

## **The Brooks at Cumberland Park Homeowners Association, Inc. Rules and Regulations Pertaining to Fines and Fine Structure**

The purpose of this policy is to establish guidelines for some of the frequent types of violations addressed in the Restrictive Covenants. It is not intended to be a complete list of all possible violations.

WHEREAS, pursuant to Section 8.1 of the Bylaws, the Board of Directors (the "Board") has the right to establish and amend, from time to time, reasonable rules and regulations for the administration of the Association and the Documents. The Board will maintain and complete rules in a written form which will be copied and distributed to the Members.

WHEREAS, the Board has determined that it is in the best interests of the Association for it to promulgate Rules and Regulations pertaining to fines and specifically establish a fine structure.

NOW, THEREFORE, IT IS RESOLVED that the following Rules and Regulations Pertaining to Fines and Fine Structure are established for the imposition of fines in The Brooks at Cumberland Park Homeowners Association, Inc., as follows:

### **Violations**

**Landscaping:** The owner of each Lot shall be required to maintain the Lot in a generally clean condition, which includes:

- **Mowing.** Entire yard (this includes front, back, and sides)
- **Edging.** Along foundation of house and perimeter of flowerbeds, sidewalk, driveway, curb, and around utility boxes (if applicable); no runners should be showing on paved surfaces.
- **Weed Control.** Flowerbeds, lawn & non-lawn areas, and cracks of sidewalks, and driveways should be kept free from weeds with lawns being on a regular weed/fertilizer maintenance schedule.
- **Vegetation Requirements.** The majority of the front yard will consist of grass of sod or seed. No hard, packed earth or barren spots. Weeds are not an acceptable ground cover.
- **Yard Debris Requirements.** Lot areas visible from the street, common areas or a neighboring lot must be picked up and clear of miscellaneous items which are not meant to be permanently placed in the yard (i.e. furniture, toys, yard tools or materials). Yard debris, including lawn clippings and tree/shrub trimmings, must be removed from view after maintenance until trash pick-up day. Blowing, raking, or sweeping lawn clippings and leaves into the street is not allowed.
- **Shrubs.** All shrubs on the Lot must be neat and pruned and should not extend over paved areas.
- **Removal of Plant Debris.** Dead plants, shrubs, and trees must be removed in a timely manner, this includes seasonal color. If a tree needs to be removed, the stump should be removed also.
- **Watering.** Grass and flowerbeds should be watered regularly. An automated sprinkler system shall be required for the front yard of each lot with a residence constructed thereon.

**Fencing:** Fencing shall be a maximum height of 6' unless a variance is granted. Fencing should be constructed of wood, or other acceptable material, in a stained or natural color. No chain link fencing shall be permitted. Fence slats should be replaced in a timely manner, as needed.

**Nuisances:** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- **Animals.** Pets must be maintained in a manner that does not disturb the peaceful enjoyment of residents of other lots. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. All pets must be properly restrained. Pets may not defecate on another owner's property, any part of the streets, or the Association's common areas.

If an accident occurs, the pet's owner must immediately remove the feces from the property. Owners are legally and financially responsible for any damage their or their guest's pet's cause to other neighbors, lots or common areas.

**Signs:** No signs shall be erected or maintained on any Lot except for a professionally made "For Sale" or "For Lease" sign, which shall not exceed five (5) square feet in size, or a sign owned by the Association or Developer. Fence signage is limited to "Beware of Dog" signs. Alarm system signs are permitted, but not to exceed one (1) square foot in size. School spirit signs will be allowed in the front flowerbeds only.

**Garbage and Refuse Disposal:** No Lot shall be used or maintained as a dumping ground for rubbish or trash which includes storing miscellaneous toys, bikes and other unsightly items where visible to public view. Garbage or other waste shall not be kept except in sanitary containers. Containers must be kept in the garage or tucked closely to the side of the house or behind a fence.

**Architectural Control; Unapproved Exterior Changes:** All "Improvements" (including all buildings, garages, driveways, sidewalks, swimming pools, recreational courts, porte cocheres, cabanas, and tool sheds, outbuildings, etc.) constructed on any Lot shall be permitted, but only with the prior written approval from the Association's Architectural Control Committee or Board of Directors. No improvements shall be erected, placed or altered on any Lot, or any construction or on-site preparation work of any nature be started until all plans and specifications, a plot plan and/or a general landscape plan have been submitted to and approved in writing by the ACC or Board.

- **Storage Sheds.** Unless otherwise approved by the ACC, no structure such as shacks, sheds, outbuildings or accessing structure shall be used on or placed on any lot that will be visible from the street or that will interfere with, or restrict the enjoyment of, or view from any other property owner's lot or lots. Any outbuilding to be placed on any lot or lots must have a facade similar to the residence placed thereon and approved by the ACC.

**Permitted Vehicles.** To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. Vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles.

The following **are not permitted** to be left on the street or visible from the street, which means driveway, front and side yards: trailers, boats, recreational vehicles, buses, large commercial trucks, ATV's, golf carts or similar.

No repair or construction of any automobile, motorcycle or other motor vehicle is allowed on any portion of the lot that is visible from the street or a neighboring lot. Parking any portion of a vehicle in the yard is not permitted at any time.

