



**LAKEMONT COMMUNITY ASSOCIATION, INC.**

**POLICY RESOLUTION ESTABLISHING FINES, AND ENFORCEMENT PROVISIONS**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

WHEREAS, Lakemont Community Association, Inc. (the "Association"), is the governing entity for the real property described in Exhibit "A" attached hereto (the "Subdivision"); and

WHEREAS, the Subdivision is governed by the First Amended Lakemont Community Association, Inc. Declaration of Covenants, Conditions and Restrictions, recorded in the Real Property Records of Fort Bend County, Texas, under Clerk's File No. 2003032959, along with any amendments and supplements thereto (the "Declaration"); and

WHEREAS, Article IX, Section 1 of the Declaration authorizes the Association to impose reasonable fines for violations of the restrictions or any rules and regulations, and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by the Association relating to violations of the restrictions, which fines, fees and costs may be added to the Owner's assessment account; and

WHEREAS, Chapter 209 of the Texas Property Code was recently amended to include §209.0061, which contains certain requirements for fine policies by a property owners association; and

WHEREAS, the Association previously adopted a fine policy, recorded in the Real Property Records of Fort Bend County, under Clerk's File No. 2011128069 (the "Policy"); and

WHEREAS, the Association, through its Board of Directors, deems it necessary and desirable to adopt a uniform schedule of fines and to standardize the policies and procedures related to imposing fines, performing self-help actions, enforcing the dedicatory instruments of the Association, and to comply with the provisions of §209.0061; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association hereby adopts, establishes and imposes upon the Subdivision, the following Fine and Enforcement Policy, to replace in its entirety the previously adopted Policy:

- d. **The following schedule of fines are guidelines for standard fines only.** The Board of Directors reserves the right to levy lesser or greater fines, provide additional warnings or fewer warnings before fines are assessed, and provide more or less time for compliance, depending on the violation history of the Owner, the severity of the violation at issue, and its impact on the Subdivision, in the sole discretion of the Board, so long as such discretion is exercised on a uniform basis among the same violations.
- e. A majority of the Board of Directors hereby votes to approve and agree that the managing agent shall have, and be delegated, the non-exclusive authority to initiate and continue the levying of fines in accordance with this Fine Policy and schedule of fines, in the regular course of the agent's management duties.

## **II. HEARING PROVISIONS:**

1. If, within the requisite 30 day period from the date the 209 Notice is mailed, the Owner makes a written request for a hearing before the Board, the following applies:
  - a. The Board shall hold a hearing within 30 days after the date the Board receives the written request. The Association will notify the Owner of the date, time and place of the hearing not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, it must be granted for a period of not more than 10 days. Any additional postponements may be granted by agreement of the parties. Either party may make an audio recording of the hearing.
  - b. Not later than 10 days before the Association holds the hearing, the Association shall provide the Owner with a packet containing all documents, photographs, and communications relating to the matter that the Association intends to introduce at the hearing. The packet can be provided by mail, hand delivery, or by email if the owner has communicated with the Association via email to coordinate the hearing or has registered an email address with the Association. If the Association does not provide the packet, the Owner is entitled to an automatic 15 day postponement of the hearing if they desire.
  - c. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
  - d. Following the hearing, the Board may deliberate and will render a written decision to the Owner within a reasonable number of days from the hearing date.
  - e. The notice and hearing provisions of I and II of this Policy, do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

**d. Trash\* and Debris:**

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: failure to screen garbage cans, trash bags, trash and debris from public view on non-trash pickup days; failing to remove trash, debris, materials, junk or other similar items from a lot; maintaining excessive clutter of items on the lot.

***\*TRASH CONTAINERS CANNOT BE PLACED OUT FOR COLLECTION BEFORE 6:00 PM ON THE DAY BEFORE COLLECTION DAY; TRASH CONTAINER CANNOT BE LEFT OUT AFTER 11:59 PM ON THE COLLECTION DAY.***

**e. Nuisance and Miscellaneous Item:**

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: storage of unauthorized play items, outbuildings or equipment as provided by the Declaration; maintaining a clothes line or drying yard, maintaining holiday decorations outside of permissible time periods; maintaining a prohibited or nuisance animal; maintaining unapproved window treatments; maintaining a window a/c unit; maintaining an unapproved basketball goal or other similar item, maintaining unapproved decorative appurtenance(s), or unauthorized sign, flag or advertisement, as set forth in the Declaration and other Governing Documents of the Association.

**f. Business Use:**

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: utilizing the lot for business purposes which has business signs on the Lot, inviting the general public to the Lot for business purposes, or conducting a business from a Lot that is detectible by sight, sound or odor; operating a vehicle repair or sales business from a Lot; engaging in repair, dismantling or assembly of boats, vehicles or equipment; visible or outdoor storage or display of materials or products; operating a day care from a Lot; operating a business that may become or constitute an annoyance or nuisance to surrounding residents or is hazardous to public health, safety or welfare; operating a business that prevents the number of cars intended to be parked in the garage from being parked; operating a business where a person other than an Owner or resident of the house is engaged or employed in the business (which shall be no more than two persons); operating a home business which creates significant additional vehicular or pedestrian traffic to the resident.

**g. Residential Use Violations:**

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: Utilizing the residence or Lot for more than one single family residential unit; leasing individual rooms in a residence or separate portions of a Lot.

awning, deck, pergola, sunroom, sidewalk, courtyard, greenhouse, play equipment, permanent basketball goal, wall, fence, exterior lighting, roof, paint color, permanent sign or decorative appurtenance, drainage feature, and all similar items, and landscaping improvements.

**ALL EXTERIOR MODIFICATIONS, ADDITIONS AND IMPROVEMENTS REQUIRE THE ADVANCED WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE.**

#### **IV. Self Help:**

1. Prior to the initiation of self-help actions under Article IX, Section 25 of the Declaration, the Owner may be entitled to one 10-days to cure the violation.
2. Self-help actions involve the Association entering a Lot to perform required maintenance that the Owner has refused to perform and may include landscape maintenance (“Force Mow”), removal of trash, garbage and rubbish, minor repairs/maintenance, pest control or removal, removal of unauthorized signage, or other things to place the Lot in a neat, attractive, healthful and sanitary condition.
3. In the event an Owner refuses service when the Association contractor arrives for the Force Mow or self-help action, and the maintenance has not yet been performed by the Owner, the Owner will be charged a trip fee sufficient to cover the costs associated with the refused Force Mow or self-help action, along with an administrative fee of up to \$50.00.
4. Upon approval by the Board of Directors of the initiation of a Force Mow action, a majority of the Board hereby approves recurring Force Mow actions, until such time as the Owner commences ongoing landscape maintenance as required by the Declaration.
5. A majority of the Board of Directors hereby votes to approve and agree that the managing agent shall have, and be delegated, the non-exclusive authority to initiate and continue Force Mow actions, in the regular course of the agent’s management duties and in accordance with this Policy.
6. All costs associated with the self-help action will be charged to the Owner’s assessment account as an additional assessment, in accordance with Article V, Section 1(b) of the Declaration.

