

BOARD RESOLUTION ESTABLISHING A FINE POLICY

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Windsor Lakes Homeowners Association, Inc. (the "Association"), a Texas Nonprofit Corporation, is the governing entity for Windsor Lakes, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the map records of Montgomery County, Texas, under Clerk's File Nos. 2002-131351, 2002-131514, 2002-131516 / 2003-056902, 2003-045017, 2003-045526, 2002-131688, 2004-020265, 2004-020276, 2004-048654, 2004-048655 and 2004-128282, respectively, along with any amendments or supplements thereto (the "Subdivision"); and

WHEREAS, the Subdivision is subject to the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 2003-068161, along with any amendments and supplements thereto (the "Declaration"); and

WHEREAS, Article XII, Section 1, of the Declaration authorizes the Association, through its Board of Directors to impose fines and other sanctions against an Owner for violations of the Declaration and other governing documents, which fines shall constitute a lien on the violating owner's Unit or Lot; and

WHEREAS, the Association, through its 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 and performing self help actions, and to establish rules and regulations herein, the violation of which shall incur a fine, as well as to comply with Texas Property Code § 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 on the Subdivision, the following Fine Policy, to supersede and replace and previously adopted and recorded Fine Policies:

I. NOTICES AND GENERAL PROVISIONS:

- 1. 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, Bylaws, and other "Governing Documents" of the Association. If 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 levied against the Owner.

2. Before any fine, damage charge or suspension of rights to use common areas is imposed, the Association shall first provide the Owner the notice by certified mail as 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 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.

3. The standard policy for notifying owners of a violation in advance of levying a fine is as follows:
 - 1) 209 Notice (as described above)
 - 2) Fines, with possible suspension of Common Property privileges (the right to use common amenities and participate in Association-sponsored activities) until the violation is cured, as described below
 - 3) Referral to Attorney for appropriate legal action.
4. The Hearing Policy is for Deed Violations entitled to an opportunity to cure.
 - a. The Owner has a right to submit a written request for a hearing to discuss and verify facts and resolve the matter before the Board.
 - b. The Board must provide for a hearing no later than 30 days from the Owner’s request, and notify the Owner of the date, time and place no later than ten (10) days before the day of the hearing.

- c. The Board or the Owner may request postponement and postpone by agreement of all for no more than ten (10) days.
 - d. No later than ten (10) days before the hearing, the Board must provide Owner with a packet with all documents, photos, and communication regarding the matter the Board intends to introduce at the hearing, or owner receives an automatic 15 day postponement.
 - e. During the hearing, a designated Board member or Board agent presents, and the Owner or Owner's designated representative responds.
 - f. This hearing requirement does not apply to temporary suspension of rights to use common areas as a result of a violation. The temporary suspension shall remain until the final determination by the Board on the issue(s) is made.
5. **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.
6. 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. CURABLE VIOLATIONS:

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 for 90 days after the date of the initial 209 notice of the violation. However, in addition to fines imposed for the first 90 days that a violation continues, after 60 days Community Area privileges will be suspended until the violation is cured.

1. General Building Maintenance Issues:

FIRST FINE:	\$25.00 per month
SUBSEQUENT FINES:	\$50.00 per month

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF UP TO \$50.00 PER MONTH, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Rules hereby adopted herein, 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 Owner's Unit or Lot; failure to maintain or repair: the Unit's or Lot's 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 Unit or Lot by the Owner.

2. Landscaping Issues:

FIRST FINE: \$25.00 per month
SUBSEQUENT FINES: \$50.00 per month

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF UP TO \$50.00 PER MONTH, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: failure to water lawns and beds and all landscaping as needed; failure to remove and replace dead vegetation and trees; failure of corner unit or lot to water the side and/or front common areas adjacent to the lot of unit common areas adjacent to the Unit or Lot, failure to maintain any additional landscaping elements that are installed by the Owner.

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

FIRST FINE: \$50.00 per violation
SUBSEQUENT FINES: \$50.00 per day for subsequent violations

ADDITIONALLY, IN LIEU OF FINES, VIOLATIONS MAY RESULT IN TOWING OR IMMOBILIZATION, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: the unauthorized parking or storage of an inoperable vehicle, a vehicle that is commercial in nature, or a vehicle that violates the size requirements in the Declaration; the storage of an unauthorized vehicle, boat, trailer, camper, RV, equipment, or similar vehicle; the storage of any authorized vehicle or item on the yard or other area besides a paved driveway or garage; parking of any vehicle or similar item on the street or Windsor Lodge parking lot overnight.

