

**NORTHCREST RANCH PROPERTY
OWNERS' ASSOCIATION, INC.**

**Architectural Control Committee
FINE AND FEE SCHEDULE**
(Applicable to All Northcrest Ranch Sections)

Adopted February 2011

Northcrest Ranch Property Owners' Association, Inc.'s. ACC Fine and Fee Schedule

INTRODUCTION

The Board of Directors of Northcrest Ranch Property Owners Association, Inc. ("Association") adopted this Architectural Control Committee ("ACC") fine and fee schedule ("Fine and Fee Schedule") pursuant to Article VIII, Section 8.10 Power to Adopt Rules and Regulations, of the Declaration of Covenants, Conditions and Restrictions for Northcrest Ranch ("Deed Restrictions"). Please understand that the Fine and Fee Schedule is for the betterment of our community. If a property owner ("Owner") has any questions regarding this ACC Fine and Fee Schedule, please write the Board of Directors or use the 'Contact US' button on the Association's website at www.NorthcrestPOA.com. The Board of Directors will respond in writing with any assistance needed.

This ACC Fine and Fee Schedule complements the Management Company Fine and Fee Schedule, both of which taken together encompass the stated Deed Restrictions. The process herein defined is administered by the ACC for all new construction, add-on construction, and a few administrative restrictions assigned to the ACC ("ACC Managed Deed Restrictions").

NOTIFICATION OF VIOLATION

The procedure for notification to an Owner regarding an alleged violation of the ACC Managed Deed Restrictions is as follows:

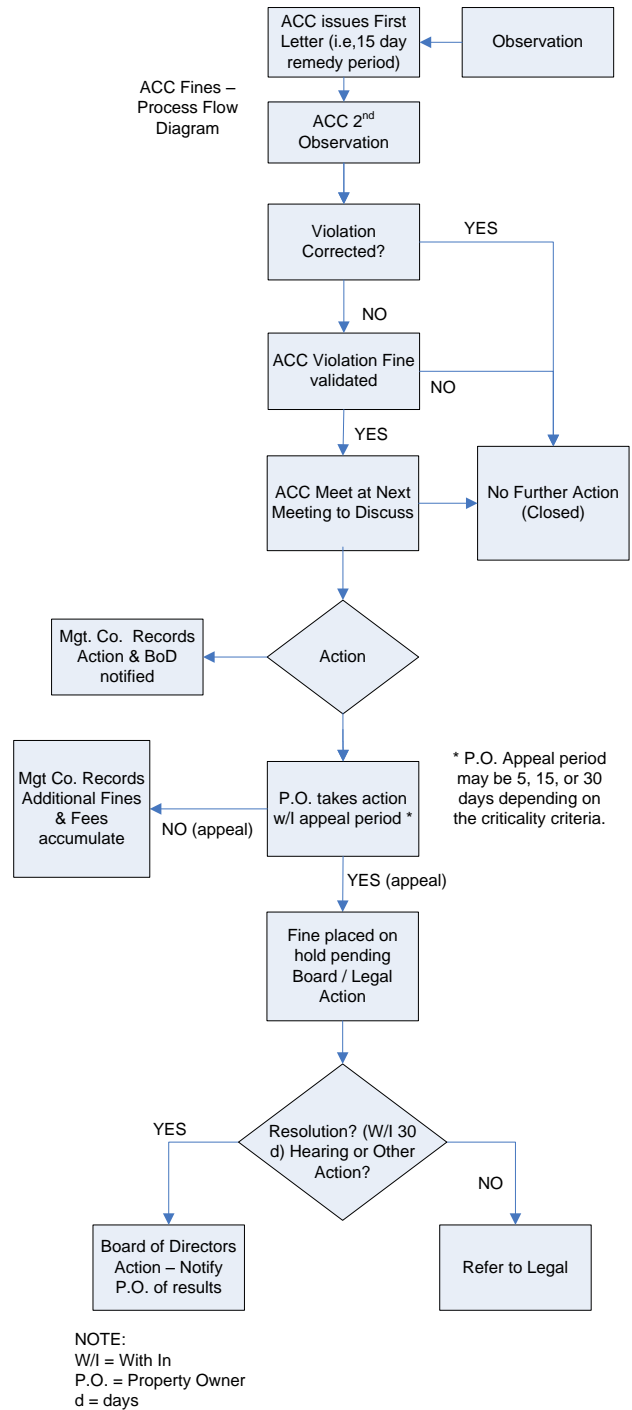
1. For critical violations, including but not limited to, encroachment on build or easement boundaries, construction without permit, or other similar violation where time constraints affecting the construction are paramount, the ACC will contact the Owner by the most rapid means (i.e. phone, email, or personal contact).
2. For non-critical violations, including but not limited to, non-application for construction, demolition or Owner change(s) to approved work permit, the ACC will contact the Owner by regular mail.
3. Each alleged violation is discussed on an issue by issue status and action(s) to be taken are discussed by the ACC at their bi-weekly meetings or, depending on the type of violation (e.g. critical or non-critical), by email if immediate action is deemed to be necessary (i.e., construction without a permit). Critical violations can result in an immediate stop work order known as a 'Red Tag'. When the 'Red Tag' procedure is put into effect, an immediate action is taken to bring the Owner into compliance. Depending on the severity of the 'Red Tag' violation, the Association may seek an injunction against an Owner.
4. The ACC will, regardless of the type of violation, contact the Owner by letter, stating the alleged violation that has been observed. If the violation is curable, a letter is sent immediately notifying the Owner of the violation which includes a stated time period to cure the violation (generally 15 days for a critical violation, except 5 days for a 'Red Tag' critical violation and 30 days for a non-critical violation) and the amount of the possible fine if the violation is not cured within the stated time period. *Refer to Assessment of Fines below for information of possible fine and fee amounts.*

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5. If there is no contact made by the Owner to cure the violation or phone call made to discuss the issue with the ACC, then after the stated time period has passed, and if the violation has not been cured, then a letter is sent notifying the Owner that the previously stated fine will be levied against their property unless such Owner requests a hearing through the Association's Management Company within 15 days for a critical violation, except 5 days for a 'Red Tag' critical violation, and 30 days for a non-critical violation with the Board of Directors of the Association to address the violation and dispute the fine ("Fine and Hearing Notification").
6. If an Owner requests a hearing within the specified timeframe from the date of the Fine and Hearing Notification, the fine shall not be levied against an Owner's property until such time that the hearing is held and a determination made by the Board of Directors. The Board of Directors' determination is generally made 15 days for a critical violation, except 5 days for a 'Red Tag' critical violation, and 30 days for a non-critical violation. If a hearing is not requested within the specified timeframe, the fine is levied against the Owner's property as of the date of the Fine and Hearing Notification. Any fine levied must be paid within 60 days or a \$5 per day charge applies for each day said fine is not paid thereafter until such fine is paid in full. Other fees and charges may also apply.
7. A general timeline and flow diagram of the above described process for ACC violation observation, notification and administration is identified in Figure 1 ACC Deed Restriction Flow Diagram below.

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Figure 1 ACC Deed Restriction Flow Diagram



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ASSESSMENT OF FINES

Failure of an Owner to resolve an ACC Managed Deed Restriction violation will be elevated to the Board of Directors for action if deemed necessary or if an Owner requests a hearing. Upon being elevated to the Board of Directors, the Association's Management Company will issue statements to the Owner of the fines, fees, or other charges that may have been imposed by formal notice and any conditions for remedy. 'Red Tag' violations have been determined to be of a more urgent nature due to ongoing construction or demolition action and may require action by the ACC and Owner immediately.

