

LEE RAY'S PLACE HOMEOWNERS ASSOCIATION, INC.
Covenant Enforcement and Fining Policy

WHEREAS, LEE RAY'S PLACE HOMEOWNERS ASSOCIATION, INC. (the Association) is authorized to enforce the covenants and restrictions contained in the Declaration of Covenants, Restrictions and Easements Lee Ray's Place (the "Declaration" also known as the "Covenants") and contained in the Bylaws, rules and regulations, guidelines and other standards and policies (all collectively referred to in this policy as the "Governing Documents"); and

WHEREAS, pursuant to Section of the Covenants, Conditions, and Restrictions, the Board of Directors shall have the power and authority to impose reasonable fines for violations of the governing documents, ACC guidelines or any rule or regulation of the Association which shall constitute a lien upon the Lot of the violation Owner as provided in the Declaration.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the elimination of violations found to exist in, on and about the Property, the Lots, the Streets, and the Common Areas within Ray's Pointe Homeowners Association, and the following procedures are to be known as the "Covenant Enforcement and Fining Policy" (referred to herein as the "Enforcement Policy"), which shall replace any previously adopted policy.

1. All notices shall include a picture and a time stamp of the violation in question.
2. First Violation Notice/ Friendly Reminder: A written courtesy notice will be sent to the Owner of the Lot in question as required by Texas Property Code, delivered via First Class Mail and E-Mail and given a time period of 24 hours to correct "portable" items (applies to Declaration of Covenants, Restrictions and Easements Lee Ray's Place, Article VI items 6.10, 6.12, 6.14, 6.15, 6.16, 6.17, 6.18, 6.20, 6.21, 6.22, 6.34, 6.35, and 6.36 only), or 30 days to correct all other items (applies to Declaration of Covenants, Restrictions and Easements Lee Ray's Place, Article VI items 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.13, 6.24, 6.25, 6.26, 6.28, 6.29, 6.30, and 6.31). No fine will be applied to the account with a First Notice. Owner will be notified of the next step in the process which includes the fining amount, as identified in Exhibit A, in the Second Notice.
3. Second Notice (Not Repaired/ No Application for Extension): If the situation is not cured within the time period noted in the first notice, a letter will be sent via certified mail notifying the Owner of the continued violation along with an applied fine as outlined in the Schedule of Fines "Exhibit A" plus the cost for certified mail delivery.
4. Final Notice (Not Repaired/ No Application for Extension): If after the specific time period given in the second notification, the violation continues, the homeowners will be subject to the application of a fine, as outlined in the schedule of fines "Exhibit A", to their account, plus the cost of certified delivery. Notice will be sent via certified mail, return receipt and by regular first class mail.

5. **"Damage Assessment"**: Violations that result in property damage or cause the Association to incur cleanup costs will result in a "Damage Assessment" on the homeowners account.
6. Construction without ACC Approval/ Non-Conforming Improvement: Changes done to a property without request and approval will be fined as outlined separately in the Schedule of Fines "Exhibit A" without maximum.
7. **"Appeal Process"**: If a homeowner so chooses, an appeal can be made via written request to the board within 30 calendar days of receiving the first violation notice. Within 10 days of receipt, the board will give the homeowner notice of the date within 30 calendar days from the date the request was received by the board, and the hearing should be scheduled to provide a reasonable opportunity for both the homeowner and the board to attend. Failure to submit an appeal or to appear at the scheduled hearing will result in an automatic appeal denial. The appeal ruling will determine the course of future enforcement actions.

Exhibit "A"
Schedule of Fines

Violation	Fine
“Portable Items”	\$25.00 per day after 7 days
Declaration of Covenants, Restrictions and Easements Lee Ray's Place, Article VI (applies to 6.10, 6.12, 6.14, 6.15, 6.16, 6.17, 6.18, 6.20, 6.21, 6.22, 6.34, 6.35, 6.36 only)	\$50.00 per day after 21 days \$100.00 per day after 35 days \$250.00 per day after 49 days No Maximum
Declaration of Covenants, Restrictions and Easements Lee Ray's Place, Article VI (applies to 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.13, 6.24, 6.25, 6.26, 6.28, 6.29, 6.30, 6.31 only)	\$250.00 after 30 days \$500.00 second 30 days \$500.00 every 30 days thereafter
No Maximum	
Construction without ACC Approval	\$250.00 after 14 days
Declaration of Covenants, Restrictions and Easements Lee Ray's Place, Article V	\$500.00 after 21 days
Nonconforming Improvement	\$250.00 after 14 days
Declaration of Covenants, Restrictions and Easements Lee Ray's Place, Article V	\$500.00 per day thereafter No Maximum
Uncurable - No Notice Required	\$250.00 Immediate Fine
Examples include but are not limited to:	NO NOTICE REQUIRED
- Shooting fireworks;	
- Threat to health or safety (materially affect physical health or safety of ordinary resident);	
- Noise violation not ongoing;	
- Property Damage;	
- Unrestrained Pets	

This schedule of Fines is to be used solely as a guide to the Board in establishing rules for various violations of the Association's governing documents. Fines may vary depending upon the nature and severity of the violation.

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management in consultation with the Board of Directors shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney or the process will be resumed at the last level of the process.

Forced Maintenance Procedure

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/ legal system. If allowable by law and the Association's Declaration of Covenants, all attorney's fee court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney may file notice of lien.

Other

Any structure that is portable- like a basketball or soccer goal or a trash can would need to be corrected within 24 hours from receipt of notice (please refer to articles 6.10, 6.12, 6.14, 6.15, 6.16, 6.17, 6.18, 6.20, 6.21, 6.22, 6.34, 6.35, and 6.36 in the Declarations of Covenants, Restrictions, and Easements document).