

DECLARATION OF COVENANTS AND RESTRICTIONS  
Amendment Declaration  
**BEVERLY OAKS TOWNHOUSES**

DECLARATION made this \_\_\_\_ day of \_\_\_\_ 2010 by the Beverly Oaks Homeowner's Association, Inc.,

*Witnesseth:*

WHEREAS, the **Beverly Oaks Homeowners' Association, Inc.**, ("Association"), is...

No change

**ARTICLE I**  
**REPLACEMENT OF THE ORIGINAL  
COVENANT AND RESTRICTIONS**

No change

**ARTICLE II**  
**DEFINITION OF TERMS**

No change

**ARTICLE III**  
**PROPERTY SUBJECT TO THIS DECLARATION  
ADDITIONS THERETO**

No change

**ARTICLE IV**  
**MEMBERSHIP AND VOTING  
RIGHTS IN THE ASSOCIATION**

No change

**ARTICLE V**  
**RIGHTS OF ELIGIBLE MORTGAGE HOLDERS**

No change

**ARTICLE VI**  
**PROPERTY RIGHTS IN THE LIVING UNITS**  
**AND COMMON PROPERTIES**

No change

**ARTICLE VII**  
**COVENANT FOR ASSESSMENTS**

***Section 5: Basis of Violation Fines***

In addition to the Annual Assessments authorized by Section \_\_\_ hereof, the Association may levy fines to individual owners for "Violations" as provided for in Article \_\_\_ and Article \_\_\_\_\_.

The total cumulative fine on any violation or infraction shall not exceed 200% of a reasonable cost to correct the violation. The total cumulative fine shall be assessed in 12 equal monthly installments. No installments shall be assessed after a violation or infraction has been cured or corrected. Any assessed prior to the cure shall remain payable to the Association.

EXAMPLE: If the reasonable cost to replace a nonconforming roof is \$3,000, then the violation fine would be \$500 per month for a maximum of 12 months  $[(\$3,000 * 2) / 12]$ .

For violations or infractions where the cost to correct is less than \$300, a monthly fines in a sum equal to 1/24 of the Annual Assessment in the current year may be levied until the violations or infractions are cured or corrected .

Amendments to the fine schedule may be made from time to time, in accordance with the voting requirements of Article \_\_\_\_\_

**ARTICLE VIII**  
**BUILDING STANDARDS AND**  
**DESIGN REQUIREMENTS**

***Section 7: Notice of Noncompliance***

Any Notice of any Noncompliance with the BS&DR will be made in writing and delivered by certified mail and general mail to the Living Unit owner, with a notice posted on a primary entrance of the Living Unit. The notice shall specify the violation, the time allowed to cure (30 days), the date and amount of any potential violation fines that may be levied, a contact phone number and an address for correspondence. Failure to receive a notice of noncompliance is not a de facto approval.

***Section 10: Levy of Violation Fines***

In the event that any Living Unit remains noncompliant after the 30 day cure period, and there is no appeal on file with the Association, a Violation Fine shall be imposed as provide for in Article \_\_\_\_\_.

The violation fines

Nonconforming roof , including but not limited to, the wrong color, or style.

Nonconforming garage door, including but not limited to, the wrong style.

Written notice of the Violation Fine shall be delivered by certified mail and general mail to the Owner, with a notice posted on a primary entrance of the Living Unit.

**Section 11: Disputing a Notice of Non-Compliance**

An Owner may dispute a Notice of Noncompliance, the period of time allowed to cure, or a violation fine. A dispute must be delivered by certified mail and general mail to the address listed on the Notice of Non-Compliance. No additional notices, fines, or actions will be taken by the Association and all fines will be temporarily suspended until the Owner receives a written answer from the Association in response to the dispute. Notwithstanding the above, the noncompliance shall be reported by the Board as part of any TREC Resale Certificate prepared on behalf of the Association

**Section 12: Appeal a Notice of Noncompliance**

Two levels of appeal are available.

- (a) A Notice of Noncompliance and the subsequent Violation Fines may be appealed to the Association by requesting an informal hearing. The Violation Fine will be temporarily suspended as described in Section 10 for any appeal received within 15 days after a final answer to a dispute (as per Section 11).
- (b) An Owner may appeal a Notice of Non-Compliance and subsequent Violation Fines as follows:
  - (1) UP TO \$5,000 Owner may file a claim in small claims court for Violation fines up to \$5,000. The findings of the court are final and not appealable.
  - (2) MORE THAN \$5,000 Owners may request arbitration for fines over \$5,000. An Owner shall recommend 3 qualified, independent, arbitrators from which the Association will select 1, or reject all for material reasons, and request additional options.
  - (3) The Owner shall pay the arbitration fees in advance to the arbitrator. The arbitration hearing shall be informal, attorneys are not required for any party, and hearings are not to exceed 3 hours in length. If an Owner prevails in arbitration, the Association will reimburse the arbitration fees and any award within 30 days of the hearing. Each party will pay its own attorney fees, if any.

**ARTICLE IX**  
**COMMUNITY COVENANTS AND RULES**

**Section 4: Notice of Infraction**

Any Notice of any Infraction with the Covenants and Rules will be made in writing and delivered by certified mail and general mail to the Living Unit owner, with a notice posted on a primary entrance of the Living Unit. The notice shall specify the violation, the time allowed to cure (30 days), the date and amount of any potential violation fines that may be levied, a contact phone number and an address for correspondence. Failure to receive a notice of infraction is not a de facto approval.

**Section 5: Levy of Violation Fines**

In the event that any Living Unit has not cured an infraction after the 30 day cure period, and there is no appeal on file with the Association, a Violation Fine shall be imposed as provide for in [Article \\_\\_\\_\\_](#).

Written notice of the Violation Fine shall be delivered by certified mail and general mail to the Owner, with a notice posted on a primary entrance of the Living Unit.

**Section 6: Disputing a Notice of Infraction**

An Owner may dispute a Notice of Infraction, the period of time allowed to cure, or a violation fine. A dispute must be delivered by certified mail and general mail to the address listed on the Notice of Infraction. No additional notices, fines, or actions will be taken by the Association and all fines will be temporarily suspended until the Owner receives a written answer from the Association in response to the dispute. Notwithstanding the above, the infraction shall be reported by the Board as part of any TREC Resale Certificate prepared on behalf of the Association

**Section 7 : Appeal a Notice of Infraction**

A Notice of Infraction and the subsequent Violation Fines may be appealed to the Board of Directors by requesting an informal hearing. The Violation Fine will be temporarily suspended as described in Section 10 for any appeal requested within 5 days of receipt of a Notice of Infraction.

**ARTICLE X  
EXTERIOR MAINTENANCE**

No change

**ARTICLE XI  
RECONSTRUCTION OR REPAIR**

No change

**ARTICLE XII  
CONDEMNATION**

No change

**ARTICLE XIII  
PARTY WALLS**

No change

**ARTICLE XIV  
ARCHITECTURAL CONTROL**

No change

**ARTICLE XV  
VOTING SYSTEM**

No change

**ARTICLE XVI**  
**POWERS AND DUTIES OF THE**  
**BOARD OF DIRECTORS**

- (f) ARCHITECTURAL CONTROL. To communicate and enforce the architectural standards of the Association to include:
- (5) levying and collecting Violation Fines;
  - (9) keeping and maintaining full and accurate records of all notices, fines, applications, appeal decision's for evidentiary and other business purposes of the Association;

**ARTICLE XVII**  
**GENERAL PROVISIONS**