

FIRST AMENDMENT TO
BYLAWS
OF
FALLING WATERS – PHASE II HOMEOWNERS ASSOCIATION

ARTICLE IX
Miscellaneous

Section 7. General Provisions. Except for the authority and powers specifically granted to the Declarant, the Declarant or its assigns, the Association, or Member shall have the right to enforce by proceeding at law or in equity, all covenants, conditions, restrictions and easements, now or hereafter imposed by the provisions of the Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant, the Association or by any owner to enforce any covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XI
Enforcement Of Covenants, Conditions, Restrictions and Easements

Section 1. Determination of Fines for Noncompliance with Covenants, Conditions, Restrictions and Easements. The Board of Directors may assess fines against the Owner of any Lot who is in violation of the terms and conditions of the Declaration, as amended from time to time, in the amount of \$50.00 for the initial violation, whether one or more, and \$15.00 per day after the date of the notice of the violation to the Owner and an opportunity to be heard. Fines will accrue interest at 16% per annum until fully paid. If the violation pertains only to leaving trash cans out (also known as garbage bins), the initial fine is \$25.00, and all other penalties set forth herein shall apply to trash can violations.

Section 2. Burden of Proof of Resolution. The Board may assign the burden of proof of resolution of any violation to the Owner of any Lot who is in violation of the terms and conditions of the Declaration, as amended from time to time. It shall be the obligation of the Owner of the Lot who has been notified by the Board of a violation to notify the Board in writing that the violation has been remedied and provide verifiable evidence of such remedy.

Section 3. Costs of Enforcement. The Board shall be entitled to recover any costs and reasonable attorney fees incurred by the Board in connection with enforcing compliance with covenants, conditions, restrictions and easements. The costs and reasonable attorney fees incurred by the Board in connection with enforcing compliance with covenants, conditions, restrictions and easements shall be the obligation of the Owner of the Lot in violation.