

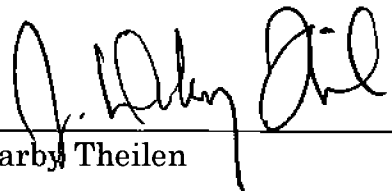
**AFFIDAVIT REGARDING FINE SCHEDULE OF BRIDGEPOINT CIVIC
ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, personally appeared Darby Theilen, who, being by me duly sworn, deposed as follows:


My name is Darby Theilen. I am of sound mind and capable of making this affidavit, and personally acquainted with the facts herein stated.

I am the President of Bridgepoint Civic Association and am authorized to sign this instrument on its behalf. Attached hereto is the Fine Schedule adopted by the Board of Directors for the Bridgepoint Civic Association.

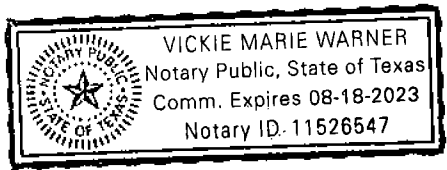


Darby Theilen

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on November 4, 2021 by Darby Theilen, president of the Bridgepoint Civic Association, acting on its behalf.



Notary Public, State of Texas



FINE SCHEDULE OF
BRIDGEPOINT CIVIC ASSOCIATION

WHEREAS, the Association desires, pursuant to the authority set out in the Declaration and By-laws, and as set in Chapter 204.010 of the Texas Property Code, to adopt a Fine Schedule necessary or desirable, as determined by the Board of Directors of the Association, for the interpretation and implementation of the By-Laws, Architectural Design Guidelines, Rules and Regulations, and the Declaration.

NOW, THEREFORE, for the purpose of adopting a Fine Schedule for the implementation and enforcement of the By-Laws, Architectural Design Guidelines, Rules and Regulations, and the Declaration; be it

RESOLVED by the Board of Directors of the Bridgepoint Civic Association, that the following Fine Schedule be adopted.

The term *violation* shall mean and include any failure to follow and/or observe the Association's Governing Documents.

The term *recurring violation* shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once. Examples of recurring violations are: (1) parking a trailer, boat or recreational vehicle in excess of the time allowed, but moving it and subsequently re-parking it in the same general location as before, (2) grass or shrub violations that are excessively high or not trimmed.

The term *continuous violation* shall mean any violation of the Association's Governing Documents which is ongoing for a period of time in excess of seventy-two (72) hours, or which has not been cured within the time frame established by the Board for its remedy in a ruling. Examples of violations are: (1) retention of an unapproved architectural modification in violation of the Board's directive, (2) retention of an unapproved landscape modification in violation of the Board's directive. In the case of a *continuous violation* within one (1) year of the date of the original Warning Letter, the Board may impose fines of up to twice the amounts set forth in the Schedule of Fines.

Fines shall be in addition to the costs and expenses recovered to reimburse the Associations, and may be in addition to other enforcement activities (*e.g.*, suspension of community privileges including but not limited to voting rights or legal action.) As noted, the Board may, in its sole discretion, impose a fine but suspend collection of the fine on the condition that the homeowner complies with the Board's directive. Any suspension of a Member's privileges shall not exceed (6) months for each violation.

Penalties Responsibility of Owner. All monetary penalties will be billed to the owner's account and will be payable by the owner to the Association within 30 days of the date of the billing.

Penalties cumulative. All penalties shall be cumulative but the total fined will not exceed \$1500.00 during the six (6) months following the First Violation. If the violation continues for more than (6) months or reoccurs after the end of a six (6) month period, such violation shall be subject to an additional \$1500.00 cap for each subsequent six (6) month period.

Non-Exclusive Remedies. The imposition of the monetary penalties provided herein shall not be construed to be an exclusive remedy, and shall be in addition to other rights and remedies to which the Association may otherwise be entitled, including, without limitation, the filing of an Affidavit of Non-Compliance in the Real Property Records of Montgomery County, Texas and/or the initiation of legal proceeding seeking injunctive relief and/or damages, attorneys fees, costs or court and all other remedies, at law or in equity, to which the Association may be entitled.

Violation by Resident, tenant, or Agent. A violation by a resident, tenant, guest, or agent of the owner shall be treated as a violation of the owner of the property. If the resident is someone other than the owner, then both the resident and the owner can both be penalized. All monetary penalties shall be billed to the owner and, if applicable, the resident.

Self-Help. The Board or its designee may, after reasonable notice to the homeowner and a hearing, enter the lot to discharge its duties under the Governing Documents, perform common area maintenance, and/or to perform maintenance on a homeowner’s lot which lot is not being properly maintained. In the event that the Board proposes to undertake maintenance on the lot, the Board must first request the homeowner perform maintenance, giving the homeowner fifteen (15) days in which to complete the maintenance. If the homeowner does not complete the maintenance within that period of time, the Board or its designee may enter the lot, perform such maintenance as necessary, and bill the homeowner for the costs thereof, together with any financing costs and administrative costs.

Bridgepoint Civic Association

Fine Schedule

Description of Violation	Initial Fine	Daily or Monthly Continual Fine
1. Landscaping not Maintained (weeds, overgrowth of grass)	\$25.00	\$25.00 / week Continual
2. Trash/rubbish visible from street	\$25.00	\$25.00 / Day Continual
3. Inoperable vehicle, Commercial vehicles, boats, Trailers or RVs in drive		

for more than 72 hours w/o approval
of the ACC \$25.00 \$25.00 / Day Continual

4. Failure to gain approval from
the ACC for any exterior improvements \$250.00 \$100.00 / Month Continual

5. Any violation of By-laws, Deed re-
strictions, or ACC Guidelines not covered
specifically, by this schedule. Minimum \$25.00 Minimum \$25.00

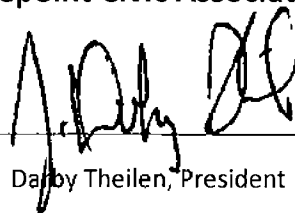
6. Damage to HOA property including
but not limited to common areas
and structures Minimum \$25.00 Minimum \$25.00

This policy was duly adopted by the Board of Directors of Bridgepoint Civic Association on the 4 day of
November, 2021

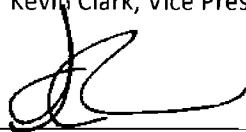
The Board of Directors hereby approves and authorizes the Fine Schedule

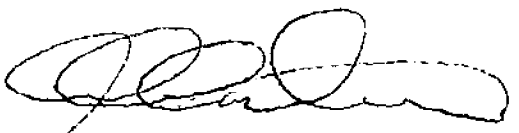
Signed this 4 day of November, 2021

Bridgepoint Civic Association

By: 
Darby Theilen, President

By: 
Kevin Clark, Vice President

By: 
Scott Taylor, Treasurer

By: 

Gary Carter, Secretary

By: 

Steve Merrell

E-FILED FOR RECORD

11/04/2021 04:04PM



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.

11/04/2021



County Clerk
Montgomery County, Texas