

**RULES AND REGULATIONS FOR ENFORCEMENT AND FINES
THE CROSSING AT LICK CREEK HOA, INC.**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZOS §

WHEREAS, The Crossing at Lick Creek Subdivision is subject to the following

- *Declaration of Rights, Easements, Restrictions, Reservations, and Covenants for The Crossing at Lick Creek, Phase 1,*
- *Declaration of Rights, Easements, Restrictions, Reservations, and Covenants for The Crossing at Lick Creek, Phase 2,* and
- *Declaration of Rights, Easements, Restrictions, Reservations, and Covenants for The Crossing at Lick Creek, Phase 3,*

recorded respectively at

- Volume 13602, Page 1,
- Volume 14251, Page 134, and
- Volume 14926, Page 220,

in the Official Public Records of Brazos County, Texas, (collectively, as each may be modified from time to time, "Declarations");

WHEREAS, The Crossing at Lick Creek HOA, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in this set of Declarations; and

WHEREAS, in order to comply with the requirements of Chapter 209 of the Texas Residential Property Owners Protection Act (as amended or replaced from time to time, the "Act"), the Board of Directors of the Association (the "Board") desires to adopt the following rules and regulations for enforcing said rights, easements, restrictions reservations, and covenants pursuant to Sections 8.15 of the set of Declarations, including our intention to establish U.S. dollar-amounts of fines, procedures for levying fines, and enforcing other remedies for Violations;

NOW, THEREFORE, IT IS RESOLVED that the following policies be established effective as of the date set forth below, and shall have the same force and effect as if they were set forth in and were part of the Declarations. These policies shall be known as the "**Rules and Regulations for Enforcement and Fines.**"

Section 1. Definitions.

The following terms when used herein shall have these meanings:

- "Architectural Control Committee (ACC)" shall have the same meaning as defined in the Declarations.
- "Common Area" shall have the same meaning as defined in the Declarations.

- "*Governing Instruments*" shall mean the governing documents as defined in the Declarations, these Rules and Regulations for Enforcement and Fines, and all other such rules and regulations adopted by the Association, as each may be modified from time to time.
- "*Lot*" shall have the same meaning defined in the Declarations.
- "*Owner*" shall have the same meaning as defined in the Declarations.
- "*Related User*" shall have the same meaning as defined in the Declarations.
- "*Subdivision*" shall mean The Crossing at Lick Creek subdivision as defined in the Declarations.
- "*Violation*" shall mean any condition, use, activity, or improvement which does not comply with the provisions of any of the Governing Instruments, or any other breach of the provisions of the Declarations or these Rules and Regulations for Enforcement and Fines.

Section 2. Types of Violations.

Section 209.006 of the Texas Property Code refers to *curable violations*, *uncurable violations*, and *violations that are considered a threat to public health or safety*. It is our intent to enforce the Declarations consistently with these terms as used in the Texas Property Code.

2.1. Curable Violations. A violation that is a continuous violating state or action, or is a condition capable of being remedied by corrective action. The Texas Property Code lists the following as examples of Curable Violations, though such violations are not limited to these only:

- a parking violation,
- a maintenance violation,
- the failure to construct improvements or modifications in accordance with approved plans and specifications, and
- 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 corrective action. The Texas Property Code lists the following as examples of uncurable violations, though such violations are not limited to these only:

- an act constituting a threat to health or safety;
- discharging fireworks;
- a noise violation that is not ongoing; and
- 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, this is a violation that could materially affect the physical health or safety of an ordinary resident.

There are two different enforcement procedures to be followed. **Section 3** below describes the procedure for enforcement of remedies for Curable Violations that do not pose a threat to public health or safety. **Section 4** below describes the procedure for enforcement of remedies for Uncurable Violations and for those that pose a threat to public health or safety.

Section 3. Enforcement of 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 or effort required for its cure. The Board may, but shall not be 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 optionally be sent to the Owner. This letter will describe the Violation and request that the Owner cure the Violation within a stated time period.

3.2. Violation Letter. (Optional) After the expiration of the time set forth in any courtesy letter, a Violation Letter may optionally be sent to the Owner. If sent, the Violation Letter will include:

1. a description of the Violation,
2. the action required of the Owner to correct the Violation,
3. the deadline by which the Violation must be corrected, and
4. notice that if the Violation is not corrected within the time provided or if there is a subsequent such Violation, 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 any Courtesy Letter or Violation Letter, a Demand Letter may be sent to the Owner. The Demand Letter shall be sent by certified mail. The Demand Letter shall be sent to the Owner's last known address listed in the records of the Association, and may be additionally, optionally, given by any other method that the Board, or its delegate determines may cause it to be received by the Owner. The Demand Letter shall include:

1. a description of the Violation that is the basis for the suspension action, charge, or fine and any fine amount,
2. notice that the Owner is entitled to a reasonable period to cure the Violation and avoid the suspension, charge or fine,
3. a specific deadline date, which must be a reasonable period, by which the Owner must cure the Violation.
4. A Statement that if Owner cures the Violation before the date specified, a fine shall not be assessed for the Violation,
5. 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 delivered to the Owner, and
6. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

3.4. Hearing. If a hearing is properly requested by the Owner, the hearing shall 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. 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 right to use Common Areas, 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.

3.5. Remedies. The Owner shall be liable for, and the Association may, per Sections 5.1 and 8.16 of the Declarations, collect reimbursement of cost of cures, 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, but not limited to, Sections 5.1 and 8.16 of the Declarations. Further, the Owner's right to use the Common Area may be suspended per the Declarations. Further, the Association reserves the right under the Governing Instruments and under Texas law to file a suit for the recovery of damages and/or injunctive relief, to charge interest and late fees on amounts due as permitted by the Governing Instruments and law, and to exercise any other rights and remedies available to the Association whether pursuant to the Governing Instruments, any law, common law, equity, or otherwise. 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 Violations that Pose a Threat to Public Health or Safety.

The enforcement procedure for this type of Violation is as follows:

4.1. Demand Letter. 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 shall be sent by certified mail. The demand letter shall be sent to the Owner's last known address as shown in the records of the Association, and may additionally, optionally be given by any other method that the Board, or its delegate, determines may cause the demand letter to be received by the Owner. The demand letter shall include:

1. a description of the Violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
2. 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
3. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

4.2. Hearing. If a hearing is properly requested by the Owner, the hearing shall be held not later than the thirtieth (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 tenth (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 chooses to request a hearing, fines, suspension of right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner shall be liable for, and the Association may, per Sections 5.1 and 8.16 of the Declarations, collect reimbursement of cost of cures, reasonable attorney's 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, but not limited to, Sections 5.1 and 8.16 of the Declaration. Further, the right to use the Common Area may be suspended per the Declarations. Further, the Association reserves the right under the Governing Instruments and under Texas law, to file a suit for the recovery of damages and/or injunctive relief, to charge interest and late fees as permitted by the Governing Instruments and law, and to exercise any other rights and remedies available to the Association whether pursuant to the Governing Instruments, any law, common law, equity, or otherwise. 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. Exceptions.

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 similar violation. The Association may impose fines or suspend the Owner's right to use Common Area without first sending another demand for compliance. Further, a notice or cure period under **Section 3** and **Section 4** is not required when not required by the other Governing Instruments, the Act, or other applicable law.

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 monetary fines against an Owner as a result of a Violation pursuant to the Schedule of Fines attached hereto under "**Exhibit A.**" Any fines imposed against an Owner shall be the personal obligation of the Owner and shall be secured by the lien under Sections 9.6 of the set of Declarations as of the date the fine is enforceable as herein set forth. The Board may adopt and modify the schedule of fines from time to time for various types of violations.

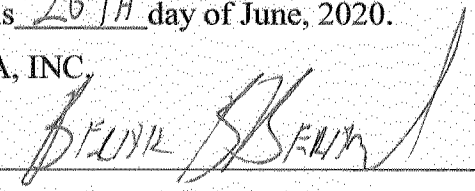
Section 7. General.

These policies serve as a general outline of the procedures to follow for levying fines and enforcement of the covenants, conditions, and restrictions contained in the Declarations. Per Section 8.16 of the set of Declarations, the Association has the power to enforce the provisions of the Declarations and the Rules and Regulations and may take such action as the Board deems necessary or desirable to cause compliance with such without liability by the Association to the Owner.

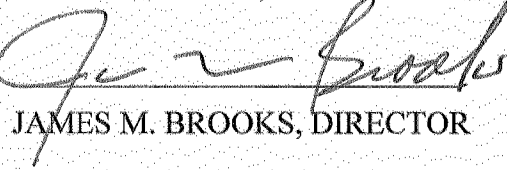
The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Association's Bylaws, the Declarations, or law. The procedures in these policies are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy available to the Association with respect to any Violation of any of the Declarations or to obtain any legal relief or remedy except with respect to the imposition of fines set forth in these policies. If there is reasonable uncertainty as to whether a Violation is a Curable Violation or an Incurable Violation, the Board has the authority to make the decision as to the type of Violation under cure. An Owner is responsible for each Related User of the Owner complying with the Declarations and these policies. An Owner is liable for any Violations committed by a Related User, and the Owner is subject to the enforcement rights contained in these policies in connection with a Violation by any such Related User. These policies are effective upon their recording in the Public Records of BRAZOS County, Texas, and supersede any policy regarding enforcement and fines which may have previously been in effect.

