



EXHIBIT "A"

**AMENDED DEED ENFORCEMENT & FINING POLICY**

WHEREAS, Texas Property Code Section 209.0061, et. seq. requires that all Property Owners' Associations which are authorized by the Association's dedicatory instrument to levy a fine shall adopt an enforcement policy regarding the levying of fines by the Association;

WHEREAS, the dedicatory instruments of **WILLOW POINTE HOMEOWNERS ASSOCIATION, INC.**, specifically Article IX, Section 4, and Article XII, Section 13, of the Association's Declaration of Covenants, Conditions, and Restrictions, authorizes the Association to levy fines;

WHEREAS, the Deed Enforcement & Fining Policy is required to include general categories of restrictive covenants for which the association may assess fines, a schedule of fines for each category of violation, and information regarding an Owner's right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board of Directors;

NOW, THEREFORE, the Board of Directors of **WILLOW POINTE HOMEOWNERS ASSOCIATION, INC.** adopts the following Amended Deed Enforcement & Fining Policy, and this Policy shall supersede and replace any previously filed deed enforcement and/or fining policies.

**ARTICLE I. GENERAL CATEGORIES**

- 1.1 **Authorization.** The Association, pursuant to Article IX and Article XII of the Association's Declaration of Covenants, Conditions, and Restrictions is authorized to levy fines for violations of the Association's dedicatory instruments. All violations fall within one or more of the following general categories, each of which provides a non-exclusive list of example violations.

a. **Architectural Control Violations:**

- i. Construction of exterior improvements or modifications without notice to or approval from the ARC, ACC or Board of Directors.
- ii. Setback, building line, or easement violations.
- iii. Converting a garage into a living space without notice to or approval from the ARC, ACC, or Board of Directors.

b. **Landscaping and Lot Maintenance:**

- i. Failure to mow, weed, edge, or keep vegetation neatly maintained.
- ii. Failure to maintain living vegetation on the Lot (e.g. missing grass).
- iii. Failure to remove dead vegetation on the Lot (e.g., dead trees, dead shrubs, tree stumps).
- iv. Failure to maintain adequate drainage.

c. **Maintenance of Improvements:**

- i. Chipped or peeling paint, siding, fascia, soffit and/or trim.
- ii. Missing or damaged roof shingles.
- iii. Broken or improperly maintained fences.
- iv. Oil stains on driveways.
- v. Mold and mildew on driveways, walkways, concrete, siding and/or bricks.
- vi. Garage door repair and/or replacement.
- vii. Gutter repair and/or replacement.
- viii. Broken light fixtures.
- ix. Driveway repair and maintenance.

d. **Inappropriate Items:**

- i. Window A/C Units.
- ii. Broken Blinds.
- iii. Broken Windows
- iv. Barbecue Grills and/or Smokers.
- v. Clothes Hanging Devices.
- vi. Furniture and/or Appliances.
- vii. Landscaping Materials/Equipment.
- viii. Storage Pods.

e. **Nuisances and Disturbances:**

- i. Excessive noise (e.g. loud parties, music, construction).
- ii. Offensive odors emanating from the Lot.
- iii. Garage sales, if prohibited.

f. **Parking & Vehicle Restrictions:**

- i. Unauthorized commercial use trucks, recreational vehicles, camping units, trailers, boats, or self-propelled or towable equipment or machinery of any sort or any item deemed offensive.
- ii. Inoperative or abandoned vehicles.
- iii. Parking on the grass or lawn in public view.
- iv. Obstructing pedestrian use of sidewalks or walkways.

g. **Trash and Debris:**

- i. Improper storage of rubbish, trash containers, and recycling bins.
- ii. Construction Materials.

- iii. Accumulation of litter or debris on the Lot.
- h. **Signs and Advertising:**
  - i. Unauthorized signage, including commercial or time-barred political signs.
  - ii. Offensive or abusive signage.
- i. **Decorations:**
  - i. Holiday decorations, lights and signs.
- j. **Rental and Leasing Violations:**
  - i. Violations of existing rental and leasing policies
  - ii. Use of Lot for hotel or transient purposes.
- k. **Pet and Animal Violations:**
  - i. Number, breed, size, and behavioral violations.
  - ii. Failure to clean up pet waste.
  - iii. Breeding animals / animal husbandry.
  - iv. Boarding animals.
- l. **Commercial Use Violations:**
  - i. Running a business from the Lot.
  - ii. Storing or maintaining commercial equipment or inventory on the Lot.
- m. **General Usage Violations:**
  - i. Oil & Mining Operations.
  - ii. Visual Obstructions on Corner Lots.
  - iii. Temporary Structures.
- n. **Common Area Violations:**
  - i. Damage to common areas.

- ii. Misuse of common areas
- iii. Trespassing upon common areas.
- iv. Violation of specific rules regarding common areas.
- o. **Health and Safety Violations:**
  - i. See Article V, infra.

## **ARTICLE II. NOTICES**

2.1 **Notice of Violation.** Prior to suspending an Owner's right to use a common area, filing a suit against an Owner other than a suit to collect a regular or special assessment or foreclose under the Association's lien, charge an Owner for property damage, or levying a fine for a violation of the restrictions or bylaws or rules of the Association, the Association shall provide the Owner with a written notice of and a reasonable period to cure the violation. The notice shall be sent by verified mail to the Owner at the Owner's last known address as shown on the Association records, and shall:

- a. Describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
- b. Inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is curable nature and does not pose a threat to public health or safety;
- c. Inform the Owner that the Owner is entitled to request a hearing on or before the 30th day after the date the notice was mailed to the Owner;
- d. Inform the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act, if the Owner is serving on active military duty; and

e. Specify the date by which the Owner must cure the violation if the violation is curable and does not pose a threat to public health or safety.

2.2 **Reoccurrence of Violations.** A Notice of Violation need not be sent if the alleged violator has previously received a Notice of Violation relating to a similar Violation within six (6) months of the occurrence of the current Violation and was given a reasonable opportunity to cure the Violation.

### **ARTICLE III. SCHEDULE OF FINES**

3.1 **Standard Fine Amount.** Unless otherwise provided herein, or in the Association's governing documents, for each of the above categories of violations, fines shall be \$100.00 per violation, per occurrence. Fines for Health and Safety Violations will be assessed at \$150.00 per violation, per occurrence. All notices will also incur a \$15.00 certified mail fee per address.

3.2 **Fining Schedule.** Fines shall be assessed per the following fining schedule, unless otherwise stated herein:

First Notice	No fine
Second Notice	No fine
Third Notice	No fine, \$15.00 cert. mail fee
Subsequent Notices	\$100.00 fine per notice

3.3 **Ongoing Violations.** The Association may continue to assess additional fines every month the violation exists, until abated.

### **ARTICLE IV. HEARINGS**

4.1 **Written Request for Hearing.** Unless otherwise provided by law, and if an Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board of

Directors.

- 4.2 **Hearing Scheduling.** The Association shall hold a hearing under this section not later than the 30th day after the date the Board of Directors receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.
- 4.3 **Supporting Documentation Required.** Not later than (10) days before the Association holds a hearing under this section, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the packet is not received within ten (10) days, the Owner has the right to a fifteen (15) day postponement of the hearing.
- 4.4 **Hearing Procedure.** During a hearing, a member of the Board of Directors or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

#### **ARTICLE V: PUBLIC HEALTH AND SAFETY VIOLATIONS**

- 5.1 **Health & Safety Defined.** Pursuant to Tex. Prop. Code § 209.006, the Association is empowered to take special corrective action to resolve any violation of the dedicatory instruments of the Association which materially affect the physical health or safety of an ordinary resident ("Health and Safety Violation").



- 5.2 **Specific Examples.** For the purposes of the Association and this policy, Health and Safety Violations include, but are not limited to (1) shooting fireworks; (2) a noise violation that is not ongoing; (3) property damage, including the removal or alteration of landscape; or (4) any other act constituting a threat to health or safety.
- 5.3 **Enforcement Methods.** For any Health and Safety Violation, the Association may suspend an Owner's right to use a common area, file an injunction suit against an owner, charge an Owner for property damage, or levy a fine.

#### **ARTICLE VI. BOARD AUTHORITY**

- 6.1 **Board's Authority for Case-by-Case Varied Fines.** While the Association shall adhere to the schedule of fines established by this policy, the Board of Directors of the Association also retains the authority to levy fines that may vary on a case-by-case basis. This authority allows the Board of Directors to consider unique circumstances or repeat violations when determining the appropriate fine amount. The Board of Directors shall exercise this discretion judiciously and consistently to maintain fairness and uphold the best interests of the community.

**AFTER RECORDING, RETURN TO:**

**LAMBRIGHT ★ MCKEE**  
940 Corbindale Rd.  
Houston, Texas 77024