Serenity Pines

SERENITY PINES RESIDENTIAL ASSOCIATION, INC.

RESIDENTIAL DEDICATORY INSTRUMENT ENFORCEMENT, BOARD HEARING, AND FINE POLICY

STATE OF TEXAS §
§
COUNTY OF LIBERTY §

I. PURPOSE

The purpose of this Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy (this "***Policy***") is to provide Owners with a better understanding of the process of Dedicatory Instrument enforcement, Board hearings, and fines. The Board of Directors (the "***Board***") of Serenity Pines Residential Association, Inc., a Texas nonprofit corporation (the "***Association***"), has determined that it is in the best interest of the Association to establish this Policy for the property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Serenity Pines (Residential Property), recorded under Clerk's File No. 2026022712 in the Official Public Records of Liberty County, Texas, as same has been and may be amended from time to time (the "***Declaration***"), and any other property which has been and may be annexed into Serenity Pines and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise set forth in this Policy, the capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy for all purposes by this reference.

Pursuant to the Dedicatory Instruments governing the Property, the Board is vested with the authority to suspend Owners' use of the Common Areas and to impose reasonable fines against Owners for violations of restrictive covenants contained in the Dedicatory Instruments.

Pursuant to the Dedicatory Instruments governing the Property, the Board is vested with the authority to adopt policies, rules, and guidelines.

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The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. The provisions of this Policy are in addition to any other applicable guidelines, rules, or policies. This Policy is effective upon the recording of same. After the effective date, in the event of a conflict between the terms of this Policy and any previously adopted guidelines, rules, or policies addressing the subjects contained in this Policy, this Policy will control.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. DEDICATORY INSTRUMENT ENFORCEMENT METHODS

A. **209 Notice Required.** Before the Association may suspend an Owner's right to use a Common Area, file a suit against an Owner for violation of a Dedicatory Instrument, charge an Owner for property damage, or levy a fine for a violation of the Dedicatory Instruments, the Association or its agent must give written notice to the Owner as set forth below:

1. **Types of Violations.** Section 209.006 of the Texas Property Code (the "***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. In the event of a Dedicatory Instrument violation, the enforcement procedure to be followed by the Association depends upon whether a violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *or* poses a threat to public health or safety.

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

        i. a parking violation;

        ii. a maintenance violation;

        iii. the failure to construct improvements or modifications in accordance with approved plans and specifications; and

        iv. an ongoing noise violation, such as a barking dog.

    b. Uncurable Violation – The Code defines an uncurable violation as 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 Code lists the following as examples of uncurable violations:

        i. an act constituting a threat to health or safety;

        ii. discharging fireworks;

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iii. a noise violation that is not ongoing;

iv. property damage, including the removal or alteration of landscape; and

v. holding a garage sale or other event prohibited by the Dedicatory Instruments.

c. Violation that is a Threat to Public Health or Safety – The Code defines a violation that is a threat to public health or safety as a violation that could materially affect the physical health or safety of an ordinary resident.

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 however, this Policy may 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 sole discretion, decides that enforcement action is not warranted or necessary.

2. **Enforcement – Violations that are Curable and 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 cure the violation may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation when determining the applicable period to cure. The enforcement procedure for this type of violation is as follows:

a. Courtesy Letter (Optional) – Upon verification of a curable 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.

b. Violation Letter (Optional) – After the expiration of the time set forth in the courtesy letter, if sent, or as an initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner, as determined in the sole discretion of the Board. The Association is not required to send a violation letter. If sent, the violation letter will include:

i. a description of the violation;

ii. the action required to correct the violation;

iii. the time by which the violation must be corrected; and

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iv. notice that, if the violation is not corrected within the time provided or if there is a subsequent similar violation, a fine may be imposed or other enforcement action may be initiated.

c. Demand Letter – Either upon initial verification of a curable violation, or after the expiration of the time period stated in the courtesy letter 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, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner's last known address as shown in the records of the Association. Depending on the severity of the violation 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 or a violation letter), as determined by the Board in its sole discretion.

d. Content of the Demand Letter – The demand letter must include the following:

i. Violation: a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;

ii. Fines and Amounts Due: the amount of the proposed fine and any amount due to the Association;

iii. Right to Cure: notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge, or fine;

iv. Time to Cure: 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;

v. Right to Request a Hearing: a notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

vi. Active Military Duty: 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.

e. Hearing Not Requested – If a hearing is not properly requested by the Owner,

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the violation must be cured within the time frame set forth in the demand letter.

f. Remedies – Fines, suspension of the right to use the Common Area, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the expiration of the 30-day time frame provided to the Owner to request a hearing. 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. A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

3. **Enforcement – Uncurable Violations and Violations that Pose a Threat to Public Health or Safety**. Upon initial verification of an uncurable violation or a violation that constitutes a 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, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner's last known address as shown in the Association's records.

a. Content of the Demand Letter – The demand letter must include the following:

i. Violation: a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;

ii. Fines and Amounts Due: the amount of any fine and any amount due to the Association;

iii. Right to Request Hearing: notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

iv. Active Military Duty: 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.

b. Remedies; Hearing not Requested – Regardless of whether the Owner chooses to request a hearing, fines, suspension of the right to use the

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Common Areas, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the mailing of the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. A notice of violation may also be recorded in the real property records.

4. **Subsequent Similar Violations**. If an Owner has been given notice in accordance with Article III, Section A of this Policy in the preceding 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 without first sending another demand for compliance.

