

**WOODLAND HILLS
HOMEOWNERS ASSOCIATION
DEED RESTRICTIONS ENFORCEMENT
AND FINE POLICY**

WHEREAS, the property encumbered by this Deed Restriction enforcement and fine Policy (the "Policy") is that property restricted by the Declaration of Covenants, Conditions, and Restrictions of WOODLAND HILLS HOMEOWNERS ASSOCIATION (PHASE ONE) ("WOODLAND HILLS"), recorded in Volume 04028, page 00294 Official Records, Brazos County, Texas, as same may be amended from time to time, and which is subject to the authority of (Estate of) Woodland Hills Homeowners Association, Inc. (the "Association"); and

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in the Deed Restriction; and

WHEREAS, pursuant to the Dedicatory instruments (as that term is defined in the Texas Property Code) governing WOODLAND HILLS, the Association is vested with the authority to Impose reasonable fines against Owners for violations of restrictive covenants contained in the Declaration; and

WHEREAS, pursuant to the Declaration, the Board of Directors (the "Board") of the Association hereby adopts this Policy in an effort to provide homeowners with a better understanding of the process of deed restriction enforcement and fines; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted regulations and/or policies addressing the enforcement of deed restrictions and fines as set forth herein, this Policy shall control.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

ARTICLE I: DEED RESTRICTION ENFORCEMENT, TIME PERIOD FOR CURING VIOLATIONS, AND OWNERS RIGHT TO REQUEST A HEARING

Owners will be given a reasonable time to cure violations, unless otherwise specified in the Declaration. The time period given may vary in relation to the difficulty, planning and expense associated with rectifying the violation which shall be determined in the sole discretion of the board. Specifically, violations related to Unauthorized Recreational Vehicles, Trailers, Boats, Campers, Motor Homes, Travel Travelers, Campers, Motor Vehicles, Inoperable Vehicles, and Signs will be given a minimum of 48 hours to cure; Unauthorized animals, livestock or poultry violations will be given a

minimum of 14 days to cure; Landscaping, Maintenance, Storage and Fencing violations will be given a minimum of 7 days to cure. Other violations of the dedicatory instruments will be given a minimum of 7 days to cure, provided that they are not of such a nature to pose a threat to the health or safety of the members of the Association. Additionally, the board may, in its own discretion, take into consideration the specific circumstances and the overall effect of the violation on the community when determining the time period to cure such violation, but in no event shall the Association be responsible or required to consider such factors. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board, which the Board may approve in their sole discretion.

COURTESY LETTER:

Upon verification of a violation, a Courtesy Letter may be sent to the Owner stating a description of the deed restriction violation and requesting that the Owner cure the violation within a stated time period.

DEMAND LETTER:

Either upon initial verification of a violation, or after the expiration of the time period stated in the Courtesy Letter, if one is sent, a Demand Letter may be sent to the Owner. This letter will be sent postage prepaid, via U.S. Regular mail and certified mail, return receipt requested. Depending on the severity of the violation and/or the history of previous violations on the Owner's property, this may be the first letter sent (rather than a Courtesy Letter) as determined in the sole discretion of the Board. The Demand Letter will state:

Violation: A description of the deed restriction violation(s), the action required to correct the violation(s), the proposed suspension action, proposed charge or fine and any amount due the Association;

Right to Request Hearing: Owner may request a hearing before the Board or designated committee, such request to be made in writing on or before the 30th day after the date the Owner receives the notice, and If the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board;

Timing and Notice of Hearing: If requested, a hearing shall be held not later than the 30th day after the date the Board 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 Board or the Owner, it must be granted for a period of not more than 10 days, any additional postponements may be granted by agreement of the parties;

Hearing not Requested--Timeframe to Cure Violation: If Owner chooses not to request a hearing, the violation must be cured within the timeframe 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 30-day timeframe provided to the Owner to request a hearing;

Active Military Duty: 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;

Association Remedies: Owner shall be liable for, and the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, should a hearing not be requested, after the date **by** which the Owner must request a hearing. Said attorney's fees and costs shall be charged to the Owners Assessment account. Additionally, rights to access common areas may be suspended. in addition to charging fines, the Association reserves its right under any Dedicatory instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004 (c) of the Texas Property Code, a court in such a lawsuit may assess civil

penalties of up to \$200.00 per day for each violation of a restrictive covenant; and
Certificate of Non-Compliance: A Certificate of Non-Compliance may be recorded in the real property records should the violation not be cured within the specified time frame.

SUBSEQUENT SIMILAR VIOLATIONS:

If an owner has a violation within 12 months after being sent a Demand Letter for a previous, similar violation, the Board may implement fines or suspension of Common Areas for the subsequent violation without sending another Demand Letter to Owner. In addition to the issuance of fines or suspension of common areas, the Association reserves its right under any Dedicatory instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004 (c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant; and

CASE-BY-CASE BASIS:

Nothing contained herein, not otherwise required by the Declaration, shall require the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each deed restriction violation on a case-by-case basis as it, in its best judgment, deems reasonable.

ARTICLE II: GENERAL CATEGORIES OF RESTRICTIVE COVENANTS AND FINE SCHEDULE

Fines are assessed only after a demand letter is sent, if required. Please note that the following guidelines and fines shall be applied to all Homeowners equally and without bias. All costs associated with enforcing violations will be billed to the Homeowner, including but not limited to mailing fees, admin costs, legal fees, mediation fees, etc.

Description of Violation of Restrictive Covenants	1 st Fine	2 nd Fine	3 rd Fine & Continuing
Trash and/or recycle container(s), Collection and Visible from the Street – Containers & Waste may not be set out earlier than 12 hours prior to collection and must be removed from street view no later than 12 hours after collection.	\$25	\$35	\$50
Damage to HOA property, including but not limited to common areas, fences, irrigation, and structures	\$100	\$150	\$200
Yard and/or Landscaping not maintained	\$50	\$100	\$150
Unauthorized Recreational Vehicles including but not limited to golf carts, four wheelers, side-by-sides, ATVs, Trailers, Boats, Motor Homes, Travel Travelers, Campers, Commercial Motor Vehicles	\$50	\$100	\$150
Inoperable vehicle(s) parked on street or Homeowner's Property	\$50	\$100	\$150

Fence Violation, including but not limited to improper or defective fencing materials, improper fence placement, improper specifications	\$50	\$100	\$150
Unauthorized animals, livestock, or poultry	\$50	\$100	\$150
Property, Lot, and/or Improvements not maintained	\$50	\$100	\$150
Failure to gain written approval from the Architectural Review Committee (ARC) for any property improvements/renovations (including but not limited to solar panels, fences, roof, painting exterior trim, painting front door, landscapes, swimming pools, storage sheds, etc)	\$150	\$150	\$150
Open Storage of Items on Property (ex. Ladders stored in driveway or on side of home, mulch bags or bricks stored, ect.), Clotheslines, Signs,	\$25	\$35	\$50

Other Violations not specified in the above categories, but are a violation of the restrictive covenants shall have a minimum initial fine of \$25, with corresponding fines until the Violation is cured.

For violations of the Dedicatory instruments affecting the use and enjoyment of owners, the Board may set the amount of the fine as it reasonably relates to the violation of the Dedicatory instruments and the number of owners affected by the violation.

Each day that such violation continues may be considered to be a new violation.

Fines against an Owner will be assessed against the Owner's lot. The Owner will be responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will also be assessed against the Owner's Lot.

CERTIFICATION

I hereby certify that the foregoing Deed Restriction Enforcement and Fine Policy was approved on the 15th day of February, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED this 12th day of October, 2023

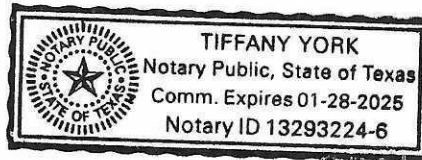
WOODLAND HILLS Homeowners Association, Inc.

By: Vanessa Ferguson
Vanessa Ferguson, Treasurer
Printed Name, Title + secretary

STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 12th day of October, 2023, by Vanessa Ferguson Secretary/Treasurer WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation and in the capacity herein stated.

Tiffany York
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
WOODLAND HILLS Homeowners Association
c/o Tiffany York, Association Services BCS
1701 Southwest Pkwy Ste 209
College Station, TX 77840