

Walker County
Kari A. French
Walker County Clerk

Instrument Number: 98327

ERecordings-RP

NOTICE

Recorded On: May 06, 2024 11:18 AM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: \$105.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Instrument Number: 98327
Receipt Number: 20240503000012
Recorded Date/Time: May 06, 2024 11:18 AM
User: Megan B
Station: VITALS01

Record and Return To:

CSC Global



STATE OF TEXAS
COUNTY OF WALKER

I hereby certify that this Instrument was FILED in the Instrument Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Walker County, Texas.

Kari A. French
Walker County Clerk
Walker County, TX

NOTICE OF DEDICATORY INSTRUMENTS
for
I TEXAS GRAND RANCH PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

The undersigned, being the authorized representative of I Texas Grand Ranch Property Owners Association (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Texas Grand Ranch, Section One (1), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 122 and in Volume 6, Page 34 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
 - b. Texas Grand Ranch, Section Two (2), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 46 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
 - c. Texas Grand Ranch, Section 3A, a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 57 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
 - d. Texas Grand Ranch, Section 3B, a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 59 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
 - e. Texas Grand Ranch, Section 4A, a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 87 and replatted in Volume 6, Page 100 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
 - f. Texas Grand Ranch, Section 4B, a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 101 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.

- g. Texas Grand Ranch, Section Five (5), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 124 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- h. Texas Grand Ranch, Section Six (6), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 122 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- i. Texas Grand Ranch, Section Seven (7), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 140 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- j. Texas Grand Ranch, Section Eight (8), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 148 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- k. Texas Grand Ranch, Section Nine (9), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 160 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- l. Texas Grand Ranch, Section Ten (10), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 166 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- m. Texas Grand Ranch, Section Eleven (11), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 6, Page 182 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- n. Texas Grand Ranch, Section Twelve (12), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 7, Page 1 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- o. Texas Grand Ranch, Section Thirteen (13), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 7, Page 13 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- p. Texas Grand Ranch, Section Fourteen (14), a subdivision in Walker County, Texas according to the map or plat thereof recorded in

Volume 7, Page 24 of the Plat Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.

- q. Texas Grand Ranch, Section Fifteen (15), a subdivision in Walker County, Texas according to the map or plat thereof recorded in Volume 7, Page 62 of the Map Records of Walker County, Texas and all amendments to or replats of said maps and plats, if any.
- r. 25" Vegetative Buffer out of 3314.028 acre tract described in a Deed to 1 Texas Grand Ranch LLC recorded in Volume 1271, Page 484 in the Official Public Records of Real Property of Walker County, Texas.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows. This recitation may not include further restrictive covenant documents, amendments and supplements governing the Property:

a. Documents:

- (1) Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions and Easements for Texas Grand Ranch.
- (2) First Amendment to the Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions Texas Grand Ranch.
- (3) Second Amendment to the Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions Texas Grand Ranch.
- (4) Correction Second Amendment to the Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions Texas Grand Ranch.
- (5) Supplemental Declaration to the Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions Texas Grand Ranch.

b. Recording Information:

- (1) Walker County Clerk's File No. 64008.
- (2) Walker County Clerk's File No. 64932.
- (3) Walker County Clerk's File No. 83459.
- (4) Walker County Clerk's File No. 83798.
- (5) Walker County Clerk's File No. 85184.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments

governing the Association which were previously recorded in the Official Public Records of Real Property of Walker County, Texas:

a. Document:

- (1) Corporate Certificate 1 Texas Grand Ranch Property Owners Association [Articles of Incorporation].
- (2) Corporate Certificate I Texas Grand Ranch Property Owners Association [Articles of Incorporation].
- (3) Payment Plan Policy of I Texas Grand Ranch Property Owners Association.
- (4) Records Production Policy of I Texas Grand Ranch Property Owners Association.
- (5) Records Retention Schedule of I Texas Grand Ranch Property Owners Association.
- (6) Texas Grand Ranch Site & Building Requirements Amended 12/06/2020.
- (7) First Amendment to the Amended Site and Building Requirements Texas Grand Ranch.
- (8) Bylaws of I Texas Grand Ranch Property Owners Association (Amended November 30, 2022).

b. Recording Information:

