

LAKEVILLE COMMUNITY ASSOCIATION, INC.

**RESOLUTION IMPLEMENTING FINING POLICY
FOR DEED RESTRICTION VIOLATIONS**

WHEREAS, the Board of Directors of the Lakeville Community Association, Inc. (the "Association"), held a Board of Directors meeting on the 9th day of February 2021; and

WHEREAS, the Board of Directors determined that the litigation of deed restriction violations, particularly those which are reoccurring and common, can be a time consuming and expensive process for both the Association and the individual members concerned; and

WHEREAS, the Board of Directors determined that non-complying members might respond more readily to Association requests to effect compliance following the imposition of a fine rather than the Association immediately turning the matter over to legal counsel; and

WHEREAS, the Board of Directors determined that adoption of such a policy would be appropriate and in accordance with, *inter alia*, Texas Property Code §204.010(a)(11) as well as Texas Business Organizations Code Title 1, §2.101 et seq.; and

WHEREAS, a deed restriction fining policy attached hereto as Exhibit "A" was presented to the Board for its approval; and

WHEREAS, during the course of business, a vote of the Board of Directors was taken to approve adoption of the proposed policy, and upon review of the votes cast for the above proposal, it was determined that the attached policy of imposing fines for deed restriction violations was passed by a vote of the Board of Directors;

NOW, THEREFORE,

BE IT RESOLVED, that the Association, acting by and through its Board of Directors, shall prepare and implement a written policy outlining the imposition of fines for violations of its

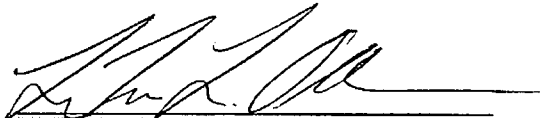
RP-2021-194523

restrictive covenants in the manner and format set forth in Exhibit "A".

BE IT FURTHER RESOLVED, that this policy be published to the membership and that a true and correct copy of this Fining Policy shall be filed in the real property records of Harris County, Texas, pursuant to the requirements of Texas Property Code sections 202.001 and 202.006.

IN WITNESS WHEREOF, the undersigned have executed this Resolution on the 24th day of February, 2021.

INSERT NAME, President



INSERT NAME, Director

LATOSHA LaFleur

INSERT NAME, Director

INSERT NAME, Director

INSERT NAME, Director

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LAKEVILLE COMMUNITY ASSOCIATION, INC.

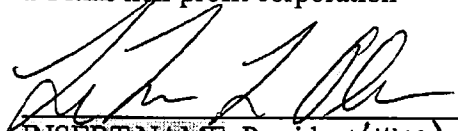
**CERTIFICATE TO AUTHENTICATE
RESOLUTION ESTABLISHING FINING POLICY**

I, the undersigned, do hereby certify:

1. I am the duly elected and acting President of Lakeville Community Association, Inc., a Texas non-profit corporation (the "Association"), and,
2. The "Fining Policy" was approved by the Board of Directors of the Association as indicated at a duly-noticed and duly-held meeting of the Board as required by the Declaration of Covenants, Conditions and Restrictions for Lakeville (the "Declaration"), the Bylaws, and in accordance with all applicable State laws.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 24th day of February, 2021

Lakeville Community Association, Inc.
a Texas non-profit corporation

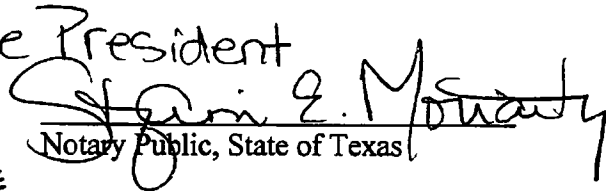


INSERT NAME, President (Vice)
LaTosha LaFleur

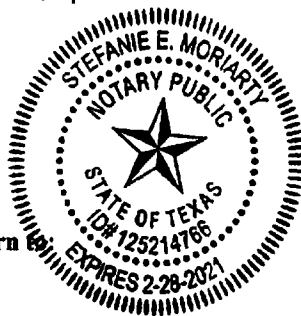
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of February 2021 by INSERT NAME, President of the Lakeville Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