B. **209 Notice Not Required.** The Association is entitled to exercise additional enforcement methods which do not require that a demand letter be sent or an opportunity to request a hearing be offered to the violating Owner as provided in Section A above. Such remedies include, but are not limited to, the following (collectively, the "***Additional Enforcement Methods***"):

1. The Association may exercise its Self Help remedy pursuant to the terms set forth in the Declaration, and any costs associated with the exercise of this remedy are the personal obligation of the Owner and are supported by the lien created in the Declaration.

2. The Association may file a suit for a temporary restraining order or temporary injunctive relief.

3. The Association may temporarily suspend a person's right to use the Common Areas due to a violation that occurred in a Common Area that involved a significant and immediate risk of harm to others in the Property; such temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by Article III, Section A.3 of this Policy.

Although the Additional Enforcement Methods are not subject to the 209 notice requirements set forth in this Policy, they may be subject to certain notice requirements as provided for in the Dedicatory Instruments or by Texas law.

IV. BOARD HEARINGS

In the event an Owner requests a hearing pursuant to Article III, Section A. of this Policy, the following rules will apply.

A. **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. If a postponement of the hearing is requested by either the

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Association or the Owner, a postponement must be granted for a period of not more than 10 days. The hearing may be scheduled outside of these parameters by agreement of the parties.

B. **Hearing Notice** – Notification of the date, time, and place of the hearing will be sent not later than the 10th day before the hearing. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing is the "place" of the hearing for purposes of the notice.

C. **Hearing Packet** – The Board must include with the hearing notice a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least 10 days before the hearing, the Owner is entitled to an automatic 15-day postponement of the hearing.

D. **Owner's Evidence** – Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than 5 days before the Board hearing.

E. **Ruling** – The Board is not required to deliberate or to reach a determination during the Board hearing; rather, all information gleaned from the Board hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within 30 days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.

F. **Time Limit** – The Board may set a time limitation for the Board hearing, to be determined at the Board's sole discretion, taking into account factors including, but not limited to, the complexity of the issues, the number of exhibits, and whether witnesses will be presented. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; and (iii) the Board's finite amount of time available to consider such violations.

G. **Conducting the Hearing** – During the hearing, a member of the Board or the Association's designated representative will first present the Association's case against the Owner. The Owner or the Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or the Owner's designated representative.

All parties participating in the Board hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board hearing if the Board, in its sole and absolute discretion, determines the Board hearing has become unproductive or

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contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board hearing that is terminated pursuant to this Section.

Either party may make an audio recording of the hearing.

H. **Number of Hearings** – Upon receipt of a demand letter as set forth in Article III, Owners are entitled to request only 1 Board hearing as it relates to the violations set forth in the demand letter, unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.

I. **Alternative Dispute Resolution** – In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

V. FINES

Subject to the notice provisions set forth in Article III, Section A. of this Policy, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule. For violations of the Dedicatory Instruments which are curable and which are not a threat to public health or safety, the Association may continue to assess fines, as set forth in the schedule below, until the violation is cured. Fines may be assessed for any violation of the Dedicatory Instruments, including, but not limited to, architectural violations, violations for using a Lot in a prohibited manner, failure to take required action, and failure to maintain a Lot or the structures thereon.

Pursuant to Section 202.008 of the Code, no fines may be levied against an Owner for a violation of an applicable Dedicatory Instrument that requires the Owner to plant or install grass or turf or to maintain green vegetation or turf or that prohibits discolored or brown vegetation on the Owner's Lot (i) during a period when the Owner's Lot is subject to a residential water restriction during which discolored or brown vegetation or turf could reasonably result; and (ii) before the 60th day after the date of an applicable residential water restriction. For purposes of this Policy, "residential water restriction" means a temporary restriction on the use of water to irrigate residential vegetation or turf that is mandated by a municipality, water utility, or other wholesale or retail water supplier as part of a strategy to conserve water during a period of drought.

Pursuant to Section 209.0061 of the Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

Curable Violations

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Pre-Fine Notice (if sent)		No Charge
1st Notice (Chapter 209 - Demand Letter)	30 days	$50.00
2nd Notice of Fine Letter	30 days	$100.00

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3rd Notice of Fine Letter	30 days	$200.00
Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	$200.00

Uncurable Violations and Violations Posing a Threat to Public Health or Safety

Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	$200.00

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Dedicatory Instruments, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board may not be construed as a waiver of the fine schedule or the Dedicatory Instruments. Fines against an Owner will be assessed against the Owner's Lot. The Owner will be responsible for the actions of all residents, guests, and invitees of the Owner and any fines against such residents, guests, and invitees will also be assessed against the Owner's Lot.

[SIGNATURE PAGE FOLLOWS]

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CERTIFICATION

I certify that as President of Serenity Pines Residential Association, Inc., a Texas nonprofit corporation, the foregoing Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy was approved on the 19 day of August, 2026, at a meeting of the Board of Directors at which a quorum was present.

DATED this 19th day of August, 2026.

Serenity Pines Residential Association, Inc.,
a Texas nonprofit corporation

By: _____
Print Name: Kevin Campbell
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Liberty §

BEFORE ME, on this day personally appeared Kevin Campbell, the President of Serenity Pines Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 19th day August 2026.

SANDRA LOPEZ MARTINS
NOTARY PUBLIC
STATE OF TEXAS
ID 125675759
EXP. 07-31-2030

_____
Notary Public – State of Texas

After Recording, Return To:
Lisa L. Gambrell
Rida J. Sarwar
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

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THE STATE OF TEXAS
COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Liberty County, Texas.

2026025963 NOT
08/25/2026 10:29:08 AM Total Fees: $61.00

Lee Haidusek Chambers,County Clerk
Liberty County, Texas