The procedure for notification to an Owner regarding an alleged violation of ACC Managed Deed Restrictions is as follows:

1. Describe the violation which is the basis for the fine and state the initial and/or monthly fine amount due to the Association from Owner; and
2. Inform the Owner of the time period to correct the violation (Generally 15 days for a critical violation, except 5 days for a Red Tag critical violation, and 30 days for non-critical violations) in order to avoid the fine, and opportunity to request a hearing pursuant to Section 8.11 of the Deed Restrictions on or before 15 days for a critical violation, except 5 days for a Red Tag critical violation, or 30 days for non-critical violations after the date the owner receives notice.

Once a violation is corrected, if the violation is repeated anytime within a 180 day time period after the date of the first Fine and Fee Notification (described above), then a "Repeat Violation" process will be in effect. The ACC is automatically required to notify the Board of Directors of an alleged Repeat Violation. The Board of Directors will determine whether a violation is a Repeat Violation. If the violation is determined to be a Repeat Violation, then the Owner will be notified of the violation and have 15 days to correct the violation, except 5 days for a Red Tag critical violation, or contact the Board of Directors. Repeat Violation fines are subject to more severe penalty and require reduced remedy time. No Initial Notification will be sent to an Owner for the Repeat Violation as prior notice is deemed to have taken place from the first violation. As a result, the Board of Directors will then authorize the Management Company to take whatever action is required to correct the violation, if applicable, and issue a Fine and Fee Notification to the Owner, which will include the amount of the costs for the Association to remedy the violation, if applicable, any fines, fees, or other charges that may be imposed, and conditions for remedy by an Owner, if any.

If after 15 days, or 5 days for a Red Tag critical violation, the Repeat Violation has not been corrected by the Owner, then the "Initial Fine – First Month" will be levied against the Owner's property and the Owner notified accordingly. If the Association actions have not corrected the violation and the Owner has not corrected the violation within 30 days after the Initial Fine, in the Association's sole discretion– First Month, then the "Subsequent Monthly Fine" will be levied against the Owner's property on a 30 day basis until the violation is corrected.

Fines are enforced by the ACC, or the Board of Directors if a hearing is requested by an Owner, through the Association's Management Company. The Association's Management Company schedules Owner hearings and administers resulting Board of Directors decisions. See Table 1 - Summary List of ACC Managed Deed Restrictions Fines below.

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Nothing stated here shall be construed to require fining prior to any lawsuit or to prohibit the Association from filing suit in order to enforce or enjoin violations in accordance with Article VIII, Section 8.11, of the Deed Restrictions.

The subsequent fine shown in the table below is for failure to correct in a timely manner the issue that resulted in the initial fine. The fine is \$5 per day (\$150 per month).

