NAPA OAKS SUBDIVISION
FINE AND ENFORCEMENT POLICY

STATE OF TEXAS §
§
COUNTY OF BEXAR §

1. Violation Policy and Penalty. Violation of any of the Governing Documents, as defined herein, as amended from time to time and any policies, rules, and regulations which may be adopted from time to time by an individual Owner, resident, or tenant shall result in the following actions and penalties:

A. Curable Violations: For violations that are not a threat to public health or safety of an ordinary person, a warning will be issued in writing to the Owner and the violating resident or tenant, if known. The warning, which may be in the form of either a ticket, if applicable, or a letter, shall advise the Owner of the violation and the action required to cure the violation by a specified date, which shall not be less than ten (10) days from the date of the notice, determined by the Board of Directors or the Association's Architectural Review Authority ("ARA"), as defined by TEX. PROP. CODE § 209.00505 (also known as the Architectural Control Committee), as applicable, in their sole discretion. Additionally, depending on the severity of the violation, the Association may elect to notify parents for violations by minors, suspend Owners' privileges, notify law enforcement, tow vehicles from private streets, if applicable, and/or common areas, file criminal charges, seek civil penalties, assess fines, if permitted by the Association's Governing Documents, or pursue other remedies the Association deems appropriate. At the discretion of the Board of Directors or the ARA, as applicable, if the violation is a first-time offense of committing a curable violation as defined by the TEX. PROP. CODE § 209.006 and not cured by the specified date contained in the first notice, a second notice requesting compliance within ten (10) days of the date of the notice or by a specified date determined by the Board of Directors or the ARA, as applicable, may be issued to the Owner in writing. If the Owner fails to cure the violation as required by the date specified in the notice(s), the Association shall provide the Owner the statutory notice required under the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006, as it may be amended from time to time, and as applicable. The statutory notice shall inform the Owner of Owner's right to cure the violation and avoid the fine or suspension of privileges unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. In such event, no additional opportunity to cure will be given before assessing a fine. After the Owner has had a reasonable opportunity to cure and the Owner fails to do so, the Owner shall be fined in accordance with the terms herein. The Owner shall be advised of Owner's right to a hearing under TEX. PROP. CODE § 209.007, as well as special rights or relief Owner may have under federal law if the Owner is serving on active military duty.

For the purposes herein, a violation is considered curable if the violation is a continuous action which can be remedied by affirmative action on the part of the violator. Examples of acts considered curable for purposes herein include, but are not limited to:

- a parking violation;
- a maintenance violation;
- failure to maintain landscaping;
- failure to abide by adopted policies;
- ongoing lighting or noise nuisance;
- the failure to construct improvements or modifications in accordance with the approved plans and specifications; and
- an ongoing noise violation such as a barking dog or loud or offensive music.

B. Uncurable Violation: For an uncurable violation, the Association shall not provide an Owner an opportunity to cure the violation before assessing a fine. If a fine is assessed by the Association, the Association shall provide notice to the Owner of the basis for the assessment of the fine, the fine amount, and the right to a hearing under TEX. PROP. CODE § 209.007.

For the purposes herein, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. In such cases, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. Examples of acts considered uncurable for purposes herein include, but are not limited to:

- an act constituting a threat to health or safety;
- a noise violation that is not ongoing;
- the failure to obtain architectural approval before the commencement of work;
- Common Area damage; and
- holding a garage sale or other event prohibited by a dedicatory instrument.

Notwithstanding the foregoing, the Association reserves the right to seek injunctive relief at any time, regardless of the provisions herein requiring notice for violations if the violation:

- constitutes a material danger to persons or property,
- will cause irreparable harm to persons or property, or
- is a nuisance as determined by the Association in its absolute sole discretion.

For the purposes herein, if distinctly different, multiple violations shall be separate violations for purposes of assessments of fines. If multiple violations occur on an Owner's Lot or Property, the calculation of the number of violations that have occurred shall be based on the number of violations per address and not by each individual residing or visiting at such address.

C. Assessment of Fines: Owners shall be subject to the fines set forth in Exhibit "1" attached hereto, if the Owner fails to cure the initial violation after being sent the required statutory notice or for any subsequent similar violations. The terms and procedures set forth in this Fine Policy are an outline of the actions of the Association and/or its management company for the enforcement of the covenants, conditions, restrictions, policies and rules contained in the Governing Documents; provided however, the Association and/or its

management company is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Texas Property Code. Compliance with the terms and procedures in every enforcement action is not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Texas Property Code. As permitted by TEX. PROP. CODE § 209.006, the Board reserves the authority to levy a fine from the attached schedules of fines that may vary on a case-by-case basis depending on the facts, circumstances, and the severity of the violation. The Board of Directors, at its sole discretion, may increase or decrease the fines depending on relevant facts and history, for example, number of prior violations, severity of violations, multiple simultaneous violations, length of time to cure, cooperation of Owner, or any other applicable information.

2. Penalties Responsibility of Owner. All fines will be assessed to the Owner's account and will be payable to the Association within thirty (30) days of the date of billing. Fines shall be limited to a maximum of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) for each six (6) month period commencing as of the date of the discovery of the first violation which initiates the assessment of a fine for a specific violation. The limitations shall be exclusive of attorney's fees and costs incurred by the Association for enforcement.

3. Attorney's Fees. If the Association is compelled to retain an attorney for the collection of fines or the enforcement of the Governing Documents, the Owner shall be charged with all attorney's fees, costs, and expenses subject to the limitations of the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006 and § 209.008, as it may be amended from time to time.

4. Non-Exclusive Remedies. The imposition of the monetary penalties provided herein shall not be construed as an exclusive remedy, and shall be in addition to all other rights and remedies to which the Association may otherwise be entitled including, without limitation: the filing of an Affidavit of Non-Compliance in the Official Public Records of Bexar County, Texas; towing, if applicable; suspension of Owner's privileges; and/or, the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.

5. Violation by Resident, Tenant, or Agent. A violation by a resident, tenant, guest, or agent of the Owner shall be treated as a violation by the Owner of the Property. All monetary penalties shall be billed to the Owner.

6. Right to Hearing. An Owner who has received a statutory notice of a violation in accordance with TEX. PROP. CODE § 209.006 has a right, pursuant to TEX. PROP. CODE § 209.007, to request a hearing before the Board of Directors to discuss and verify facts and resolve matters in issue related to the violation, provided the Owner is entitled to an opportunity to cure the violation as provided for in TEX. PROP. CODE § 209.006(b)(2)(A). The right of an Owner to request a hearing to discuss a violation of the Governing Documents does not apply if:

i. the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action; or

ii. the temporary suspension of an Owner's right to use common area is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

7. Appeal Process. The process of appeal for Owners entitled to a hearing as stated in Section 6 above shall be:

i. On or before the thirtieth (30th) day after the date written notice of the violation is mailed to the Owner in accordance with TEX. PROP. CODE § 209.006, Owner shall submit a written request to the Association for a hearing. All requests for a hearing must be mailed, hand delivered or electronically delivered to the Association's address on the most recently filed management certificate. The Owner should verify receipt by Association if no response is received within a reasonable timeframe.
ii. The Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request for hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing.
iii. Not later than ten (10) days before the Association holds a hearing for an enforcement action related to a violation of the Governing Documents, the Association shall provide the Owner with an "evidence" packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. The evidence packet shall be provided by mail, hand delivery or electronic delivery. If the Association does not provide an evidence packet within the described timeframe, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.
iv. The Board or 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 parties.
v. The Board of Directors may elect to conduct the hearing at a regular or a special called meeting with notice to the membership in accordance with TEX. PROP. CODE § 209.0051, as amended.
vi. If either party intends to make an audio recording of the hearing, notice of such intent shall be provided to the other party prior to the commencement of the hearing.
vii. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
viii. The Board of Directors shall issue its written decision on the Owner's appeal within fifteen (15) days of conducting the hearing. The written decision shall include the final decision and any further curative action to be taken by Owner, if any.

8. Prior Policies Superseded. This Policy shall supersede and be in full and complete substitution of prior policies of the Association relating to fines and enforcement procedures.

Exhibit 1

Napa Oaks Homeowners Association Fining Schedule

Effective Date: 05/01/2025
Approved by: Napa Oaks HOA Board

1. Purpose

This policy establishes the fine schedule and enforcement procedures for violations of the governing documents of Napa Oaks HOA, in accordance with Texas Property Code Chapter 209.

2. Notice and Opportunity to Cure

Before a fine is assessed, the HOA must provide the owner with:

1. Written Notice of Violation – Sent via certified mail, return receipt requested, and also by regular mail or email if available. The notice must include:
   - o The specific violation.
   - o The amount of the proposed fine.
   - o A deadline to correct the violation (if applicable).
   - o The owner's right to request a hearing before the board.
2. Cure Period – If the violation is curable, the owner has at least 30 days to correct it before a fine is imposed.
3. Hearing Rights – If the owner requests a hearing within 30 days of receiving the notice, no fine will be imposed until after the hearing is held, and the board has made a decision.
4. Fine Schedule

Curable:

Violation Type	Initial Fine	Recurring Fine (if not cured)	Recurrence Frequency
Landscaping Violations	$25	$10 per day	Daily
Parking Violations	$50	$15 per day	Daily
Trash/Recycling Violations	$25	$10 per day	Daily
Architectural Violations	$50	$25 per week	Weekly
Noise Disturbances	$50	$50 per occurrence	Per Violation
Short-Term Rental Violations	$50	$50 per day	Daily
Pet Violations (e.g., leash rule)	$50	$10 per occurrence	Per Violation

(Note: The HOA board may adjust fines based on severity, repeat offenses, and compliance history.)

Non-Curable:

Violation Type	Initial Fine	Recurring Fine	Recurrence Frequency
An act constituting a threat to health or safety	**$50**	**$50 per occurrence**	**Per Violation**
A noise violation that is not ongoing	**$50**	**$50 per occurrence**	**Per Violation**
The failure to obtain architectural approval before the commencement of work	**$50**	**$50 per occurrence**	**Per Violation**
Common Area Damage	**$50**	**$50 per occurrence**	**Per Violation**

(Note: HOA Property damages including common area repair costs are borne by the homeowner responsible for violation.)

4. Collection of Fines

- Fines may be added to the owner's account and included in the next assessment bill.
- Unpaid fines may result in further enforcement actions, including suspension of HOA privileges and legal action.
- Fines cannot become a lien on the property per Texas law.

5. Enforcement & Appeals

- Owners may submit written appeals within 30 days of receiving a fine notice.
- The board will review appeals during a hearing and provide a written decision within 10 days of the hearing.

6. Amendments

This policy may be amended by the HOA board as necessary, provided changes comply with
Texas law and are properly communicated to homeowners.
Napa Oaks Homeowners Board

The foregoing was approved by majority vote of the Board of Directors of the Association at a duly called meeting with the Board with notice to, and open to attendance by, all Members of the Association, as certified by the signatures of the President and Secretary of the Association below.

Signed the 26 day of April, 2025.

THE NAPA OAKS OWNERS ASSOCIATION, INC., A Texas non-profit corporation

Denise Flores

By: Denise Flores, its President

By: Ana Kubiak, its Secretary

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Denise Flores, President of The Napa Oaks Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it

Given under my hand and seal of office the 26 day of April, 2025.

DINA S DUMLER
Notary Public, State of Texas
Comm Expires 11-11-2026
Notary ID 134060914

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Ana Kubiak, Secretary of The Napa Oaks Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 26 day of April, 2025

DINA S DUMLER
Notary Public, State of Texas
Comm Expires 11-11-2026
Notary ID 134060914

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
The Napa Oaks Owners' Association, Inc.
c/o Tom L. Newton, Jr.
ALLEN, STEIN & DURBIN, P.C.
6243 IH 10 West, Suite 700
San Antonio, TX 78201

5853 001/2699248

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20250075600
Recorded Date:	April 29, 2025
Recorded Time:	8:30 AM
Total Pages:	9
Total Fees:	$53.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/29/2025 8:30 AM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk