

# **MONARCH HILLS OWNERS ASSOCIATION, INC.**

## **RULES AND REGULATIONS SUMMARY**

### **UPDATED AS OF 8-1-24.**

#### **INTRODUCTION:**

The rules and regulations established by the original developer and subsequent revisions by the Board of Directors are to help ensure that Monarch Hills remains a pleasant and attractive place to live. The Architectural Review Guidelines exist to help protect Monarch Hills and maintain the financial value of the community and ultimately all residents' investments. Historically, communities without similar rules and regulations decline in value and desirability. Restrictions are imposed to preserve the market value of the property. The rules and regulations apply to all homeowners and their lessees.

All owners must abide by the Rules and Regulations and the Architectural Review Specifications set by the Architectural Control Committee (ACC). Owners who lease, rent or allow others to occupy their property are required to advise the occupants that they must also abide by the rules and regulations and the Architectural Review Specifications. Absentee owners will be held responsible for any violations. Owners who vacate their property must make arrangements for the maintenance of their property in their absence.

The Board has the right to establish and amend, from time to time, reasonable rules and regulations. The original rules have been reviewed, revised and updated as of August 1, 2024 for:

- (1) The administration of the Association and the governing Documents.
- (2) The maintenance, management, operation, use, conservation, and beautification of the development.
- (3) The health, comfort, and general welfare of the residents.

The Rules will govern such areas as:

- a. use of the common areas and private streets
- b. hazardous, illegal, or annoying materials or activities on the Property
- c. use of Property-wide services provided through the Association.
- d. consumption of utilities billed to the Association.
- e. the use, maintenance, and appearance of exteriors of dwellings & lots
- f. landscaping and maintenance of yards
- g. the occupancy and leasing of dwellings, short term rental are not allowed.
- h. animals
- i. vehicles/parking
- j. disposition of trash and control of vermin, termites and pests
- k. anything that interferes with the maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for residents

The Board has attempted to provide this information in an understandable manner, eliminating "legalese" when possible. These rules and regulations have been formulated by the Board of Directors for the Monarch Hills Owners Association Inc. (hereafter) referred to as the Association.

The Board will, at all times, maintain the then current and complete rules in a written form which will be available on the Monarch Hills' eNeighbors website. Rules need not be recorded in the county public records.

**ENFORCEMENT:**

As determined by the Board of Directors, a schedule of fines for the violation and noncompliance of owners and/or occupants with respect to the Rules and Regulation, Declarations, and Master Deed, and ByLaws, have been adopted. Compliance with the standards of the community is required by the owners and tenants alike to insure a quality living environment for the Association.

As determined by the Board of Directors, conditions may change from time to time and the Board reserves the rights as stated in Article 5, 5.1 of the Declaration of Covenants, Conditions and Restrictions (CCR's) to amend the Rules and Regulations as deemed appropriate.

**VARIANCE:** The use of the Property is subject to the restrictions contained in the CCR's and subject to rules adopted pursuant to the Construction and Use Restrictions, Article 5 of the Declaration of Covenants, Conditions & Restrictions. The Board or the Architectural Control Committee (ACC), as the case may be, may grant a variance or waiver of a restriction or rule on a case-by-case basis, and may limit or condition its' grant.

**RULES AND REGULATIONS:**

**1. PROHIBITION OF CONSTRUCTION, ALTERATION, & IMPROVEMENT (Article 4, 4.4)**  
**ARCHITECTURAL REVIEW SPECIFICATIONS:**

**IF YOU ARE PLANNING ON DOING ANYTHING TO YOUR HOME --- YOU ARE REQUIRED TO SUBMIT AN ARCHITECTURAL REQUEST FORM --- *KEEP READING* ---**

The Architectural Control Committee (ACC) must give prior written approval - (not to receive a phone call from a resident one day before work is planned) to any addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to your property, if it will be visible from the street, a neighbor's lot, or the common areas.

**ACTIVITIES SUCH AS PAINTING, FENCING, A NEW FRONT DOOR, EXTERIOR LIGHTING, ROOM ADDITIONS, DRIVEWAY WORK, DRIVEWAY STAINING, DRIVEWAY GATE, NEW WINDOWS, NEW GARAGE DOORS, SWIMMING POOL - *THE LIST GOES ON --- REQUIRE AN ARCHITECTURAL REQUEST FORM.***

{See eNeighbors website for required Architectural Request Forms} Refer to Article 4 in its' entirety for all details.

**2. NO FENCING, BARRIER WALL, OR SIMILAR STRUCTURE SHALL BE ERECTED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS.**

**3. FENCE STYLES, HEIGHTS, MATERIALS, STAINING, ETC.** must be in compliance with the City of Ft. Worth Codes, and must be individually approved by the

Monarch Hills ACC. Monarch Hills **DOES NOT** allow chain link fencing. No railroad ties are allowed for a wall if visible from the street. No fencing can be constructed between a dwelling's front building line and the street. Stained Fences must be maintained as to look uniform in nature, not with streaks or an uneven faded appearance. The color/shade of stain must be approved by the Architectural Control Committee in advance of staining.

4. **SWIMMING POOLS** - No above ground pools are permitted.

5. **AWNINGS** - Awnings are not allowed on the front exterior of any dwelling. Awnings on the rear exterior require submission of an architectural request form.

6. **ANIMAL RESTRICTIONS** - {Summary: No more than 4 dogs and/or cats per residence. No commercial activity relating to animals is allowed.}

Homeowners are responsible for picking up their pets' droppings on other Monarch Hills homeowners' property and /or on pet owner's front and/or unfenced portions of lawn or the street.

No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by the board. The board may adopt, amend and repeal rules regulating the types, sizes, numbers, locations and behavior of animals at the property. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. **IN OTHER WORDS - DON'T LEAVE YOUR DOG OUTSIDE BARKING.** Pets must be maintained inside the dwelling and may be kept in a fenced yard only if they do not disturb residents of other lots. The use of "electric fences" for containment is prohibited. An owner is responsible for any property damage, injury or disturbance caused or inflicted by an animal kept on the lot. The owner must compensate any person injured by the animal. The owner of a lot on which an animal is kept is deemed to indemnify and to hold harmless the board, the Association and other owners and residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the property.

7. **LIGHTING** - Proper lighting of property can visually compliment the look of a neighborhood and can deter crime by illuminating dimly lit areas. Improper or excessive lighting can be detrimental to properties, creating unsightly views or even become a nuisance. An architectural request form must be completed for all lighting installations excluding low voltage lighting.

- a. Lighting shall be generally directed downward, or of low wattage. Tree up lighting shall not be directed in any way to be glaring for passers by.
- b. Lighting shall not be directed toward adjacent properties.
- c. Exterior light bulbs shall be white, yellow or amber. SODIUM VAPOR light sources are NOT permitted.
- d. NO POLE LIGHTING PERMITTED

8. **ANNOYANCE** - Please don't annoy your neighbors.

No lot or common area may be used in any way that:

(A) may reasonably be considered annoying to neighbors.

(B) may be calculated to reduce the desirability of the property as a residential

neighborhood.

(C) may endanger the health or safety of residents of other lots.

(D) may result in the cancellation of insurance on the property.

(E) or violates any Law or City Code

**THE BOARD HAS THE SOLE AUTHORITY TO DETERMINE WHAT CONSTITUTES AN ANNOYANCE.**

9. **NOISE RESTRICTIONS** - We all live in close proximity to each other. Therefore, no owner or occupant shall make or permit any disturbing noises in the community; nor permit any conduct by such persons/guests that will interfere with the comforts, rights or conveniences of other owners. No owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated any radio, sound amplifier or other sound equipment in the community in a manner as to disturb or annoy other residents.

10. **PERSONAL PROPERTY** - The personal property of owners/occupants must be stored in their respective dwellings or behind fenced areas so as not to be seen from any street. Such property includes, but is not limited to toys, play equipment, sports equipment, and barbeque grills.

11. **APPEARANCE.** Maintain your property! Lawns, plants and flower beds visible from the streets and/or other Monarch Hills lots **MUST BE** watered, fertilized, weeded, edged and cut. Trim your shrubs, keep weeds, and grass out of your shrub beds and tree wells. If a property owner or resident must be notified of required actions by the Monarch Hills Owners Association Board, the owners or resident must bring the property into compliance within seven (7) days of notification.

The use of artificial turf in any lawn area visible from the street is **NOT** allowed.

Do **NOT** leave empty pots or pots with dead plant materials at your front door or in your lawn area. Dead trees, shrubs and/or plants on lawns and visible from the streets and/or other Monarch Hills lots must be removed within 30 days of dying or after notification to the property owner/resident of required removal.

Both your yard and your house must be maintained in such a manner so as not to be unsightly when viewed from the street or neighboring lots. The Board/ACC is the arbitrator of acceptable appearance standards.

Vegetable gardens are only allowed in the rear fenced yard.

12. **NO WINDMILLS ARE ALLOWED IN THE COMMUNITY. ANY TYPE OF ALTERNATIVE ELECTRICITY SUCH AS SOLAR PANELS, OR WIND TURBINES REQUIRE BOARD OR ACC APPROVAL IN ADVANCE.** See # 37 regarding Solar Panels.

13. **ARTIFICIAL PLANTS/FLOWERS** - NO artificial plants/flowers visible from the streets and/or other Monarch Hills lots are permitted.

14. **AIR CONDITIONING EQUIPMENT** - Air Conditioning Equipment may not be installed in the front yard of a dwelling. Window units are prohibited.
15. **GARBAGE/RECYCLING** - Garbage, Recycling and Lawn Clipping collection is provided by the City of Ft. Worth on a weekly basis. The containers must be used and stored in accordance with the City of Ft. Worth. Any receptacle should not be placed at the curb until the evening before the collection date and should be removed from curbside and properly stored by the end of the collection day. Receptacles should be placed a minimum of 24 inches apart to allow for "the arms" of the collection truck. All carts must be stored so they can not be seen from the street when facing the house.
16. **GARAGE SALE** - Monarch Hills Owners Association may decide each year to have an annual "Community" garage sale. The date, time, and participation requirements will be determined by the Board of Directors. Monarch Hills homeowners are permitted ONE individual estate or garage sale PRIOR to moving from Monarch Hills. Please email the Association in advance of your sale. All sales must comply with the City of Fort Worth ordinances.
17. **DRAINAGE** - No person may interfere with the established drainage pattern over any part of the property unless an adequate alternative provision for proper drainage has been approved by the Board.
18. **DRIVEWAYS** - ALL DRIVEWAYS MUST BE CONCRETE. Any change to your driveway requires prior approval. Do NOT stain your driveway without submitting an Architectural Request form. The driveway portion of any lot may NOT be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the Board's prior approval, a driveway may not be used: 1) for storage purposes of any type, including storage of boats, trailers, and inoperable vehicles; or 2) may not be used for the repair or restoration of vehicles. *Recreational vehicles may be parked in the driveway, one overnight without Board approval for those homeowners preparing to take a trip the following day.*
19. **DRIVEWAY GATES** - Installation of Driveway Gates requires prior approval by the Board/ACC. Driveway gates must be kept in proper working order and the original finish (paint or stain) must be maintained in an attractive finish.
20. **HOLIDAY DECORATING** - Excluding Christmas; Holiday decorations and lighting should NOT be installed more than (4) weeks prior to the date of the holiday and removed no later than seven (7) days following the holiday.

Christmas lights and decorations are allowed to be installed and illuminated on or after November 1<sup>st</sup> of the current calendar year and are to be turned off and removed by Epiphany or January 6<sup>th</sup> of the following year.

**21. OVERNIGHT PARKING** - Overnight parking of approved vehicles shall occur in the Owners/occupants driveway or within the confines of the owner's garage. No Overnight Street parking is permitted. Parking is not permitted on the grass or other landscaped areas.

**22. STREET PARKING LIMITS** - Temporary parking by service provides is allowed. No routine vehicle parking is permitted on the private streets including NO OVERNIGHT STREET PARKING. Occasional or infrequent overnight parking by guests ONLY is permitted. Please notify the Association of a guests' need to park overnight by emailing [monarchhills@yahoo.com](mailto:monarchhills@yahoo.com) Please provide the dates of parking and the make and model of the vehicle.

**Definitions:**

Routine parking is defined as regular, daily or habitual. A vehicle is defined as a "means of transportation" and includes any type of motorized vehicle including motorcycles.

Overnight is defined as parked on the street between the hours of 11PM - 7AM.

***Violators will be subject to the following:***

**1<sup>st</sup> Violation** - Sticker placed on vehicle and Written Warning Notice sent to homeowner.

**2<sup>nd</sup> Violation** - Sticker / Written Notice with a fine of \$25.00 for each night a vehicle is parked on the street.

**3<sup>rd</sup> Violation** - Sticker / Written Notice with a fine of \$50.00 for each night a vehicle is parked on the street.

**This rule applies per incident, per household - not per vehicle - thus rotation of vehicles does not prohibit violation.** Homeowners are responsible for the actions of their guests.

**Notification:** A written warning or notice sent via certified or regular mail to the homeowner constitutes proper notice, even if the homeowner refuses to pick up the mail.

**Right to Cure:** A homeowner will be given 24hrs to move a vehicle off the street and avoid the applicable fines unless the owner was given notice and opportunity to cure a similar violation within the preceding six months. A hearing before the board can be requested in writing.

**Towing/Failure to comply/Subsequent Violations:** The Association may effect the removal of any vehicle(s) in continued violation of the parking rule and will result in the vehicle being towed at the sole expense of the Owner of such vehicle. The Association shall not be liable to the Owner or operator of such vehicle for trespass, conversion, or otherwise, not guilty of any criminal act, by reason of such towing and once the notice of violation is posted; neither its removal, nor failure of the Owner to receive it, shall be grounds for relief of any kind.

**23. GARAGES** - Basically - keep your garage doors closed. Without the Board's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of two standard size operable vehicles therein. The automatic garage door opener is to be maintained by its owner. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving or when performing yard work, home improvement projects, or similar activities. Garage doors are permitted to remain open while property owners' vehicles are being cleaned, washed and/or polished.

**24. HOOPS** - Without the ACC's prior written approval, basketball goals and other recreational or sporting equipment may not be used, attached, mounted or installed in a front yard, on a front driveway, in an unfenced portion of a side yard, or on the street side exterior portion of a dwelling. This prohibition applies to both portable goals and equipment. *Portable hoops are allowed but must be put out of sight in a garage or fenced area when not in use.*

**25. LANDSCAPING** - No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization.

**26. LEASING OF HOMES** -as per the City of Ft Worth ordinance

**# 26005-02-2023. SHORT TERM RENTALS (STRs) are NOT permitted, see # 36 for more information.**

***If an owner leases his Residence, then the lease must conform to the following Rules:***

- (a) All lease agreements must be in writing.***
- (b) The Owner shall not lease the Residence for transient or hotel purposes,  
And no lease shall be for an initial period of less than six (6) months;***
- (c) The Owner shall lease no less than the entire Residence: and***
- (d) Any lease agreement is subject to the provision of the Declaration ,  
the  
Bylaws and to the rules and regulations promulgated pursuant to the Declaration.***
- (e) Any breach of the Declaration, Bylaws or Rules & Regulations by a Lessee shall be, by provision of the lease, a default under the lease.***
- (f) Prior to occupancy of the Residence by such prospective tenant, such Tenant shall acknowledge in writing having received a copy of the Declaration  
of Covenants, Conditions & Restrictions and the Rules & Regulations and any changes thereto.***

***If you lease your home - your tenants MUST follow the Rules.***

**The owner must notify the Board of the tenants' name(s) and contact phone number & complete the required Rental Form. An owner may lease the dwelling on his lot. Whether or not it is so stated in a lease, every lease is subject to the governing documents. Failure by the tenant or his invitees to comply with the Documents, federal or state laws, or local ordinances is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the governing documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the documents against the owner's tenant.**

**27. NOISE AND ODOR - A resident must exercise reasonable care to avoid making or**



permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents or neighboring lots. The Rules may prohibit the use of noise producing security devices and wind chimes.

**28. OCCUPANCY** - Other than the completed principal dwelling, no thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, campers, recreational vehicles, storage sheds, and playhouses.

**29. RESIDENTIAL USE** - RESIDENCES ARE SINGLE FAMILY RESIDENCES ONLY. The use of a lot is limited exclusively to residential purposes, or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances all applicable permits are obtained ; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.

**30. FIRES** - Except for barbecue fires, no exterior fires on the Property are permitted.

**31. SCREENING** - The owner of a lot must screen the following items from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot. AN ITEM WITHIN A FENCED YARD MAY NOT EXCEED THE HEIGHT OF THE FENCE AND NO PART OF THE ITEM MAY BE VISIBLE FROM ANY STREET. The list below is not all inclusive.

- a. Clotheslines, drying racks and hanging clothes, linens, rugs or textiles of any kind
- b. Yard maintenance equipment
- c. Wood piles and compost piles
- d. Accessory structures, such as dog houses, greenhouses, storage sheds, swing sets and playground equipment
- e. Vehicles, trailers and mobile homes
- f. Garbage cans and refuse containers (also see Ft. Worth City Ordinance)
- g. Anything determined by the board to be unsightly or inappropriate for a residential subdivision
- h. Flagpoles, for display of the United States Flag, are permitted as long as

the pole is no more than 16 ft high, and at least 10 ft from the front of the property and any property line

- 32. SIGNS** - No window signs advertising the lots for sale or lease, other advertising signs or unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from any street without the board's prior written approval. The Board's approval may specify the location, nature, appearance, dimensions, number and the allowed time for display of any sign. The Association may affect the removal of any sign that violates this Section without liability for trespass or any

other liability connected with the removal. Security alarm signs, school activity signs showing support for children living at the home, college and university support signs and baby birth announcement signs (duration: birth plus 7 days) are permitted. Signs are permitted that are: two feet square in size, if they are within eight feet of the front of the house. SEE # 38 regarding political signs.

- 33. TELEVISION** - IF YOU NEED TO ADD AN EXTERIOR ANTENNA OR DISH YOU NEED TO CONTACT THE ACC. ONLY 1 DISH PER PROPERTY UNLESS APPROVED BY THE BOARD. IF YOU INSTALL A NEW DISH - REMOVE THE OLD ONE. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers are prohibited within the Property, except (1) reception-only antennas or satellite dishes designed to receive television broad-cast signals, (2) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a rear yard, or in a fenced side yard, or (c) attached to or mounted on the rear wall of a structure below the eaves. If an owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the owner MUST contact the Monarch Hills ACC. The ACC along with the homeowner will determine the least conspicuous location on the lot where an acceptable quality signal can be obtained. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

- 34. TEMPORARY STRUCTURES** - Improvements or structures of a temporary or mobile nature, such as tents, portable sheds and mobile homes may not be placed on a lot if visible from a street or another lot. However, an owner or owner's contractor may maintain a temporary structure (such as a portable toilet or construction trailer) on the lot during construction.
- 35. VEHICLE RESTRICTIONS** - All vehicles on the Property, whether owned or operated by the residents or their families and guests are subject to this Section and Rules adopted by the Board. Recreation vehicles may be parked in the driveway, one overnight without board approval for those homeowners preparing to take a trip the following day. Commercial vehicles such as buses, tractor trailers, semi-trucks or step vans, in addition to campers, mobile homes, motor homes, house trailers, or trailers of any other description, recreational vehicles, boats or boat trailers, and horse trailers shall NOT be permitted to be parked or stored in the community, except within the confines of the owners enclosed garage.

**THE SPEED LIMIT IN THE MONARCH HILLS COMMUNITY IS 16 M.P.H.**

**Disabled Vehicles** - No motor vehicle, which cannot operate on its own power, shall remain in the community for more than twenty-four hours, except within the confines of a garage. All vehicle repairs shall be made within the confines of a garage. Repairs shall not occur on any street in Monarch Hills except those of an emergency nature, such as changing a flat tire. All motor vehicles shall carry a current license tag and registration and shall be in such operating condition as to not be a nuisance by noise, exhaust emissions or other condition.

**Motorized Vehicles** - No mopeds, scooters, go-carts or other type of this style of motorized vehicle is permitted on the private streets of Monarch Hills. All vehicles driven on our private streets require that you must have a driver's license or legal driver's permit. All motorized vehicles must be street legal.

- 36. SHORT TERM RENTALS (STRs)** - are NOT permitted. Ordinance 25005-02-2023

The City of Fort Worth has implemented regulations for short-term rentals (STRs) to ensure the health, safety and welfare of occupants and the community. A short-term rental refers to the rental of dwellings or accessory dwelling units for overnight lodging for a period of not less than one night and not more than 29 consecutive days. This ordinance prohibits the use of residentially zoned properties for short term stays of less than 30 days, unless the property is a hotel, motel, bed & breakfast

or part of ongoing month-to-month tenancy. Violators will be reported to the City of Ft Worth Code Enforcement. Fines may be assessed. Leasing your home is permitted with a minimum 6-month lease. See # 26 for guidelines.

- 37. SOLAR PANELS - All solar panels must receive prior approval before installation begins.** In accordance with the Texas Property Code Section 202.010 a homeowner is not prohibited or restricted from installing a solar energy device as defined by Texas Tax Code 171.107.1. The following exceptions, however, do give Homeowners Associations the power to restrict solar panels if one of the following conditions exist.:
- a. the solar energy devices are illegal or violate public health and safety.
  - b. if they are located on common property within the subdivision.
  - c. they extend higher than the roofline, do not conform to the slope of the roof or are not parallel to the roofline.
  - d. they are ground-mounted and extend above the homeowner's fence.
  - e. they are installed in a manner which voids the warranties.
  - f. they have an element that is not a silver, bronze, or black tone; or if they are installed without prior approval.

The Association can also designate where solar panels may be placed on a homeowner's roof. However, the homeowner can petition for an alternate location if they can prove that the alternate location would increase the estimated annual energy production of the solar panels by more than ten (10) percent.

1. Texas Tax Code Section 171.107(a) provides that "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

- 38. POLITICAL SIGNS - In accordance with the Texas Property Code political signs may only be displayed during the period of ninety (90) days before the election date and must be removed within ten (10) days of the election date. Signs must be ground mounted and NOT attached to plant material, a light, a vehicle or other existing structure object.**  
**Only one sign for each candidate or measure is allowed.**

- 39. FINING POLICY - Every owner and occupant shall comply with the Association's governing documents. Failure to so comply shall be grounds for action, which may include without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The costs of such action, including attorney's fees incurred by the Association, shall be borne by the Owner against whom such**

action is brought. The following Fining Policy of the enforcement of the Association's Governing documents (to include the CC &R's, By-Laws and Rules and Regulations) applies.

- a. Violation Notice (Warning):** Homeowners will be notified when a violation occurs and will be given a time period in which to correct the violation. Violations which present a hazard for residents or are damaging property will require immediate correction and any costs for same will be assessed to the owner's record. Notification will state suspension action, charge or fine for the violation of restrictions or bylaws or rules of the Association and notice to the owner will be sent by certified mail, return receipt requested. Should the violator not accept the certified mail – such action does not negate the charge.
  - b. Assessment Fine (Hearing Notice):** According to Section 209.006 of the Texas Residential Property Owners Protection Act (TROP):
    - 1.** Homeowners are entitled to a reasonable period, (7 days) to cure the violation and avoid the fine or suspension action, unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months and;
    - 2.** may request a hearing under Section 209.007 on or before the 30<sup>th</sup> day the date the owner receives the notice.
    - 3.** Request for a Hearing must be in writing and sent to the attention of the Monarch Hills Owners Association, Inc., Board of Directors.
  - c. Damage Assessments:** Violations that result in property damage or cause the Association to incur cleanup costs will result in a Damage Assessment on the Homeowner's account. Non-payment of this type of assessment will result in a lien being placed on the property. Any homeowner in violation ***will be responsible for all related attorney fees and legal costs.***
- 1<sup>st</sup> Fine: An owner will receive a fine of \$30.00 and 10 days to comply, If compliance is not met then,***
- 2<sup>nd</sup> Fine: An owner will receive a fine of \$50.00 and 10 days to comply, If compliance is not met then,***
- 3<sup>rd</sup> Fine: An owner will receive a fine of \$100.00 and 10 days to comply, If compliance is not met, the owner will receive an additional \$100 fine automatically every 10 days until compliance is met.***

***Please email [monarchhills@yahoo.com](mailto:monarchhills@yahoo.com) with any questions.***

***The Board thanks you in advance for your compliance and***

***support of our wonderful community!***