
MARY LOUISE NICHOLSON
COUNTY CLERK

MONTSERRAT HOMEOWNERS' ASSOCIATION

ENFORCEMENT AND FINE POLICY

1. PURPOSE

On June 9, 2026, Montserrat Homeowners' Association, Inc. (Montserrat HOA) adopted the following Enforcement and Fine Policy (Policy) to enforce and impose fines for violations of certain restrictions, bylaws, and rules in a fair, consistent, and legally compliant manner. This Policy is based on Monserrat HOA's Governing Documents, including the First Amended, Restated and Supplementary Declaration of Covenants, Restrictions and Easements for Montserrat (Covenants), Third Amended Bylaws of Montserrat Homeowners' Association, Inc. (Bylaws), Rules Regarding Operation of Low-Speed Vehicles, Non-Motorized Vehicles, and Gas-Powered Recreational Vehicles (Low-Speed Vehicle Rules), and other Montserrat HOA written rules and policies as well as the Texas Residential Property Owners Protection Act, TEX. PROP. CODE §§209.001-209.017 and Fort Worth Municipal Court Fine Schedule (effective September 1, 2019).

The purpose of this Policy is to preserve the safety and quality of the community for everyone who lives in or visits the community and to maintain the natural beauty of Montserrat. The intent of this Policy is not to create a fine-enforcement regime that needlessly imposes arbitrary fines for minor deviations. Rather, this Policy is designed to address serious or repeated violations to ensure a safe and enjoyable environment for everyone. The Montserrat HOA Board intends to review this Policy from time to time as needed and at least annually to ensure it promotes the Policy's underlying objectives and purpose.

2. AUTHORITY

Under Section 209.0061 of the Texas Residential Property Owners Protection Act, Section 4.04(q) and Sections 10.01-10.05 of the Covenants and Section 1(q) of the Bylaws, the Board of Directors of Montserrat HOA is authorized to:

- Enforce all provisions of the Covenants and any rules adopted under the Covenants
- Establish a monetary fine system, which may include component steps such as warning citations, ticketing, due process hearings and appeals and a flat rate or discretionary range or geometric progression of fine amounts, which, when pronounced, shall constitute an individual Lot Owner assessment secured by the continuing lien on the Lot Owner's property.
- Exercise all available remedies, including the Right of Abatement to enter at all reasonable times and any times on any lot or structure as to which a violation, breach or other condition to be remedied exists, and to take actions, specified in the notice to the Owner to abate, extinguish, remove or repair or otherwise cure such violation, breach or other condition which may exist.

3. APPLICABILITY

This Policy applies to all:

- Lot Owners
- Occupants, guests, and vendors

- Builders, contractors, and subcontractors

4. FINE SCHEDULE

4.1 Traffic Violations

Montserrat HOA adopted the following progressive fines for traffic violations and to enforce the Low-Speed Vehicle Rules. These fines are commensurate with the Fort Worth Municipal Court Fine Schedule (effective September 1, 2019). The following fines will be assessed based on documented evidence captured by a radar camera showing the vehicle's license plate number and the vehicle's speed:

- \$122.00 base fine
- \$8 incremental fine for each mile driven over the speed limit
- \$75 additional fine for speeding resulting in an accident

Example: Driving 10 mph over the limit will cost \$202 (\$122 base + \$80 milage fee)

These speed enforcement fines will be automatically assessed against the Property Owner, regardless of whether the violator is a resident, occupant, guest, builder, landscaper, or vendor. The notice of the fine will be provided to the Property Owner by certified mail. The notice will include the date and time of the violation, the vehicle's license plate number, and the vehicle's speed as documented by the radar camera.

The following fines will be assessed against the Property Owner based on visual confirmation by Montserrat Security:

- \$227.00 fine for failing to adhere to traffic control signs, such as "Stop Signs," "Do Not Enter," "One Way," or other similar signage, and an additional \$75 fine for a violation resulting in an accident.
- \$182.00 fine for vehicles or low-speed vehicles driven on sidewalks, unpaved common areas, the tennis court, parks, or the vacant or occupied private property of Lot Owners.

A Low-Speed Vehicle includes golf carts, neighborhood vehicles, motorcycles, motor-assisted scooters, bicycles, skateboards, or other motor-assisted mobility devices that are motorized by a gas- or electric-powered motor and can attain a speed of 35 m.p.h. on a paved, level surface.

