

## COMPLIANCE AND FINE POLICY

### La Reserva Homeowners Association

The Association is the property owners' association for Twelve Oaks Section One, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded under Film Code No. 488026 of the Map Records of Harris County, Texas.

#### 1. Purpose.

This policy is established to ensure compliance with the governing documents of La Reserva HOA and to preserve the safety, appearance, and integrity of the Twelve Oaks Subdivision community.

#### 2. Legal Authority.

This policy is adopted pursuant to the Texas Property Code and the Association's governing documents, which establish and govern procedures for enforcing restrictions in residential subdivisions governed by property owners' associations.

#### 3. Notice of Violation.

When a homeowner violates HOA rules or restrictions, La Reserva HOA may issue a written notice of violation, which will include:

- A description of the violation.
- The specific governing document or rule violated.
- The proposed fine amount.
- Notice of the owner's right to request a hearing—if applicable.

Any enforcement action, including the imposition of a fine, shall be subject to the notice, cure, hearing, and other procedural requirements of the Declaration, this Policy, and applicable Texas law. Nothing in this Policy shall be construed to eliminate any notice or hearing right required by law.

#### 4. Hearing Rights.

When applicable, homeowners may request a hearing before the Board within 30 days of receiving the violation notice. The hearing will be:

- Conducted in executive session.
- Scheduled with reasonable opportunity for the owner to present evidence.
- Decided in writing within 10 days after the hearing.

The Association shall provide any hearing right required by the Declaration, this Policy, or applicable Texas law. Emergency or immediate corrective action may be taken only to the extent expressly authorized by the governing documents and applicable law.

#### 5. Fine Schedule.

| Violation Type                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1st<br>Offense | 2nd<br>Offense | 3rd/<br>Recurrent |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|-------------------|
| Minor                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Warning        | \$100          | \$500/month       |
| Parking and Prohibited Vehicles.<br>Prohibited Vehicles and Conditions.<br>Recreational and Oversized Vehicles.<br>Storage and Screening of Equipment and Materials.<br>Outside Storage and Trash Collection.<br>Signs.<br>Window Treatment Requirements.<br>Antennas.<br>Sound devices.<br>Animal & Pets.<br>Lighting.<br>Basketball Goals, Nets, and Backboards.<br>Flagpoles & Flags.<br>Landscaping.<br>Gas Lanterns.<br>Driveways.<br>Dwelling Exterior |                |                |                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |         |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|-------------|
| Moderate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Warning | \$500   | \$500/month |
| Fence<br>Common Area Damage Responsibility.<br>Swimming Pools & Spas<br>Out Buildings/Accessory Buildings.<br>Holiday Exterior Decorations.<br>General Maintenance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |         |         |             |
| Immediate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$500   | \$1,000 |             |
| Damage to the gate<br>Fireworks<br>Mechanical Equipment and Air Conditioning Units.<br>Solar Panel Installation Regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |         |             |
| Major                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$2,500 |         |             |
| Tree and/or Vegetation Removal.<br>The Owner shall have fifteen (15) calendar days to remedy the damage in accordance with the specifications set forth by the HOA. If the Owner fails to comply within the allotted time, the HOA may, at its sole discretion and without further notice, remedy the violation directly at the Owner's expense, including the cost of labor, materials, and administrative fees, as approved by the Board. The HOA is authorized, but not obligated, to hire subcontractors, purchase materials, and perform or coordinate any necessary corrective actions to restore the property to the required condition. All such costs shall be charged to the Owner as a special individual assessment.<br>Furthermore, if the Owner fails to comply with the HOA's directive within the initial grace period, a continuing fine of \$100.00 USD per day may be imposed until full compliance is achieved and verified by the HOA or its designated representative, subject to the notice, hearing, cure, and other procedural requirements of the Declaration, this Policy, and applicable law. |         |         |             |

Each day a violation continues may be considered a separate offense at the Board's discretion.

#### **6. Immediate or Emergency Enforcement.**

The HOA may take immediate or emergency corrective measures only to the extent authorized by the governing documents and applicable law. The existence of an obvious, objectively verifiable, repeated, or urgent violation shall not eliminate any notice, hearing, or due-process right required by applicable law. Circumstances that may warrant expedited enforcement include:

- Obvious or objectively verifiable violations.
- Threats to health, safety, or property.
- Unapproved construction or modification of property.
- Repeated violations previously cited and documented.

#### **7. Collection of Fines.**

All unpaid fines shall be handled in accordance with the Declaration, this Policy, and applicable Texas law:

- A lawfully imposed fine shall constitute a personal obligation of the Owner and may be reflected on the Owner's account for collection purposes, but shall not be treated as an Assessment or secured by the Association's lien except to the extent expressly permitted by the Declaration and applicable law.
- A fine shall become due and payable thirty (30) days after written notice. If it remains unpaid after the due date, the Association may impose a one-time late charge of \$75.00, subject to applicable law. No recurring late charge shall be imposed on a fine unless expressly permitted by applicable law.
- The Association may suspend use of Common Areas or amenities only to the extent permitted by the Declaration and applicable law. Nothing in this Policy authorizes suspension of an Owner's voting rights where prohibited by applicable law.
- The Association may pursue lawful collection remedies, including demands, referral to legal counsel or a collection agent, and civil action. Any lien or foreclosure remedy shall be limited to amounts and circumstances for which such remedy is expressly permitted by the Declaration and applicable Texas law. In no event shall the Association foreclose when foreclosure is prohibited by applicable law, including when the secured debt consists solely of fines and attorney's fees incurred solely in connection with such fines.