Table 1 - Summary List of ACC Managed Deed Restrictions Fines

			Maximum Initial Fine	Repeat Violation	Subsequent Fine
Segment	Paragraph	Description of Violation	First Month	(Automatic Maximum Fine)	Monthly
3	3.23	Construction - Exterior Lighting	\$500.00	MAX	\$150.00
3	3.23	Construction - Flagpoles w/lights.	\$250.00	MAX	\$150.00
3	3.23	Construction - Ornamental Statuary, Sculpture/Yard Art Visible from Street	\$500.00	MAX	\$150.00
3	3.23	Construction - Roof Top Solar Collectors	\$500.00	MAX	\$150.00
3	3.23	Construction - Satellite Dishes and Antennas	\$500.00	MAX	\$150.00
3	3.23	Construction - Storage Sheds	\$500.00	MAX	\$150.00
3	3.23	Construction - Sunlight obstructions	\$500.00	MAX	\$150.00
3	3.23 c	Compliance - Signs - Display Without ACC Approval	\$500.00	MAX	\$150.00
4	3.01	Construction - Commencing Without ACC Approval - HUC or Additional Construction	\$700/\$500	MAX	\$150.00
4	3.01	Construction - Failure to Timely Commence	\$500.00	MAX	\$150.00
4	3.01	Construction - Failure to Timely Complete	\$700.00	MAX	\$150.00
4	3.01	Construction - Minimum Requirements	\$500.00	MAX	\$150.00
4	3.09	Construction - Drainage - Failure to Provide Drainage Plan	\$500.00	MAX	\$150.00
5	4.01	Construction - Demolition or Destruction Without ACC approval	\$500.00	MAX	\$150.00
6	3.11	Construction - Failure to apply for Water Well	\$500.00	MAX	\$150.00
7	3.13	Compliance - Prohibits Barb Wire or Electric Fences	\$500.00	MAX	\$150.00
7	3.13	Construction - Failure to get approved Walls and Fences	\$1,000.00	MAX	\$150.00
7	3.13	Construction - Fences - Wire Facing Street	\$500.00	MAX	\$150.00
8	3.12	Construction - Failure to provide Septic or sewage disposal	\$500.00	MAX	\$150.00
9	3.06	Construction - Temporary Structures	\$500.00	MAX	\$150.00
16	3.09	Construction - Drainage - Failure to Maintain Drainage	\$100.00	MAX	\$150.00
20	3.08	Construction - Removal of Trees, Trash and Care of Lots During Construction of Residence (FN-1)	\$500.00	MAX	\$150.00
(FN-1)	3.08c Fines may be assessed on a daily basis for street and ditch debris.				

Details of each deed restriction are located by referenced Segment number and by Deed Restriction Paragraph at Appendix A.

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ADOPTION OF ACC MANAGED FINE AND FEE SCHEDULE

The Board of Directors and ACC Members are Northcrest Ranch Owners and perform their duties as non-paid volunteers of the Association. The purpose of this ACC Managed Fine and Fee Schedule is to facilitate a better understanding of and proper adherence to the Deed Restrictions of Northcrest Ranch by Owners. The Board of Directors of the Association, upon recommendation of the ACC, duly adopted this ACC Managed Fine and Fee Schedule for community wide implementation, effective February 1, 2011.

Passed, Adopted, and Approved by the Board of Directors of Northcrest Ranch Property Owners' Association, Inc. this 15th day of February, 2011.

By: Michael T. Adams
Name: Michael T. Adams
Title: President

By: Candi Weekley
Name: Candi Weekley
Title: Secretary

APPENDIX A
ACC Fine and Fee Schedule

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Appendix A

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ACC Managed Fine and Fee Schedule Details

Segments 1 – 20 describe the Deed Restrictions and the appropriate fines for non-compliance. Subsequent fines are also defined for repeated violations where applicable. Each segment is designed to coincide with the applicable part of the Deed Restrictions for all three Sections of Northcrest Ranch and details of the Covenants on which the fine is based. Any differences between the three Sections of Northcrest Ranch in the Deed Restrictions are identified in each segment.

Keep in mind that only details for Segments 3, 4, 5, 6, 7, 8, 9, 16, and 20 relating to the ACC Managed Deed Restrictions are included below. As described in the Introduction above, this ACC Fine and Fee Schedule and the Management Company Fine and Fee Schedule should be read together to understand all of the stated Deed Restrictions. *Refer to* the Management Company Fine and Fee Schedule for details on Segments 1, 2, 10, 11, 12, 13, 14, 15, 17, 18, and 19.

Segment 3 – Compliance Various Restrictions

The Fine for non-compliance is:

1. Initial Fine – First Month \$100.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Signs - Display Without ACC Approval
- Exterior Lighting
- Flagpoles
- Roof Top Solar Collectors
- Satellite Dishes and Antennas
- Storage Sheds
- Sunlight obstructions
- Prohibited Items - Window Units (Sections I and II Only)

Clarification Notes:

External (Exterior) Lighting Definition: Two classes of external lighting exist.

1. The first class of external lights is those which are located in the easement adjacent to the roadways. These lights are typically mounted by the power company at the request of the Owner and often on the utility company's pole. This class of external light is defined as a 'Street Light' because it is located on public land in the easement.
2. The second class of external lights is those which are mounted either on the 'build line' or inside the 'build line' on the Owner's lot are defined as a 'Security Light'. These may be mounted on a pole, fence, and entrance or even on the side of the home.

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3. Both first and second class Exterior Lighting must be approved by the ACC. Furthermore, both the Street Light (1st class) and the Security Light (2nd Class) must not exceed 100 watts in power without written approval and must have a photocell capability to activate the light at dusk and deactivate the light at dawn. Additionally, The Owner desiring to place a Street Light must secure the written approval of the adjacent and cross street Owners prior to submission of an application for external lighting.

Flag Pole Illumination:

1. Flag poles must be properly illuminated in accordance with United States flag protocol.

Section 3.23 Views, Obstructions and Privacy. In order to promote the aesthetic quality of “view” within the Subdivision, the Committee shall have the right to review and approve any items placed on a Lot including, but not limited to the following:

- a. The location of all windows and the type of proposed window treatments and exposed window coverings;
- b. The probable view from second story windows and balconies and decks (particularly where there is potential invasion of privacy to an adjoining neighbor);
- c. Sunlight obstructions;
- d. Roof top solar collectors;
- e. Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- f. Exterior storage sheds, work shops, barns or detached garages;
- g. Fire and burglar alarms which emit lights and sounds;
- h. Children’s playground or recreational equipment;
- i. Exterior lights;
- j. Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be a part of an otherwise approved landscape plan;
- k. The location of the Residential Dwelling on the Lot; and
- l. The location of satellite dishes and antennas.

Prohibited Items. The following items are prohibited on any Lot:

- a. Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- b. Above ground swimming pools;
- c. Signs (except for signs permitted in Section 3.18 hereof);
- e. Unregistered, unlicensed or inoperable motor vehicles;
- f. Window unit air conditioners; (Sections 1 and 2 Only);
- h. Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks; and
- f. Unregistered, unlicensed or inoperable motor vehicles.

Segment 4 Construction Requirements

The Fine for non-compliance is:

1. Initial Fine – From \$500 to \$ 700.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Lot Use
- Commencing Without ACC Approval
- Lot Use - Commercial Purposes
- Lot Use - Garage Apartments
- Minimum Requirements not met
- Failure to Timely Complete
- Failure to Provide Drainage Plan

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit (“Dwelling”) not to exceed three (3) stories in height per each Lot to be used solely for single family residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and may not be more than 50% of the size of the main dwelling and be built after or while the main Dwelling is being built and be approved in writing by the ACC prior to construction. Each Dwelling shall have a fully enclosed garage for not less than two (2) automobiles. Detached garages, work shops, and barns may be constructed on the Lot prior to the Main Dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, the construction of the main Dwelling must begin within one (1) year of completion of any non residential buildings. All Dwellings, detached garages, work shops, and barns must be approved in writing by the ACC prior to being erected, altered or placed on the Lot. The location of any detached garage, work shop, or barn must also be approved by the ACC prior to construction and any such detached garage, work shop or barn must comply with Section 3.23 hereof. The term “Dwelling” does not include single or double wide mobile or manufactured homes, or any old or used houses to be moved on the Lot and said manufactured and used homes are not permitted within the subdivision. All Dwellings must have at least 1800 square feet of living area, excluding porches, and must be built with new construction materials.

Supplement from Section 3 only Deed Restriction: Provided, however, Dwellings located on Lots 1 and 7, Block 1; Lot 1, Block 2; Lot 147, Block 2 and Lots 1-17, Block 5 of the Subdivision must have at least 2400 square feet of living area, excluding porches, and must be built with new construction materials

Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. New pre-fabricated or pre-built homes from another location may be moved onto the property only with the prior approval of the ACC. As used herein, the term “residential purposes” shall be construed to prohibit mobile homes, trailers, or manufactured homes being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office provided there are no signs or more than three customers or clients per day visiting the Lot.

