

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
RR FALLS PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF RANDALL §

I, Frankie Justice, President of RR Falls Property Owners Association, Inc. (the "**Association**"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 22 day of October, 2020, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy ("**Policy**") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article 6, Section 6.6(b), of the Declaration authorizes the Association to enforce the Declaration, the Bylaws and rules and regulations.
2. Article 6, Section 6.6(h), of the Declaration authorizes the Association to enforce fines.
3. Article 5, Section 5.2.A, of the Bylaws authorizes the Association to establish penalties against an Owner for violations of the Governing Documents, subject to compliance with notice requirements imposed by law.
4. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
5. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Governing Documents of the Association consistent with Section 209.006 of the Texas Property Code.
6. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Declaration** – means the River Falls Unit No. 1 Declaration of Covenants,

Conditions, and Restrictions recorded in the Official Public Records of Real Property of Randall county, Texas under File No. 04-4205, *et seq.*, as amended and supplemented.

- 1.2. **Governing Documents** - Each document governing the establishment, maintenance, or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** – By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. A parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged

violation if the Board, in its reasonable, good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. Enforcement - Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** – Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action,

- suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- e. notice that the Owner 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.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time-frame provided to the Owner to request a hearing.

3.7. **Remedies** – The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be

sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- c. notice that Owner 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.

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** – Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose reasonable monetary fines pursuant to the Bylaws and Declaration against an Owner in accordance with the below schedule until the violation is cured if of a curable nature.

Notice	1 st Occurrence Fine	2 nd Occurrence Fine	3 rd Occurrence Fine
Courtesy Letter (if sent)		None	
Violation Letter (if sent)		None	
General violation of Covenants, Conditions, and Restrictions (Demand Letter)	\$20.00 per day up to \$ 150.00 per month for the first 60 days. After 60 days, fee goes up to \$150 per day.		
Refuge Rule Violation (Demand Letter)		\$25	
Destruction/Damage to Gate (Demand Letter)		\$350 + Cost of Repairs	
Destruction/Damage to Community Property (Demand Letter)		\$250 + Cost of Repairs	
Guest Pass Violation (Demand Letter)	\$100	\$250 plus 30-day suspension	Lost privileges for the remainder of the year
Misuse of owner sticker (Demand Letter)	\$200	\$300	\$400
Failure to Obey Traffic Laws (Demand Letter)	\$50	\$100	\$150
Excessive Noise after Dusk (Demand Letter)	\$50	\$75	\$100
Discharge of Fireworks (Demand Letter)	\$200	\$300	\$400
Unauthorized discharge of Firearms, bows, pellet guns, BB guns, Archery Bows, etc. (Demand Letter)	\$200	\$300	\$400
Member Aggressive, Harassing, or Physically Threatening Staff (Demand Letter)	\$150	\$250	\$300
Minor Misconduct (intoxication, fighting, physical abuse, indecent behavior, theft, harassment, bullying, DWI, Reckless Driving) // (Demand Letter)	\$500	\$1,000	\$1,500
Major Misconduct incident resulting in property/bodily damage, or death) // (Demand Letter)	To Be determined by the Board		
Fires in unauthorized areas or during County Burn Bans <i>*fines may be larger if damage is caused*</i> (Demand Letter)	\$500	\$,1000	\$1,500
Failure to appear before the Board of Directors (Demand Letter)	\$200	\$500	\$750
Fine Letter for Uncurable Violations not mentioned above (Demand Letter)	\$50 per day until violation is cured		

Any fine levied by the Association is secured by the lien established in Article 6, Section 6.6(h) of the Declaration. The Board of Directors of the Association will review, adopt, and/or modify a schedule of fines for various types of violations on a yearly basis.

Fines may be levied against Owners for a violation of the rules and regulations of the Association regulating the use of the Common Area and facilities or for construction debris.

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Randall County, Texas.

TO CERTIFY which witness my hand this 2nd day of November, 2020.

RRFALLS PROPERTY OWNERS ASSOCIATION, INC.

By Frankie Justice

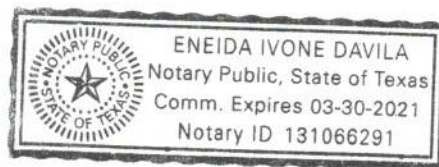
Printed: FRANKIE JUSTICE

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

BEFORE ME, the undersigned notary public, on this 2nd day of November, 2020 personally appeared Frankie Justice, Secretary of RR Falls Property Owners Association, Inc., 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



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Susan B. Allen

2020023330
11/02/2020 02:57 PM
Fee: 54.00
Susan B. Allen, County Clerk
Randall County, Texas
AG