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FINES AND ENFORCEMENT POLICY OF VINTAGE TOWN ASSEMBLY, INC.

Date: January 4, 2024

Property Owners Association: Vintage Town Assembly, Inc., established by the certificate of formation filed with the secretary of state of Texas on February 27, 2006, under file number 800619514.

Property Owners Association's Address: 12001 Trafalgar, Lubbock Texas 79424.

Declaration: The Vintage Township Neighborhood Declaration of the Vintage Township Subdivision, recorded in the real property records of Lubbock County, Texas, Vol. 10413, pages 1-73.

Definitions: Capitalized terms used but not defined herein have the meaning set forth in the Neighborhood Declaration and other Governing Documents and the Texas Property Code Chapter 209.

"**Governing Documents**" shall include all of the following: the Neighborhood Declaration, Community Development Agreement, Design Review Manual, Landscaping Standards, Design Vision, Urban Regulating Standards, any Rules and Regulations adopted by the Assembly and/or the Founder, as found in the Minutes of the Association.

"**Property owners association**" (regardless of whether the association calls itself a "homeowners association" or "property owners association") means an incorporated or unincorporated association that: (A) is designated as the representative of the owners of property in a residential subdivision; (B) has a membership primarily consisting of the owners of the property covered by the dedicatory instrument for the residential subdivision; and (C) manages or regulates the residential subdivision for the benefit of the owners of property in the residential subdivision. Texas Property Code Chapter 209.002(7); 209.003(c).

Moreover, the Governing Documents for Vintage Township refer to the association as an "Assembly." Association and Assembly are synonymous and used interchangeably.

"**Verified mail**" means any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier.

The Vintage Township Property Owners Association ("Association" and referred to as "Assembly" in the Governing Documents) adopts these policies and procedures for the enforcement of its governing documents and the levy of fines within the Association in compliance with Chapter 209 of the Texas Property Code, which will be enforceable on the recording of this document in the real property records of Lubbock County, Texas.

THIS POLICY SUPERSEDES ANY CONFLICTING POLICIES, RULES, AND REGULATIONS PREVIOUSLY ADOPTED BY THE ASSOCATION. THIS POLICY MAY BE REVOKED OR AMENDED FROM TIME TO TIME BY THE BOARD.

A. Governing Documents

Homeowners are required to follow the covenants contained in the Governing Documents, which are covenants running with the land, and any Rules and Regulations adopted by the Assembly and the Founder. Each Owner in Vintage Township is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered a violation by the Owner. The Governing Documents can be found on each resident's portal on the neighborhood website.

B. Penalties for Violation

B.1 *Restricting Use of Neighborhood Commons*. The Board has the right to restrict the resident's (and all household members and invitees) use of the Neighborhood Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. Neighborhood Commons includes but is not limited to the pool, parks, and Town Hall.

B.2 *Fines*. The Board has the right to assess fines up to the maximum allowed by law. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Assembly. The Board hereby adopts the following fines by category:

(1) Landscaping. If the Property Owner fails to **install** or **maintain** their lawn and landscaping in compliance with the Vintage Landscaping Standards and the Governing Documents, a fee of $10.00 per day shall be assessed against the Property Owner until such improvements are made.

(2) Exterior of Residence. If the Property Owner fails to **construct** improvements or modifications in accordance with the Governing Documents and the plans and specifications approved by the Design Review Board, a fee of $10.00 per day shall be assessed against the Property Owner until such improvements are made. If the Property Owner fails to **maintain** the exterior of their residence in compliance with the Governing Documents and the plans and specifications approved by the Design Review Board, a fee of $10.00 per day shall be assessed against the Property Owner until such improvements are made.

(3) Parking. If the Property Owner or its invitee fails to follow the parking rules in the

Neighborhood's Governing Documents, a fee of $10.00 per day shall be assessed against the Property Owner until such parking violation is corrected.

(4) Ongoing Noise Violation. If the Property Owner has an ongoing noise violation, such as a barking dog, a fee of $10.00 per day shall be assessed against the Property Owner until such noise violation is cured.

(5) Miscellaneous Violations. Some violations are of a unique one-time nature, not of a continuous nature, for which the Board may assess a violation in accordance with the severity of the incident, or the cost to repair property damage, or cost to replace property or landscaping. The fines for these miscellaneous incidents are difficult to forecast and the Board will determine the fine on a case-by-case basis for these unique incidents.

The enforcement policy adopted pursuant to this Fines and Enforcement Policy reserves the Board's authority to levy a fine from the schedule of fines that varies on a case-by-case basis, as allowed by Tex. Prop. Code § 209.0061(c). The Board, at its sole and absolute discretion, may increase or decrease the fines depending on relevant facts and history, for example, the number of prior violations, the severity of violations, whether there are multiple simultaneous violations, the length of time to cure, the cooperation of the Owner, and/or any other applicable information.

B.3 *Pets*. If the Board finds that a pet causes an unsafe condition, unreasonable disturbance or annoyance or public nuisance, it may require the Owner or Occupant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Assembly may require that an Owner or Occupant permanently remove the pet from the Residential Neighborhood.

B.4 *Corrective Action for Enforcement Rights*. If the Board determines that any Owner is in violation of the Governing Documents, or has failed to maintain any part of a Parcel (including but not limited to the yard, any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the Governing Documents, the Board shall notify the Owner of its findings and may assess fines. If the violation continues past the deadline given in the written notice with a reasonable time period to cure the violation; and the Owner has not requested a hearing within 30 days of receiving the notice, or the Owner has had a hearing and appeal and is still responsible for the corrective action; then the Assembly shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel, including but not limited to landscaping, and to have any objectionable items removed from the Parcel.

The Board may also assess fines against the Owner for the costs to take such corrective action and a management fee for activities that it must take to correct, repair, restore, paint or maintain any part of such Parcel on behalf of the Owner.

B.5 *Additional Remedies*. All remedies listed herein and in the Governing Documents

are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in the Governing Documents, including the right to an injunction and to recover damages for any violation.

C. Enforcement Procedures

C.1. *Notice*. Before the Association may (a) suspend an Owner's right to use a common area, (b) file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment or foreclose under the Property Owners Association's lien, (c) charge an Owner for property damage, (d) levy a fine for a violation of the restrictions or Bylaws or Rules of the Property Owners Association, or (e) report any delinquency of an owner to a credit reporting service, the Property Owners Association or its agent must give written notice to the Owner by verified mail at the owner's last known address as shown on the association records.

The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and must state any amount due the Property Owners Association from the Owner. The notice also must inform the Owner that the Owner (a) is 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, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth (30th) day after the date the Owner receives the notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043) if the Owner is serving on active military duty.

If the Owner cures the violation before the expiration of the period for cure described in the written notice from the Association, then a fine may not be assessed for the violation.

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.

The following are examples of acts considered curable for purposes of this section:
(1) a parking violation;
(2) a maintenance violation;
(3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
(4) an ongoing noise violation such as a barking dog.

A violation that is considered "uncurable" under the Property Code simply means that the Association does not have to give the Owner an opportunity to cure before assessing a fine. These are generally one-time violations such as shooting fireworks; an act constituting a threat to health or safety; or a noise violation that is not ongoing.

C.2. *Hearing*. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and

resolve the matter at issue before the Board. The Property Owners Association must hold a hearing under this provision not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting. The hearing will be held in executive session, affording the alleged violator a reasonable opportunity to be heard. Before any sanction under these Rules becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a 30-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

C.3. *Appeal.* Following hearing before the Board, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, president, or secretary within 10 days after the hearing date.

C.4. *Attorney's Fees.* The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to the enforcement of the Governing Documents, in accordance with Texas Property Code § 209.008 if the delinquency or violation continues after a certain date as specified to the Owner in writing.

C.5. *Exceptions to the Chapter 209 Notice and Hearing Requirements.* The notice and hearing provisions of Section 209.006 and 209.007 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. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and 209.007 do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

Vintage Town Assembly, Inc., a Texas nonprofit corporation

Brad Phipps, President of HOA Board of Directors

STATE OF TEXAS)

COUNTY OF LUBBOCK)

This instrument was acknowledged before me on 01/04/2024, ~~2023~~, by Brad Phipps, Managing Agent, of Vintage Town Assembly, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

KAREN MICHELE STRANGE
Notary Public, State of Texas
Comm. Expires 03-10-2027
Notary ID 11516139

Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
01/08/2024 09:11 AM
FEE: $45.00
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