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Clarification Note:

Lot Use is interpreted as garage, barns; RVs etc. may not be used as residence during construction period. Failure to timely complete is interpreted as completion of the main dwelling construction as follows: All new home construction must be completed in one (1) year and additional construction must be completed in six months. If house plans are submitted and no construction is started within six months, the plans should be returned and the permit revoked unless there are sound reasons for an extension. Owner is subject to a fine for failure to timely completion.

Permit Validity:

1. All home construction permits are valid for a one (1) year period. Any request for extensions must be submitted to the ACC Committee in writing designating any extenuating circumstances supporting the written request. Foundation installation must occur and receive approval within three (3) months of permit issuance date or the permit is invalid. All work must be completed within one (1) year from date of issuance.
2. Abandonment of a project shall be deemed to occur if either (i) There is no construction activity within a consecutive 90 day period, or (ii) the project has not been completed within one (1) year. At this time a fine shall be incurred until such time as project is completed and no construction deposit refund will be issued.
3. Permits are non-transferable.

Segment 5 – Construction Demolition

The Fine for non-compliance is:

1. Initial Fine – From \$500 to \$ 700.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Demolition or Destruction without ACC approval
-

Section 4.01 Basic Control.

- (a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or substantial changes made in the design or exterior appearance thereof (including, without limitation, the color of any painting, staining or siding which must be in harmony with the Subdivision), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

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- (b) Each application made to the Committee shall be accompanied by two sets of professionally drawn plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Developer or, upon Transfer of Control, the Association. Additionally, the Owner or the Owner's Contractor (or a Builder) shall be required to deliver a damage deposit of \$500.00 to the Developer or upon Transfer of Control, the Association. If approved, one of the two sets of plans submitted shall be returned to the Owner with said approval noted thereon. The Committee may set reasonable application and inspection fees.

Clarification Note:

Permits for home construction should include the submission of appropriate drainage plans (see Section 3.09 Drainage – Segment 16 for Deed Restriction Language)

Segment 6 – Construction Water Wells

The Fine for non-compliance is:

1. Initial Fine – From \$500 to \$ 700.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Failure to apply for Water Well

Section 3.11 Water Supply. All residential Dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Developer or Association for use in watering common areas and filling of lakes or ponds in common areas and may be drilled by Owners for use in yard sprinkler systems or swimming pools, but shall not be used for human consumption.

Segment 7 – Construction Walls and Fences

The Fine for non-compliance is:

1. Initial Fine – From \$500 to \$ 700.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

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The Deed Restrictions in this segment cover the following areas:

- Failure to get approved Walls and Fences
- Fences – No wire along the street
- Type of Fence Materials – Ornamental Iron (Aluminum), Rail type Wood or similar appearing synthetic materials, Masonry or Wire (behind front of existing home and excluding Wild Hog electrified fence)

Section 3.13 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the utility easement boundary line across the front of said Lot and no closer than the utility easement boundary line along any side street. The erection of any wall, fence or other improvements on any utility easement adjoining any street is prohibited. Unless otherwise approved by the Architectural Control Committee, fences along and adjacent to any road or street must be constructed of rail type wood boards or similar appearing synthetic materials, ornamental iron or masonry and must be in harmony with the guidelines of the Architectural Control Committee. All other fences and walls will be constructed of ornamental iron, wood, masonry or wire, provided no electric wire or temporary fences shall be allowed unless the Architectural Control Committee approves a variance to allow such type of fence prior to its construction. Any wire fence allowed shall be no closer to the street than the front of the dwelling on any Lot. No barbed wire fences shall be allowed. Driveway entrances and gates may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as well as the remainder of the Subdivision as may be approved by the Architectural Control Committee. The Owner of any Lot upon which the Developer has constructed a fence shall be responsible for the maintenance and repair of said fence.