- (1) Volume 1311, Page 582, *et seq.* in the Official Public Records of Real Property of Walker County, Texas.
- (2) Volume 1315, Page 387, *et seq.* in the Official Public Records of Real Property of Walker County, Texas.
- (3) Volume 1299, Page 183, *et seq.* in the Official Public Records of Real Property of Walker County, Texas.
- (4) Volume 1299, Page 186, *et seq.* in the Official Public Records of Real Property of Walker County, Texas.
- (5) Volume 1299, Page 190, *et seq.* in the Official Public Records of Real Property of Walker County, Texas.
- (6) Walker County Clerk's File No. 64009.
- (7) Walker County Clerk's File No. 83460.
- (8) Walker County Clerk's File No. 85588.

4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraphs 2 and 3 above, the following documents are Dedictory Instruments governing the Association:

- **Certified Resolution of the Board of Directors of I Texas Grand Ranch Property Owners Association Adoption of Fine and Enforcement Policy.**
- **Bid Solicitation Policy for I Texas Grand Ranch Property Owners Association.**

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this the 3rd day of May, 2024.

**I TEXAS GRAND RANCH
PROPERTY OWNERS ASSOCIATION**

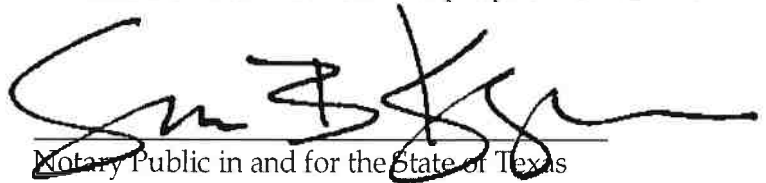
By:



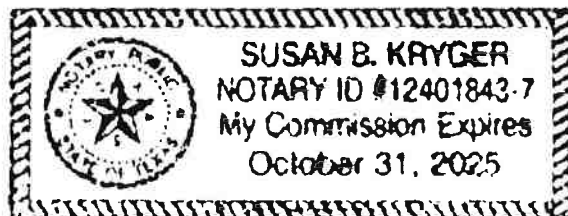
Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 3rd day of May, 2024, personally appeared Cliff Davis, authorized representative of I Texas Grand Ranch Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



AFTER RECORDING, PLEASE RETURN TO:
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A, Ste. 150
Austin, Texas 78746

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
I TEXAS GRAND RANCH PROPERTY OWNERS ASSOCIATION
ADOPTION OF FINE AND ENFORCEMENT POLICY**

Cross Reference to that certain Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions for Texas Grand Ranch, recorded at Instrument Number: 2020-64008, Official Public Records of Walker County, Texas, as may be amended or supplemented.

This document is being recorded as a COURTESY ONLY by Roberts Markel Weinberg Butler Hailey PC, without review and without liability, expressed or implied.

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
TEXAS GRAND RANCH PROPERTY OWNERS ASSOCIATION
ADOPTION OF FINE AND ENFORCEMENT POLICY

WHEREAS, Texas Grand Ranch Property Owners Association (hereinafter the "Association") is a property owners association established and governed by that certain Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions for Texas Grand Ranch, recorded at Instrument Number: 2020-64008 of the Official Public Records of Walker County, Texas (the "Declaration"), that is further subject to and governed by Chapter 209 of the Texas Property Code;

WHEREAS, Article 8, Section 8.13 of the Declaration authorizes the Board of Directors (the "Board") of the Association to assess fines against Owners for violations of the Declaration;

WHEREAS, Section 209.0061 of the Texas Property Code requires property owners associations that are authorized by their dedicatory instrument to levy fines to adopt an enforcement policy regarding the levying of fines that must include a schedule of fines and information regarding hearings described by Section 209.007 of the Texas Property Code ("Chapter 209 Enforcement Hearings");

WHEREAS, the Board wishes to adopt a Fine and Enforcement Policy that establishes a schedule of fines for violations of restrictive covenants and provides information regarding Chapter 209 Hearings in compliance with Section 209.0061 of the Texas Property Code;

WHEREAS, the Board approved and adopted the attached Fine and Enforcement Policy (hereinafter referred to as the "Policy") for the purpose of establishing a schedule of fines and providing information regarding Chapter 209 Hearings at a meeting of the Board conducted on April 22, 2024.

BE IT RESOLVED, that the Board hereby approves and adopts the Fine and Enforcement Policy attached hereto as Exhibit "A" and for it to be recorded in the Official Public Records of Walker County, Texas.

Executed this the 23 day of April, 2024.

TEXAS GRAND RANCH PROPERTY OWNERS
ASSOCIATION

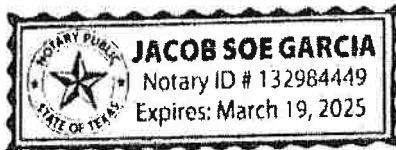
By: _____

Name: Erin D. Sizemore

Title: Secretary

STATE OF TEXAS §
COUNTY OF WALKER §

This instrument was acknowledged before me on this the 23 day of April, 2024, by Erin D. Sizemore, Secretary of and for the Texas Grand Ranch Property Owners Association, for the purposes therein expressed.



Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS

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NOTARY PUBLIC STATE OF TEXAS

Exhibit "A"

TEXAS GRAND RANCH PROPERTY OWNERS ASSOCIATION

FINE AND ENFORCEMENT POLICY

1. Background. Texas Grand Ranch is a subdivision development (the "Subdivision") created by and subject to that certain Seventh Amended and Restated Declaration of Covenants, Conditions and Restrictions for Texas Grand Ranch, recorded at Instrument Number: 2020-64008 of the Official Public Records of Walker County, Texas (the "Declaration"). The operation of the Subdivision and enforcement of the Declaration is vested in I Texas Grand Ranch Property Owners Association Inc. (the "Association"), acting through its Board of Directors (the "Board").
2. Fining Authority. Pursuant to Article 8, Section 8.13 of the Declaration, the Board may impose fines for any violation of restrictive covenants contained in the Association's "Governing Documents," which shall include the Declaration and the Site and Building Requirements ("SBRs"). Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Declaration.
3. Purpose. The Board hereby adopts this Fine and Enforcement Policy (the "Policy") in order to establish procedures for the levy of fines and a schedule of fines in compliance with the requirements of Section 209.0061 of the Texas Property Code. To the extent any provision within this Policy is in conflict with any applicable law, such provision shall be modified or construed to comply with the applicable law. Furthermore, this policy is intended to supplement the Association's Governing Documents and it is not intended to replace or override any previously adopted Governing Documents, including any fine and enforcement policies or schedules of fines previously adopted by the Board. Unless otherwise stated herein, the schedule of fines adopted hereby shall apply only to specific categories of violations of restrictive covenants described herein and to violations of restrictive covenants for which the Board has not otherwise established a schedule of fines. To the extent that the Board has previously adopted a dedicatory instrument establishing a schedule of fines for specific categories of violations, such schedule of fines shall remain in effect and enforceable. To the extent a particular violation may be subject to two or more schedules of fines that establish differing fine amounts, the violation shall be fined pursuant to the schedule of fines with the highest fine amount.
4. Policy. The Association uses fines to discourage violations of restrictive covenants, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines shall not interfere with its exercise of other rights and remedies for the same violation.

5. Owner's Liability. An Owner is liable for fines levied by the Association for violations of restrictive covenants in the Governing Documents by the Owner, any occupants of the Owner's Lot ("Occupants"), and the relatives, guests, employees, and agents of the Owner and Occupants ("Related Parties"). Regardless of who commits the violation, the Association will direct its communications regarding the violation to the Owner, although the Association may also send copies of its notices to an offending Occupant and/or Related Party.
6. Notice of Fine. Except as provided herein, before levying a fine, the Association shall give the Owner a written notice of fine (the "Notice of Fine") at the Owner's last known address as shown in the Association records in compliance with the most current version of Section 209.006 of the Texas Property and any applicable provisions of the Association's Governing Documents. As of the effective date of this Policy, Section 209.006 requires an initial Notice of Fine to:
- A. describe the violation that is the basis for the fine;
 - B. inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety; (ii) may request a hearing under Section 209.007 of the Texas Property Code (a "Chapter 209 Enforcement Hearing") on or before the 30th day after the date the Notice of Fine was mailed to the Owner; and (iii) 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;
 - C. if the violation is of a curable nature and does not pose a threat to public health or safety, provide the Owner a reasonable period to cure the violation and specify the date by which the Owner must cure the violation in order to avoid the assessment of a fine; and
 - D. be sent by certified mail to the Owner at the Owner's last known address as shown on the Association's records.
7. Violations that are Uncurable or a Threat to Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety, then the Notice of Fine shall state those items set out in Section 6, Subsections (A), (B)(ii) and (iii), and (D) above and shall omit those items set out in Section 6, Subsections (B)(i) and (C) above. For purposes of this Policy, 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 and 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.
8. Continuous and Repeat Violations. If the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation, then the Owner shall not be entitled to an additional Notice of Fine or a Chapter 209 Enforcement Hearing, and the Association shall have the right to exercise any

enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. If an Owner fails and refuses to cure a violation after having been provided a Notice of Fine as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation that warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

9. Due Date. Fines are due immediately if the violation is incurable or poses a threat to public health or safety or the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation. For all other violations, the fine is due immediately after the later of: (A) if the Owner does not timely request a Chapter 209 Enforcement Hearing and fails to timely cure the violation, the date that the cure period set out in the Notice of Fine expires; or (2) if a Chapter 209 Enforcement Hearing is timely requested by the Owner, the date the Board's final decision on the matter is communicated to Owner in writing, assuming the Owner did not timely cure the violation and the fine is confirmed by the Board following the Chapter 209 Enforcement Hearing.
10. Chapter 209 Enforcement Hearings. Chapter 209 Enforcement Hearing shall be requested and conducted in accordance with the following provisions:
 - A. Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a fine is sent to an Owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.
 - B. Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives the Owner's timely written request for a hearing. The Board shall also provide the Owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage, or emailed to the requesting Owner at an email address provided to the Association by such Owner. The Board or the requesting Owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the Owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting Owner with the date, time, and location of the

rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to an Owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

- C. Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting Owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the Owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the Owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.
- D. Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting Owner a packet containing all documents, photographs, and communications relating to the enforcement matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the "Evidentiary Packet"). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage or emailed to the requesting Owner at an email address provided to the Association by such Owner. A letter from the Board to the requesting Owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting Owner, the Owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the Owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet.
- E. Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting Owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the architectural committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.

F. Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the Owner. The Owner (or the Owner's designated representative) may then present the Owner's information and issues relevant to the appeal or dispute. An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the Owner.

G. Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting Owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

11. Schedule of Fines. The Board has adopted the following specific and general schedule of fines. The Board reserves the right to increase or decrease a scheduled fine amount on a case-by-case basis if the factual circumstances of a violation would justified such a modification, as determined by the Board in its sole and absolute discretion, provided the Board acts in good faith and the fine amount is reasonable in light of the nature, frequency, and effect of the violation. The Board also reserves the right to pursue any additional remedies available to the Association under Texas law or the Governing Documents in addition to levying fines.

A. Fines For Specific Violations:

Schedule of Fines – Declaration

Description	Fine Amount	CCR Reference	SBR Reference
General			
Failure to Maintain the Appearance of Building & Lot	\$25.00 or 10% of the Association's costs, in addition to actual costs, whichever is greater	3.24	
Exterior Maintenance of Buildings	10% of the Association's costs, in addition to costs of repair	3.25	
Construction			
Placement of Any Construction Items in Ditches,	\$500.00/day per	3.23(h)	2.0, 4.8

Road Right of Way, or Easements	incident		
Construction Prior to ARC Approval and Filing Conformance/Damage Deposit	\$250.00/day, \$5,000.00 maximum	4.1(a)	3.1, 5.0
Not in Compliance with Sign Policy	\$250.00	3.19	
Under Brushing			
Clearing on Lots with Special "No Clear Zone" Adjacent to Huntsville State Park: - Section 5, Block 23, Lots 1-9; - Section 5, Block 23, Lots 14-37; - Section 7, Block 23, Lots 54-70; - Section 9, Block 23, Lots 84-93; - Section 13, Block 23, Lots 94-104; and - Section 15, Block 34, Lots 12-24.	\$5,000.00 + cost to restore vegetation	2.12(d), 2.12(e), 3.15(b), 3.15(g)	2.0, 4.1, 4.3
Clearing on Lots with Special "No Clear Zone" on Lots Fronting Common Areas and the Following Lots Which Border Private Ownership: - Section 3A, Block 6, Lots 171 & 172; - Section 4A, Block 6, Lots 184-191; and - Section 4B, Block 6, Lots 192-209.	\$5,000.00 + cost to restore vegetation	2.12(a), 2.12(b), 3.15(b)	2.0, 4.1, 4.3
Accessory Building			
Accessory Building Not in Compliance with ARC Approval	\$2,500.00	3.5(c)	3.10

