

POLICY RESOLUTION ESTABLISHING FINES, AND ENFORCEMENT PROVISIONS

STATE OF TEXAS

2

§

COUNTY OF MONTGOMERY

503

WHEREAS Valley Ranch Homeowners Association, Inc., (hereinafter the “ Association”) is a Texas nonprofit corporation and the governing entity for Valley Ranch Sections, 1-11; Azalea District, Sections 1-5; and 35.568 acres of additional land, additions in Montgomery County, Texas, according to the maps or plats thereof, as described and detailed on the Property Owners’ Association Management Certificate recorded in the Real Property Records of Montgomery County, Texas, under Document No. 2021137306; along with any replats thereto and along with any other real property brought under the Association’ s jurisdiction (hereinafter the “ Subdivision”); and,

WHEREAS the Association is subject to the restrictive covenants imposed by the respective Restrictions and Covenants described and detailed on the property owners' association management certificate recorded in the Real Property Records of Montgomery County, Texas, under Document No. 2006-006119; (collectively, hereinafter the "Declaration"); and,

WHEREAS, Article X, Section 8 of the Declaration authorizes the Association to impose fines for noncompliance with the Declaration and any rules and regulations adopted by the Board; and

WHEREAS, Texas Property Code §204.010(a)(6) and (21) authorizes the Association, through its Board of Directors to regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision, and to exercise powers necessary and proper for the governance and operation of the Association; and

WHEREAS, Texas Property Code §209.0061 contains certain requirements for fine policies by the Association; and

WHEREAS, to assist with the governance of the Association, the 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, to adopt regulations, 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:

FINE, ENFORCEMENT, AND SELF-HELP POLICY

I. NOTICES AND GENERAL PROVISIONS:

- a. Each Owner shall be responsible for ensuring 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, Resolutions, and other "Governing Documents" of the Association. In the event an Owner, family member, tenant, occupant, guest or invitee, violates any of the provisions of the Governing Documents, the Association may impose a fine as described below upon the Owner, and such fine shall be assessed against the Owner's Lot.
- b. Before any fine, damage charge or suspension 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 (**the "209 Notice"**). The 209 Notice shall:
 - a. describe the violation or property damage that is the basis for the charge, fine or suspension action and state any amount due the Association by the Owner;
 - b. inform the Owner that they are entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;
 - c. inform the Owner that they may request a hearing under §209.007 of the Texas Property Code on or before the 30th day after the date the 209 notice is mailed;
 - 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 (50 U.S.C. App. Section 501, et. seq., if the Owner is serving on active military duty;
 - e. specify the date by which the owner must cure the violation if the violation if the violation is of a curable nature and does not pose a threat to public health or safety;

The foregoing does not apply if the Owner has been previously given a 209 Notice and opportunity to exercise their statutory rights under § 209.006 in the preceding six (6) months.

- c. The standard policy for notifying owners of a violation in advance of levying a fine may be as follows:
 - a. courtesy Notice
 - b. 209 Notice,

however, the Board, in its sole discretion, may send more or less notices, and give more or less time to comply with the Governing Documents, depending on the violation history of the Owner, the severity of the violation and its impact on the Subdivision.

- 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 10th 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.

III. SCHEDULE OF FINES:

1. CURABLE VIOLATIONS:

If a violation continues from day to day without intervening activity by the Owner responsible for the violation, standard fines will be levied each month, and the Fine Schedule may be as follows:

FIRST FINE:	\$100.00
SECOND FINE:	\$200.00

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF UP TO DOUBLE THE AMOUNT OF THE PREVIOUS FINE PER MONTH, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

a. General Building Maintenance Issues:

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), include, but are not limited to: failure to perform visible home repair that is the responsibility of the Owner; failure to maintain or repair paved surfaces on the Owners Lot; failure to maintain or repair: the foundation, patios, decks, exterior lighting, entry doors, garage doors, exterior glass surfaces, door and window appurtenant hardware, and any fence or other exterior addition added to the Lot by the Owner.

b. Landscaping Issues:

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), include, but are not limited to: failure to water lawns and beds and all landscaping as needed to keep such items alive; failure to maintain and replace dead, dying or diseased landscaping to ensure a neat appearance; failure to remove and replace dead vegetation and trees; failure to maintain any additional landscaping elements that are installed by the Owner; failure to sod the front and side yard with grass.

c. Parking, Inoperable and Commercial Vehicles and Similar Items:

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), include, but are not limited to: the unauthorized parking or storage vehicle that is otherwise prohibited by the Declaration; the keeping of a, boat, trailer, camper, RV, equipment, or similar vehicle that is in public view; the storage of any authorized vehicle or item on the yard or other area besides a paved driveway or garage.

