

DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

4045 Deerfield Village Drive

Houston, Texas 77084

Tel. No. 281-463-2624 / Email: dvcamgr@gmail.com

PROPERTY OWNERS' ASSOCIATION FINES ENFORCEMENT POLICY **(e.g., Including Violations & Schedule of Fines)**

- I. The name(s) of the Subdivision(s) is/are DEERFIELD VILLAGE, Sections One (1) through Six (6) inclusive, DEERFIELD VILLAGE, Section Eight (8) and DEERFIELD VILLAGE PATIO HOMES, Sections One (1), Two (2) and Three (3).
- II. The name of the Association is DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. (sometimes referred to herein as the "Association").
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, recorded in the Map or Plat Records of Harris County, Texas, is as follows:

Map(s) or Plat(s) Records of Harris County, Texas:

Deerfield Village, Section One - Volume 229, Page 1.
Deerfield Village, Section Two - Volume 237, Page 44.
Deerfield Village, Section Three - Volume 256, Page 31.
Deerfield Village, Section Three Replat - Volume 290, Page 50.
Deerfield Village, Section Four - Volume 257, Page 13.
Deerfield Village, Section Five - Volume 306, Page 136.
Deerfield Village, Section Six - Volume 343, Page 40.
Deerfield Village, Section Eight - Volume 308, Page 146.
Deerfield Village Patio Homes, Section One - Volume 235, Page 124.
Deerfield Village Patio Homes, Section Two - Volume 243, Page 142.
Deerfield Village Patio Homes, Section Three - Volume 243, page 149.

- IV (a). The recording data for the Declaration (which may be referred to as the "Declaration," the "Restrictions," the "Deed Restrictions," the "Protective Covenants," the "Restrictive Covenants," the "Covenants, Conditions and Restrictions," the "Restrictions and Covenants" or the "CC&Rs") for each Section of the Subdivision, including Amendments, Modifications and/or Supplements as applicable, is as follows:

Declarations (Deed Records of Harris County, Texas):

Deerfield Village, Section One - Clerk's File No. E565236.
Deerfield Village, Section Two - Clerk's File No. E824180.
Deerfield Village, Section Three - Clerk's File No. G961226.
Deerfield Village, Section Four - Clerk's File No. F761973.
Deerfield Village, Section Five - Clerk's File No. J123883.
Deerfield Village, Section Six - Clerk's File No. M276167.
Deerfield Village, Section Eight - Clerk's File No. L792807.
Deerfield Village Patio Homes, Section One - Clerk's File No. E807466.
Deerfield Village Patio Homes, Section Two - Clerk's File No. H029605.
Deerfield Village Patio Homes, Section Three - Clerk's File No. J551385.

- IV (b). The recording data for the "Community Services Charge" for each Section of the Subdivision, including Amendments, Modifications and/or Supplements as applicable, is as follows:

Community Services Charge (Deed Records of Harris County, Texas):

Deerfield Village, Section One - Clerk's File No. E564713.
Deerfield Village, Section Two - Clerk's File No. E564713.
Deerfield Village, Section Three - Clerk's File No. E564713.
Deerfield Village, Section Four - Clerk's File No. E564713.
Deerfield Village, Section Five - Clerk's File No. E564713.
Deerfield Village, Section Six - Clerk's File No. E564713.
Deerfield Village, Section Eight - Clerk's File No. E564713.
Deerfield Village Patio Homes, Section One - Clerk's File No. E764216.
Deerfield Village Patio Homes, Section Two - Clerk's File No. E764216.
Deerfield Village Patio Homes, Section Three - Clerk's File No. E764216.

- V. **FINES ENFORCEMENT POLICY (INCLUDING SCHEDULE OF FINES):** This document sets forth Deerfield Village Community Association, Inc.'s (Association)'s Policy for imposing disciplinary actions (including a Schedule of Fines) for violations of the Association's Architectural Control Guidelines and Maintenance and Use Guidelines (together referred to as Guidelines) and Governing Documents, including Association's Amended Bylaws ("Bylaws"), Protective Covenants (including "Community Service Charge" relating to the authority of "enforcement of the restrictions"), Declarations, and Association's Regulations and Rules. Pursuant to the authority vested in the Association's Board of Trustees (the "Board," sometimes referred to as the Board of Directors) and under the Texas Property Code, Section 209.0061, Section 209.0094, Section 204.009 and Section 204.010(a)(20), (21) ("exercise other powers necessary and proper for governance and operation of the property owner's association"), the Board hereby considers and adopts the Fines Enforcement Policy (including Schedule of Fines) as follows:

1. **Authority of the Association's Board of Directors.** The Board, pursuant to the By-Laws, the Certificate of Incorporation (or Articles of Incorporation), Declarations and Protective Covenants, and various sections of the Texas Property Code applicable to the Association, has the authority to adopt and establish the Guidelines, rules, regulations and policies (collectively "Rules") governing the use of Common Area, lots, properties, and facilities within Deerfield Village, the personal conduct of Members, tenants and guests, and to take steps as it deems necessary for the enforcement of such Rules and the Association's Governing Documents.
2. **Member Responsibility.** Each homeowner is a Member of the Association and is responsible for complying with the Governing Documents and the Rules. Each homeowner is required to provide to the Association Office the owner's email address, and telephone number. Unless provided by law or Court Order, such identification information shall be kept confidential by the Association Office unless the owner agrees to release or consent to use such information. Owners are required to give their tenants, if any, either copies of, or provide directions in finding, the Governing Documents and the

Rules (after they have been adopted) by accessing the Association's website. Owners are also responsible for ensuring that their tenants, invitees, guests, and occupants comply with the Governing Documents and the Rules. In the case of violations by tenants, invitees, guests and occupants who are not Members of the Association, the Association will notify the homeowner. Any Association imposed fines for non-compliance or Reimbursement Assessments will be imposed against the homeowner-Member.

3. **Notice.** Before any fine is imposed to a homeowner, the homeowner shall be notified by the Deeds Committee for any violation of Protective Covenants or Declaration, the Rules or the Guidelines. In all cases, the homeowner shall be notified by two (2) letters of warning before any fine is imposed. Each notified letter will provide that the homeowner has ten (10) days to correct the violation. If additional time is needed by the homeowner to correct the violation, the homeowner is to promptly contact the Manager of the Association to request additional time to correct the violation as necessary. The Association, in its sole discretion, may allow additional time for the homeowner to correct the violation. If the Association determines that any third letter of infraction is needed, the Association will automatically impose a fine. Each violation notice letter shall:

- a. Identify the Governing Document provision, the Rules or Architectural Guideline that has been violated;
- b. Describe the nature of the violation;
- c. Specify the date by which the owner must cure the violation if the violation is of curable nature and does not pose any threat to public health or safety;
- d. Any third letter imposing a fine shall be sent to the owner by both a regular U.S. Mail and a Certified Mail Receipt;
- e. If a resident has special rights or relief related to the enforcement action under federal laws, including Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), and is on active military duty, the resident shall inform the Association of such rights; and
- f. Describe the intended fine or other sanction(s), such as a loss of privilege or suspension of rights.

If the Member's failure to correct a violation results in the expenditure of funds by the Association to correct the violation (e.g., such as by attorney legal action on behalf of the Association), the notice shall also state that the Association may levy a Reimbursement Assessment if the Board finds that a violation has occurred. The notice shall either be given personally to such Member or sent by first-class or certified mail to the last known address for the Member shown on the Association's records.

4. **Hearing.** If a homeowner has been assessed a fine, such owner has the right to appeal the fine to the Board within thirty (30) days of the date of the imposition of fine, the date of

the third letter. If the fine is not appealed, the imposed fine amount is final. The hearing shall be conducted by the Board. The Member is entitled to attend the hearing and to address the Board. The Member is allowed to present evidence and testimony on his or her behalf and shall have the right to question the witnesses against him or her and examine all evidence presented. The Board is entitled to question all witnesses. If the Member presents evidence of a reasonable cause for failure to timely correct the violation, the Board may consider extenuating circumstances on a case-by-case basis to mitigate any fine in any manner. The Board shall have the exclusive power and authority to impose any fine or disciplinary action. The information regarding hearings is additionally described by Sections 209.006 and 209.007, Texas Property Code. The Association shall hold a hearing under that section not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the hearing not later than the 10th day before the date of the hearing.

5. **Imposing Disciplinary Action.** The Board may impose one or more sanctions if it determines at the meeting that a Member or his or her tenant, invitee, guest or occupant has committed a violation of a particular provision of the Governing Document, the Rules, or the Guidelines. This action may be imposed even if the Member does not appear at the hearing when scheduled or does not submit any written explanation to the Board at or before the time scheduled for the hearing.

As provided by the Associations By-Laws and the Enforcement Policy Regarding Fines (including Schedule of Fines), disciplinary action may include loss of good standing, suspension of other rights, and/or monetary penalties (i.e., fines) as follows:

- a. **Suspension of Certain Rights.** Suspension of the Member's and/or Resident's right to use Common Areas and/or recreational facilities for so long as the Member remains in default of any payment or for such period as may be specified by the Board if the violation involves misbehavior related to the Association's Common Areas and/or the recreational facilities.
- b. **Monetary Penalties i.e., Fines.** Fines are imposed in accordance with the Association's Schedule of Fines. In the case of continuing violations, such as architectural violations, the Board may impose additional disciplinary action once every thirty (30) days until the violation is remedied, provided that procedural requirements are followed. Repeated or habitual violations within a 30-day period, such as parking violations, shall not constitute a continuing violation but shall be a separate violation for each occurrence, and disciplinary action may be imposed for each and every separate violation.

6. **Notice of Board's Decision After Hearing - Effective Date of Sanction.** The Board shall notify the Member of its decision, in writing (which notice may be by e-mail), within fifteen (15) days after the hearing. An Association imposed fine or Reimbursement Assessment shall become Effective and Due no sooner than five (5) days

after the date of the hearing; however, in the event a hearing is not requested, the fine is Effective when the fine was initially imposed and/or when the Reimbursement Assessment charge occurred.

7. **Deeds Committee.** The Board appointed “Deeds Committee,” as authorized and directed by the Board, has the authority to investigate alleged violations and meet with the alleged violator and complaining parties (if any). The Deeds Committee may make findings (as to whether a violation has occurred) and may provide recommendations to the Board concerning sanctions. However, the final determination on whether a violation has occurred and the decision to impose sanctions (including the type of sanction(s) that will be imposed, if any) shall be ultimately made by the Board.
8. **Payment of Fines.** Fines (also known as “monetary penalties” or “Enforcement Assessments”) are due when imposed and are deemed delinquent if not paid within fifteen (15) days after they are due. All sums payable hereunder by a Member shall bear interest at the rate of 6% per annum commencing on the date the said sums become delinquent. The Association may commence a lawsuit to compel payment of delinquent fines and to recover attorney’s fees and costs of enforcement.
9. **Schedule of Fines.** The Schedule of Fines adopted by the Board is either set forth herein or attached hereto, and made a part of this Enforcement Policy Regarding Fines Policy.
10. **Additional Corrective Measures; Reimbursement Assessment.** The imposition of fines and suspension of use rights are in addition to the requirement that Members comply with the Governing Documents. Compliance may include, but is not limited to, correcting, repairing or replacing non-complying conditions, all at the Member’s expense by, for example, levy of a Reimbursement Assessment against such Member. A Reimbursement Assessment may also occur when an attorney or other person may be hired to facilitate correction of the violation of the restrictions, any remediation, any effort of collection or perfecting any rights of the Association, including liens, in connection with the Enforcement Policy Regarding Fines (including Schedule of Fines).
11. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the governing documents to enforce the provisions of the Association’s Governing Documents and the Rules. These remedies include, but are not limited to, requesting alternative dispute resolution, such as mediation, the right of entry to correct a violation, or bringing an action in court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.
12. **Guidelines Also Apply.** Any violation of the Deerfield Village Community Association Architectural Guidelines and Maintenance and Use Guidelines also applies to the holding of hearings and imposition of fines and other sanctions against Members.

13. **Liens.** The Association may secure recovery of any fines imposed and any costs of enforcement by recording of a lien or liens to the extent permitted by law; provided, however, that any such lien for fines is not forecloseable as to homestead property.
14. **Association's Enforcement.** Failure by the Association to enforce any provision of the governing documents shall in no event be deemed a waiver of the right to do so thereafter.
15. **Amendment of Policy.** As provided in Section 204.010, Texas Property Code, the Board may amend this Policy without providing advance notice to the Owners if an amendment is required by law or needed to conform to a particular provision or provisions of this Policy to changes in applicable statutory law. The Governing Documents are contractual in nature. To ensure compliance with the Governing Documents of Deerfield Village Community Association, Members may be fined for violations of the restrictions (i.e., Protective Covenants and Declarations), the Guidelines, or the Rules.

The Association's Board of Directors has adopted this Schedule of Fines, which will be in effect until changed by action of the Board of Directors. Any violation of the Governing Documents either by a Member or a Member's tenant, invitee, guest or occupant shall be subject to the following fines:

Category of Violation	First Violation	Second Violation	Third + Subsequent Violation
Architectural	\$25.00	\$50.00	\$100.00
Automotive, Dumpsters	\$25.00	\$50.00	\$100.00
House Maintenance	\$25.00	\$50.00	\$100.00
Yard Maintenance	\$25.00	\$50.00	\$100.00
Excessive Noise, Nuisance	\$25.00	\$50.00	\$100.00
Signs in Yard	\$25.00	\$50.00	\$100.00
Business at Home	\$25.00	\$50.00	\$100.00
Safety and Health Hazard	\$50.00	\$100.00	\$200.00
Trash Cans in view, etc.	\$25.00	\$50.00	\$100.00
Vandalism	\$50.00	\$100.00	\$200.00
Any other violation of restrictions	\$25.00	\$50.00	\$100.00
Not named herin or categorized	\$25.00	\$50.00	\$100.00

However, notwithstanding the above-described Schedule of Fines, in no event may a homeowner be assessed a fine greater than the combination sum of \$1,000 per calendar year.

CERTIFICATION

"I, the undersigned, being the President of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., hereby certify that the foregoing Association's Fines Enforcement Policy was adopted by at least a majority of the Association's Board of Directors, and such Policies/Guidelines have never been modified or repealed, and are now in full force and effect."

**DEERFIELD VILLAGE COMMUNITY
ASSOCIATION, INC.**

By: 
ERIC JEAN-PAUL TOUREILLES, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

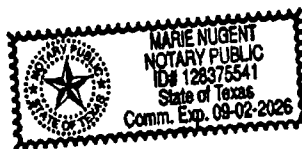
BEFORE ME, A NOTARY PUBLIC, on this day personally appeared ERIC JEAN-PAUL TOUREILLES, President of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24 day of 2024 January 2024.



**NOTARY PUBLIC IN AND FOR THE STATE
OF TEXAS**

After recording, return to:
Deerfield Village Community Association, Inc.
4045 Deerfield Village Drive
Houston, Texas 77084



RP-2024-29026
Pages 8
01/29/2024 09:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$49.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-29026