

THE VINEYARD ESTATES HOMEOWNERS ASSOCIATION

FINES AND ENFORCEMENT POLICY

1. **Background.** The Vineyard Estates is a residential community (the "**Community**") subject to the Declaration of Protective Covenants for Messina Hof Estates recorded in the Official Public Records of Brazos County, Texas, and any and all amendments thereto (the "**CCRs**"). The name of the Community has been changed from The Messina Hof Estates to the Vineyard Estates, however this has not yet been updated with the County. The operation of the Community is vested in The Vineyard Estates Homeowners Association (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the terms, covenants, conditions and restrictions of the CCRs, Bylaws and Rules, policies and procedures of the Association.

The Board hereby adopts this Fines and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Community in compliance with the provisions of the Texas Residential Property Owners Protection Act (the "**Act**") found in Chapter 209.0061 of the Texas Property Code. To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be automatically modified to comply with the applicable law. Words and phrases used and not otherwise defined in this policy have the same meanings given to them by the CCRs.

2. **Policy.** The Association uses fines and/or other revocation of Association privileges to discourage violations of the CCRs, Bylaws, and rules and regulations of the Association (collectively the "**Documents**"), 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 Documents. The Association's use of these methods does not interfere with its exercise of other rights and remedies for the same violation.
3. **Owner's Liability.** An owner is liable for any fines levied by the Association for violations of the Documents by the owner or resident, or the owner or resident's family, guests, employees, agents or contractors. Regardless of who performs the violation, the Association will direct its communications to the owner.
4. **Violation Notice.** Before levying a fine, the Association will provide the owner a written violation notice and an opportunity to be heard.
 - a. The first citation for a violation class will be mailed via regular first class mail.
 - b. The second citation for a violation of the same class will be mailed first class mail and is considered legal notice of impending fine if violation is not cured.
 - c. The third citation for a violation of the same class will result in a fine and an additional \$11 charge for the certified letter will be charged.
 - d. Each further occurrence of the same class of violation will incur another fine for

- each violation citation and an additional \$11 charge for the certified letter.
- e. If six (6) repeat violations occur within a six month period and the violation is not cured within 10 days of the 6th notice, the matter will be referred to the Association attorney for further action. In that event the attorneys' fees and collection fees will be incurred by the owner.
5. **Notice Content.** The Association's written violation notice must contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable time period to take such action; (5) the action to be taken and/or the amount of the fine, if any; (6) a statement that not later than the 30th day after the date of the violation notice, the owner may request a hearing before the Board to contest the fine, and (7) the date the fine attaches or begins accruing (the "**Start Date**"), subject to the following:
- a. **New Violation.** If the owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, the notice will state a specific date by which the violation must be cured to avoid the fine or deactivation, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.
- b. **Repeat Violation.** In the case of a repeat violation, the notice will state that because the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, the fine attaches from the date of the violation notice will commence immediately as of the date of the notice.
6. **Violation Hearing.** An owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, an owner must submit a written request to the Association's President within thirty (30) days after the date of the violation notice. Within thirty (30) days after owner's request for a hearing, the Association must hold a hearing. The Association must provide the owner with at least ten (10) days notice of the date, time, and place of the hearing. The hearing will be held in a regular session of the Board, or at an executive session at the Board's discretion. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication. The minutes of the hearing must contain a statement of the results of the hearing and the fine and/or other action, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the meeting, the notice requirements will be deemed satisfied.
7. **Levy of Fine.** Within thirty (30) days after levying any fine, the Board must give the owner notice of the levied fine. If the fine is levied at the hearing at which the owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the owner at the hearing. Otherwise, the notice must be in writing.

8. **Amount of Fine.** The Association may set fine amounts provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation.

The Board has adopted the following general schedule regarding any fines to be imposed:

Schedule of Fines/Cost of Enforcement

Yard Maintenance, Landscaping, and other Violations (examples from the CCRs: Article 3.02, 3.07, 3.17, 3.28, 3.30, 3.31, 5.08)

First Offense	\$25
Second offense or additional occurrences within 6 month look-back period	\$50
Days to comply	10 days

Architectural Violations (examples from the CCRs: Article 3.01, 3.03, 3.26, Article 4)

First Offense	\$100
Second offense or additional occurrences within 6 month look-back period	\$200
Continuous violations	\$200 per month
Days to comply	10 days

Notwithstanding the foregoing, the Board reserves the right to adopt a different fine amount on a case by case basis provided the fine is reasonable in light of the nature, frequency and effects of the violations

9. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly), beginning on the Start Date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
10. Collection of Fines. The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard.
11. Additional Assessments. Article 7 of the CCRs discusses owner's obligations for payment of assessments and possible additional assessments.
12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an owner of each lot notice of amendment or revocation of this policy. The notice may be published and distributed in community-wide publication, such as email, and posted on the Web page: <https://thevineyarddistrict.com/messina-hof-estates-documentation/>