

Violation and Fine Schedule for Cripple Creek Farms North Subdivision

Article	Description of Violation	Fine
5.01 (b) (c)	(b) All dwellings and guest/servant houses must be approved in writing by the Architectural Control Committee prior to being erected. (c) All structures must be approved in writing by the ACC as defined in the ACC Guidelines.	\$5000.00
	Any changes to new construction during the construction phase must be approved by the ACC prior to changes taking place	\$5000.00
	Any damage to another's property during the construction of a building by anyone employed by or hired by the builder/construction crew. This includes trash and debris that ends up on another's property due to negligence. Any items such as piles of discarded building materials, trash, outhouse(s) or anything deemed an eyesore left over a period of 15 days after construction is completed.	\$500 - \$5000 Depending on the severity of the damage, and whether it is the first offense or not.
5.05 (a)	(a) Each Owner, at all times, shall maintain, repair, and otherwise be responsible for his Lot and the improvements thereon. This includes keeping the grass mowed to a reasonable length, keeping tree and other debris picked up and disposed of properly, and keeping trash and other items picked up.	See attached schedule
5.09 (b)	(b) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street or otherwise approved by the ACC.	See attached schedule
5.10 (c)	(c) It is specially agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than is necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same.	\$5000.00
5.11 (b) (e)	(b) No animal shall be allowed if such animal constitutes an unreasonable annoyance, danger, inconvenience or nuisance to any other Owner. (e) No animals, other than household pets or school/FFA/4H projects, shall be maintained on less than one acre of land.	See attached schedule
5.14 (a) (b)	(a) No lot shall be used or maintained as a dumping ground for rubbish or a site for accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative vehicles and discarded appliances and furniture. (b) Trash, garbage, or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a sanitary and clean condition.	See attached schedule

Schedule of fines for violations Cripple Creek Farms North Subdivision

For Curable Violations

First notice - Notice of Violation - sent certified/return receipt

- a. Written notice of violation, whether new or repeated and 30 days to correct the violation or to request a hearing by the Board (if not a repeat violation)

Second notice - Notice of continued violation - sent certified return receipt

- a. Written notice to be sent to Owner of continued or repeated violation 30 days after the first notice
- b. \$50.00 fine levied to the Owner
- c. 10 days to correct the violation

Third and Final notice - Notice of continued violation - sent certified return receipt

- a. Written notice to be sent to Owner of continued or repeated violation 10 days after second notice
- b. \$100.00 fine levied to the Owner
- c.. 10 days to correct the violation
- d. On the third and final notice the Association shall reserve the right to pursue any and all remedies within the declarations, rules and regulations, and State Law to remedy this violation. If the violation(s) are not corrected and the fines are not paid current within two weeks a lien may be placed on the property. Any and all legal bills will be the owners responsibility.
- e. Unless prior arrangements have been made, a \$150.00 fine will be assessed every 30 days until the violation is corrected.

For Non-Curable Violations

First notice and Final Notice of Violation - sent certified return receipt

- a. Written notice of violation and the amount of the fine along with 30 days to request a hearing by the Board if desired. If the fine is not paid current within 30 days (or 10 days after a hearing) a lien may be placed on the property. Any and all legal bills will be the owners responsibility.

For All Violations

Unless the homeowner prevails, the homeowner will be charged for all expenses incurred by the Association in their endeavor to have the violations corrected

Hearings

Any homeowner who wishes to contest the violation(s) and the imposed fine(s) may request a hearing by the board under Section 209.007 by submitting a written request either mailed to the HOA at Cripple Creek Farms North Civic Club Inc; P O Box 662; Pinehurst, TX 77362 or emailed to cripplecreekmgmt@gmail.com The request for a hearing must be received within thirty (30) days of the date of the First Notice

Special Rights or Relief

If you are serving on active military duty, you may have special rights or relief related to this enforcement action under Federal Law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq)

Alternative Payment Schedule

An Alternative Payment Schedule for certain assessments may be available. Certain terms will apply .

- ◆ A payment plan may not stop interest from being charged.
- ◆ A payment plan will stop any additional late fees from being charged.
- ◆ The payment plan can not be less than 3 months or more than 18 months.
- ◆ A payment plan monthly payment will be a minimum amount of \$50.00
- ◆ A payment plan may not be available after the period for a 'cure' has expired.
- ◆ The association is not required to allow an owner to enter into a payment plan more than once in any 12-month period
- ◆ If while under a payment plan, the owner defaults on payment, then the entire amount will become due.
- ◆ At this point any and all legal fees associated with this matter will the owner's responsibility and will be added to the owner's account.