

**COUNTRYPLACE MASTER COMMUNITY ASSOCIATION**  
**FINE POLICY AND SCHEDULE OF FINES**

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA   §

WHEREAS CountryPlace Master Community Association, Inc., (hereinafter the “Association”) is a Texas nonprofit corporation and the governing entity for CountryPlace, Sections 1-13, and CountryGrove, Sections 1-5, and CountryPlace .26706 acres, additions in Brazoria County, Texas, according to the maps or plats thereof, recorded in the Map Records of Brazoria County, Texas, under Clerk’s File Nos. 1981-038322, 1989-005475, 1991-021175, 1992-011546, 1993-024365, 1993-024364, 1995-008055, 1994-031022, 1994-031023, 1995-025796, 1996-029983, 1996-000789, 2001-020032, 1982-014750, 1982-014751, 1984-041499, 1990-033461, 1992-011547, and, Volume 301 Page 686, respectively, along with any amendments, replats and supplements thereto, and any other property under the jurisdiction of the Association (hereinafter the “Subdivision”); and,

WHEREAS the Association and the Subdivision are governed by the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for CountryPlace and CountryGrove, recorded in the Real Property Records of Brazoria County, Texas, under Document No. 2001020032 (hereinafter the “Declaration”); and,

WHEREAS the Declaration imposes restrictive covenants, on the Subdivision; and,

WHEREAS the Association is obligated to enforce the Association’s restrictive covenants; and,

WHEREAS the Association deems it necessary and desirable to adopt a new fine policy, and a new 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 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. 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 assessed against the Owner's Lot, 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. This Policy does not apply to violations of, and/or violations related to, the Association's age verification policies and procedures, violations of which are addressed in the Association's GUIDELINES FOR AGE RESTRICTION ENFORCEMENT AND VERIFICATION, which are filed for record in the Real Property Records of Brazoria County, Texas. Further, this Policy does not apply to violations of, and/or violations related to, the Association's COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC., ARCHITECTURAL GUIDELINES, which are filed for record in the Real Property Records of Brazoria County, Texas, under Clerk's File No. 2021083577. Violations of said document are addressed in that document.

3. Notice Guidelines:

- a. In the event of any violation of the Association's restrictive covenants, prior to sending any notice required by the Texas Property Code and/or its successor statute, the Association may, at its sole discretion, mail (or cause to be mailed) the violating Owner a courtesy notice, describing and detailing the deed restriction violation at issue, and requesting the violating Owner cure same within thirty (30) days (except that in the case of parking violations, the period to cure may be shorter, but in no event less than three (3) days). In the event an Owner's address, as listed in the Association's records, is different from the real property address at issue in the violation notice, the Association will send such notice to the Owner's address as listed in the Association's records and to the real property address at issue in the notice. In addition to the means discussed herein, the Association will send any violating Owner's tenant, for whom the Association has a valid email address on file, a copy of the courtesy notice via electronic mail.
- b. The Association shall in no form or fashion be obligated to send such a courtesy notice, and shall only send such courtesy notices when the violation at issue, the circumstances surrounding the violation, and the nature of the work required to cure such violation, warrant such a notice.
- c. Except as provided for herein, before any fine is imposed, the Association shall first provide the Owner a letter by certified mail (hereinafter a "209 Letter"), and

said 209 Letter shall provide any and all notices 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. In the event an Owner's address, as listed in the Association's records, is different from the real property address at issue in the violation notice, the Association will send such 209 Letter to the Owner's address as listed in the Association's records and to the real property address at issue in the notice.

- i. The Association shall charge any Owner receiving a 209 Letter the sum of thirty-five dollars (\$35.00), this being the cost to the Association for sending a 209 Letter, and the 209 Letter shall inform the Owner of this charge and will afford 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, as to this charge for the 209 Letter.

4. In the event of any violation of the Association's Governing Documents, the Association may levy fines, as follows:

- A. If the noticed violation consists of a day-to-day violation, if the noticed violation is a continuing violation, or if the noticed violation is of a type that is or could regularly re-occur as part of a recurring and/or repeating pattern, then the Fine Schedule may be as follows:**

**For Violations That Consist of Single Occurrences:**

FIRST FINED VIOLATION: \$100.00, and if the violation occurs again within six (6) months of the first violation, then:

FURTHER VIOLATIONS: \$150.00 upon each subsequent violation within six (6) months of the first violation.

**For Violations of an Ongoing/Continuing Nature:**

INITIAL FINE: \$100.00, and if the violation is not cured within thirty (30) days, then:

ADDITIONAL FINES: \$150.00 every thirty (30) days until the violation is cured.

Examples of these types of violations include, but are not limited to: failing to maintain a Lot and/or any improvement on a Lot in a clean and attractive appearance; drying clothes in public view; keeping, raising, and/or breeding livestock; posting unapproved signage; failing to properly store trash/garbage containers; failing to maintain fencing; any and all parking violations (including improperly parking of trailers, recreational vehicles, campers, and/or similar vehicles).

- B. If a violation consists of an “uncurable” single occurrence, 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: \$100.00; and if the violation occurs again within six (6) months of the first violation, then:

FURTHER VIOLATIONS: \$150.00, and an additional \$150.00 for each subsequent violation within six (6) months of the first violation.

Examples of this type of violation include, but are not limited to: burning of rubbish or trash; any nuisance activity that emits foul or obnoxious odors; violations that threaten the peace, quiet, health, and safety of the Association’s members.

5. In the event the Association levies a fine against any Owner, the Association shall notify said Owner, by certified mail, of the fact that the Association has levied a fine against the Owner, and the cost of such certified notice shall be charged to the violating Owner. Such notice shall describe and detail the violation that resulted in the fine, and shall inform the Owner that the Owner may be subject to further fines if the violation is not cured and/or if the restriction at issue is violated again.
6. All fines are due, and must be paid to the Association, no later than the thirtieth (30<sup>th</sup>) day following the date of the notice to Owner that the fine at issue was levied against the Owner’s account. In the event any fine is more than thirty (30) days past due, the Association may elect to refer an Owner to the Association’s attorneys for the collection of unpaid fines.
7. The foregoing fines are guidelines for standard fines only. The Board of Directors reserves the right to levy lesser or greater fines, to provide additional warnings or fewer warnings before fines are made, and provide more or less time for compliance, depending on the severity of the violation at issue, and its impact on the Subdivision, in the sole discretion of the Board, so long as such discretion is exercised on a uniform basis among the same violations and so long as such discretion is expedited pursuant to the laws of the State of Texas (including, but not limited to, the Texas Property Code).

8. Nothing in this Policy shall be read, understood, and/or interpreted, as limiting, hindering, abridging, modifying, and/or infringing upon, the Association’s right to engage in self-help as described and detailed in Article II of the Declaration.

9. If any violation continues and/or reoccurs without resolution, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to, initiating legal action, the costs of which action, including attorney’s fees and expenses, shall be assessed to the violating Owner, pursuant to the Declaration and Texas Property Code. .

10. This Policy fully replaces and repeals any other contrary and/or conflicting policy or policies previously adopted by the Association, except as outlined herein.

**CERTIFICATION**

“I, the undersigned, being a director of CountryPlace Master Community Association, Inc., hereby certify that the foregoing was adopted by at least a majority of CountryPlace Master Community Association, Inc.’s board of directors, at an open meeting of the board of directors, for which proper notice was given.”

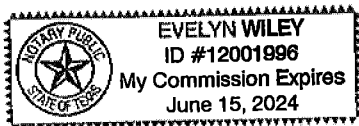
Signature: Stephen Pritchard

Printed Name: STEPHEN PRITCHARD

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA   §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Pritchard, a director of CountryPlace Master Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document, in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 19 day of April, 2022.



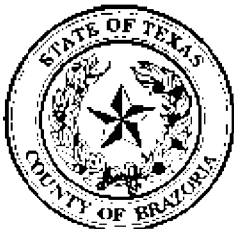
Evelyn Wiley  
Notary Public, State of Texas

# FILED and RECORDED

Instrument Number: 2022025392

Filing and Recording Date: 04/27/2022 09:19:46 AM Pages: 6 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-kaegan