

Graemont Estates Homeowners Association

Rules and Regulations Pertaining to Fines

Pursuant to the Graemont Estates Residential Subdivision, Declaration of Covenants, Conditions and Restrictions, notarized the 11th day of May 2016. Recorded in Real Property Records of Smith County Texas on May 16th 2016 by Karen Phillips, County Clerk.

The Architectural Control Committee hereby finds there is a need to establish orderly procedures and structure for the imposition of fines for violations of the Declaration of Protective Covenants.

Objective:

When an Owner (including any family member, guest, agent or tenant of the Owner) violates the provisions set forth in the Associations governing documents, there shall be grounds for assessment of a monetary fine and the violating Owner shall be deemed responsible for the violation(s) and the fine(s) assessed.

The Board of Directors and the Architectural Control Committee reserve the right to adjust the enforcement of this policy based on individual situations, which will take into consideration the seriousness of the violation, the necessity for legal action, and the costs to the Association.

I. NOTICE For Violations other than construction without ACC approval

The owner will receive written notice of the violation and opportunity to cure the violation before imposing a fine.

A. First Notice: The Association shall notify the Owner of the violation in writing, via email if an email address has been provided by the Owner. The notice shall contain the following information:

1. A description of the violation and reference to the provision of the Declaration being violated, and the action that must be taken to cure the violation.
2. A statement that the violation must be corrected within fifteen (15) days from the date of the "First Notice."

B. Second Notice: After issuance of the "First Notice" and expiration of the fifteen (15) day compliance period, if the violation described in the "First Notice" has not been resolved, the Association shall give the notice required under Section 209.006 of the Texas Property Code. The "Second

Notice" shall be sent by certified mail and shall contain the following information:

1. A description of the violation or property damages that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner.
2. A statement that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety.
3. A statement that the Owner may request a hearing under Section 209.007 of the Texas Property Code before the Board of Directors by submitting a written request for the same to the Board within thirty (30) days of the "Second Notice."
4. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety.
5. A statement that the Owner will be charged attorney's fees and costs incurred by the Association in enforcing the Declaration and/or abating the violation if the violation is not cured within thirty (30) days from the date of the "Second Notice."
6. Texas law and Section 209.006 shall determine whether a violation is considered curable.

C. Third Notice: After thirty (30) days from the Second Notice, if the violation has not been remedied or the Board has not been contacted by written request for a hearing, the Association shall notify the Owner by first class mail and certified mail, return receipt requested, "Third Notice" shall contain the following information:

1. A description of the violation that is the basis for the fine and reference to the provision of the Declaration being violated, and the action that must be taken to cure the violation.
2. A statement that the fine for non-compliance is being added to the Owner's account for not curing the violation within the specified period of time contained in the "Second Notice."

3. A statement that there will be continuing fines in accordance with the "Fine Schedule" as each subsequent fifteen (15) day period elapses and the violation is not cured.
4. A statement that there is no aggregate limit on the amount of the fines which may accrue for the same violation. Additionally, that if the matter is referred to legal counsel for further enforcement measures, all attorney's fees and costs incurred by the Association will be charged to the Owner's account in accordance with Chapter 209 of the Texas Property Code.
5. A statement that the Owner may request a waiver of the fines by submitting a written request to the Board of Directors after the violation is cured.
6. The amount of fines being assessed against the Owner.

D. **HEARING:** The Board shall follow the procedures stated in Chapter 209 of the Texas Property Code in conducting a hearing.

E. **Grace Period.** There is a 15 day grace period which occurs between the Second Notice and the Third Notice. So that a total of 45 days will have occurred from the date of the First Notice (via email or other written communication) to the date of the Third Notice (via first class mail with return receipt) where fines are assessed. It is intended that the Owner and the Board utilize this period to ensure all parties are made aware of the nature of the violation, of attempts to remedy, schedule and conclude hearings, and of the Board's intent to levy fines against the owner.

II. FINE SCHEDULE for Violations other than construction without ACC Approval

- A. **First Violation:** \$100.00 imposed for each fifteen (15) day period that the same violation continues to exist from the Date of the third notice until cured. If the violation is due to any
- B. **Additional but Separate Violations of the Same Restriction Within Six Months of Receipt of the "Second Notice:"** \$200.00, which may be imposed every fifteen (15) days that the violation continues to exist until cured.
- C. **Aggregate Limit:** There is no limit to the aggregate limit amount of fines imposed for the same violation.

