

# OAK HILL RANCH HOMEOWNERS' ASSOCIATION, INC.

## COVENANT ENFORCEMENT AND FINE POLICY

**WHEREAS**, the Declaration of Oak Hill Ranch was recorded on January 9, 2020 as Document Number 20200109000439 in the Real Property Records of Denton County, Texas;

**WHEREAS**, the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the properties in keeping with the character and quality of the area in which they are located, as stated in Article 5 and Section 9.

**WHEREAS**, the Board of Directors finds a need to establish a policy to aid in the enforcement of rule violations and unauthorized alterations and/or additions to the exterior of any lot within the Association.

**NOW THEREFORE, THE BOARD OF DIRECTORS HEREBY RESOLVES THAT**, upon this date the following Covenant Enforcement and Fine Policy ("Policy") is adopted;

**Violations.** Any condition, use, activity, or improvement which does not comply with the provisions of the Governing Documents is a "violation" subject to his Enforcement Policy. Pursuant to Article 5 and Section 9 of the Declaration, the Board may consider each day the violation continues to exist as constituting a separate violation.

**Confirming the Violation.** A violation will be verified by a field observation conducted by: (i) the Association's managing agent, or (ii) a member of the Board of Directors. To assist with recordkeeping, the field observer will prepare a report which may include the following:

- a) Description of the violation.
- b) Give the owner a reasonable period to cure the violation.
- c) Advising the Owner of their rights to a hearing as set forth under Section 209.006 within 30 days.
- d) Advise them of their rights if they are active military.
- e) A photograph of the violation, if pertinent.

1. **Courtesy Notice:** Upon notice of violation, the Association may send the Owner of the Lot in question written notice by regular first-class mail or by postcard informing the Owner of the Violation. The "Courtesy Notice" provides the Owner **ten (10) calendar days** to cure the Violation.

2. **Formal Notice:** If the previously reported Violation (by "Courtesy Notice") is not cured in the time frame set forth in Paragraph 1 the Association may send the Owner of the Lot in question written notice by regular first-class mail. The "Formal Notice" provides the Owner **fourteen (14) calendar days** to cure the Violation.

3. **Final Notice of Violation:** If the previously reported Violation (by "Formal Notice") is not cured in the time frame set forth in Paragraph 2, the Association may send the Owner of the Lot in question written legal notice by regular first-class and certified mail, return receipt requested. The "Final Notice" provides the Owner

**thirty (30) calendar days to cure the Violation.** If the violation is not cured in the set forth timeframe the Owner may be subject to fines, “self-help” and/or legal proceedings; which may be charged back to the Owner.

- a. The Final Notice will inform the owner of his/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active-duty military service to the sender of the Notice of Violation immediately.
- b. The Owner does have a right to request a hearing as set forth in Section 209.006 in Texas Property Code, this “Hearing Request” will be held within **thirty (30) days** after the request has been received. The Association will provide a written response to Owner not later than **ten (10) Days** prior to the hearing and provide the owner with a date, time and location.

Letter to be Sent	Time Frame to Cure Violation
Courtesy Notice	10 Calendar Days
Formal Notice	14 Calendar Days
Final Notice	30 Calendar Days

In the event the violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine.

Fines may be assessed to all owners whom have Covenant Violations that are not resolved after written notification is given and exhausted; Fines are stipulated below:

**Notice of First Fine:** If the owner has not corrected the violation within the time period specified in the Final Notice of Violation, or did not timely request a hearing, the Board of Directors may impose a fine in the amount of **\$50.00**, the Board will send a Formal Notice of Fine (the “Fine Notice”) to the Owner. The Formal Notice of Fine (the “Fine Notice”) will be sent by regular and certified mail, return receipt requested.

**Notice of Second Fine:** If the owner has not corrected the violation within **30 Calendar Days** from the date of First Notice of Fine, the Board of Directors may impose a fine in the amount of **\$100.00**, the Board will send a Formal Notice of Fine (the “Fine Notice”) to the Owner. The Formal Notice of Fine (the “Fine Notice”) will be sent by regular and certified mail, return receipt requested.

**Notice of Third Fine:** If the owner has not corrected the violation within **30 Calendar Days** from the date of Second Notice of Fine, the Board of Directors may impose a fine in the amount of **\$150.00**, the Board will send a The Formal Notice of Fine (the “Fine Notice”) to the Owner. The Formal Notice of Fine (the “Fine Notice”) will be sent by regular and certified mail, return receipt requested.

**Notice of Subsequent Fines:** If the owner has not corrected the violation within **30 Calendar Days** from the date of the Third Formal Notice of Fine (the “Fine Notice”) and Subsequent Fine Notice(s), the Board of Directors may impose a fine in the amount of **\$200.00** (for each occurrence within **30 Calendar Days** of each), the Board will send a formal Notice of Fine (the “Fine Notice”) to the Owner. The Notice of Fine will be sent by regular and certified mail, return receipt requested.

**Fining will not exceed \$500.00 for a single violation.**

<b>Fine Schedule</b>	<b>Time Frame to Cure Violation</b>
<b>1<sup>st</sup> Fine: \$50.00</b>	<b>30 Calendar Days</b>
<b>2<sup>nd</sup> Fine: \$100.00</b>	<b>30 Calendar Days</b>
<b>3<sup>rd</sup> Fine: \$150.00</b>	<b>30 Calendar Days</b>
<b>Subsequent Fine(s): \$200.00</b>	<b>30 Calendar Days</b>

Examples of Covenant Violations subject to this policy include, but are not limited to are below:

- a) Unapproved Exterior Alterations
- b) Inoperative vehicles that are stored on the Property.
- c) Property that is in use for business, professional, commercial or manufacturing purposes.
- d) Trash Containers store in public view from the street.
- e) Boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, travel trailer, motor home, camper body or similar vehicle or equipment may not be stored, parked or kept on any driveway, in the front yard or in the street in front of a Lot for more than 48 hours nor more frequently than two times per month.
- f) Exterior Property and Lawn Maintenance of the Property at which are designated to the Owner’s responsibility and expense.

[Signatory Page to Follow]

The State of Texas §  
The County of DENTON §

Executed by April Woods, [Signature] <sup>VP</sup> President,  
Print Signature

Oak Hill Ranch Homeowners Association, Inc.

Sworn to me this 27 day of September, 2021 by April Woods <sup>VP</sup> President,  
Oak Hill Ranch Homeowners Association, Inc.



[Signature] [Signature]  
Notary Public

My Commission Expires

After filing please return to: VISION COMMUNITIES MANAGEMENT, Inc., 5757 Alpha Rd, Suite  
680, Dallas, Texas, 75240