↳ LaTosha LaFleur - Vice President



Notary Public, State of Texas



After recording, please return to:

NORTH LAW, P.C.
1010 Lamar, Suite 1500
Houston, Texas 77002

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Exhibit A: FINING POLICY

Procedures for Deed Restriction Violation Notice and Implementation of Fines

An Owner of property within the Lakeville subdivision whose lot or residence is in violation of the dedicatory instruments governing the Lakeville Community Association, Inc., including all statutory laws supplementing same, shall be provided notice of the violation as follows:

Step	Action
1	Courtesy Letter. Letter will serve as a courtesy notice and notify the Owner of the violation at no cost. Courtesy letters will NOT be sent for repeated violations within any six (6) month period. <i>For any repeat violations within a six (6) month period, a fine letter will be sent and a fine automatically assessed in the amount of \$25.00, and the fine cannot be avoided by curing the violation.</i>
2	Notice of Intent to Fine. Letter will notify the Owner that the violation exists, there is a time to cure the violation (if curable) and will notify the Owner that they have the right to meet with the Board of Directors to discuss the violation. This notice will be sent by certified mail, return receipt requested, in accordance with the requirements of the Texas Residential Property Owners Protection Act, and will notify the Owner that failure to cure the violation within a reasonable time and/or request a hearing on this matter before the Board of Directors within 30 days after receipt of this letter will cause the imposition of a fine in the amount of <u>\$25.00</u> .
3	If the violation continues without resolution after the second notice, then subsequent certified letters may be sent and additional fines imposed without an Owner's opportunity to request a hearing or reasonable time to cure, as follows: 1 st fine notice: \$25.00 2 nd fine notice: \$50.00 3 rd fine notice: \$100.00 4 th fine notice: \$125.00* *if violation is not corrected following the 4 th fine notice, then additional \$125.00 fines will be levied every ten (10) days until the violation is corrected.
4	If the violation(s) have not been corrected following the notice/fine imposition period, the Board of Directors will determine whether legal action is to be taken, including, but not limited to utilizing attorney demand letters, seeking a permanent injunction against the owner of the lot not in compliance, or performing, in accordance with the rights afforded to the Association under the Declaration, all activities necessary to repair, maintain or restore a lot in violation and charging the Owner of the lot all costs associated with the performance of such work. The Association intends to utilize the above-outlined process in most deed restriction violation matters. However, for those situations of urgency which pose a likelihood of immediate harm, economic or otherwise, the Association may choose to abate, shorten, or modify the above procedure for effecting compliance of a violation.

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Hearing Process

The following process shall be used for the Lakeville Community Association, Inc. in connection with any hearing before the Board of Directors requested by an Owner relating to a deed restriction violation. Any request for a hearing that does not comply with the process detailed below will be treated as if no request for a hearing had been made by the Owner receiving the notice of violation.

Step	Action
1	A written* request for a hearing shall be submitted to the Lakeville Community Association, Inc. Board of Directors at the following address: <p style="text-align: center;">LAKEVILLE COMMUNITY ASSOCIATION, INC. c/o Spectrum Association Management 16690 Park Row Houston, Texas 77084</p> *typewritten, handwritten, and emailed requests will meet this requirement
2	The written hearing request must be postmarked within thirty (30) days of the date of initial violation notice (not the courtesy notice).
3	The written hearing request must include pertinent backup information, if any, that will support the existence of the extenuating circumstances or help to explain why the violation does not exist.
4	At the hearing, the Board shall review all information, listen to an Owner's presentation, and render a decision based on a majority vote of the quorum of Board Members present. In the event a majority decision is not reached or if the Board needs to deliberate further, then the Board may schedule a continuance hearing to occur within thirty (30) days, or just submit its decision to the Owner in writing by mail sent to the Owner's last known address. All decisions of the Board are final and may not be further appealed.
5	All fines imposed may be collected as permitted by law.

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Instruction on "Reasonable Time to Cure"

The following section is to be used only as a guideline for curing violations of the deed restrictions for Lakeville Community Association, Inc. ("Association"). At all times the Board of Directors ("Board") for the Association may decrease, increase or otherwise amend the time allowed to cure a violation at its sole discretion.

Owners should first consult any notices they receive regarding the violation(s) for guidance on the amount of time allowed to cure any particular violation. However, if the notice of violation contains no such instruction regarding time to cure the violation, then the Owner should consult this Policy. Owners are encouraged to contact the Association by and through its managing agent for any questions relating to the enforcement of this Policy of the guidelines set forth herein.

The following list of violations are for illustrative purposes only, and the time to cure may be amended as determined by the Board given the nature, severity, frequency, and location of the violation, as well as any mitigating circumstances that the Owner may be able to attest to.

**Please note that there is NO CURE PERIOD for any violation that is considered a threat to public health or safety, meaning that the violation could materially affect the physical health or safety of an ordinary resident.*

[Chart appears on next page]

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Chart: Reasonable Time to Cure Guidelines

Violation Type	Time to Cure	Examples*
<p>Transient Violations (those violations deemed temporary or fluid in nature, easily remedied by removal of the offending structure/item, etc.)</p>	<p>5 days to cure</p>	<p>Inoperable/improperly-stored vehicles incl. boats, trailers, etc. Oversized/commercial vehicles Parking on grass Vehicle covers¹ Basketball goals Heavy trash violation² Trash cans left in public view³ Nuisance conduct (loud, disruptive behavior, disturbing the peace) Pet waste/leash infractions Livestock/poultry on lot Items stored on the lot Signs in yard</p>
<p>Intermediate Violations (those violations that will require additional time and/or expense than transient violations, but not extensive repairs to the lot or dwelling)</p>	<p>15 days</p>	<p>Fence repair/replacement Landscaping/lawn maintenance (lawn, shrubs, flower beds, etc.) Holiday decorations displayed more than 30 days after a holiday</p>
<p>Structural Violations (those violations that will take greater time and/or expense to correct, maybe subject to weather conditions and other factors not in the homeowner's control)</p>	<p>30-90 days (or longer) to cure</p>	<p>Exterior maintenance of home including: Mildew removal Painting Wood/siding/fascia repair Gutter repair/replacement Garage door repair Window replacement Roof repair Concrete repair/replacement Modification/addition Operating a business in the home (non-incidentual use)</p>

*The examples listed above are not exhaustive and the Board reserves the right to modify this guideline to include other violations, modify the time to cure, and/or remove violations as practical.

¹ Vehicle covers are allowed if the weather forecast on the day before or the day of shows (i) freezing rain, sleet, snow; (ii) temperatures 32 deg. and below or 100 deg. and above; (iii) hail; (iv) active hurricane.

² Heavy trash cannot be visible from public view more than 2 days prior to the scheduled pick-up date.

³ Cans cannot be put out for pick-up any earlier than 6pm the day before the scheduled pick-up and must be stored out of public view by end of day following pick-up.

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Instruction on Uncurable Violations

A violation is considered “uncurable” if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this section, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

The following are examples of acts considered “uncurable” for purposes of this section:

- (1) shooting fireworks;
- (2) an act constituting a threat to health or safety*;
- (3) a noise violation that is not ongoing;
- (4) property damage, including the removal or alteration of landscape; and
- (5) holding a garage sale or other event prohibited by a dedicatory instrument.

** a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident*

The following are examples of acts considered “curable” for purposes of this section:

- (1) a parking violation;
- (2) a maintenance violation;
- (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- (4) an ongoing noise violation such as a barking dog.

[Chart appears on next page]

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Uncurable Violations Enforcement and Implementation of Fines

Step	Action
1	Courtesy Letter. There will be no courtesy letter for an uncurable violation.
2	Notice of Fine. Letter will notify the Owner that the violation exists, that a fine has been levied in the amount of <u>\$25.00</u> , and that the Owner has the right to meet with the Board of Directors for the purpose of discussing the violation. This notice will be sent by certified mail, return receipt requested, in accordance with the requirements of the Texas Residential Property Owners Protection Act. There is no cure period for uncurable violations, and the Owner must request a hearing on this matter before the Board of Directors within 30 days after receipt of this letter or forfeit the right to do so.
3	If the violation continues without resolution after the initial notice, then subsequent certified letters may be sent and additional fines imposed as follows: 1st fine notice: \$25.00 2nd fine notice: \$50.00 3rd fine notice: \$100.00 4th fine notice: \$125.00* *if violation is not corrected following the 4th fine notice, then additional \$125.00 fines will be levied every ten (10) days until the violation is corrected.
4	If the violation(s) have not been corrected following the notice/fine imposition period, the Board of Directors will determine whether legal action is to be taken, including, but not limited to utilizing attorney demand letters, seeking a permanent injunction against the owner of the lot not in compliance, or performing, in accordance with the rights afforded to the Association under the Declaration, all activities necessary to repair, maintain or restore a lot in violation and charging the Owner of the lot all costs associated with the performance of such work. The Association intends to utilize the above-outlined process in most deed restriction violation matters. However, for those situations of urgency which pose a likelihood of immediate harm, economic or otherwise, the Association may choose to abate, shorten, or modify the above procedure for effecting compliance of a violation.

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Self-Help and Forced Maintenance

Step	Action
1	Courtesy Letter. Letter will serve as a courtesy notice and notify the Owner of the violation at no cost. Owner has ten (10) days to correct the violation. Courtesy letters will NOT be sent for repeated violations within any six (6) month period. <u>For any repeat violations within a six (6) month period, a notice of self-help will be sent instead of a courtesy letter and any costs incurred to perform the actual self-help will be automatically added to the Owner's account if the violation isn't cured within the 10-day cure period.</u>
2	Notice of Intent to use Self-Help. Letter will notify the Owner that the violation exists, and the Owner has ten (10) days to correct the violation. This notice will be sent by certified mail, return receipt requested, in accordance with the requirements of the Texas Residential Property Owners Protection Act, and will notify the Owner that failure to correct the violation within the 10-day cure period will allow the Association to take immediate self-help action to restore the lot to a condition that complies with the Declaration.
3	If the violation exists following the 10-day cure period, and without further notice to the Owner, the Association may hire a contractor and perform the required self-help to restore the lot to a condition that complies with the Declaration. All costs incurred to perform the self-help will be automatically added to the Owner's account.

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General Provisions

If an Owner contacts the Association (whether directly or through its managing agent) with the intent to correct a violation and asks for an extension, the Board of Directors may grant such extension if it deems the extension reasonable. The decision to grant an extension may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. If the Owner does not cure the violation after the extension period, then enforcement will resume at the next step in the process prior to the Owner's request for extension.

Fine Amounts are Subject to Change

The Board of Directors reserves the right, in its sole discretion, to levy lesser or greater fines, provide additional warnings or fewer warnings before fines are made, and provide more or less time for compliance, depending on the severity of the violation at issue and the extent of its negative impact on the Lakeville subdivision.

Referral to Attorney

It is the sole discretion of the Board of Directors to decide when and if a violation is referred to the attorney for further enforcement. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that influence the Board's decision. Once a violation is referred to the attorney's office for enforcement, the attorney will send the Owner a letter of representation and a demand for compliance pursuant to the Association's governing documents. If the Owner fails to respond, then the attorney will pursue all available legal and equitable remedies to cure the violation including, but not limited to, filing a notice of noncompliance with the County real property records, filing an injunctive lawsuit with a court of competent jurisdiction, and exercising all post-judgment rights to force compliance. All attorney's fees, collection costs and expenses of enforcement shall be charged to the Owner's account in accordance with the dedicatory instruments and state law.

Self-Help and Forced Maintenance

In the event of the Owner's failure to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agent may, in addition to any and all legal and equitable remedies and without liability to the Owner or any occupants of the lot in trespass or otherwise, enter upon said lot to abate or remove, using such force as may be reasonably necessary, any installation, fixture, or condition which violates the Declaration or any amendments thereto. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise this self-help power. All costs of self-help, including the costs of hiring a contractor, third-party services, and/or reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided by the Association's prevailing collection policy for of assessments.

Amendments to the Policy

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the cost recent version of this policy if they have a question and/or need assistance in making payment arrangements.

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Pages 12
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$58.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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