III. CONSTRUCTION WITHOUT ACC APPROVAL:

- A. Pursuant to Articles XI and XII, approval, in writing, is required for items listed which include but are not limited to changes in, construction, demolition, or landscaping of external design. Owners are encouraged to review the Declaration, and any questions regarding changes should be directed to the Architectural Control Committee in writing prior to commencement.
- B. Any construction of exterior home improvements, modification and/or additions including but not limited to fencing or out buildings started prior to written approval by the ACC can incur a \$500.00 fine. Notice of the violation and fine will be sent pursuant to the Notice provisions set forth herein. Provided, however, that the "First Notice" shall not be required for any letter sent pursuant to this provision.
- C. If said construction does not halt immediately upon receipt of violation and fine notice and any opportunity cure contained therein, an additional fine of \$100.00 can be imposed every day until construction ceases.
- D. If work performed without approval is or may reasonably appear to be consistent with modifications permissible, the homeowner will still be required to submit an ACC request form.
 - 1. If upon review the modification is approved, then no further action will be taken.
 - 2. If upon review the modification is disapproved, the homeowner will be required to remove the modification and restore the property within 60 days of notification. If the homeowner fails to restore the property, the ACC may proceed with fines and/or liens or by any means available at law

IV. CONSTRUCTION which exceeds time limits laid out in Declaration of Covenants, Restrictions and Conditions 11.3 :

- A. Pursuant to Article 11.3 Guidelines and Procedures and 11.7 Enforcement of the Declaration, "Any new construction must be completed within one year of the approval date. Any modification of an existing structure must be completed within six months of the approval date." Owners are encouraged to review the Declaration, and any questions regarding changes or extensions should be directed to the Architectural Control Committee.
- B. If said construction is not completed within the time period allowed in 11.3 then a fine notice of the violation will be sent by the board and/or the ACC. A fine of \$100.00 can be imposed every day until construction is completed.
- C. The homeowner can apply to the Board for an extension in writing.

V. ADDITIONAL INFORMATION

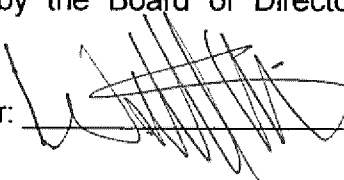
- A. Fines will be imposed in addition to and not in lieu of any other rights or remedies of the Association allowed by the Declaration or other Rules and Regulations adopted by the Board.
- B. Fines are imposed against the Owner and are the obligation of the Owner of the property.
- C. An Owner should notify the Board when a violation is cured. Upon verification, the violation will be deemed to no longer exist. Unless fines are waived by the Board, the Owner will remain liable for all fines imposed under these Rules and Regulations. If the fines are not paid on demand, the account may be referred to legal counsel for collection. The Owner shall be responsible for all attorneys' fees incurred in connection with the enforcement of any provision of the Declaration and/or the Rules and Regulations in accordance with the provisions of Chapter 209 of the Texas Property Code.

IT IS FURTHER RESOLVED that the purpose of these Rules and Regulations Pertaining to Fines is to provide a standard for the Association. Notwithstanding these Rules and Regulations, the Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency and effects of the violation. The Board may also establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the Association's published Rules and Regulations, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Association's documents.

IT IS FURTHER RESOLVED that in case of conflict between a provision of these Rules and Regulations and the Declaration and Bylaws, the provisions of the Declaration and Bylaws are controlling.

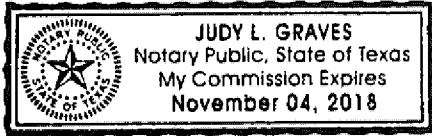
IT IS FURTHER RESOLVED that these Rules and Regulations are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

By signing below, I certify that the foregoing Rules and Regulations Pertaining to Fines and Fine Structure were adopted by the Board of Directors of Graemont, HOA on October 11, 2017.

Date: 10/11/17 Authorized Director: 

STATE OF TEXAS
 COUNTY OF
 SMITH

BEFORE ME, the undersigned authority, on the 11th day of October 2017, personally appeared, Will Melton to me known to be the President of Graemont HOA and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.



Judy L. Graves
Notary Public, State of Texas
My Commission Expires: 11/04/18

Filed for Record in
Smith County, Texas
10/24/2017 10:44:26 AM
Fee: \$46.00
20170100043972
BY LAWS
Deputy -Brenda Calhoun
I hereby certify that this instrument was
filed and duly recorded in the Official
Public Records of Smith County, Texas

Karen Phillips

Karen Phillips
County Clerk

