



# Thistle Hill Estates

## Phase II HOA



3020 Ft. Worth Dr.

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### **Penalties & Costs Associated with Covenant Violations (Amended March 2010)**

*Specific Individual Assessments* shall be assessed and collected for violations of the Thistle Hill Estates Phase II Homeowners Association's Governing Documents in accordance with Part 3.05 of the *Declaration of Covenants, Conditions and Restrictions*.

Periods for discovery of covenant violations will be broken down into six (6) month increments. One written warning shall be granted to lot owners for any violations within this period. If the same violation is discovered within the six (6) month period, the lot owner will be notified of an additional violation and will be assessed the corresponding penalty listed below. A thirty (30) calendar day grace period will be granted between notices to allow for violations to be corrected.

Violations are discovered by random inspection or inspections stemming from complaints made by a lot owner(s). Complaints will only be accepted in written form and will be retained on file.

The following is a sliding scale of specific assessments for violations within any six (6) month period:

- 1<sup>st</sup> Violation - Friendly letter/Free Pass
- 2<sup>nd</sup> Violation - \$25.00 assessment
- 3<sup>rd</sup> Violation - \$50.00 assessment
- 4<sup>th</sup> Violation and any Additional Violation - \$100.00 assessment

Notifications of violations will be sent to each lot owner's mailing address that is on file with the Association. Two separate parcels will be sent contemporaneously, one via first class mail with delivery confirmation and another via certified mail. The date that the notice of violation will be considered delivered shall be established in one of three ways: 1) delivery confirmation; 2) certified mail receipt; 3) or parcel returned to sender\* – whichever occurs first. It is the responsibility of the lot owner to file their correct mailing address with the Association and to promptly notify the Association in writing of any subsequent change of address.

Furthermore, after notice of a 2<sup>nd</sup> violation has been considered delivered, the Association may, at its option, retain a third party to cure said violation(s) and collect costs, including reasonable attorney's fees and additional management fees actually incurred. Interest may accrue at the *Default Interest Rate* on violation penalties and all other costs associated with bringing a lot into compliance that are not satisfied within the aforementioned 30-day period.

Alleged violators have the right to a hearing in order to appeal a decision of the Association by written request to the Association. Such written request must be received by the Association within thirty (30) calendar days from the time that a notice of violation has been considered delivered. For further information on hearing and appeals, see Section 3.14(c) of the *Declaration of Covenants, Conditions and Restrictions*. See Section 13.09 for information regarding delivery of notices and documents to the Association.

The Association may suspend any proposed sanction if correction of the violation is commenced within the 30-day period and diligently pursued to completion. Such suspension shall not constitute a waiver of the right by the Association to sanction future violations of the same or other provisions and rules, by any person.

\*Parcels that are returned to sender shall only be considered delivered if it is determined by the United States Postal Service that the addressee is negligent in the matter.