Schedule of Fines – Site Building Requirements

Description	Fine Amount	CCR Reference	SBR Reference
General			
Site Clean-Up by POA	10% of the Association's costs, in addition to actual costs		3.1
Ditch Clean-Up by POA	10% of the Association's costs, in addition to actual costs		3.1
Burning during a Burn Ban	\$2,000.00 per incident		4.3
Fires Left Unattended	\$500.00 per incident		4.3
Trees Damaged from Burning	\$1,500.00/tree		4.3
Adverse Effect Caused by Improper Drainage	\$1,500.00		4.8
Failure to Maintain Erosion Control Structures	\$500.00		4.9, 2.7
Removal of Vegetation Greater than 3" at 5 Feet prior to ARC Approval	\$3,000.00 (per lot cleared)		4.3
Site Work Occurring before Installation of Erosion Control Measures	\$500.00/day until erosion control is in place		4.9
Construction			
Repair of roadside ditches by POA	10% of the Association's costs, in addition to actual costs of repairs		2.5
Installation of Culvert without Application and Approval	\$500.00		2.7
Materials Delivered to Site without Culvert Installed	\$500.00		2.7

Driveway Constructed with Non-Approved Materials	\$1,500.00		2.7
Dwelling Not Built to Approved Plans	\$10,000.00		3.1
Occupying a Dwelling on the Property Prior to Passing Final Inspection	\$250.00/day, \$5,000 maximum		3.1
Chimney Constructed with Non-Approved Materials	\$2,500.00		3.7
Garage Doors Not Approved by ARC	\$100.00/day, \$5,000.00 maximum		3.9
Outdoor Lighting Not in ARC Compliance	\$300.00/day until corrected		4.2
Not in Compliance with SWPPP Permit, EPA Elimination, Water Quality Act, Clean Water Act, etc.	\$500.00		4.8, 4.9
Washing Concrete Outside of On-Site Washout Box or Allowing Washout Debris to Enter Drainage Easement	\$500.00 per incident		4.10
Failure to Clean Site of Trash Daily	\$20.00 per day. \$500.00 maximum. Association can self-remedy at cost + 10%		5.1
Occupying a Dwelling without Proper Septic Sewer Permits, Regulation, and Final Inspection.	\$250.00/day, \$5,000.00 maximum		4.11
Under Brushing			
Clearing Prior to ARC Approval and Filing Conformance/Damage Deposit	\$500.00/day, \$5,000.00 maximum		3.1
Clearing Trees or Vegetation on Adjoining Property	\$1,500.00/tree		4.4

Cutting in a No-Cut, Natural Vegetation Buffer Fronting Common Areas or as Detailed in CCR	\$2,500.00		4.1
Damage from Accelerated Erosion Caused by Excessive Clearing	\$500.00 in addition to the amount of the damages caused		4.8
Fence			
Fence Constructed without ARC Approval	\$500.00 + removed or rebuilt		2.9
Fence Constructed - Not in Compliance	\$500.00 + removed or rebuilt		2.9

B. Fines For All Other Restrictive Covenant Violations: Restrictive covenant violations not listed in the Section 11(A) schedule of fines at the date of occurrence will be assessed a \$100 fine. Subsequent violations of the same restrictive covenant will be subject to the Fine and Enforcement Policy then in effect as of the date of each occurrence.

12. General Provisions & Amendment of Policy. This Policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. The Fine Schedules above do not include any additional administrative fees or costs that may be associated with certified mailing fees, notices, collections, or legal fees obtaining architectural approval from the Association, or any other damages that may be incurred by the Association in pursuing compliance with the Association's governing documents, included, but not limited to, the recovery of reasonable and necessary attorney fees.