Approved and adopted by the Board on this 26TH day of June, 2020.

THE CROSSING AT LICK CREEK HOA, INC.


BERNIE B. BERNARD, DIRECTOR


PAUL B. BROWN, DIRECTOR

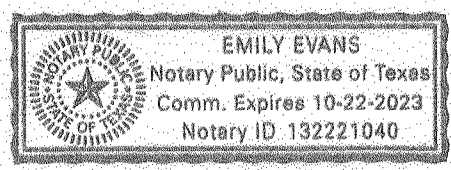

JAMES M. BROOKS, DIRECTOR

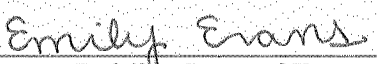
STATE OF TEXAS §

COUNTY OF BRAZOS §

Before me, the undersigned authority, on this day personally appeared BERNIE B. BERNARD, PAUL B. BROWN, AND JAMES M. BROOKS the DIRECTORS of THE CROSSING AT LICK CREEK HOA, INC., a Texas nonprofit corporation, known to me to be the persons and officers whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26 day of June, 2020




Emily Evans 06/26/2020
Notary Public, State of Texas

SCHEDULE OF FINES

EXHIBIT A

TO

RULES AND REGULATIONS FOR ENFORCEMENT AND FINES

This **Exhibit A** is incorporated into, and made a part of, the *Rules and Regulations for Enforcement and Fines* for The Crossing at Lick Creek Subdivision for all purposes. If a Violation is cured within the time given to cure it, then the Owner will not have to pay the fine for the Violation for which notice was given. If a Violation has not been cured within the time given to cure it, then the Owner will be liable for the fine for the Violation for which notice was given, subject to a contrary ruling at a Hearing. If a Violation has not been cured within the time given to cure it, then the next notice will be given for the continued (non-cured) Violation. Further, the cure periods contained in this **Schedule of Fines** are subject to the exceptions set forth in **Section 5** of the **Rules and Regulations for Enforcement and Fines**.

1. **Fines for Building Violations that Do Not Pose a Threat to Public Health or Safety.** Building Violations are defined as Curable Violations of **Article 4 (Construction Restrictions)** and **Article 6 (Architectural Control)** of the Declarations. If a notice has already been sent for the same Building Violation, the next notice may be sent any time after the cure period for a prior notice has expired so long as the Building Violation has not been cured.

a. Fines related to not maintaining construction sites in good order. These include but are not limited to construction materials and equipment, debris, mud, and trash on other properties, the roads, and common areas, and materials and equipment still visible from a street after completion of construction.

- First Violation Notice- 7 days to cure; \$50 fine
- Each additional Violation Notice- 7 days to cure; \$200 fine

b. Fines related to other Building Violations:

- 1st Violation Notice- 15 days to cure except as ACC otherwise specifies; \$0 fine
- 2nd Violation Notice- 15 days to cure except as ACC otherwise specifies; \$100 fine
- additional Violation Notices- 15 days to cure except as ACC otherwise specifies; \$200 fine

2. **Fines for Other Curable Violations that Do Not Pose a Threat to Public Health or Safety.** If a notice has already been sent for the same Violation, the next notice may be sent any time after the cure period for a notice has expired so long as the Violation has not been cured.

- 1st Violation Notice- 15 days to cure; \$50 fine
- 2nd Violation Notice- 15 days to cure; \$100 fine
- any additional Violation Notices- 15 days to cure; \$150 fine

3. **Fines for Uncurable Violations and Violations that Pose a Threat to Public Health or Safety.**

- 1st Violation Notice- \$50 fine
- 2nd Violation Notice- \$200 fine
- additional Violation Notices- \$300 fine

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1398719

Volume : 16188

ERecordings - Real Property

Recorded On: July 10, 2020 01:00 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$54.00

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

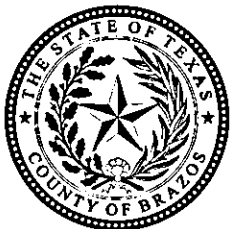
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1398719
Receipt Number: 20200710000051
Recorded Date/Time: July 10, 2020 01:00 PM
User: Cathy B
Station: CCLERK05

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF BRAZOS

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

Karen McQueen
County Clerk
Brazos County, TX