

## Stonehaven Place South Architectural/Landscaping Out of Compliance Assessment Structure

Condition	CC&R Reference	Date to be Corrected	Fine Structure	Notification Process (Applies to all out of Compliance Issues)
<p><b>FENCE PANELS ARE:</b></p> <ul style="list-style-type: none"> <li>• Detached or no longer standing</li> <li>• Leaning from the vertical by 6 (six) inches or more over an aggregate horizontal distance of 8 (eight) feet or more.</li> <li>• Slats are missing</li> <li>• Other than naturally weathered fencing, color of panels and/or slats, does not match balance of fence material</li> </ul>	<p><u>Section 7.3 Lot Landscape and Maintenance</u></p> <p>“The Owner of each Lot . . . shall maintain such fence in good order and repair and shall replace such fence upon its deterioration”</p> <p><u>Section 4.11 Fences and Walls</u></p> <p>“Each owner of a Lot shall fence the Lot according to the following provisions . . .”</p>	<ul style="list-style-type: none"> <li>• Fence repair or replacement is to begin no later than 30 calendar days from the date of first notification letter.</li> </ul> <p><b>NOTE:</b> Homeowner must submit an Architectural Change Request before any work is undertaken.</p> <p><b>NOTE:</b> The ACC Committee will consider reasonable alternate date(s) for compliance. The homeowner must submit a request for an alternate date in writing to the Association.</p>	<p><b>\$100.00</b></p> <p>will be assessed on due date and each 30 (thirty) days thereafter until non compliance issue is cured</p>	<ol style="list-style-type: none"> <li>1. First notification letter includes due date for cure of non compliance issue.</li> <li>2. Second notification letter will be sent on due date set in first letter or on agreed upon date for cure of non compliance if issue has not been rectified.</li> <li>3. Fine will be assessed on non compliance due date i.e., the date of the Second notification letter.</li> <li>4. Fine continues to accrue the stated amount each month until non compliance issue is cured.</li> <li>5. The Board of the Association, in its sole discretion, may arrange for a contractor to cure non-compliance issue. The fee charged to the Association by the contractor will be assessed to the homeowner in addition to accrued fines.</li> <li>6. The Board may file a lien on homeowner’s property for fines and/or expenditures levied and/or incurred by the Association to correct non compliance issue.</li> <li>7. Homeowner is responsible for all legal and court fees associated with such filing, in addition to fines and any contractor expenses incurred.</li> </ol>

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<p><b>TWO TREES OF SPECIFIED VARIETIES ARE REQUIRED IN FRONT YARD</b></p> <p>(Not including trees planted in planter area immediately adjacent to the house).</p>	<p><u>Section 4.12 Landscaping</u></p> <p>“Unless otherwise approved, two trees of 3” (three inch) caliper shall be installed. The trees shall be live oak, red oak, cedar elm, Bradford pear, crepe myrtle, or Texas ash.”</p> <p><b>NOTE:</b> The Association will consider approval of other tree types upon application.</p>	<ul style="list-style-type: none"> <li>The trees must be replaced not later than 30 (thirty) calendar days from the date of first notification letter.</li> </ul> <p><b>NOTE:</b> Homeowner must submit an Architectural Change Request before any work is undertaken.</p> <p><b>NOTE:</b> Homeowner is responsible for ensuring the Architectural Change Request has been approved prior to ordering or purchasing an alternate tree variety.</p>	<p><b>\$250.00/each missing tree</b></p> <p>will be assessed on due date and each 30 (thirty) days thereafter until non compliance issue is cured</p>	<ol style="list-style-type: none"> <li>First notification letter includes due date for cure of non compliance issue.</li> <li>Second notification letter will be sent on due date set in first letter or on agreed upon date for cure of non compliance if issue has not been rectified.</li> <li>Fine will be assessed on non compliance due date; i.e., the date of the second notification letter.</li> </ol>
<p><b>TREE CANOPY IN FRONT OF HOUSE IS TOO LOW</b></p>	<p>City of Plano requirement:</p> <p>Trees overhanging sidewalks must be trimmed to above 7’ (seven) feet over the concrete surface.</p>	<ul style="list-style-type: none"> <li>This notice is provided to homeowners as a courtesy by the Association.</li> <li>The City of Plano Property Standards office will be notified if the tree is not trimmed to comply with City of Plano standards no later than 14 (fourteen) calendar days from the notification letter.</li> </ul>	<p><b>No fine</b></p> <p><b>NOTE:</b> The City of Plano may cite homeowners not in compliance and civil judgments may be sought by the City under City statutes.</p>	<ol style="list-style-type: none"> <li>Fine continues to accrue the stated amount each month until non compliance issue is cured.</li> <li>The Board of the Association, in its sole discretion, may arrange for a contractor to cure non-compliance issue. The fee charged to the Association by the contractor will be assessed to the homeowner in addition to accrued fines.</li> </ol>
<p><b>WEEDS ARE PRESENT IN:</b></p> <ul style="list-style-type: none"> <li>Front Lawn or</li> <li>Side Yard or</li> <li>Planter Beds or</li> <li>Alley Strip</li> </ul> <p>(weeds prevalent &gt; 1 (one square foot) in aggregate area or &gt;8” ((eight inches) high)) regardless of aggregate area</p>	<p><u>Section 7.3 Lot Landscape and Maintenance</u></p> <p>“The owner of each Lot shall maintain the yards on such Lot in a sanitary and attractive manner (and) maintain the property in a neat and attractive manner.”</p>	<ul style="list-style-type: none"> <li>Weeds to be removed not later than 14 (fourteen) calendar days from the date of first notification letter.</li> </ul>	<p><b>\$100.00</b></p> <p>will be assessed on due date and each 30 (thirty) days thereafter until non compliance issue is cured</p>	<ol style="list-style-type: none"> <li>The Board may file a lien on homeowner’s property for fines and/or expenditures levied and/or incurred by the Association to correct non compliance issue.</li> <li>Homeowner is responsible for all legal and court fees associated with such filing, in addition to fines and any contractor expenses incurred.</li> </ol>

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<p><b>LAWN AREAS REQUIRE:</b></p> <ul style="list-style-type: none"> <li>• Mowing or</li> <li>• Edging or</li> <li>• Sod or seeding to eliminate bare spots</li> </ul> <p>Mowing out of compliance definition = grass &gt;8" (eight inches) high</p> <p>Edging out of compliance definition = grass invading sidewalks, walkways, driveways, alley, or flowerbed &gt; 1 (one) foot in total</p> <p>Bare spots definition &gt; 1 (one) square foot</p>	<p><u>Section 7.3 Lot Landscape and Maintenance</u></p> <p>“ . . . the owner of each Lot shall maintain the yards on such Lot in a sanitary and attractive manner.</p> <p>. . . each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner.”</p>	<ul style="list-style-type: none"> <li>• Mowing and edging are to be completed no later than 7 (seven) calendar days from the date of first notification letter.</li> <li>• Future mowing and edging is to be done no less frequently than 2 (two) week intervals during the growing season.</li> <li>• Sod is to be placed or seeding completed in bare spot areas not later than 21 (twenty-one) calendar days from the date of first notification letter.</li> </ul>	<p><b>\$100.00</b></p> <p>will be assessed on due date and each 30 (thirty) days thereafter until non compliance issue is cured</p>	<ol style="list-style-type: none"> <li>1. First notification letter includes due date for cure of non compliance issue.</li> <li>2. Second notification letter will be sent on due date set in first letter or on agreed upon date for cure of non compliance if issue has not been rectified.</li> <li>3. Fine will be assessed on non compliance due date; i.e., the date of the second notification letter.</li> <li>4. Fine continues to accrue the stated amount each month until non compliance issue is cured.</li> <li>5. The Board of the Association, in its sole discretion, may arrange for a contractor to cure non-compliance issue. The fee charged to the Association by the contractor will be assessed to the homeowner in addition to accrued fines.</li> </ol>
<p><b>EXTERIOR PAINTED OR FINISHED SURFACES OF:</b></p> <ul style="list-style-type: none"> <li>• <u>Home</u>, including areas of painted material surrounding chimney, require repainting.</li> <li>• <u>Front door</u> requires refinishing or repainting.</li> <li>• <u>Fence</u> requires repainting or staining.</li> </ul>	<p><u>Section 7.4 Maintenance of Improvements</u></p> <p>“Each Owner (a) shall maintain the exterior of all buildings, fences, walls, and other improvements on his Lot in good condition (c) shall regularly repaint all painted surfaces; and (d) shall not permit exterior walls, windows, doors to deteriorate.”</p>	<ul style="list-style-type: none"> <li>• Repainting or refinishing is to be completed no later than 90 (ninety) calendar days from the date of first notification letter.</li> </ul> <p><b>NOTE:</b> Homeowner must submit an Architectural Change Request before any work is undertaken.</p>	<p><b>\$100.00</b></p> <p>will be assessed on due date and each 30 (thirty) days thereafter until non compliance issue is cured</p>	<ol style="list-style-type: none"> <li>6. The Board may file a lien on homeowner’s property for fines and/or expenditures levied and/or incurred by the Association to correct non compliance issue.</li> <li>7. Homeowner is responsible for all legal and court fees associated with such filing, in addition to fines and any contractor expenses incurred.</li> </ol>

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<p><b>VEHICLE PARKED IN DRIVEWAY IS:</b></p> <ul style="list-style-type: none"> <li>• inoperable, i.e. has a flat tire or tires, or other mechanical defects which, from an exterior observation, would preclude operation</li> <li>• does not have current license registration, or</li> <li>• does not have current inspection sticker.</li> </ul>	<p><u>Section 4.6 Uses Specifically Prohibited and Other Provisions</u></p> <p>(d) Vehicles parked (must be) in operating condition, have current license plates and inspection stickers and (must be) in regular use as motor vehicles on the street and highways of the State of Texas.”</p> <p>(h) “No Lot shall be used as a dumping ground for inoperative cars . . .”</p>	<p>Vehicle is to be:</p> <ul style="list-style-type: none"> <li>• removed from property, or</li> <li>• parked in garage, or repaired and restored to operable condition</li> </ul> <p>License and Inspection stickers:</p> <ul style="list-style-type: none"> <li>• To be brought current not later than 14 (fourteen) calendar days from date of first notification letter.</li> </ul>	<p><b>\$100.00</b></p> <p>will be assessed on due date and each 30 (thirty) days thereafter until non compliance issue is cured</p>	<ol style="list-style-type: none"> <li>1. First notification letter includes due date for cure of non compliance issue.</li> <li>2. Second notification letter will be sent on due date set in first letter or on agreed upon date for cure of non compliance if issue has not been rectified.</li> <li>3. Fine will be assessed on non compliance due date: i.e., the date of the second notification letter.</li> <li>4. Fine continues to accrue the stated amount each month until non compliance issue is cured.</li> </ol>
<p><b>HOUSEHOLD DEBRIS IS PILED OR PRESENT:</b></p> <ul style="list-style-type: none"> <li>• At base of curb in front of the property; or</li> <li>• In side yard; or</li> <li>• Around Utility pedestals at rear of property; or</li> <li>• In driveway at rear of property; or</li> <li>• In planter bed at side of front door.</li> </ul> <p><b>NOTE:</b> DEBRIS DESIGNATED FOR MONTHLY BULK PICKUP BY THE CITY OF PLANO SHALL BE PLACED IN THE PICKUP AREA AS REQUIRED BY THE CITY. SUCH DEBRIS IS EXCLUDED FROM THE FOREGOING.</p>	<p>(h) “No Lot or other area on the property shall be used as a dumping ground for rubbish or a site for accumulation of unsightly materials of any kind”</p>	<ul style="list-style-type: none"> <li>• Debris is to be removed or disposed of not later than 30 (thirty) calendar days from the date of first notification letter.</li> </ul>	<p><b>\$100.00</b></p> <p>will be assessed on due date and each 30 (thirty) days thereafter until non compliance issue is cured</p>	<ol style="list-style-type: none"> <li>5. The Board of the Association, in its sole discretion, may arrange for a contractor to cure non-compliance issue. The fee charged to the Association by the contractor will be assessed to the homeowner in addition to accrued fines.</li> <li>6. The Board may file a lien on homeowner’s property for fines and/or expenditures levied and/or incurred by the Association to correct non compliance issue.</li> <li>7. Homeowner is responsible for all legal and court fees associated with such filing, in addition to fines and any contractor expenses incurred.</li> </ol>