

provisions of the Governing Documents. In the event an Owner, family member, tenant, occupant, guest or invitee violates any of the provisions of the Governing Documents, the Association shall have the authority to impose a fine as described below upon the Owner, and such fine shall be secured by the assessment lien on the Owner's lot in the Subdivision. An action is initiated under this Fining Policy when the management company for the Association notes a violation of the Governing Documents. The Association's management company is authorized to send the Owner any or all of the notices described in this Fining Policy. A violation may also be noted by a member of the Board or other Association volunteer.

2. **Initial Notice.** The Association shall send one (1) or more notices ("Initial Notice") by regular mail advising the owner of the violation and requesting that the violation be cured. However, if the Association decides that the violation requires expedited handling, the Association is entitled to dispense with sending the Owner any Initial Notice. All notices described in this Fining Policy shall be sent to the Owner at the Owner's last known address, as shown on the records of the Association.
3. **Certified Notice.** If the violation is not cured pursuant to the Initial Notice (or if the Association has decided not to send any Initial Notice), the Association shall send a notice to the Owner by certified mail, return receipt requested, describing the violation and demanding that the violation be cured. The Certified Notice will set forth the nature of the violation and will allow the Owner a reasonable period to cure the violation and avoid the Association levying a fine and/or pursuing legal action, unless the Owner has previously been given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. The Certified Notice will inform the Owner that the Owner has a period of thirty (30) days from receipt of such notice to request a hearing before the Board regarding the violation and that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty. The Certified Notice will inform the Owner that if the violation is not cured and the Owner does not request a hearing within such thirty (30) day period, the Association intends to levy a fine against the Owner in an amount as provided for in this Fining Policy and the Association intends to examine pursuit of its other remedies. In such regards, the Owner will be responsible for the reasonable attorneys' fees and other reasonable costs the Association may incur, and such fine, fees, and costs will be charged to the Owner's account.

If the Association has given the Owner notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, or if the Association files a suit seeking expedited relief in the form of a temporary restraining order or a temporary injunction, the Association shall not be required to send the Owner a Certified Notice.

4. **Hearing.** If the Owner makes a timely written request for a hearing, a notice shall be sent to the Owner informing the Owner as to the date, time, and place for the hearing before the Board. The hearing will be conducted in accordance with such rules and procedures as may be deemed appropriate by the Board. The hearing shall take place, even if the Owner does not attend the hearing.
5. **Remedies.** If the Owner does not make a written request for a hearing before the Board within the above-described thirty (30) day timeframe (and if the violation has not been cured), the Association may thereafter pursue its remedies. If a hearing is conducted pursuant to a proper request, the Association may pursue its remedies regarding an uncured violation after the conclusion of the hearing, unless the Association has made an agreement to the contrary. Such remedies include levying a fine and/or turning the matter over to an attorney for legal action. Even if the Association levies a fine against the Owner, the Association nonetheless reserves the right to turn the matter over to an

attorney for legal action. If this becomes necessary, it is contemplated that the Association will instruct the attorney to pursue the Association's legal remedies, including filing suit.

- 6. **Fines.** The amount of the fine to be levied by the Association is \$25.00 per month until corrected. The Association also reserves the right to increase the amount of the fine for a given violation, if deemed appropriate by the Board due to the severity, seriousness, extent, repeated or wrongful nature of the applicable violation.
- 7. **Charges to Owner's Account.** Any fines, attorneys' fees and cost incurred by the Association as a result of a violation will be charged to an Owner's account and will be secured by a lien against the Owner's lot in the Subdivision. Such amounts may be collected in the same manner as delinquent assessments pursuant to the Declaration.
- 8. **Miscellaneous.** The Association will not send any notice to the Owner in a situation in which the Association seeks expedited relief in the form of a temporary restraining order or a temporary injunction. In such situations, the Association reserves its rights to file suit and seek such relief from the court without any prior notice to the Owner and/or occupant.

CERTIFICATION

"I, the undersigned, being the President of the Association, hereby certify that the foregoing Fining Policy was adopted by at least a majority of the Board at a meeting of the Board at which a quorum was present."

**VILLAS AT LAKEWOOD PARK
COMMUNITY ASSOCIATION, INC.,**
a Texas non-profit corporation

By: *KC Sartan*
KC SARTAN, President

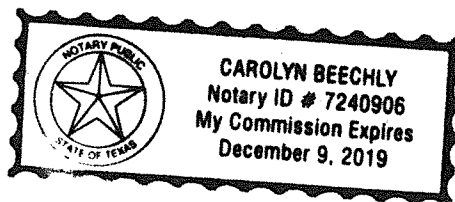
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of July, 2016, by KC Sartan, the President of Villas of Lakewood Park Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Carolyn Beechly
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5051 Westheimer, Ste. 1100
Houston, Texas 77056



RP-2016-349866

RP-2016-349866
Pages 4
08/09/2016 08:49 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-349866