

**CENTENNIAL PLACE (CROWLEY) HOMEOWNERS' ASSOCIATION, INC.**

**COVENANT ENFORCEMENT AND FINING POLICY**

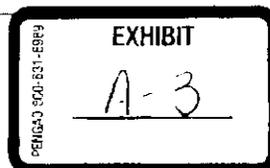
**WHEREAS**, Centennial Place (Crowley) Homeowners' Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration, the Bylaws, rules and regulations, design guidelines and other policies (hereinafter the Declaration, Bylaws, rules and regulations and design guidelines are collectively referred to as the "Governing Documents") and to impose fines for violations of the Governing Documents; and

**WHEREAS**, pursuant to Articles III and VI of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Centennial Place (the "Declaration") and in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association desires to promulgate the following rules/policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners, as authorized by Section 7.7 of 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 of the Governing Documents found to exist in, on and about the Lots and Areas of Common Responsibility within Centennial Place and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy"). This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, is seeking unpaid assessments and is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, or in the event the Association temporarily suspends an Owner's right to use common areas based upon a violation that occurred on the common areas and involved a significant and immediate risk of harm to others in the community.

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:



- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address or legal description of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. A Notice of Violation is also not required if the Act does not require it, in the case of an emergency, in the event the Board deems it necessary to file suit for a temporary restraining order or temporary injunctive relief or if the Association is seeking unpaid assessments. The Notice of Violation, if required, will state the following:

- a. The nature, description and location of the Violation, including a description of any property damage and the amount of the Association's claim.
- b. A reference to the rule or provision being violated and, if property damages are sought, the authority for recovering property damages caused by the Owner.
- c. A description of the action required to cure the Violation.
- d. The proposed sanction to be imposed.
- e. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that the sanctions will not be taken or assessed. (If the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, the Association is not required to provide the violator with the opportunity to cure in order to avoid the sanctions.)

f. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

g. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

h. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

4. Final Notice of Violation. A formal notice of the Violation and the sanction or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.

5. Request for a Hearing. If the Owner timely requests a hearing, the hearing may be held before a delegate of the Board, or in executive session of the Board, affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing. The notice of the hearing shall be sent no later than the 10<sup>th</sup> day before the date of the hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Association 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. Additional postponements may be granted by agreement of the Board and the Owner. The Association shall notify the Owner in writing of its action, within thirty (30) days after the hearing. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the thirty-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s), prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

9. Fines. Subject to the provisions of the Governing Documents, the imposition of fines will be on the following basis:

In the event that the Owner has not cured the Violation within the requested time period, has not made a timely written request for a hearing, or the Covenants Committee or Board subsequent to a hearing decides to levy a fine, then the Board of Directors may impose a fine in the amount of \$100.00 per day against the Owner and the Lot for each day that the Owner fails to cure the Violation. In the event that the Board of Directors imposes a fine against an Owner and a Lot, the Board or its delegate will send a formal notice of the imposition of a fine (the "Notice of Fine") to the Owner. The Notice of Fine will be given either by personal delivery or by certified mail, return receipt requested, at the option of the Board or its delegate.

10. Other Remedies/Sanctions. The Board may impose any sanctions or take any action listed in the Declaration and as provided by Texas law in order to enforce compliance with the Governing Documents.

11. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person

accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be deemed to have been properly delivered forty-eight (48) hours after being deposited in the United States mail, such notice bearing postage prepaid and the appropriate name and address as required herein.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

12. 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 Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the

Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefor by Management, will be referred to the Board of Directors of the Association for collection.

13. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 20, 2011 and has not been modified, rescinded or revoked.

DATE: 1-20-2011

Diana J. H.  
Secretary

//fine/fining-CentennialPlace(Crowley)