## **8. Appeals and Waivers.**

The Board may, at its discretion, waive or reduce any fine if the homeowner demonstrates:

- Good-faith compliance efforts.
- Temporary hardship or unusual circumstances.

## **9. HOA Fees, Charges, and Permits**

### **A. Annual Maintenance Assessment.**

All lot owners within Twelve Oaks are required to pay an Annual Assessment to cover the operational, maintenance, administrative, and reserve expenses of La Reserva HOA.

- Annual Assessment: \$1,800.00 USD per Lot, subject to adjustment in accordance with the Declaration.
- This assessment is due on January 1st of each calendar year.
- Any unpaid balance will be considered delinquent.
- Late Fee: \$75.00 USD per month, assessed for each month past due.

### **B. Administrative and Operational Fees.**

The following fees apply when a homeowner requests official documentation or administrative services from the HOA:

- |                                                                                                                                                         |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| a). Transfer Fee (change of ownership)                                                                                                                  | \$500.00         |
| b). Copies of documents (including CCRs, bylaws, rules, financial records, account statements, contracts, meeting minutes, and any other HOA documents) | \$1.00 per page  |
| c). Administrative processing fee (for searching, preparing, or copying documents by HOA personnel)                                                     | \$30.00 per hour |

All document requests must be submitted in writing. The HOA may restrict access to confidential or legally protected documents.

### **C. Construction, Remodel, and Improvement Permits.**

Any exterior modification or construction project within Twelve Oaks requires prior written approval from the Architectural Control Committee (ACC) and payment of the following applicable fees:

- |                                                                                                |             |
|------------------------------------------------------------------------------------------------|-------------|
| a). Construction Deposit (refundable if the project is completed with no damage or violations) | \$10,000.00 |
| b). New home or principal structure construction permit                                        | \$3,000.00  |
| c). Home addition (e.g., rooms, garage)                                                        | \$1,000.00  |
| d). Swimming pool construction permits                                                         | \$1,000.00  |
| e). Exterior painting (change of color or major repainting)                                    | \$200.00    |
| f). Exterior repairs or renovations (façades, windows, columns, etc.)                          | \$300.00    |
| g). Fence installation or replacement                                                          | \$200.00    |
| h). Roof replacement                                                                           | \$500.00    |

All submissions must include plans, materials, colors, and estimated start and completion dates. Work performed without prior approval may result in fines, suspension of work to the extent authorized by the governing documents and applicable law, and application of the construction deposit toward amounts properly chargeable to the Owner under the governing documents and applicable law.

### **D. Gate Access Code Management.**

Any homeowner requesting a gate access code change must pay a \$100.00 fee.

If the HOA determines that the code was shared improperly, misused, or compromised, the code change will be mandatory, and the associated fee will be charged to the responsible homeowner.

## **10. Enforcement of Unspecified Violations.**

In addition to the specific rules and violations outlined in this document, any conduct, condition, or modification that:

- Is prohibited or regulated by the Declaration, these Guidelines, this Policy, or another applicable governing document,
- Compromises the architectural integrity, safety, aesthetics, or harmony of the subdivision, or
- Causes damage, nuisance, or disruption to common areas or other Owners,

may be deemed a violation only to the extent the conduct, condition, or modification is prohibited or regulated by an applicable governing document or law.

In such cases, the HOA, acting in good faith and in accordance with the governing documents and applicable Texas law, may impose a reasonable fine based on the severity and nature of the offense, provided the Association identifies the specific provision, restriction, rule, or standard being enforced.

Any such enforcement action shall comply with notice and due process requirements under Texas law, including the right to a hearing when applicable. The Board's determination of whether a violation exists and the amount of any fine imposed shall be final unless overturned through proper legal process.

#### **11. Amendments.**

During the Development Phase, this Compliance and Fine Policy may be amended, modified, supplemented, replaced, or restated by the Declarant, in its sole discretion, subject to applicable law. The Board may recommend amendments; however, no such amendment shall become effective during the Development Phase without the Declarant's prior written approval. Following termination of the Development Phase, this Policy may be amended by the Association to the extent authorized by the Declaration and applicable law.

#### **Certification and Effective Date**

This Compliance and Fine Policy was adopted by resolution of the Board of Directors of La Reserva HOA, governing the Twelve Oaks Subdivision, in accordance with the authority granted under the Texas Property Code and the Association's governing documents.

This Policy shall become effective on the date indicated below and shall remain in effect until amended, modified, replaced, or rescinded in accordance with Section 11 above, the Declaration, and applicable law.

Adopted on this 6th day of October 2026  
La Reserva HOA Board of Directors  
Twelve Oaks Subdivision -- Harris County, Texas

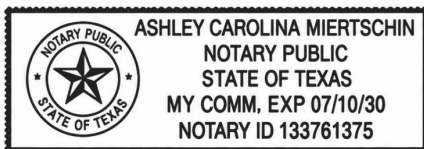
LA RESERVA HOA

By: \_\_\_\_\_  
Roberto Alvarez  
President

THE STATE OF TEXAS  
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Roberto Alvarez, known to me to be the person whose name is subscribed to the foregoing instrument, and who, being duly sworn by me, acknowledged to me that he is President of La Reserva HOA, and that he executed the same on behalf of said Association as its voluntary act and deed, and with full authority to do so, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6th day of October 2026, in Harris County, Texas.



  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
La Reserva HOA  
20416 W FM 1097 Rd  
Montgomery TX 77356

FILED FOR RECORD

4:14:33 PM

Tuesday, October 6, 2026

*Leneshia Hudspeth*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, October 6, 2026

*Leneshia Hudspeth*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

