

## JOINT RECREATION AREA

### FINES TO BE IMPOSED FOR RULES VIOLATION, MISUSE AND DESTRUCTION

Fines will be considered for Ashwood Lakes and Ventana property owners directly or indirectly associated with damage to recreational facilities or the violation of the rules within the facilities, as discussed in the below amendment. This could include:

- Pet defecation not immediately picked up and disposed of properly. Note, may also be reported to the Rockledge Code Enforcement Office as a violation to city code.
- Riding bikes, skateboards, roller blades, etc. on the court surfaces.
- Not complying to the posted rules for use of the pool.
- Misappropriation of a pool key (lending to an unauthorized individual).

The Joint Recreational Committee serves as its own governing body under the guidance of the amendment provided below - provided in part. The Committee is responsible to the Board of Directors for Ashwood Lakes and Ventana in executing its responsibilities. An element of the Committee's responsibilities is in the levying of fines when appropriate.

The below amendment to the Declaration of Covenants, Conditions and Restrictions for Ventana (provided in part), filed with the Clerk of Courts, Brevard County, prescribes the responsibilities of the Joint Recreation Committee associated with imposing fines. The amendment, although filed under the Declaration of Covenants, Conditions and Restrictions for Ventana remains germane to Ashwood Lakes property owners, tied by the fiduciary obligation to Ashwood Lakes in support of budget execution and management of the joint recreation facilities.

**Note: The amendment, in its entirety, is posted to the Ashwood Lakes HOA Website, listed under Governing Documents.**

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#### AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VENTANA (dated 16 May 2000)

Lot Owner

The Developer and the Association shall have the right to suspend the right of any Lot Owner (his tenants, guests or invitees) to use a portion or all of the Recreational Facilities for any period during which he was defaulted in the payment of assessments. The Developer or the Association may also suspend for a period of thirty (30) days, the rights of any Lot Owner (his tenants, guests or invitees) to use the Recreational Facilities and may levy reasonable fines not to exceed \$100.00 per violation, against any such Owner (his tenants, guests or invitees) for the violation of the

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rules and regulations governing the Recreational Facilities. The fine may be levied for each day of a continuing violation with a single notice and opportunity for a hearing, other than nonpayment of assessments, may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before the Committee. If the committee cannot be majority vote, approved a proposed fine or suspension, it may not be imposed.

Notwithstanding the foregoing, any Lot Owner who purchased a Lot in the Subdivision prior to December 31, 1997 ("1997 Owner (s)") may exempt himself from payment of his prorated share of the assessments attributed to the Pool Facilities and the Pool Facilities Budget, so long as: (i) the 1997 Owner has given notice of exercise of exemption rights in writing within 30 days after the date of Developer mails to him notice of this exemption option; (ii) the 1997 Owner continues to hold fee simple title to his lot (the exemption will terminate upon transfer of title except to a revocable living trust of which the 1997 Owner is trustee and a beneficiary); and (iii) neither the 1997 Owner nor his guests, invitees and tenants use the Pool Facilities. Any unpaid share of the Pool Facilities Budget attributable to the exempt 1997 Owners shall be deemed Common Expenses collectible from all other Lot Owners.

If a 1997 Owner exercises his exemption but thereafter uses the Pool Facilities, conveys his lot to another party, or rescinds such exemption, then the 1997 Owner (or his successors) shall be required thereafter to pay his pro-rata share of the Pool Facilities related assessments together with all other assessments accruing against his Lot.