4. Trash* and Debris:

FIRST FINE: \$25.00 per month
SUBSEQUENT FINES: \$50.00 per month

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF UP TO \$50.00 PER MONTH, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Rules hereby adopted herein, 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.

***TRASH CONTAINERS CANNOT BE PLACED OUT FOR COLLECTION BEFORE 6:00 PM ON THE DAY BEFORE COLLECTION DAY; TRASH CONTAINER CANNOT BE LEFT OUT AFTER 8:00 PM ON THE COLLECTION DAY.**

5. Nuisance and Miscellaneous Item:

FIRST FINE: \$25.00 per month
SUBSEQUENT FINES: \$50.00 per month

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF UP TO \$50.00 PER MONTH, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: installing a window a/c unit; storage of unauthorized play items or equipment; maintaining a clothes line or drying yard, maintaining holiday decorations outside of permissible time periods; maintaining a prohibited or nuisance animal; maintaining prohibited 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.

6. Business Use:

FIRST FINE: \$100.00 per month
SUBSEQUENT FINES: \$200.00 per month

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF UP TO \$200.00 PER MONTH, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: utilizing the lot for business purposes which has business signs, 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 vehicle repair or sales business from a lot; operating a day care from a lot; operating a business that constitutes a nuisance to surrounding residents.

7. Leasing Violations:

Requirements for owners wanting to lease property in Windsor Lakes are set forth in the Amended and restated Regulations regarding Leasing/Rentals and Prohibition of Short-Term Leasing/Rentals.

It is a violation to put up a leasing sign prior to receiving an approval from the Association to lease a property:

FIRST FINE:	\$50.00 per violation
SUBSEQUENT FINES:	\$50.00 per day for subsequent violations

A violation of other rules is subject to a fine of double the rent of the violating lease, or \$200.00 per day for other violations as set forth in such Rules, depending on the severity of the violation and its impact on the community as determined by the Board in its sole discretion; and initiating legal action, the cost of which actions shall be levied against the owner as a Benefitted Assessment and subject to foreclosure.

In addition, the owner remains responsible for all assessments, fines, duties and communications relating to the Unit or Lot and its occupants. Enforcement for violations by tenants will be against the owner, though tenants may lose the right to use common amenities. Further, leases are required to provide for termination in the event of a violation of the controlling documents and regulations, and the Association, in its sole discretion, may require termination of the lease by the Owner and eviction of the Occupant in such event.

Owners who do not occupy a Unit or Lot are not entitled to use community amenities. The right of a tenant to use community amenities may be conditioned on the Owner's compliance with leasing procedures and requirements.

8. Age-Restricted Community Violations:

FIRST FINE:	\$500.00 per month
SUBSEQUENT FINES:	\$1,000.00 per month

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

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: having a person under 19 years of age residing in any residence or Unit or Lot for more than 60 days in a calendar year; occupancy of the residence or Unit or Lot by non-qualifying occupant without a qualifying occupant occupying the residence, or otherwise in violation of Article VI, Section 5 of the Declaration (except as provided for by applicable law).

9. Residential Use Violations:

FIRST FINE: \$100.00 per month
SUBSEQUENT FINES: \$200.00 per month

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF UP TO \$200.00 PER MONTH, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: Utilizing the residence or Unit or Lot for more than one single family as set forth in Article VI, Section 4 of the Declaration.

10. HUD Record and Retainment Violations:

FIRST FINE: \$100 per month/30 day period or part thereof
SUBSEQUENT FINE: \$100 per month/30 day period or part thereof

Failure of an Owner to provide all information in response to the annual mailed form requesting HUD information supported by a copy of a State or Federal ID of each and every Occupant of a Unit or Lot owned by said Owner within 45 days from the post marked date of the Notice for Owners to provide information will result in a fine for each month/30 day period or part thereof not provided. Such information must be provided in writing and signed by the Owner even if no changes have occurred since previous request for information was submitted.

Any fine not fully paid when due is delinquent and remains delinquent until paid in full, including collection costs and attorney fees, interest and late fees.

III. UNCURABLE VIOLATIONS:

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

FIRST NOTICE: \$250.00 for the first occurrence
SUBSEQUENT FINES: \$500.00 for the second occurrence

ADDITIONAL FINES FOR THE SAME OR A SIMILAR VIOLATION WITHIN 6 MONTHS, ARE SUBJECT TO CONTINUING FINES OF \$1000.00 PER OCCURRENCE, AND/OR TURNOVER TO THE ATTORNEY FOR LEGAL ACTION.

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 (A garage sale is any sale to the public of household or personal articles or other goods or merchandise, held on a Unit or Lot. Garage Sales include events advertised as a "garage sale", "patio sale", "moving sale", "yard sale", "estate sale", "craft sale", "craft demonstration", "trunk sale", "by invitation only sale" or other similar term.), 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.

This fine schedule also applies to violation of Common Area and Common Facility Rules, which include, but are not limited to: violation of lake rules, pool rules, and recreation center rules; in addition, these fines may be levied for damages caused to Common Areas, Common Facilities, and Association-owned personal and real property, along with the cost of repair or replacement of the damaged property.

IV. ARCHITECTURAL CONTROL VIOLATIONS:

The Fine Schedule for unauthorized construction, addition, or alteration of improvements of Unit or Lot (Article IV, Section 6 of the Declaration), may be as follows:

FIRST NOTICE:	\$150, IMMEDIATE CEASE AND DESIST
SECOND NOTICE:	\$500, IMMEDIATE CEASE AND DESIST

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 Rules hereby adopted herein, include, but are not limited to: initiating construction of improvements without first applying for and obtaining advance written approval from the Architectural Review Committee, including: a storage building, or outbuilding, home, garage, deck, driveway, mail box, pool, tennis court, patio, awning, deck, pergola, sunroom, sidewalk, courtyard, greenhouse, play equipment, permanent basketball goal, wall, fence, exterior lighting, permanent sign or decorative appurtenance, drainage feature, and all similar items, and landscaping.

V. SELF-HELP ACTIONS:

1. Prior to initiating self-help actions, such as a Forced Mow, except in an emergency situation, the Owner is entitled to a 10-day written notice, under Article XII, Section 2 of the Declaration.
2. In the event an Owner refuses service when the Association contractor arrives for a self-help action (such as a Force Mow action), and the maintenance has not yet been performed by the Owner, the Owner may be charged a trip fee to cover the costs associated with the refused self-help action (such as a Force Mow action), in the amount of \$50.

3. 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 Forced Mow actions, in the regular course of the agent's management duties.

VI. ENFORCEMENT:

As more specifically provided in Article XII of 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 Unit or 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 Rules and Regulations while a lawsuit is pending.
3. An Owner's right to use any common area, recreational facility or any other Association property 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 and opportunity for a hearing before the Board.
5. Fines levied herein, as well as the costs of self-help actions, are secured by the assessment lien on the subject Unit or Lot, in accordance with Article IV, Section 2 of the Declaration. Fines will be collected and secured in the same manner as assessments and shall be levied as and constitute a "specific assessment" on the subject Lot.
6. In any judgment for injunctive relief, or in a separate action, seek an order of foreclosure of the violating Owner's Unit or Lot, for the amounts awarded in the lawsuit as a "specific assessment", as provided for in Article IV, Section 2 of the Declaration.
7. All amounts incurred by the Association, including attorney's fees, in enforcing the Declaration and these Rules and Regulations are hereby levied as a "specific assessment" against the violating Owner's Unit or Lot, as provided for in Article IV, Section 2 of the Declaration.
8. Specific assessments, fines, and costs of enforcement constituting a lien on a Unit or Lot may be evidenced by the filing of a Notice of Lien in the Public Real Property Records of Montgomery County.
9. 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 Unit or Lot as provided by Chapter 207 of the Texas Property Code.

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

CERTIFICATION

"I, the undersigned, being the President of Windsor Lakes Homeowners Association, Inc., hereby certify that the foregoing was approved by at least a majority of the Directors on the Association's Board of Directors at an open meeting of the Board of Directors, properly noticed, at which a quorum of the board was present."

By: *[Signature]*

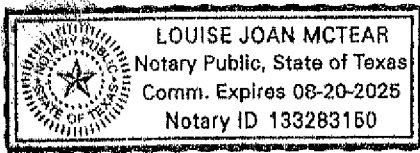
Print Name: PETER G. LIVINOSTON

Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this day personally appeared Peter G. Livingston, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose in the capacity and with the authority therein expressed, as the act and deed of the corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20 day of January, 2024, to certify which witness my hand and official seal.



[Signature]
Notary Public for the State of Texas

E-RECORDED BY:
HOLT & YOUNG, P.C.
9821 Katy Fwy., Ste. 350
Houston, Texas 77024

E-FILED FOR RECORD

03/04/2024 08:57AM



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.

03/04/2024



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas