

**FINE POLICY AND FINE SCHEDULE FOR
WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS Willowbridge Homeowners Association, Inc., (hereinafter the "Association") is the governing entity for Willowbridge Sections 1, 2, 3, and 4; and Stonebridge Village Sections 1, 2, and 3; subdivisions in Harris County, Texas, according to the maps or plats thereof recorded in the Real Property Records of Harris County, Texas, as follows:

Willowbridge, Section 1, under Volume 351, Page 135;
Willowbridge, Section 2, under Volume 356, Page 037;
Willowbridge, Section 3, under Volume 358, Page 086;
Willowbridge, Section 4, under Volume 364, Page 092;
Stonebridge Village, Section 1, under Clerk's File Number R253844;
Stonebridge Village, Section 2, under Clerk's File Number S134201;
Stonebridge Village, Section 3, under Clerk's File Number S418157;

(together hereinafter referred to as the "Subdivision"); and,

WHEREAS the Association and the Subdivision are governed by that certain Declaration of Covenants, Conditions and Restrictions for Willowbridge, filed for record in the Real Property Records for Harris County, Texas, under Clerk's File No. N779212, and any amendments and supplements thereto (hereinafter the "Declaration"); and,

WHEREAS Article IV, Section 4.09 of the Declaration empowers and authorizes the Association's Board of Directors to levy fines for infractions of the Association's Declaration or any rules adopted thereto; and,

WHEREAS there is a need to implement a fine policy and fine schedule for violations of the documents governing the Subdivision; and,

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 Fine Schedule:

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WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC.**

1. Each Member of the Association shall be responsible for ensuring that the Member, Member's family, tenant(s), occupant(s), guest(s) and invitee(s), comply with the Declaration of Covenants, Conditions and Restrictions for Willowbridge and all rules, regulations, guidelines, policies, and resolutions (collectively, the "Governing Documents") of the Association. In the event a Member or Member'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 Member, and such fine shall be assessed against the Member's Lot.
2. Before any fine is imposed, the Association shall first provide the Member with the notice required by Section 209.006 of the Texas Property Code, or its successor statute, and the

Association shall allow the Member the opportunity to exercise all rights, remedies, and opportunities made available to the Member under Section 209.006 of the Texas Property Code, or its successor statute, or other applicable law. A courtesy notice may, but will not always, be sent prior to any notice by certified mail required by applicable law, and the Board of Directors may give more or less time to comply with the Governing Documents, depending on the severity of the violation and its impact on the community, as determined by the Board of Directors in its sole discretion.

3. **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 Fine Schedule may be as follows:**

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

SECOND VIOLATION: \$150.00, and if the violation occurs again within six (6) months of the second violation, then:

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

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: failure to screen garbage cans; the improper storage of boats, marine craft, hovercraft, aircraft, recreational vehicles, pick-up campers, travel trailers, motorhomes, campers, or similar vehicles; failure to mow or otherwise maintain landscaping; failing to remove trash/debris from a lot; failure to perform needed exterior home repair and homelot maintenance.

4. **If the violation consists of a single occurrence or separate occurrences, the Fine Schedule may be as follows:**

FIRST VIOLATION: \$ 100.00 for the first occurrence

EACH ADDITIONAL VIOLATION: \$150.00 for the same violation if it occurs within six (6) months of the most recent violation.

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: dumping or burning of trash, rubbish or garbage on a lot or common area; nuisance activity such as objectionable noises or odors; violations that threaten the health and safety of the residents; and violations which are incurable in nature as determined in the sole direction of the Board.

5. **The Fine Schedule for unauthorized construction, modification, addition, or alteration of improvements may be in the amounts as follows and levied as follows:**

FIRST FINE: \$100.00, and the activity must cease immediately, and if the activity does not cease immediately, then:

SECOND FINE: \$150.00, and the Owner has fourteen (14) days to correct the issue, and if the Owner does not correct the issue within fourteen (14) days, then:

SUBSEQUENT FINES: \$200.00, per week, until the issue is corrected

Examples of this type of violation and Rules hereby adopted herein, include, but are not limited to: any modification, construction, addition, or alteration not approved by the Association's Architectural Control Committee pursuant to Article XIII of the Declaration.

6. **These fines are guidelines for standard fines only.** The Board of Directors reserves the right to levy lesser or greater fines, 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.
7. If any homeowner is fined more than two hundred and fifty dollars (\$250.00) within any twelve (12) month period, and if the violation remains uncured or if the fines are not paid within three (3) months of the violating being cured, the Board of Directors may involve the Association's attorneys in efforts to collect the fines and/or cure the violations.
8. A majority of the Board of Directors hereby votes to approve and agree that the managing agent shall have, and be delegated, the non-exclusive authority to initiate and continue self-help actions, with notice, in the regular course of the agent's management duties.
9. For the purposes of the Association's right to engage in self-help, any notice discussed and described above, when provided to an Owner, shall constitute the notice the Association must provide an Owner before engaging in self-help.
10. Any previous or existing fine policies, fine procedures, and fine schedules with are contrary to, or conflict with, this policy are hereby repealed and replaced and shall be of no force or effect.

CERTIFICATION

“I, the undersigned, being the Board President of Willowbridge Homeowners Association, Inc., hereby certifies that the foregoing Fine Policy and Fine Schedule was adopted by at least a majority of the Board of Directors of Willowbridge Homeowners Association, Inc., at an open Board meeting that was properly noticed to the owners and at which a quorum of the Board of Directors was present.”

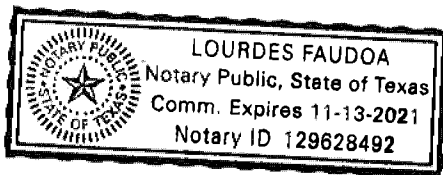
Thomas Wilson
Print Name: Thomas Wilson
President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Wilson, the Board President of Willowbridge Homeowners 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 he/she is the person who signed the foregoing document in his/her representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 22nd day of August, 2019.



Lourdes Faudoa
Notary Public, State of Texas

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Pages 5
11/14/2019 11:32 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-505841