### **NOTIFICATION OF VIOLATIONS & TIMELINE TO RESOLVE**

**Notification:** Formal notification will be made to the homeowner of the Non-Compliance issue, which shall be written communication by mail or e-mail. The Owner then has ten (10) days to restore the Lot and/or its Improvements to a safe, clean, and attractive condition so that it is in compliance.

- **Allotted Time to Comply.** An issue of Non-Compliance or Violation that requires immediate attention (such as overnight parking of recreational or commercial vehicles on the street, unapproved exterior changes, or something posing an immediate threat or safety issue), the allotted time to comply will be given as the board sees fits.
- **Failure to Comply.** If the homeowner fails to comply after such notice, then the Association has the right and power (but not the obligation) to enter upon the lot (without liability for trespass or

other cause of action) and perform the work needed to bring the Lot into compliance with the dedicatory instruments, and the Owner of the Lot on which the work is performed by the Association, will be liable for the cost of all work done and upon demand, pay the party or parties who performed the work.

### **FINES**

**Power to Fine.** The Board of Directors is given express power in the Bylaws to adopt and publish rules and regulations to enforce the dedicatory instruments. In order to enforce these rules the HOA Board has also adopted a fining policy to address repeat violations.

**Deposit of Fine.** All fines collected will be deposited in the Association banking account and used to offset the cost of management and enforcement of the neighborhood rules and regulations.

**Notice of Violation.** Notices of violations will be mailed and will include the date, type, and description of the violation.

**Reporting Violation.** Residents may report violations in writing via regular mail, email or may call the managing agent. These reports are kept anonymous.

**Fine Schedule.** Fines will be assessed as follows:

- **Friendly Reminder.** 10 days to correct - No fine.
- **Second Notice.** 10 days to correct - No fine.
- **Final Notice.** The Final Notice is delivered via regular and certified mail informing owner of upcoming fine if violation continues with 10 days to correct.
- **Notice of Fine.** First notice of fine will result in a \$25.00 fine.
- **Second Notice of Fine.** Second notice of fine for same or similar violation is a \$50.00 fine.
- **Third Notice of Fine.** Third notice of fine for same or similar violation is a \$75.00 fine.
- **Subsequent Notice of Fine.** Each subsequent notice of fine for same or similar violation will result in a \$100.00 fine for each fine thereafter.
- **Remedied Violation.** If the condition is remedied and remains remedied for 180 days, the process will begin again as a Friendly Reminder.

**Definition & Example.** The notice for a fine for violation, or violation of a similar kind, will result in a \$25.00 fine and each subsequent similar violation will incur an additional fine. Example: Two notices falling under the violation category of “Yard Maintenance Needed” will receive an initial \$25.00 fine. This can be any combination of mowing, edging, weed control, etc.; not just two notices to mow, or two notices to edge.

**Note:** When fined, owners will receive the Notice of Fine along with an invoice for the fine. If fines are not paid at the time assessed they will be collected at the time an owner tries to sell their home.

**Owners cannot close until any and all delinquent assessments, fees and fines have been paid in full.**

**Alternative Dispute Resolution.** When a fine is assessed, the owner will receive the notice of violation along with an invoice showing the fine has been added to their assessment account. An owner will have the opportunity to contest any fine that is assessed against their assessment account. This must be done in writing and mailed by certified mail to the association’s mailing address in accordance with Texas Property Code Section 209.007.

**Discretion of Board.** These fines are guidelines for standard fines only. The Board reserves the right to levy lesser or greater fines, and provide additional warnings or fewer warnings or fewer warnings before fines are made.

**SUMMARY**

**Goal of Policy.** The goal of adopting this policy for violation notification is to make the homeowners aware of ongoing problems that affect their neighbors and the overall quality of the neighborhood. The violation process includes multiple notifications, ample time to take corrective actions, and fair enforcement by an objective third party.

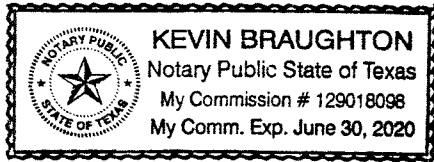
**Incentive to Homeowners.** This fining policy is to provide an incentive to homeowners to address ongoing problems that are going without correction. Refusal to take corrective actions when notified must be followed up with a monetary penalty that is contributed to the process of improvement for our neighborhood.

THE STATE OF TEXAS

COUNTY OF SMITH

**Certification**

“I, the undersigned, being the President of The Brooks at Cumberland Park Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of The Brooks at Cumberland Park Homeowners Association Board of Directors.”



By: *Leonard McMillin*  
Leonard McMillin, President

SUBSCRIBED AND SWORN TO BEFORE ME on this the 11<sup>th</sup> day of October, 2018,  
to certify which witness my hand and official seal.

A handwritten signature in black ink, appearing to be "Kevin Braughton", written over a horizontal line.

Notary Public - State of Texas

# Smith County



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**DO NOT REMOVE**  
**THIS PAGE IS PART OF THE INSTRUMENT**

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Filed for Record in  
Smith County, Texas  
10/22/2018 2:57:28 PM  
Fee: \$38.00  
20180100043597

**DECLARATION**

Deputy -Alme Delgado

I hereby certify that this  
instrument was filed and duly  
recorded in the Official Public  
Records of Smith County, Texas

  
Karen Phillips  
County Clerk

