

**ENCLAVE AT MILL POINT TOWNHOME ASSOCIATION, INC.  
FINE POLICY AND SCHEDULE OF FINES**

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

WHEREAS Enclave at Mill Point Townhome Association, Inc., (hereinafter the “Association”) is the governing entity for The Woodlands, Village of Grogan’s Mill, Section 67 (also known as “Enclave at Mill Point”), an addition in Montgomery County, Texas, according to the map or plat thereof, recorded in the Plat Records of Montgomery County, Texas, under Document No. 2001111488, along with any amendments and replats thereto (hereinafter the “Subdivision”); and,

WHEREAS the Association and the Subdivision are governed by the Declaration of Covenants, Conditions and Restrictions for the Enclave at Mill Point Townhome Association, Inc., recorded in the Real Property Records of Montgomery County, Texas, under Document No. 2002094754, along with any amendments and supplements to same (hereinafter the “Declaration”); and,

WHEREAS Article XII, Section 1 of the Declaration empowers the Association, by and through its board of directors, to impose fines for violations of the Declaration and any properly-enacted rules and regulations; and,

WHEREAS Article IV, Section 2 of the Declaration provides that any fines levied by the Association shall be a charge on the land and shall be secured by a continuing lien, in favor of the Association, upon the Unit against which the fine is levied; and,

WHEREAS the Association deems it necessary and desirable to adopt a uniform schedule of fines, so as to better serve the Association’s purposes and to forward the Association’s goals, including the goal of protecting property values in the Subdivision; and,

WHEREAS such a uniform schedule of fines shall further serve the Association’s purposes by ensuring a more uniform and consistent enforcement of restrictive covenants; and,

WHEREAS this Fine Policy and Schedule of Fines fully repeals and replaces any pre-existing and/or conflicting fine policies and schedules; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association hereby adopts, establishes, and imposes on the Subdivision, the following Fine Policy and Schedule of Fines (hereinafter the “Policy”):

## FINE POLICY AND SCHEDULE OF FINES

1. **Responsibility to Obey Restrictive Covenants:** Each Owner is and shall be responsible for ensuring that the Owner, Owner's family, tenants, occupants, guests, and/or invitees, comply with the Declaration and all rules, regulations, guidelines, policies, and resolutions (collectively, the "Governing Documents") of the Association. In the event an Owner, or Owner's family member, tenant, occupant, guest, or invitee, violates any of the provisions of the Governing Documents, the Association may impose a fine as described below upon the Owner, and such fine shall be charged against the Owner's Unit, and may be collected by the Association by any legal means available to the Association under the Declaration and the laws of the State of Texas.

2. **Notices:**

- a. Except as provided for herein, before any fine is imposed, the Association shall first provide the Owner a letter by certified mail, and said letter shall provide any and all notice(s) required by Section 209.006 of the Texas Property Code, or its successor statute, and the Association shall inform the Owner of, and allow the Owner the opportunity to exercise, all rights, remedies, and opportunities, made available to the Owner under Section 209.006 of the Texas Property Code, or its successor statute, or other applicable law.
- b. The Association may, but is not required or obligated to, send courtesy notices prior to sending any certified notice required by Section 209.006 of the Texas Property Code, or its successor statute.

3. **Schedule of Fines:** In the event of any violation of the Association's Governing Documents, the Association may levy fines, as follows:

**A. Curable & Reoccurring Violations:** If the noticed violation consists of a day-to-day violation, or if the violation is of a type that is or could regularly re-occur as part of a recurring and/or repeating pattern, then the Association may levy fine if the Owner fails to cure the violation following the Association's demand that the Owner cure the violation. The Fine Schedule for such violations may be as follows:

<b><u>FIRST FINED VIOLATION:</u></b>	\$100.00, and if the violation occurs again within six (6) months of the first violation, then:
<b><u>FURTHER VIOLATIONS:</u></b>	\$200.00, and a \$200.00 fine per day until the violation is cured.

Examples of this type of violation include, *but are not limited to:* any parking violation; failing to maintain a Unit in a clean, healthy, attractive, and well-kept condition.

**B. Uncurable & Single-Occurrence Violations:** If the violation consists of an "uncurable" or single occurrence violation, the Association may levy a fine concurrent

**with sending notice to the violating Owner. The Fine Schedule for such violations may be as follows:**

**FIRST VIOLATION:** \$150.00; and if the violation occurs again within six (6) months of the first violation, then:

**FURTHER VIOLATIONS:** \$200.00, and an additional \$200.00 for each subsequent violation within six (6) months of the first violation.

Examples of this type of violation include any activity that causes a nuisance to the Subdivision's Owners, including (but not limited to) any foul or obnoxious odors, noxious or offensive activities, or dangerous conditions, that cause a nuisance to the Subdivision.

**C. Unapproved Construction/Alteration/Improvement: The Fine Schedule for unauthorized construction, modification, addition, or alteration of improvements, may be as follows:**

**VIOLATION:** \$200.00, and the Owner must immediately cure the violation; and,

**CONTINUED VIOLATION:** \$200.00, per day, until the Owner cures the violation.

Examples of this type of violation include, but are not limited to: any and all unapproved construction, modification, and/or alternation, on and/or to, Owner's Unit.

4. **Deed Restriction Violation Hearings:** If an Owner requests a hearing in response to any notice from the Association, and if said Owner is entitled to a hearing pursuant to Section 209.006 of the Texas Property Code, or its successor statute, or other applicable law, then the Association will conduct such hearing in accordance with the Texas Property Code.

5. **Fine Collection:** As provided for in the Declaration, any fines levied against an Owner shall be secured by the continuing assessment lien against said Owner's Unit. The Association may collect such fines in any manner authorized by the Association's governing documents and the laws of the State of Texas. The Association shall not foreclose on any Owner's Unit to collect an obligation consisting solely of fines, or consisting solely of fines and attorneys' fees and costs incurred to collect fines.



**E-FILED FOR RECORD**

04/03/2023 02:24PM



*L. Brandon Steinmann*

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.

**04/03/2023**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas