

JUNIPER RIDGE PK HOA, INC.

ENFORCEMENT AND FINING POLICY
AND
SCHEDULE OF FINES

WHEREAS, Section 11.2(c) of that certain certain Declaration of Covenants, Conditions and Restrictions for Juniper Ridge, dated August 25, 2021 and recorded on March 18, 2022, in the Official Public Records of Palo Pinto County, Texas as Document No. 2022-00001979 (as subsequently amended, the “Declaration”), empowers and directs the Board of Directors (the “Board”) of Juniper Ridge PK HOA, Inc., a Texas nonprofit corporation (the “Association”), to enforce rules which may include the establishment of a system of fines enforceable as a specific assessment; and

WHEREAS, the Board finds there is a need to establish orderly procedures for the enforcement of the provisions of the Declaration and the rules promulgated thereunder in order to encourage Owners to comply with the Association's governing documents; and

WHEREAS, the Board also desire to establish a system of fines as a means to enforce compliance with the Association's governing documents;

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the provisions of the Declaration and for the elimination of violations of the Declaration and the rules promulgated thereunder.

1. **PROCESS OF NOTIFICATION** - Prior to imposing a fine, the Board must give an Owner a written notice of violation and an opportunity to cure the violation. The following steps must be followed with supporting documentation kept on file:
 - A. **Notice** – When a violation is discovered, the Board shall make the Owner, and current resident if different than the Owner, aware of the discovered violation by sending written notice of the violation to the Owner and the current resident, if different than the Owner, by First Class Mail and by Certified Mail, Return Receipt Requested (the “Notice”). The Notice shall contain the following information:
 1. A description of the violation or property damage that is the basis for the suspension action, charge, or fine and a statement of any amount due the Association from the Owner;
 2. Notice to the Owner that the Owner: (a) is entitled to a reasonable period of time to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety, meaning that the violation does not threaten the health or safety of an ordinary resident unless the Owner was given notice and a reasonable opportunity to cure the same violation within the preceding six (6) months; (b) that the Owner may request a hearing under Section 209.007 of the Texas

Property Code on or before the thirtieth (30th) day after the date the written notice was mailed to the Owner; (c) 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; and (iv) the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety.

C. Uncurable and Curable Violations. For purposes of the Notice, the following are examples of acts considered uncurable under Section 209.006 of the Texas Property Code:

- (1) shooting fireworks;
- (2) an act constituting a threat to health or safety;
- (3) a noise violation that is not ongoing;
- (4) property damage, including the removal or alteration of landscape; and
- (5) holding a garage sale or other event prohibited by a dedicatory instrument.

The following are examples of acts considered curable under Section 209.006 of the Texas Property Code:

- (1) a parking violation, including parking on streets rather than in a driveway or on the Association's lot;
- (2) Trash cans left out for more than 24 hours after trash day;
- (3) Excessive occupancy (more than advertised rental occupancy);
- (4) Misuse of Common Areas;
- (5) a maintenance violation;
- (6) the failure to construct improvements or modifications in accordance with approved plans and specifications and failure to construct improvements on the timeline required by Declaration;
- (7) an ongoing noise violation such as a barking dog.

D. Notice of Fine Application for a Curable Violation - Where the Board has observed the violation uncorrected for the period of time set forth in the Notice (if the violation was of a curable nature) and has not received a written request for a hearing within the allotted thirty (30) day period set forth in the Notice, the Board shall notify the Owner, and the current resident if different than the Owner, by First-Class Mail and by Certified Mail, Return Receipt Requested, that a fine is being

applied to the Owner's assessment obligation and that their Common Area privileges will be suspended (a "Notice of Fine"). The Notice of Fine shall contain the following information:

1. A statement that the Owner's voting rights and common area privileges are suspended and a fine for non-compliance is being applied against the Owner's account for not curing the violation within the specified period of time contained in the previous notices;
 2. The amount of the fine, the date the fine will be imposed and the date privileges will be suspended;
 3. A statement that the matter may be referred to legal counsel for further enforcement measures if not cured.
- E. Remedies for Uncurable Violations. Regardless of whether the Owner chooses to request a hearing after receiving the Notice, fines, suspension of the right to utilize the Common Areas and other remedies available to the Association may be implemented immediately after mailing the Notice and a Notice of Fine may be given simultaneously with the Notice, provided however, that a statement that the matter may be referred to legal counsel for further enforcement measures if not cured shall not be necessary. The Owner shall be immediately liable for, and the Association may collect, reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association. Further, in addition to charging fines, the Association reserves the right under the Declaration and applicable law, to file a lawsuit for the recovery of damages and/or injunctive relief if necessary.
2. **HEARING/ DUE PROCESS** - The following steps should be provided in the case where an Owner has been given appropriate notice of a violation and has submitted to the Board a written request for a hearing within the specified period of time:
- A. Response to Request for Hearing - If the Owner timely requests a hearing to challenge the proposed action, a hearing before the Board (composed of not less than three (3) Board members) shall be held in executive session affording the Owner a reasonable opportunity to be heard. Such hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the written request for a hearing. The Board shall send notice to the Owner, not later than the tenth (10th) day before the date of the hearing, of a mutually agreed time, date and place of a hearing with an invitation to attend and produce any statements, evidence, and witnesses in support of the Owner's challenge to the proposed fine application or violation. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the Owner's reason for non-compliance and the results of the hearing (whether the fine is applied or not). The decision of the Board will be made in executive session after the Owner has been excused from the meeting.

- B. Notification of Hearing Decision - Within ten (10) days of the date of the hearing, the Board shall send notice as to the decision of the Board, providing a support response for their decision. Any reasonable extension of time required by the Board shall also be noted in the response.

3. **SCHEDULE OF FINES AND OTHER FEES**

- A. Fining Schedule - The imposition of fines for each violation of the Declaration will be on the following basis:

1. \$0.00 for the initial Notice of a curable violation.
2. \$100.00 for the second Notice of a curable violation.
3. \$200.00 for the third Notice of a curable violation.
4. \$300.00 for the fourth Notice of a curable violation and \$300.00 for the initial Notice of an incurable violation.
5. After a fourth Notice has been issued of a curable violation or if an initial Notice of an incurable violation has been issued, the fine set forth in subsection 4. above will accrue on a daily basis, until the violation is corrected by the Owner.
2. There is no limit to the number of fine applications for separate violations of the Declaration that may be applied.
3. Notwithstanding the fine schedule above, the Board has the authority to determine if a violation is curable or incurable and to vary the amount and duration of the fine as determined by the Board in its sole discretion, depending on the severity of the violation.

- B. Administrative and Legal Fees- Any administrative and/or attorney's fees and any related charges incurred by the Association to enforce an Owner's compliance with the Association's governing documents, including, without limitation, the administration of this policy as to a particular violation, shall become part of the violating Owner's assessment obligation. The imposition of fines will be in addition to and not exclusive of any other rights or remedies of the Association as created by the Declaration or this Policy.

4. **CURE OF VIOLATION DURING ENFORCEMENT** - An Owner may correct or eliminate a violation at any time during the pendency of any procedure prescribed by this policy. Upon verification that the violation has been corrected or eliminated, the violation will be deemed no longer to exist and the Owner will remain liable for all costs and fines under this policy, which costs and fines, if not paid upon demand, will be referred to legal counsel for collection.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be duly executed as of the day and year first above written.

DECLARANT:

PK LAKEVIEW POINT, LLC

a Texas limited liability company

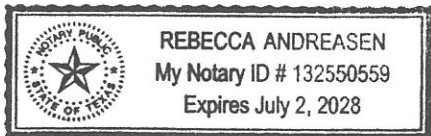
By:


Michael Alex Payne, Manager

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me to be effective on the ____ day of January, 2025, by Michael Alex Payne, Manager of PK Lakeview Point, LLC, a Texas limited liability company, on behalf of the foregoing limited liability company.





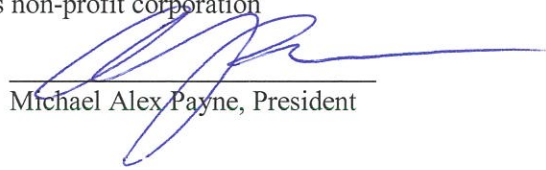
Notary Public, State of Texas

ASSOCIATION:

JUNIPER RIDGE PK HOA, INC.

a Texas non-profit corporation

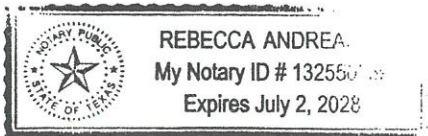
By:


Michael Alex Payne, President

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me to be effective on the ____ day of January, 2025, by Michael Alex Payne, President of Juniper Ridge PK HOA, Inc., a Texas nonprofit corporation, on behalf of the foregoing nonprofit corporation.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Leggett Clemons Crandall, PLLC
Granite Park Two
5700 Granite Parkway, Suite 950
Plano, Texas 75024
Attention: Ryan Crandall
Phone: 214-473-8686