

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY  
for  
CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

THE STATE OF TEXAS

§

COUNTY OF HARRIS

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I, David Brookshire, Secretary of Cypresswood Place Community Improvement Association (the "Association"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 23<sup>rd</sup> day of May, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy (the "Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. Article III, Section 3.5 of the Association's Declaration grants to the Association the right to levy a fine against an Owner for a violation of the Governing Documents upon giving notice to the Owner.

2. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.

3. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the Articles of Incorporation, By-Laws, guidelines and rules and regulations of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration.

**WITNESSETH:**

It is the policy of the Association to enforce its governing documents as provided below.

**Section 1. Definitions.**

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Association** - Cypresswood Place Community Improvement Association
- 1.2. **Board or Board of Directors** - The Board of Directors of the Association.
- 1.3. **Declaration** - Shall mean the Declaration of Covenants, Conditions and Restrictions and Easements of Cypresswood Place, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. P333194, as same has been or may be amended and/or supplemented from time to time, and any other property which

has been or may be subsequently annexed thereto and made subject to the authority of the Association.

- 1.4. **Governing Documents** – The Declaration, the Articles of Incorporation and By-Laws of the Association, all guidelines applicable to the Subdivision, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Harris County, Texas.
- 1.5 **Lot** – Shall mean and refer to each of the lots as shown on the map or plat of the Subdivision.
- 1.5. 1.6 **Subdivision** – Shall mean all of that certain property known as Cypresswood Place, Section One, a subdivision according to the map or plat thereof recorded under County Clerk's No. P274418 and Film Code No. 356068 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Other capitalized terms used in this Policy have the same meanings as that ascribed to them in the Declaration.

**Section 2. Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** – By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety, or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable, or a threat to public health or safety, the Board has the authority to make the determination and; therefore, to decide which enforcement procedure will be followed. Provided that, this Policy shall not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

**Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved, or the effort required to cure the violation. The Board of Directors may, but shall not be obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** – Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter shall be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the

demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the suspension, charge or fine;
- c. a specific date, which must be a reasonable period, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- e. notice 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.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of right to use Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. **Remedies** – The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**Section 4. Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.**

Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter shall be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- c. notice that 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;

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing shall be held not later than the thirtieth 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the tenth 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** – Regardless of whether the Owner chooses to request a hearing, fines, suspension of right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

**Section 5. Subsequent Violation.** If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or similar violation. The Association may impose fines or suspend the Owner's right to use Common Area without first sending another demand for compliance.

**Section 6. Fines.** Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose monetary fines against an Owner as a result of a violation pursuant to the Schedule of Fines attached hereto under **Exhibit "A"**. Any fines imposed against an Owner shall be the personal obligation of the Owner. The Board of Directors of the Association may adopt and modify from time to time a schedule of fines for various types of violations.

I hereby certify that I am the duly elected and acting Secretary of the Association and that the foregoing Governing Documents Enforcement and Fine Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this 24 day of May, 2022.

CYPRESSWOOD PLACE COMMUNITY  
IMPROVEMENT ASSOCIATION,

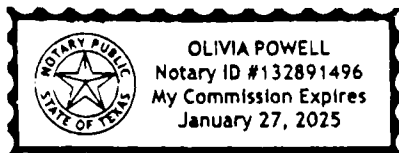
By: 

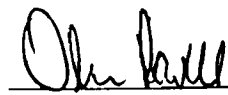
Print Name: David Bradshaw

Its: Secretary

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 24 day of May, 2022 personally appeared David Brookshire, Secretary of Cypresswood Place Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



  
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Notary Public in and for the State of Texas

RP-2022-288628