

Belmar North HOA: Schedule of Fines for Noncompliance with Property Restrictions, Effective October 19, 2018

Exhibit C Section	Restriction Language	Applicable Fines
(3) Exterior Requirements; Foundations	The exterior of any residence shall be at least eighty percent (80%) brick, stone or stucco, and twenty percent (20%) may be of a frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of eighty (80%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design.	Adopted December 5, 2017: \$500 per month. Fines will be prorated the initial month of the violation based upon the original transfer date, and continue monthly thereafter until the violations are remedied. The fine is to be posted on the HOA website and new home purchasers are to be directly notified thereof when we submit the Homeowner Letter of Account to the title company in preparation for closing (as our authority is over the homeowner, not the builder). Existing homes (for which construction and original transfer occurred on or before 11/30/2017) are granted exceptions at this time, but any related home repairs and improvements must include bringing existing homes into compliance.
	In no event shall out buildings be of a material other than the residence.	
	Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material.	
(4) Storage and Other Detached Structures	Detached storage buildings are permitted so long as the structure conforms to the exterior requirements contained in Section (4) above and the roofing requirements contained in Section 6 below. It being the intent of this provision that the storage building conform exactly to the original home. Any storage building that does not conform to these requirements must be completely hidden from the street and any adjoining property owners.	Delayed enforcement until January 1, 2019, \$75/mo thereafter
(5) Driveways; Sidewalks; Mailboxes	All Lots shall have a four foot concrete sidewalk across the front of the Lot (and the side of the Lot on any corner Lot), which sidewalk shall lie within six feet of the curb and adjoin to the existing sidewalk on adjacent Lots. All driveways must be of concrete construction. Mail boxes shall be of brick construction.	Compliance committee to provide 90 days notice, \$75/mo thereafter
(6) Roofs	Roofs shall be a twenty-five (25) year architectural composition roofing, weathered wood in color, with a minimum pitch of 7/12. No three tab shingles allowed.	Compliance committee to provide 90 days notice, \$75/mo thereafter

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(7) Vents; Turbines; Ventilation	All HVAC or other vents protruding through roof lines must protrude through the rear portion of the residence roof line, unless otherwise approved by the Declarant. All vent pipes must be painted to match roof color. No wind turbines shall be allowed on any roof. All attic ventilation shall be done by way of ridge vents, low profile static vents, or electric power vents.	Compliance committee to provide 90 days notice, \$75/mo thereafter; Exception for vent locations (but not for color or turbines).
(8) Fences	All fences shall be of wood, brick, vinyl, rock or wrought iron construction. . .	\$75/mo
	(Fences) may not exceed 72 inches in height	\$75/mo; Exception for homes on southern boundary that backs up to the maintenance barn
	All fences must be maintained in good condition with no visible holes or loose or missing pickets.	Compliance committee to provide 90 days notice, \$75/mo thereafter; Exception in the event of storm or other insurable damage to allow for claims processes
	No fencing shall be installed on the front portion of any Lot and must commence at lease five (5) feet from the front of the main residence.	Grandfather existing fences until 7/2021, or until current fence is replaced, \$75/mo thereafter
	All fences abutting the golf course must be wrought iron and may not exceed five (5') feet in height. Wood fences that adjoin a five (5') wrought iron fence must be stepped down to five (5) by the time the two fences meet.	\$75/mo
(9) Offensive or Noxious Use; Nuisance Activity; Unkempt Lawn; Right of Entry to Maintain	The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or schich will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance.	Compliance committee to provide notice, 24 hours thereafter daily fines apply - \$50/day
	Every Lot shall be kept in a presentable condition as determined by the Board of Directors or Architectural Control Committee, if any. All Lots should be regularly mowed and trimmed, all landscaping shall be kept neat in appearance.	7 days notice, \$20/day thereafter; board may choose to mow if action isn't taken at the cost of the homeowner
	The Association by and through its Board of Directors, at its discretion, may mow any Lot that has not be kept presentable after	
(10) Mineral Drilling	No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons	\$750/day
(11) Livestock	The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Project.	\$25/day for first 3 days, \$100/day thereafter
(12) Refuse Storage; Growth; Lawns	The storage of trash, ashes, or other refuse, except in normal receptacles is prohibited.	\$10/day for first 3 days, \$25/day thereafter; Exceptions may be requested for purposes of construction, remodel, repairs, etc.
	Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project.	7 days notice, \$20/day thereafter; board may choose to contract if action isn't taken at the cost of the homeowner
	No trash, ashes or other refuse may be thrown in any other Owner's Lot.	1 warning, \$10/day for first 3 incidents after the warning, and \$25/incident thereafter
	Lawns and shrubbery shall be kept mowed and trimmed.	7 days notice, \$20/day thereafter; board may choose to contract if action isn't taken at the cost of the homeowner

