

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
Y O LAND OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF KERR §

I, Janet Balke, Secretary of Y O Land Owners Association, Inc. (the "**Association**"), certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 17th day of October, 2020, 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 ("**Policy**") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Section 9(d) of the Declaration provides that the Board has the power and authority to enforce provisions of the Declaration and any rules made thereunder.
2. Section 7(c)(3) of the Declaration states that the Architectural Control Committee, under Board direction, shall be responsible for enforcing the architectural and construction provisions of the Declaration.
3. Section 7(d)(2) of the Declaration states that the Wildlife Committee, under Board direction, shall be responsible for enforcing the wildlife provisions of the Declaration.
4. Section 9(h) of the Declaration provides that the Board has the authority to submit a schedule of fees and fines proposed by the Committees to the Members for approval at a regularly scheduled general meeting.
5. Section 10 of the Declaration additionally provides that, after approval by the Board, fees, fines, and special assessments must be approved at a regularly scheduled general meeting of the Members. The approved fees, fines, and special assessments will be printed and distributed to the Members.
6. Exhibit "A" to this Policy provides the amounts of the fees, fines, and special assessments approved by the Members in accordance with the Declaration.
7. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
8. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Governing Documents of the Association consistent with Section 209.006 of the Texas Property Code.

9. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Declaration** - Covenants, Conditions and Restrictions for The YO Ranchlands recorded in the Official Public Records of Real Property of Kerr County, Texas under Clerk's File No. 19-08852, as amended and supplemented.
- 1.2. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, 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 incurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or incurable 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 will 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 is not 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, or as the initial notice, 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 must be sent by certified mail or 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 must 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 enforcement action, 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 enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, 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 30th 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 will be held not later than the 30th 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 10th 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 the right to use the Common Area and Facilities, 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 is 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 and Facilities may be suspended.

Section 19 of the Declaration, in relevant part, provides that as a condition to filing suit, the potential parties to such suit will conduct mediation in accordance with the mediation procedures provided in the Texas Civil Practice and Remedies Code.

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 must be sent by certified mail or 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 must 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 enforcement action, 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 30th 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 must be held not later than the 30th 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 10th 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 requests a hearing, fines, suspension of the right to use the Common Area and Facilities, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' 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 and Facilities may be suspended.

Section 19 of the Declaration, in relevant part, provides that as a condition to filing suit, the potential parties to such suit will conduct mediation in accordance with the mediation procedures provided in the Texas Civil Practice and Remedies Code.

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 a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area and Facilities 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 reasonable monetary fines against an Owner in accordance with the Member-approved amounts listed in the attached Exhibit "A" until the violation is cured if of a curable nature. Any fine levied by the Association is the personal obligation of the Owner.

[The remainder of this page was intentionally left blank.]

Exhibit "A"

Fees, Fines, and Special Assessments

Wildlife

Fees:

None	
------	--

Fines:

Violation of YOLA hunting Rules and Regulations INCLUDING harvest quotas, Section 2, (n), 1 & 2.	Section 2, (n), 3 PLUS Up to \$2,000 / occurrence
Blinds and Feeders/Feeding in violation Section 2, (k) 1, 2 and (n), 6	Up to \$1000 / occurrence

Permits required: those required under Section 2, (n), 4 (d)

Fire and Emergency Response

Fees:

None	Burn services/support available for a fee.
------	--

Fines:

Fire in violation of Section 2, (n) or Kerr County Burn Ban	Up to \$500 per occurrence PLUS materials/costs for YOLA and/or involved fire department(s).
---	--

Permits required: None

Portable Housing

Fees:

None	PERMIT REQUIRED Section 2, j
------	------------------------------

Fines:

Failure to Obtain a Permit	Up to \$100 / day after notice
Failure to Remove Portable Housing in a Timely Manner after notice	Up to \$100 / day

Permits required: PORTABLE HOUSING PERMIT REQUIRED Section 2, j
(SELF-SERVICE VEHICLE ID Permit)

Architectural Control

CONSTRUCTION PERMITS required in almost every case Section 2, (e)

Fees:

Residential Living Space	\$1.00 / Square Foot (includes typical Heavy Trucks for original permit only)*
Non-residential Space	\$0.50 / Square Foot (includes typical Heavy Trucks for original permit only)*

Fence and Gate Construction	\$0.00 (subject to Heavy Truck Fees below)
-----------------------------	--

Fines:

Construction Started Without Permit	Up to \$1000 / Occurrence plus fee
-------------------------------------	------------------------------------

CONSTRUCTION PERMITS required in almost every case Section 2, (e)

Infrastructure

*Typical Heavy Truck fees included in original construction permits only, as described above

Fees:

Heavy Truck road use fee Section 7 c), 1, (c)	Gross Vehicle Weight (GVW)	
	0-12	No Fee
	12-14	\$3
	14-18	\$9
	18-25	\$27
	> 25 tons	contact YOLA per round trip
Caliche purchase from YOLA owned pit	\$10 per cubic yard plus above fee No charge for caliche to be used on Secondary roads	

Fines:

Operating heavy truck without appropriate permit and payment of appropriate fee.	Up to \$500 per occurrence PLUS payment of fee.
Improper use of TRASH TRAILER; allowing contractor to use for construction trash or disregard of posted instructions	Up to \$500 per occurrence PLUS any fees or fines incurred by YOLA in disposing of disallowed trash (hazardous material, etc)

Permits required: Heavy Trucks (or trailer combo) greater than 12 tons combined GVW capacity requires a permit "VEHICLE ID", Section 7 c),1, (c).

YO Ranch / Landowner Relations (Approved 10/2004)

Fines:

Actions by individual landowner, family or guests and/or landowners contractor(s) inconsistent with the then published <u>YO Ranch Guidelines for Landowners</u> as reported by YO Ranch management in writing.	Up to \$1500 per occurrence PLUS any other remedies at law or in the CC&Rs.
---	---

Commercial Business Permit (Approved 4/2007)

Fees:

Operation of a Commercial or Mercantile Business Permit	\$0
---	-----

Fines:

Operation of a Commercial or Mercantile Business without permit	Up to \$100 per day following notice
---	--------------------------------------

Permits required: Commercial Business Permit Required Section 2, a

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by not less than 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 Kerr County, Texas.

TO CERTIFY which witness my hand this 12 day of November, 2020.

Y O LAND OWNERS ASSOCIATION, INC.

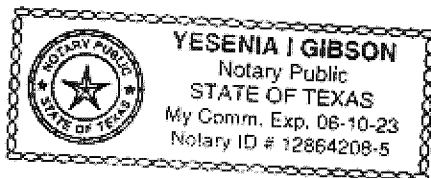
By: 

Printed: Janet Balke

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

BEFORE ME, the undersigned notary public, on this 12 day of November, 2020, personally appeared Janet Balke, Secretary of Y O Land Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

FILED AND RECORDED
AT 3:55 O'CLOCK PM
STATE OF TEXAS
COUNTY OF KERR



Nov 12, 2020

I hereby certify that this document was filed in the file numbered sequence on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kerr County, Texas
Jackie Dowdy, Kerr County Clerk

By Janice R. Smith

Deputy