Segment 8 – Construction Septic and Sewage

The Fine for non-compliance is:

1. Initial Fine – From \$500 to \$ 700.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Failure to provide Septic or sewage disposal

Section 3.12 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. Prior to occupancy, all Dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency. The Aerobic type septic system shall be required unless otherwise approved in writing by the Developer or the Committee, as the case may be. Further, during the period of construction of any Dwelling in the Subdivision, the Owner or Owner's contractor must provide a portable toilet.

Segment 9 – Construction

The Fine for non-compliance is:

1. Initial Fine – From \$500 to \$ 700.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Temporary Structures
- Recreational Vehicles or temporary structure occupancy use during Construction

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right on its behalf and that of any Builder owning in excess of five (5) Lots for the purpose of constructing homes to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Clarification Note:

Immediate action will be taken to preclude an Owner from circumventing the provisions of this paragraph.

Segment 16 – Drainage Maintenance

The Fine for non-compliance is:

1. Initial Fine – \$100.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Failure to maintain Drainage swales and ditches
- Drainage requirements (i.e., construction drainage plans)

Section 3.09 Drainage.

- (a) Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the Committee and shall be subject to the Committee's approval).

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For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot in the Subdivision, was completed by Developer.

- (b) Each Owner (including Builders), unless otherwise approved by the Committee, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the building site to the front and rear of the Lot as dictated by existing drainage ditches, swales and Lakes constructed by Developer or Utility Districts for drainage purposes. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, however, the drainage plan for such alternate drainage must be submitted to and approved by the Committee prior to the construction thereof.
- (c) The Subdivision has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear Lot easements, the Owners shall not regrade or construct any improvements or other obstruction on the Lot which adversely affects the designed drainage flow. The Owner shall be responsible for returning any drainage swale disturbed during construction or thereafter to its original line and grade, and the Owner shall be responsible for maintaining the drainage ditches or swales appurtenant to said Owner's Lot in their original condition during the term of his ownership.

Clarification Note:

Redistribution of or adding dirt to a lot can alter the drainage flow and have flooding impact on adjacent residents. Residents must provide a drainage plan when altering the lot by re-grading or adding soil to the lot. Furthermore, there are many lots which share responsibility for swales and ditches along property lines. It is the responsibility of the Owner to maintain these areas free of debris, underbrush and keep the area mowed or under brushed.

Segment 20- Removal of Trees, Trash and Care of Lots During Construction of Residence

The Fine for non-compliance is:

1. Initial Fine – \$100.00
2. History of Repeat Offense – Max
3. Subsequent Monthly Fine \$ 150.00

The Deed Restrictions in this segment cover the following areas:

- Failure to remove trees, trash and care for Lot during construction

Section 3.08 Removal of Trees, Trash and Care of Lots During Construction of Residence.

- (a) All Owners, during their respective construction of a residence, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash of rubbish cleared from the Lot for construction of the Dwelling or residence, construction of other improvements and landscaping. No materials or trash hauled from the Lot may be placed elsewhere in the Subdivision or on land owned by Developer whether adjoining the Subdivision or not.

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- (b) All Owners, during their respective construction of a Dwelling or residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.
- (c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.
- (d) No Owner or Contractor may enter onto a lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish, and/or any other building or waste materials during or after construction of building improvements by the owner of an adjacent Lot.
- (e) All Builders, Owners and their Contractors shall be responsible for any damage caused to the roads and easements during the construction of improvements on a Lot. Further, any Builder or Contractor shall be required to deliver to the Association a damage deposit of \$500.00 prior to beginning construction of any Dwelling or other building. This damage deposit shall be returned to the Builder or Contractor upon completion of said Dwelling or other building provided the Association determines that no damage to the roads or easement was caused by said Builder or Contractor.

Clarification Note to 3.08(c):

Interpreted to mean mud and construction debris must be cleared from the street and street ditches daily by the contractor of the Owner/Builder of the Lot. Fines may be imposed for each daily occurrence when not maintaining the streets and street ditches.