



HAWK'S LANDING HOMEOWNERS ASSOCIATION, INC.
VIOLATION ENFORCEMENT GUIDELINES AND FINE POLICY

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

In accordance with the Declaration of Covenants, Conditions, and Restrictions for Hawks Landing recorded on May 19, 2011, under County Clerk's File No. 2011046529 in the Official Public Records of Fort Bend County, Texas, and Supplemental (Amendment of) Declaration of Covenants, Conditions, and Restrictions for Hawks Landing Regarding Annexation, recorded on December 29, 2022, under County Clerk's File No. 2022154885 in the Official Public records of Fort Bend County, Texas (collectively the "Declaration"), the Board of Directors ("Board") of the Hawk's Landing Homeowners Association, Inc. (the "Association") has the authority to enforce restrictions, rules and regulations set out in the Dedicatory Instruments of Hawks Landing, including amendments thereto.

The Declaration for the Association states, in part, "the Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board of each deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Tract or Lot within the Properties after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner, tenant, or guest thereof, for the purpose of enforcement of this Declaration or Rules and Regulations...(g) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, which lines and penalties shall be deemed Reimbursement Assessments to be collected as such, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants.

The following Violation Enforcement Guidelines and Fine Policy were crafted to provide a summary of the steps that the Association may take to enforce the restrictions, rules and regulations of the Association, including the levy of fines. The procedures and fines set forth in this policy are in addition to all other remedies available to the Association under the Declaration, at law, or in equity.

1. Enforcement Actions by Association.

The Association has been empowered to fine violators in accordance with Governing Documents Association.

In accordance with the rights of the Association delineated in the Declaration, the Board has adopted the following rules, regulations, and guidelines pertaining to the fining of Owners who violate, or whose tenants, residents, or guests violate, the rules, restrictions, or covenants of the Declaration or Rules and Regulations of the Association.

Notice	Notice Content	Method of Issuance
1 st	The Owner is sent one or more courtesy or warning letters requesting compliance within a reasonable period.	Courtesy or warning letters may be sent via first class mail and/or email.
2 nd	The Owner is sent a 209 violation letter requesting compliance within a reasonable period. The Owner is also advised that a fine may be levied if the violation is not cured or reoccurs within six (6) months.	The 209 violation letter will be sent by registered or certified mail.
3 rd	If the violation is not cured or reoccurs within six (6) months, the Property Owner will be sent a letter notifying the Owner of the levy of a fine. The letter will also notify the Property Owner that additional fines may be levied if the violation is not cured.	Following the 209 violation letter, all additional notices regarding fines may be sent by first class, registered, or certified mail.

If a violation is a curable, the courtesy letter(s) and the 209 violation letter will provide the Owner with a reasonable period of time to cure the violation.

If a violation is non-curable, the courtesy letter(s) and the 209 violation letter will provide the Owner with notice of the violation and advise the Owner that additional enforcements will continue if the violation occurs. For incurable violations, fines may be levied without a right to cure.

The 209 violation letter will provide a date certain by which the Owner must correct the violation. The Owner will be further advised that they have 30 days in which to respond or request a hearing before the Board and/or designated committee in accordance with Section 2 below. In addition, the 209 violation letter will advise the Owner that the failure to correct the violation within the provided date may result in legal action. If the Owner fails to bring the Property into compliance with the Declarations or Rules and Regulations, the Association may turn the violation over to legal counsel to pursue correction of the violation. All legal fees incurred by the Association to pursue correction of the violation will be charged back to the Owner's account; the Owner will be required to reimburse the Association for all costs, including legal fees, incurred.

Fines: The general structure of fining for curable violations unless referenced otherwise on Exhibits "A" or "B" will be as follows:

1st Fine - \$50.00

2nd Fine - \$100.00

3rd Fine - \$200.00 and all subsequent notices for same violation

Owners are also responsible for all mailing and processing fees levied.

Attached Exhibits "A" and "B" further identify specific violations which will result in levy of fines.

Owners unable to correct the violation within the prescribed thirty (30) days may submit a plan for

correction to the Board for consideration or request an extension.

The procedures set forth above shall in no way preclude the Board from pursuing any other remedies available under the Association's Governing Documents, or under applicable law or in equity with regard to the enforcement of the Declarations, or other governing documents, such as restricting access and use of any recreational facilities within common areas, or maintaining a lawsuit to restrain or enjoin any breach of the provisions of the Declarations or other applicable rules.

