestation of insects.
16. No homeowner shall in any manner operate, modify, alter, or make a change to the pool equipment.
17. Unit owners will be responsible for the actions of their guests around the pool area.
18. THERE IS NO LIFEGUARD ON DUTY. All persons using the pool do so at their own risk. The Board of Directors assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. Persons using the pool agree not to hold the Board liable for any actions of whatever nature occurring within the pool area.

19. No group swimming lessons are permitted in the pool.

VII. ARCHITECTURAL REVIEW COMMITTEE (ARC)

1. Architectural Modifications made to any of the Units with the Oakbridge community, without first completing the Architectural Review process and obtaining approval, are **STRICTLY prohibited**. Any violation of this Rule will result in the removal of the modification, to the satisfaction of the ARC and Board of Directors, at the expense and risk of the Owner who made the unauthorized modification. The Owner will also be responsible for the costs of restoring the common elements, necessitated by the unauthorized modification. In addition to the foregoing, the Association shall also have the right to levy a charge against the Owner and the Owner's Lot, for any sums necessary to remove the unauthorized modification and to restore the Property to good condition and repair. Said charges shall be collectible as an assessment and the Association shall have a lien for the same.
2. All exterior, additions, modification, decorations, or alterations must be reviewed by and receive written approval from the ARC prior to any such work being performed.
3. The ARC will require the submission of plans and specifications showing the materials, color, structure, dimensions, and location of the proposed alteration in sufficient detail to assure compliance with the criteria established for approvals. Owners can contact management for information regarding submission requirements.
4. The minimum criteria for approval shall include and require minimum of the following:
 - a. Uniformity of type and design in relation to existing improvements.
 - b. Comparable or better quality of materials as used in existing improvements.
 - c. Uniformity with respect to color, size and location.
5. Type and material of fences must have prior written approval of the ARC. Chain link fences clad in green or black vinyl of four (4) or five (5) feet and aluminum picket fences will be allowed. Hedging material on the outside of the fence may be required.
6. No flat roofs of any type, nor steel nor aluminum sheeting on top of screen enclosures, will be permitted.
7. Outdoor recreational devices, structures, fixtures, appliances, or other such items installed on a property are prohibited unless approved by the ARC or Board of Directors.
8. The ARC shall approve or disapprove the request within forty-five (45) days from receipt of all requested submission plans and materials by management. In the event the ARC fails to approve or disapprove said request in writing within forty-five (45) days after submission, plans and materials have been received, approval will be automatically given. It is imperative that no changes are made until such time as you are in receipt of written approval by the ARC.
9. Please refer to the Declaration of Covenants, Restrictions and Easements for Oakbridge Property Owners Association.
10. Approval of any improvements as cited above and approved by the ARC does not relieve the owner from application, approval and inspection by the local building inspector having jurisdiction and authority as the controlling public governmental body.

11. Hurricane shutters shall only be allowed to be installed upon a hurricane watch and/or warning and then must be removed seven (7) days after the watch is lifted or the storm leaves the area.
12. Any proposed ARC submissions must be limited in scope to the areas within the property line(s) or survey of the Unit/Lot for which the proposal is being submitted. Architectural Modifications requiring any movement or relocation of the Common Elements, will not be considered for approval.
13. Should any exterior modification cause any damage to the Common Elements, the Owner who made the modification, and the Owner's successors in title, shall bear sole responsibility and liability for the damage and any expenses incurred in restoring the Common Element(s) to the satisfaction of the ARC and the Board of Directors.
14. Once an Owner has completed an Architectural Modification, with the prior approval of the ARC and Board of Directors, any maintenance and/or repairs of such modification shall thereafter be the sole responsibility and expense of the Owner, and the Owner's successors in title, and shall be STRICTLY performed to the satisfaction of the ARC and Board of Directors
15. Failure to maintain any approved modification may result in the removal of the modification, to the satisfaction of the ARC and Board of Directors, at the expense and risk of the Owner who made the modification, or the Owner's successors in title. The Owner, or the Owner's successors in title, will be responsible for the costs necessitated by the failure to maintain the modification, including the cost of removing the modification and restoring the common elements. In addition to the foregoing, the Association shall also have the right to levy a charge against the Owner and the Owner's Lot, for any sums necessary to remove the modification and to restore the Property to good condition and repair. Said charges shall be collectible as an assessment and the Association shall have a lien for the same.
16. The Board of Directors reserves the right to amend or alter these Rules and Regulations at any time.