- \$227.00 fine for a minor operating a Low-Speed Vehicle without adult supervision and who is under the age of sixteen (16) years of age or does not possess a valid driver's license.
- \$182.00 fine for operating a Low-Speed Vehicle after dark without headlights, taillights, brake lights, and a rear-view mirror.
- \$182.00 fine for individuals exceeding the passenger limit or load capacity designated by the Low Speed Vehicle's manufacturer, for standing or sitting on the body or framework

while riding on a Low-Speed Vehicle, clinging or attaching themselves or another vehicle to the Low-Speed Vehicle, holding an infant while operating the Low Speed Vehicle, operating the Low-Speed Vehicle while under the influence of alcohol, or otherwise operating the Low Speed Vehicle in a reckless, indifferent or careless manner as to unreasonably endanger any person or property.

- \$119.00 fine for a minor riding a motorcycle, motor-assisted scooter, or motor-assisted bicycle without a helmet.
- \$89 fine for a minor riding a bicycle without a helmet.

These traffic and Low-Speed Vehicle fines will be assessed against the Property Owner regardless of whether the violator is a resident, occupant, guest, builder, landscaper, or vendor. The notice of the fine will be provided to the Property Owner by certified mail. The notice shall include a description of the violation, the date of the violation, the individuals involved, if known, and the assessed fine.

4.2 Design Standards Violations

According to Article VI of the Covenants, a house plan, site plan, landscape plan for the entire lot, and any other documentation requested must be submitted for approval to the Architectural Control Committee (ACC). Additionally, any future changes or additions to the lot after construction of the residence is complete must also be approved. The ACC may determine what was found acceptable in one situation may not be acceptable in another as the intent is to ensure each design is appropriate to the specific lot and does not dominate or contrast sharply with the surroundings.

According to Article VII(a) of the Covenants, no building, structure, fence, wall, or improvement of any kind or nature shall be erected, placed, or altered on any Lot until all plans and specifications and/or plot plan have been submitted to and approved in writing by the ACC. For further details about Montserrat HOA design standards, please refer to Article VI of the Covenants. Plans may be submitted through the TownSq app.

According to Section 6.03 of the Covenants, if any structure shall be erected, placed, maintained, or altered upon any Lot in violation of the provisions of the Covenants, a written notice shall be provided to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within thirty (30) days after the mailing of the notice of violation, then the Montserrat HOA shall have the Right of Abatement as provided in Section 8.02 of the Covenants, in addition to any and all other remedies available at law or in equity.

- \$500.00 fine for commencing construction or landscaping without ACC approval.
- \$500.00 fine for deviating from ACC-approved plans.
- \$500.00 fine for unapproved additions or modifications to the lot or structure, including fences, exterior painting of the residence or driveway, installation of artificial turf, or any other landscaping or landscaping structure that changes the natural flow of water.

- Probation and denied entry for uncured or repeated violations by a builder or landscaper.

These fines will be assessed against the Property Owner regardless of whether the violator is a builder or landscaper. The notice of the fine will be provided to the Property Owner by certified mail. The notice shall include a description of the violation, the date of the violation, the individuals involved, if known, the assessed fine, the required corrective action, and any permitted cure period. If the condition is not cured within the cure period specified in the notice, Montserrat HOA is authorized to impose additional progressive fines until the condition is cured.

4.3 Property Maintenance and Use Violations

Section 8.13 of the Covenants provides:

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(b) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(c) Except for building materials employed during the course of construction of any Structure, no lumber, metals, building materials or solid waste of any kind shall be kept, stored or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth by Montserrat HOA.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open after sunset on the day prior to the day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times, such containers shall be screened, enclosed, or placed near the residence's house or garage.

If after ten (10) days prior written notice an Owner shall fail to (i) control weeds, grass and/or other unsightly growth; (il) remove trash, rubble, building and construction debris; or (il) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Montserrat HOA shall have the authority and right to go onto the Lot for the purpose of mowing and cleaning the Lot and shall have the authority and right to assess and collect from the Lot Owner a sum not to exceed five hundred dollars (\$500.00) for mowing or cleaning the Lot on each respective occasion of such mowing or cleaning. The assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

- \$500.00 fine for dumping or burning rubbish, garbage, or any other form of solid waste on any Lot or common property.
- \$500.00 fine for storing or allowing to accumulate on any Lot any lumber, metals, building materials, or solid waste of any kind unless screened or employed during the construction of an approved structure.
- \$500.00 fine for failing to control weeds, grass, or other unsightly growth.
- \$500.00 fine for failing to remove trash, rubble, building, and construction debris.
- \$500.00 fine for failing to exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition.
- \$25-\$500 fine, depending on the circumstances and at the discretion of the Montserrat HOA Board, for failing to comply with other bylaws, rules, and policies set forth in the Covenants, Bylaws, or written policies adopted by Montserrat HOA.
- Probation and denied entry for uncured or repeated violations by a builder or landscaper.

These fines will be assessed against the Property Owner regardless of whether the violator is a builder or landscaper. The notice of the fine will be provided to the Property Owner by certified mail. The notice shall include a description of the violation, the date of the violation, the individuals involved, if known, the assessed fine, the required corrective action, and any permitted cure period. If the condition is not cured within the specified cure period in the notice, Montserrat HOA is authorized to impose additional progressive fines until the condition is cured.

4.4 Package Delivery Fee

- A fine of \$25 will be assessed for any package left longer than two weeks that must be delivered to the Lot Owner.

5. NOTICE OF ENFORCEMENT ACTION

Pursuant to Section 17 of the Bylaws, before Montserrat HOA may levy a fine for a violation of this Policy or for violations of other bylaws, rules, restrictions, or policies set forth in the Covenants, Bylaws, and written policies adopted by Montserrat HOA, Montserrat HOA must give written notice to the Owner by certified mail.

The notice must:

- (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due from the Owner;
- (2) except as provided by Subsection (d), inform the Owner that the Owner:
 - (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;

(B) may request a hearing on or before the 30th day after the date the notice was mailed to the Owner; and

(C) 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) specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and

(4) be sent by certified mail to the Owner at the Owner's last known address as shown on the Montserrat HOA records.

(c) The date specified in the notice must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety.

(d) Subsections (a) and (b) do not apply to a violation for which the Owner has been previously given notice under this Subsection and the opportunity to exercise any rights available under this Subsection in the preceding six months.

(e) If the Owner cures the violation before the expiration of the period for cure described by Subsection (c), a fine may not be assessed for the violation.

(f) For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

(g) For purposes of this Subsection, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this Subsection, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

(h) The following are examples of acts considered incurable for purposes of this Subsection:

(1) traffic violations;

(2) violation of the Low-Speed Vehicle Rules; and

(3) an act constituting a threat to health or safety;

(i) The following are examples of acts considered curable for purposes of this Subsection:

(1) a property maintenance or use violation; and

(2) a design standard violation.

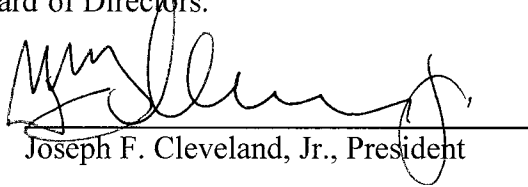
6. HEARINGS BEFORE THE BOARD.

Under Section 18 of the Bylaws, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. The Board shall hold a hearing under this 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 date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. Not later than 10 days before the Board holds a hearing under this Section, the Board shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter the Board intends to introduce at the hearing. If the Board does not provide a packet within the period described by this Subsection, the Owner is entitled to an automatic 15-day postponement of the hearing. During a hearing, a member of the Board or Montserrat HOA's designated representative shall first present the case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or Montserrat HOA may make an audio recording of the meeting.

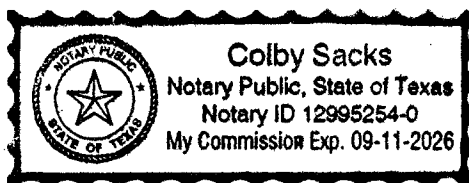
CERTIFICATION

I, the undersigned, being the President of the Montserrat Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by a majority of the Montserrat Homeowners Association's Board of Directors.



 Joseph F. Cleveland, Jr., President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this 19th day of June, 2026, to certify which witness my hand and seal of office.





 Notary Public in and for the State of Texas