For certain violations, the Association may also execute self-help by entering into, or directing a contractor to enter, the Property and perform the maintenance or repair at the Owner's expense, which will be applied to the Owner's account. The Association is not liable for trespass if the violation is present at the time the Association or its agents enter the property to perform maintenance or repair any part of the property due to the violation.

The Board shall have the right, in its sole and absolute discretion, to deviate from the guidelines provided herein, including lowering or waiving fines.

2. Appeals/Hearings.

1. If an Owner is entitled to an opportunity to cure a 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. Such request must be delivered to the Association's address or electronic mail address provided on the most recently filed management certificate.
2. An Owner must submit a written request for a hearing on or before the 30th day after the date the notice of violation and right to a hearing was mailed to the Owner. An Owner that fails to request a hearing within thirty (30) days after the date the certified notice of violation was mailed will not be entitled to a hearing.
3. The Association shall hold the hearing not later than the 30th day after the date the request for a hearing is received.
4. The Association shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.
5. The Board or the Owner may request a postponement, and, if required, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
6. The Owner or the Association may make an audio recording of the meeting.
7. Not later than 10 days before the Association holds a hearing under this Policy, the Association shall provide to the Owner a packet containing documents, photographs, and communications relating to the matter (excluding any attorney-client privileged communications) that the Association intends to discuss at the hearing.
8. If the Association does not provide a packet within the period, an Owner is entitled to an automatic 15-day postponement of the hearing.
9. During a hearing, a member of the Board 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.

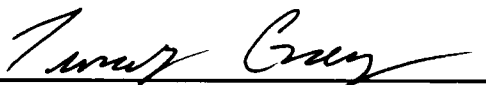
10. After the hearing is concluded, the Board may discuss and consider the information presented. The Board will then provide the Owner with a written notice of its decision regarding the matter of the hearing.
11. All hearings will be held in private.
12. The notice and hearing provisions of this Policy 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.
13. The notice and hearing provisions of this Policy do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved in a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures laid out in this Policy.

CERTIFICATION

I, the undersigned, being the duly elected and acting President of Hawk's Landing Homeowners Association, Inc., a non-profit corporation, hereby certify as follow:

The Violation Enforcement Guidelines and Fine Policy of Hawk's Landing Homeowners Association, Inc. were properly adopted as of the 22 day of October 2024 at an open and noticed Board Meeting by a majority of the Directors.

IN WITNESS WHEREOF, we have executed document to be effective upon the date of recording in the official public records of Fort Bend County, Texas.

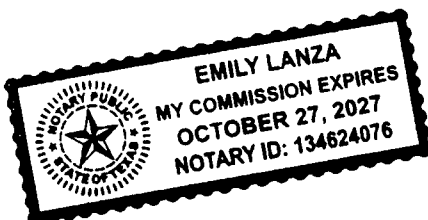


_____, President
Hawk's Landing Homeowners Association, Inc.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 22 day of October 2024 by _____
TIM CRANEY, President of Hawk's Landing Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:



6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

EXHIBIT "A"**FINE SCHEDULE**

The following is a list of common violations for which fines will be levied if the violation is uncured or reoccurs. The list is not all inclusive and fines may be levied for violations that are not listed below.

The first fine for these violations will be \$50, the second fine will be \$100, and the third and subsequent fines will be \$200. These fines can be applied on a daily, monthly, or per-occurrence basis. In addition to the fine levied, fees charged by the management company for administering the fine will be billed to the homeowner.

- A. Improper installation or improper care and maintenance of landscape and tree bed borders and edging.
- B. Decorative embellishments (statues, sculptures, furniture, yard art, etc.) displayed without modification approval.
- C. Allowing irrigation systems to drain onto adjacent lots, performing modifications (even if approved) that cause subsequent drainage onto adjacent lots.
- D. Broken, badly cracked or uneven driveways, sidewalks, walkways, paths, etc. Driveways, sidewalks, walkways, paths, etc., in need of cleaning or power washing.
- E. Damaged, worn fence and gates – including wooden and metal, improper maintenance of driveway gates.
- F. Decoration placed out too early or left up too long after holiday. Holiday decorations shall be displayed no more than 45 days in advance of the holiday and no more than 15 days after the holiday.
- G. Dead or missing shrubs, lack of or improper mulch in landscape beds, weed beds, trimming shrubs, fertilizing, etc.
- H. Unapproved or excessive lighting, light spilling onto adjacent properties.
- I. Livestock, poultry, animal husbandry in violation of the established guidelines.
- J. Entire house needs repainting, rotted wood, roof replacement needed, broken windows, heavily damaged garage doors, brick/mortar repairs needed.
- K. Sagging gutters, minor garage door damage, area paint touch-up, window trim, decorative insets, shutters, damaged basketball goals including torn or missing nets, exterior house/yard lights, mildew/discoloration of the exterior, etc.
- L. Parking vehicles in the street and at the residence in violation of the restrictions, including parking in the yard.
- M. Commercial vehicles, RVs, boats or other watercraft, campers, trailers, etc. parked in public view.
- N. Inoperable, tarped, covered or abandoned vehicles, vehicles on jacks or vehicles being actively being repaired/serviced in violation of restrictions.
- O. Signs (contractor, bandit, political, estate or garage sale, multiple "For Sale," etc.) displayed in violation of the restrictions.
- P. Lawn bags, trash pails, trim clippings, etc., left at curb outside of designated, scheduled pick-up times.

- Q. Improper tree pruning, including lack of dead wood trimming, necessary replacement of improperly growing trees, lack of watering, fertilizing or treating disease, lack of maintenance and proper trimming and removal of tree stakes, etc.
- R. Lawn maintenance, including mowing, edging, weeding (also expansion joints), fertilizing, watering, treating disease, re-sodding, etc.
- S. Short-term leasing of a residence for a period of less than thirty (30) days or leasing a part, but not all, of the residence.
- T. Trash, heavy trash, debris, miscellaneous items, mechanical/yard equipment stored in public view.
- U. All other violations defined in the Association's Declaration, Guidelines or Policies that are not specifically addressed in this schedule.

Business Use – The first fine for these violations will be \$250, the second fine will be \$500, and the third and subsequent fines will be \$500.

- Garage, estate or other type sales conducted on the lot.
 1. A fine will be immediately levied after the right to a hearing passes. Violation is incurable.
 2. Estate sales when a death has occurred, and the property is to be sold/transferred may be permitted with prior approval of the Board and subject to conditions set by the Board.

• Trade or business activities that are detectable by sight, sound or smell outside of the residence.

A \$100 fine will be levied in the event an improvement, alteration or construction is commenced upon a Property without the advance approval of the ACC – and that is subsequently approved. The \$100 fine must be paid prior to the Owner receiving ACC approval if such improvement, alteration or construction is approvable. A \$500 fine will be levied in the event an improvement, alteration or construction is commenced upon a Property and is denied by the ACC. Should the installed modification not meet approved standards it becomes the owner's responsibility to remove or reconstruct the modification to compliance at their own cost in addition to the \$500 fine.

Fines up to \$500 per occurrence may be applied for violations that affect the public health and safety of other residents, cause a danger to the community, or are related to an emergency matter. Fines may be levied per occurrence or daily until the violation is corrected.

Fines have the same enforcement as the annual assessment and non-payment of fines will result in interest being applied to unpaid fines and subsequent legal action – up to and including foreclosure if the fines are not paid.

EXHIBIT "B"**FINES & CATEGORIES**

This is a summary sample of the types of fines that will be levied.

Uncurable - \$250 Fine + Fees

- Garage Sale
- Unauthorized Pool Access (Fence Jumping, Entry on Thursdays, etc.)

Curable Categories –

1st Fine \$50, 2nd Fine \$100, Any subsequent Fines \$200 – (All Fines are + Fees)

- Garbage Cans
- Yard Issues
- Parking Issues
- Painting
- Fencing
- Roof
- Operating a Business
- Car Repairs
- Others as defined

No EMR

- Subsequently Approved: \$100 Fine + Fees
- Subsequently Denied: \$500 Fine + Fees + Redo and/or Legal Fees

Only **one** Courtesy Notice will be sent per Curable Category every six (6) months. If you cure a violation after the courtesy notice, but then have that same or a similar violation occur again in the following six (6) months, no courtesy notice will be given, and the violation will go straight to the Intent to Fine Letter. An Intent to Fine Letter is then valid for six months, so any repeat violations of the same category from that point forward for the next 6 months will result in an **immediate and automatic fine.**

Once an Intent to Fine Letter is issued, the Owner has one chance to correct the violation within a reasonable timeframe and avoid the fine, but any subsequent violations in that category will result in an **immediate and automatic fine.**

Bottom line: Maintain your home and yard – and submit an EMR for any exterior improvements or repairs – and you will avoid fines. This will help keep our community attractive and one that maintains our home values.