d. Trash* and Debris:

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), 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.

e. Nuisance and Miscellaneous Item:

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), include, *but are not limited to*: playing loud music or holding parties, gatherings, or events, which disturb the neighboring owners or can be heard from neighboring lots; 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 Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), 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 business that may become or constitute an annoyance or nuisance to surrounding residents or is hazardous to public health, safety or welfare.

g. Residential Use Violations:

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), include, *but are not limited to*: Utilizing the residence or Lot for more than one single family residential unit; leasing a room on a Lot;

2. UNCURABLE VIOLATIONS:

If the violation consists of a single occurrence or separate occurrences, but is not a continuous action or a condition capable of being remedied by affirmative action, the fine may be levied immediately upon the sending of a 209 Notice, and for each instance, the Fine Schedule may be as follows:

FIRST FINE:	\$250.00
SECOND FINE:	\$500.00

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF \$1,000.00 PER OCCURRENCE, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), include, but are not limited to: the use of fireworks, or a firearm, or other weapons in the Subdivision, holding an unauthorized event on a lot such as a garage sale, yard sale or rummage sale, violations that threaten the health and safety of the residents, property damage. This fine schedule also applies to damages caused to Association-owned personal and real property, along with the cost of repair or replacement of the damaged property.

3. **ARCHITECTURAL VIOLATIONS:**

The Fine Schedule for unauthorized construction, addition, or alteration of improvements (Article VI of the Declaration) levied upon each notice, may be as follows:

FIRST NOTICE:	\$150.00
SECOND NOTICE:	\$300.00

ADDITIONAL NOTICES ARE SUBJECT TO CONTINUING FINES OF \$1000 PER NOTICE, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Regulations hereby adopted herein (to the extent not otherwise provided by the Declaration), include, but are not limited to: initiating construction, modification or addition of improvements without first applying for and obtaining advance written approval from the Architectural Review Committee, including WITHOUT LIMITATION: a storage building, or outbuilding, home, garage, deck, driveway or extension, mail box, pool, tennis court, patio, patio cover, 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 ASSOCIATION OR ITS ARCHITECTURAL REVIEW COMMITTEE.

IV. **Self Help:**

1. Prior to the initiation of self-help actions, the Owner is entitled to one 10-day written notice to cure the violation (in accordance with the Declaration).
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 compliance

with the Declaration and these Regulations and any other Association Rules, Regulations or Policies.

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 maintenance charge, in accordance with the Declaration.

V. ENFORCEMENT:

As more specifically provided in the Declaration, if a 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:

1. Initiating a lawsuit against the violating Lot Owner for injunctive relief, along with a judgment for costs, attorney's fees and expenses, fines, statutory penalties, and any other charges.
2. Seeking immediate temporary injunctive relief to require an Owner cease violating the Declaration and/or Governing Documents while a lawsuit is pending.
3. An Owner's right to use any common area, recreational facility or any other Association property, or any Association service, shall be suspended upon sending the appropriate statutory notice under Section 209.006 of the Texas Property Code.
4. Initiating self-help actions following notice.
5. Levying and collecting fines as provided for hereinabove.
6. All self-help charges constituting a lien on a Lot may be evidenced by the filing of a Notice of Lien in the Public Real Property Records of Montgomery County.
7. All violations, enforcement actions, levies, charges, assessments, fines and other matters relevant to this policy may be indicated on any Resale Certificate or Estoppel Certificate,

or any other request for information by a potential purchaser, or seller of a Lot as provided by Chapter 207 of the Texas Property Code.

8. In the event a Resale Certificate is not requested by a purchaser, any sale of a Lot shall not affect the enforceability, collectability or lien status of any enforcement matter, levy or charge on the Lot, or as to the new or prior Lot Owner.

CERTIFICATION

"I, the undersigned, being the President of Valley Ranch Homeowners Association, Inc., hereby certify that the foregoing was adopted by the Association Board of Directors by the vote of at least a majority of the Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present."

By: Alison Marshall, President

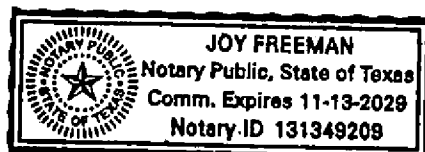
Print Name: Alison Marshall Date: 3/12/26

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on the day personally appeared the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 12 day of March 2026.

Joy Freeman
Notary Public, State of Texas



E-FILED FOR RECORD

03/17/2026 04:04PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

03/17/2026



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas