

**SECOND AMENDED FINE POLICY OF
REMINGTON RANCH COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Remington Ranch Community Association, Inc. (the "Association"), a nonprofit corporation, is the governing entity for Remington Ranch, Sections 1-10 and 12-27, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk's File Nos. Y605523, X605525, Y174108, X870267, X870347, Y086195, Y342318, Y791431, Y597684, Y610876, Z080569, Y610897, Y716477, Y610914, Y786624, Y948345, Y948353, Z207475, Z207476, Z395923, Z360337, Z360367, Z360373, 20060051256, 20060228556, and RP-2016-176660, respectively, along with any amendments, supplements and replats thereof (the "Subdivision") and

WHEREAS, the Subdivision is governed by the Declaration of Covenants, Conditions and Restrictions for Remington Ranch, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. X927202, along with any amendments and supplements thereto (the "Declaration"); and

WHEREAS, Section 9.6 of the Declaration authorizes the Association to impose reasonable fines for violations of the Declaration or any Rules and Regulations or Architectural Guidelines adopted by the Association (the "Dedictory Instruments"); and

WHEREAS, the Association, through its Board of Directors, desires to adopt a uniform schedule of fines, to standardize the policies and procedures related to imposing fines, and to establish rules, the violation of which may incur a fine; and

WHEREAS, the Association, through its Board of Directors, desires to amend its current fine policy, which is recorded under Harris County Clerk's File No. RP-2019-441437; and

WHEREAS, this Dedictory 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 on the Subdivision, and replaces its existing fine policy in its entirety, with the following Fine Policy:

1. Each Owner shall be responsible for assuring that Owner, their family, tenant(s), occupants(s), guest(s) and invitee(s) comply with the provisions of the Declaration, and all Rules, Regulations, Guidelines and other "Dedictory Instruments" of the Association. In the event an Owner, family member, tenant, occupant, guest or invitee, violates any of the provisions of the Dedictory Instruments, the Association may impose a fine as described below upon the Owner, and such fine shall be assessed against the Owner's Lot.

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2. Before any fine is imposed, the Association shall first provide the Owner the notice required by Section 209.006 of the Texas Property Code, or its successor statute. A courtesy notice may typically be sent prior to any notice required by applicable law, however, the board may send more or less notices, and give more or less time to comply with the Governing Documents, depending on the severity of the violation and its impact on the community, as determined by the Board of Directors in its sole discretion.
3. The Association shall, to the best of its ability, document and record evidence of the occurrence or continuation of an occurrence of a violation before applying an initial or subsequent fine.
4. **If a violation continues from day to day without intervening activity by the Owner responsible for the violation, the Fine Schedule may be as follows:**

FIRST NOTICE:	\$ 50, 30 days to comply
SECOND NOTICE	\$ 100, 20 days to comply
SUBSEQUENT NOTICES:	\$ 150, each additional 20 days until compliance

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: failure to screen garbage cans or equipment from public view on non-trash pickup days, parking a vehicle in an authorized manner, the unauthorized storage of a boat, trailer, camper, recreational vehicle, or similar vehicle in public view, the use of a window a/c unit visible from the street, storing a basketball goal or other equipment in violation of the rules, failure to mow grass or otherwise maintain landscaping, mold/mildew on the property, failure to replace a broken fence or perform other visible home repair, maintaining prohibited window treatments, maintaining holiday decorations outside of permissible time periods, maintaining a nonpermanent decorative appurtenance or unauthorized sign, operating a prohibited business or other nonresidential use of a lot, or maintaining a prohibited or nuisance animal on a lot.

5. **If the violation consists of a single occurrence or separate occurrences, the Fine Schedule may be as follows:**

FIRST NOTICE:	\$ 50 for the first occurrence
EACH SUBSEQUENT VIOLATION:	\$150 for the same or similar violation

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: dumping or burning of trash, rubbish or garbage on a lot or common area, the use of fireworks, or a firearm, or other weapons in the Subdivision, nuisance activity such as objectionable noises or odors, animals escaping a lot and threatening residents, holding an unauthorized event on a lot such as a garage sale, violations that threaten the health and safety of the residents, and violations which are incurable in nature as determined in the sole direction of the Board.

6. **The Fine Schedule for unauthorized construction, modification, addition, or alteration of improvements (under Article III of the Declaration), may be as follows:**

FIRST NOTICE:	\$ 50, activity must cease immediately
SECOND NOTICE:	\$100, 20 days to comply
SUBSEQUENT NOTICES:	\$150, per week until corrected

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: construction or installation of a storage building, or outbuilding, home, garage, deck, driveway, mail box, pool, tennis court, patio, awning, deck, pergola, sunroom, sidewalk, courtyard, greenhouse, play equipment, basketball goal, wall, fence, exterior lighting, permanent sign or decorative appurtenance, drainage feature, and all similar items, and landscaping improvements; or painting, or staining a home or improvement, or installing landscape elements without first obtaining Association approval.

7. **All violations of the types described in Paragraphs 3, 4, and 5 may additionally incur the following:**

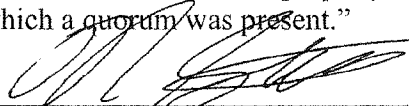
FINES AFTER REFERRAL TO DEBT COLLECTOR:	\$100 per month until violation cured
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If a violation has not yet been cured and an Owner's account has been referred to a debt collector, there may be a recurring monthly fine in the amount above until the violation is cured. If an Owner's account is referred to a debt collector before the completion of a Fine Schedule as presented above, their fines may continue in line with the amounts listed above in applicable Fine Schedule, regardless of whether that amount or the frequency of fines is lesser or greater than the amount listed in this Paragraph. Thereafter, the fines may continue in the amount and frequency as provided in this Paragraph.

8. **These fines and the Fine Schedules listed above 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 made and provide more or less time for compliance, depending on the severity of the violation at issue, and its impact on the Subdivision, in the sole discretion of the Board.
9. There may be an accelerated fine schedule for yard maintenance during summer months, whereby Owners may receive fewer notices, less time to correct the violation and the initial fine imposed may be greater than the standard fine schedule amounts.
10. If the violation continues without resolution, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to remedying the violation or initiating legal action, the costs of which actions shall be billed and/or assessed to the homeowner and, along with any fine amounts, collected and secured in the same manner as assessments, pursuant to Section 9.6 of the Declaration.
11. Separate from the fines and fine schedules described herein, Owners shall be responsible for the reasonable costs and fees associated with the mailing and delivery of notices to the Owner of violations.

CERTIFICATION

“I, the undersigned, being a Director of the Association, hereby certify that the foregoing instrument was adopted by at least a majority of the Association Directors at a properly noticed open meeting of the Directors at which a quorum was present.”

By: 

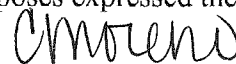
Print Name: Nickolas Stigers

Title: President

STATE OF TEXAS §

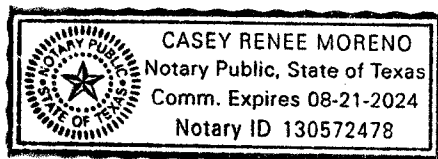
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 3rd day of August, 2021, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they signed it with the authority and for the purposes expressed therein.



Notary Public, State of Texas

Return To:
HOLT & YOUNG, P.C.
9821 Katy Fwy, St. 350
Houston, Texas 77024



RP-2021-473980
Pages 5
08/19/2021 03:10 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

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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