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(13) Signs and Billboards; Declarant's Right	No signs or billboards advertising any commercial enterprise, except "for sale" or "for rent" signs, shall be permitted on any Lot without the prior written consent of the Declarant or the Board of Directors if control of the Association has been turned over. . .	7 days notice, \$10/day thereafter; Board may choose to contract if action isn't taken at the cost of the homeowner; Church signs are not commercial and alarm signs are considered deterrents, not commercial advertising (18"x18" size limit)
(14) Vehicle Parking and Storage	No boats, trailers, trucks (other than one ton pickup trucks used for every day transportation), campers, recreational vehicles, motor homes or commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands.	1 warning per household (remove within 24 hours), \$50 per occurrence for first occurrence and \$100/occurrence thereafter; Exception for 4 hours for loading/unloading <u>while parked in the driveway</u> ; will also have application process to seek exceptions for pods or large receptacles (project-based, time-limited) (Adopted December 5, 2017 in relation to boats; effective May 23, 2018 for all other violations of this provision; clarification added October 19, 2018)
	No overnight parking of any vehicle (whether owner, owner's family or guest) on the street or a Lot, other than a concrete driveway, is permitted.	1 warning per household, \$10/occurrence for first 5 occurrences, and \$50 for each occurrence thereafter; overnight is interpreted to mean 6 hours between the hours of 11 p.m. and 6 a.m.
(15) Views from Street or Lot	All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from any other Lot within the Project.	Delayed enforcement until August 1, 2018; 3 warnings per household, \$10/occurrence thereafter
	Garbage cans may be visible on the day of pick-up only and shall be hidden from sight at all other times.	Delayed enforcement until August 1, 2018; 3 warnings per household, \$10/occurrence thereafter; Exception for putting out garbage cans the evening before after 8 p.m.
(16) Tanks; Above Ground Swimming Pools	No elevated tanks of any kind shall be erected, placed or permitted on any Lot.	Prior to 6/1/18, 90 day notice, \$10/day thereafter; after 6/1/18, 7 day warning/grace period, \$10/day thereafter; Exception for rain collection or potable water (under 100 gallons), not visible from the front of the property
	No above ground swimming pools are allowed.	Prior to 6/1/18, 90 day notice, \$10/day thereafter; after 6/1/18, 7 day warning/grace period, \$10/day thereafter; Exception for kiddie pools under 100 gallons with no pump
(17) Radio or television device	No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and /or 24 inches in diameter.	Delayed enforcement until January 1, 2019, \$10/day thereafter
	All satellite receivers must be located as close as possible to the rear of the structure so as to provide maximum concealment from the street and other lots.	Delayed enforcement until January 1, 2019, \$10/day thereafter
(18) Wind Powered Generators	No wind powered generators shall be allowed on the subject lands.	\$10/day
(19) Temporary Structure	No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Declarant.	No action on recreational tents utilized for less than 48 hours; 7 day grace period and \$10/day fine thereafter
	No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions.	30 days notice for first incident/violation (to allow for humane relocation); thereafter \$25/day
		<u>For incidents not involving injury or property damage:</u> the homeowner must remove the pit bull from the property immediately, with the fine for non-compliance being \$200/day

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(20) Household Pets; Care and Restraint; Limit on Number	No savage or dangerous animal shall be kept. Pit Bull Terriers or any mix containing at least one-half pit bull parentage are not allowed in the Subject Property.	<u>Where no incidents involving injury or property damage have occurred:</u> the homeowner will be given notice to remove the pit bull from the property within 60 days, or to provide documentation that the animal is not at least one-half pit bull, with the fine for non-compliance being \$10/day.
	No more than three(3) household pets may be kept without written permission of the Association.	60 days notice if no incident - \$10/day thereafter; Fish tanks and birds in a cage count as one animal
	No pets may be permitted to run loose within the Project.	3 warnings, \$10 per occurrence thereafter unless there is an incident causing injury to a person or other animal; if there is an incident causing injury to a person or other animal, an immediate fine of \$50 applies; in all second and subsequent occurrences resulting in fines, fines are doubled (i.e. \$20 per occurrence where no incident causing injury to a person or other animal occurs and \$100 for incidents that do cause an injury to a person or other animal)
	Household pets must be kept behind Cedar or White pine fencing at all times. Household pets must not be seen from the front of the house. Pet houses, Pet pens, and Pet runs of any kind are not allowed in residents back or side yards unless completely hidden from view.	7 day notice, \$10/day thereafter
	Excessive barking or pet crying of any kinds will also not be permitted. Failure to comply with this restriction will be subject to a written warning and/or fines.	2 warnings, \$10/occurrence for the next three occurrences, and \$50/occurrence thereafter
(21) Basketball goals	Basketball goals are permitted but may not be attached to any structure.	7 days notice for first violation, \$5/day thereafter
	All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed.	7 days notice for first violation, \$5/day thereafter
	Basketball goals may only be used on the homeowner's driveway and may never be placed on sidewalks, homeowner's lawn or in the street.	7 days notice for first violation, \$5/day thereafter
(22) No Garage Conversions	The garage of a residence may not be converted for any other use or purpose except parking of the Owners vehicles. This prohibition does not apply to any conversion by the Declarant for use as a sales office, however, such conversion by the Declarant would be temporary and any garage so converted shall be returned to its original purpose.	\$50/day
(23) No Clear Cutting of Lots	All trees which measure at least four (4") inches in diameter which are currently on the Lot, except those located within the footprint of the actual house, may not be cleared except upon written permission of the Declarant.	30 days notice, then a one time fine of \$200

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(24) Landscaping Lighting	All exterior lighting in the front of every residence must utilize standard electrical power and be installed by a licensed electrician as part of the home's electrical system. Unless mandated by federal or state law no low voltage or solar powered lights are allowed	No fine proposed at this time
(25) Lawn mowing	Lawns shall be mowed each week by the homeowner during the growing season and should be done very tastefully. Grass clippings may not be blown into the street or into your neighbor's lawn. Edging of street, sidewalks, and driveways and flower beds is required at least once every two (2) weeks	3 warnings, \$10 occurrence thereafter
(25) Lawn mowing	Lawn mowing is not permitted prior to 9:00 am or after 8:00 pm week days, weekend mowing is permitted but not before 9:00 am or after 5:00 pm	3 warnings, \$10 occurrence thereafter
(26) Vehicle Advertising	Vehicle advertising of any any type or kind is hereby prohibited unless approved in writing of the Board of Directors. Approvals must be in writing. Upon written receipt, the board has 30 days to respond. All requests should include a photograph or other graphic rendering of the requested advertising.	3 warnings, \$10 occurrence thereafter
Additions effective October 19, 2018 Related to Use and Occupancy and Gate and Neighborhood Access Policies		
Section 1.2 Use and Occupancy	Lots shall be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's guests, or the Owner's tenants; however; Lots shall not be rented by the Owners for any period less than thirty (30) days; and further any lease shall be in writing and shall be subject to the covenants and restrictions.	For renting the property for less than thirty (30) days: the homeowner will be fined \$500 for the first occurrence, and \$2,500 for each occurrence thereafter.
Section 1.2 and Gate and Neighborhood Access Policies	All leases shall be in writing and may not be for less than thirty (30) days. A copy of leases must be filed with the HOA prior to the tenant taking occupancy. This may be done by mailing a copy to Belmar North HOA, P.O. Box 9937, Moore, OK 73153 or emailing it to BelmarNorthHOA@gmail.com.	For failure to file a compliant written lease with the HOA prior to a tenant taking occupancy: 1 warning per household; the homeowner will be given 7 days to come into compliance after the initial warning. Thereafter, the homeowner will be fined \$100 per occurrence for each day of non-compliance thereafter.
Gate and Neighborhood Access Policies	Homeowners may not provide their gate access codes or gate RFID cards to non-family members or permanent residents, without permission from the Board. Exception: In the event that the homeowner's Directory Code is not working, the homeowner may provide their visitor their Gate Access Code, but must notify the board within 24 hours so that their Gate Access Code can be reset. Note: Tenants may not use the homeowner's Gate Access Code, but must instead complete a Tenant Gate Access Request Form. Disclosure of the homeowner's Gate Access Code to a Tenant constitutes a violation of this policy.	1 warning per household. \$25/occurrence for the next three occurrences thereafter and \$200/occurrence thereafter (i.e. the fourth and any subsequent violations). Additionally, the homeowner's gate access code will be reset and unauthorized gate RFID cards will be deactivated.