

STATE OF TEXAS

§ RESOLUTION ADOPTING FINE AND

§ ENFORCEMENT POLICY FOR THE

§ RANCHES AT BOBCAT RIDGE

COUNTY OF HILL

§ PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE RANCHES AT BOBCAT RIDGE PROPERTY OWNERS' ASSOCIATION, INC/
REGARDING FINE AND ENFORCEMENT POLICY**

Pursuant to Tex. Prop. Code § 209.0061, The Ranches at Bobcat Ridge Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following fine and enforcement policy to set forth its policy for levying fines, to wit:

1. 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. More than one violation may exist at one time depending on the circumstances surrounding the violation(s).

A. Curable Violations – without limitation, the Texas Property Code lists the following as examples of curable violations:

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

B. Uncurable violation – A violation that has occurred but is not a continuous action or condition capable of remedied by affirmative action. Without limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. An act constituting a threat to health and 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.

C. 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.

2. Enforcement

- a. **Curable Violations that do not pose a threat to public health or safety**

If the violation is curable and does not pose a threat to public health or safety, the Member will be given a reasonable period to cure the violation, as provided below. The enforcement procedure for this type of violation is as follows:

1. **Courtesy Letter (Optional)** – A courtesy letter may be sent to the Member describing the violation and requesting that Member cure the violation within a stated time period.

2. **Violation Letter (Optional)** – Dependent on the severity of the violation and/or the preexisting history of violations on the Member's Tract, the violation letter may be the first letter sent to the Member. If sent, the violation letter may include:

- i. A description of the violation;
- ii. The required curative action;
- iii. The deadline to cure the violation; and
- iv. Notice that if the violation is not corrected within the time period provided or if there is subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3. **Demand Letter** – The demand letter must be sent by certified mail or by other method for which evidence of mailing is provided by the United State Postal Service or other common carrier and may be emailed to the Member at the email address registered with the Association. The demand letter must be sent to the Member's last known address as shown in the records of the Association. Dependent upon the severity of the violation and/or the preexisting history of violations on the Member's Tract, the demand letter may be the first letter sent (rather than a courtesy and/or violation letter), as determined in the sole and absolute discretion of the Board. A demand letter will shall include the following:

- i. A description of the violation that is the basis of the enforcement action, suspension action, charge, or fine and any amount due to the Association;
- ii. Notice that the Member is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension action, charge or fine;
- iii. A specific date, which must be a reasonable period given the nature of the violation, by which the Member must cure the violation. If the Member cures the violation before the date specified, a fine may not be assessed for the violation;
- iv. A notice that the Member may request a hearing as set forth in Section 6 of this Policy; and
- v. Notice that Member may have special right or relief to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.) if the Member is serving on active military duty.

4. **Hearing Requested.** If a hearing is properly requested, it will be conducted as provided in Section 6 of this Policy.

5. **Hearing Not Requested.** If a hearing is not properly requested, 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 Member to request a hearing.

b. Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety

The demand letter must be sent by certified mail or by other method for which evidence of mailing is provided by the United State Postal Service or other common carrier and may be emailed to the Member at the email address registered with the Association. The demand letter must be sent to the Member's last known address as shown in the records of the Association. The demand letter shall include the following:

- i. A description of the violation that is the basis of the enforcement action, suspension action, charge, or fine and any amount due to the Association;
- ii. A notice that the Member may request a hearing as set forth in Section 6 of this Policy; and
- iii. Notice that Member may have special right or relief to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Member is serving on active military duty.

1. **Hearing Requested.** If a hearing is properly requested, it will be conducted as provided in Section 6 of this Policy.

3. Schedule of fines.

Subject to the notice provisions set forth in Section 2 and Section 6 of this Policy, as applicable, the Association may impose reasonable monetary fines against a Member in accordance with the below schedule until the violation is cured if of a curable nature. The Board reserves the right to adjust fines based upon the egregiousness of the violation. The general categories of restrictive covenants for which the Association may assess fines are as follows:

a. Improvement violations, for instance:

- i. Failure to apply and receive approval from the Architectural Control Committee for any Improvement
- ii. Failure to meet minimum square footage
- iii. Failure to adhere to timeline for construction
- iv. Exceeding the limit on structures
- v. Improper construction materials
- vi. Improper Guest Quarter
- vii. Failure to have a garage or carport or one that is improperly constructed
- viii. Improper fencing or light post
- ix. Improper Driveway
- x. Improvements improperly places within a utility or drainage easement or in setback area
- xi. Improper water well

b. Storage violations, for instance:

- i. Improper use of RV's

- ii. Improper storage of trailers, RV's and other vehicles and equipment as listed in the Declaration.
- c. Prohibited Items of on the Tract, for instance:
 - i. Mobile homes, manufactured homes or modular cabins.
 - ii. Garbage and Trash Disposal
 - iii. Animals that do not comply with the Animal Husbandry requirement
 - iv. Improper signs
 - v. Nuisance activity
- d. Prohibited Activities and Nuisance, for instance:
 - i. Failure to use the Tract for only single-family residential purposes
 - ii. Activity which constitutes a nuisance or annoyance
- e. Maintenance and Landscaping of Tracts, for instance:
 - i. Failure to maintain a Tract or failure to maintain an Improvement on a Tract
 - ii. Failure to maintain a Tract of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty and safety of the neighborhood as a whole or the specific area
- f. Discharge of Firearms, for instance:
 - i. Any discharge not in self defense
- g. Uncurable Violations or Violations that are a Threat to Public Health and Safety
- h. Miscellaneous
 - i. Violating any rule or regulation promulgated by the Association

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Letter (if sent)	Ten (10) days	No Charge
Violation Letter (if sent)	Ten (10) days	No Charge
Demand Letter- 1 st (Chapter 209)	Ten (10) days	Amount specified in General Category of Violations
2 nd Notice of Fine Letter	Ten (10) days	Amount specified in General Category of Violations
3 rd Notice of Fine Letter	Ten (10) days	Amount specified in General Category of Violations
Subsequent Notice of Fine Letters for the same or similar violation	Ten (10) days	Amount specified in General Category of Violations

General Category of Violations	Fine Amount
Improvement violations	\$50.00 per day
Storage violations	\$50.00 per day
Prohibited Items of on the Tract	\$50.00 per day
Prohibited Activities and Nuisance	\$50.00 per day
Maintenance and Landscaping of Tract	\$50.00 per day
Discharge of Firearms	\$50.00 per day

Uncurable Violations or Violations that are a Threat to Public Health and Safety	\$50.00 per day
Miscellaneous	\$50.00 per day

4. Information regarding hearing described by Section 209.007 of the Texas Property Code.

a. Except as provided by subsection (c) and (d) below, and only if the Member is entitled to an opportunity to cure the violation, the Member has the right to submit a written request for a hearing to discuss and verify the facts and resolve the matter in issue before the Board.

b. The Association shall hold a hearing not later than the 30th day after the date the Board receives the Member's request for a hearing and shall notify the Member of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Member may request a postponement, and, if requested, a postponement shall be granted by agreement of the parties. The Member or the Association may make an audio recording of the meeting.

c. The notice and hearing provisions of Section 209.006 and Section 209.007 of the Texas Property Code 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 the suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation.

d. The notice and hearing provisions of Sections 209.006 and Section 209.007 of the Texas Property Code do not apply to a temporary suspension of a Member's right to Common Areas if the temporary suspension is the result of a violation that occurred in the 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 the following procedures prescribed by this section.

e. A Member or the Association may use alternative dispute resolution services.

f. Not later than ten (10) days before the Association holds a hearing under this section, the Association shall provide to a Member a packet containing all documents, photographs, and communications relating to the matter that the Association intends to introduce at the hearing.

g. If the Association does not provide a packet within the period described above, a Member is entitled to an automatic fifteen (15) day postponement of the hearing.

h. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Member. A Member or the Member's designated representative is entitled to present the Member's information and issues relevant to the appeal or dispute.

5. Notice to Members:

The Association shall:

a. Provide a copy of this Policy to a Member in the Subdivision by:

i. Posting the policy on an Internet website maintained by the Association or an agent acting on behalf of the Association and accessible to Members of the Association; or

ii. Annually sending a copy of the policy, separately or included in routine communications from the Association to Members, by:

1. Hand delivery to the Member;
2. First class mail to the Member's last known mailing address; or
3. E-mail to an e-mail address provided to the Association by the Member; and
- b. Make the policy available on any publicly accessible Internet website maintained by the Association, if any, or an agent acting on behalf of the Association, if any.

6. Member's Liability

A Member is liable for any fines levied by the Association for violations by the Members, any lessees, or the Member or lessees' family, guests, employees, agents, or contractors. Regardless of who performs the violation, the Association will direct its communications to the Member.

The Member 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. A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame. The Association may file suit for the recovery of damages and/or injunctive relief.

7. Definitions.

Any words not defined in this Policy shall have the same meaning assigned in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for the Ranches at Bobcat Ridge Subdivision recorded in Slide 332a (Vol. 1962, Pg. 752) of the Map and Plat Records of Hill County, Texas.

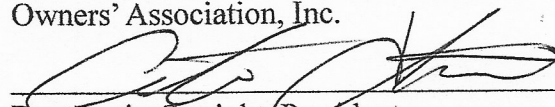
By their signatures below the President and Vice President certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly called meeting of the Board of Directors at which a quorum of Directors was present, or by signed unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this 31st day of January 2024.

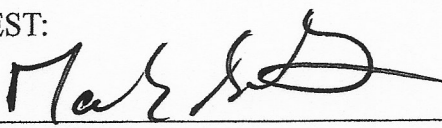
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Executed on this 31st day of January, 2024.

The Ranches at Bobcat Ridge Property
Owners' Association, Inc.


By: Austin Cutright, President

ATTEST:


By: Mark Stout, Vice President

~~THE STATE OF TEXAS~~

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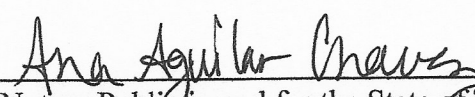
COUNTY OF HILL

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CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Austin Cutright who is personally known to me (or provided to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of The Ranches at Bobcat Ridge Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of the office on this 31st day of January 2024.


Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

The Ranches at Bobcat Ridge
Property Owners' Association, Inc.
P.O. BOX 51
Rio Vista, TX 76093

