

EXHIBIT "A"

**NEWPOINT ESTATES HOMEOWNERS ASSOCIATION, INC.
POLICY REGARDING FINES AND/OR ASSESSMENTS FOR VIOLATIONS**

1. Upon the report or inspection of a violation of the restrictions, rules or dedicatory instruments of the Association, the Owner will be sent a First Notice.
2. The Association shall levy fines for the following general categories of violations based upon the following schedule of fines:

GENERAL CATEGORIES OF VIOLATIONS	SCHEDULE OF FINES
Residential Use	\$25.00 to \$200.00
Animals & Livestock	\$25.00 to \$200.00
Nuisance & Noise	\$25.00 to \$200.00
Storage & Repair of Vehicles	\$25.00 to \$200.00
Construction Activity	\$25.00 to \$200.00
Disposal of Trash	\$25.00 to \$200.00
Landscaping & Lawn Maintenance	\$25.00 to \$200.00
Exterior Maintenance	\$25.00 to \$200.00

3. The First Notice will advise the Owner in writing that they have the right to request a hearing before the Board of Directors. The First Notice will also advise the owner that a fine/violation assessment ranging from \$25.00 to \$200.00 will be imposed if the violation is not cured.
4. The First Notice must be sent to the Owner by certified mail, return receipt requested (i.e., by verified mail to the Owner at the Owner's last known address as shown in the Association's records). Such written notice shall:
 - (i) describe the violation that is the basis of the fine and state the amount of the proposed fine;
 - (ii) state that the Owner may request a hearing before the Board of Directors pursuant to Section 209.007 of the TEXAS PROPERTY CODE on or before the thirtieth (30th) day after the date the notice was mailed to the Owner;
 - (iii) state that the Owner is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety;
 - (iv) 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; and
- (v) specify the date by which the Owner must cure the violation if the violation is a of a curable nature and does not pose a threat to public health or safety.

If the Owner cures the violation before the expiration of the reasonable period to cure set forth in the written notice as describe herein above, then a fine may not be assessed for the violation.

For purposes of this provision, 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. For purposes of this provision, 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 provision, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

5. The Owner has a right to submit a written request for a hearing to discuss and verify the facts and resolve the matter in issue before the Board of Directors. The Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's written request for a 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. The Board or the 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. The Owner or the Association may make an audio recording of the hearing.
6. After an affirmative decision by the Board of Directors, the Association and/or its Board of Directors are hereby authorized to impose fines/violation assessments. If said violation is not cured, the Owner will be sent a Second Notice.
7. The Second Notice will impose a fine/violation assessment in the amount ranging from \$25.00 to \$200.00 for each infraction of the restrictions, rules and dedicatory instruments of the Association as was described in the First Notice.
8. The Third Notice will impose a fine/violation assessment in the amount ranging from \$25.00 to \$200.00 for each continuing infraction of the restrictions, rules and dedicatory instruments of the Association.
9. The Fourth Notice will impose a fine/violation assessment in the amount ranging from \$25.00 to \$200.00 for each continuing infraction of the restrictions, rules and dedicatory instruments of the Association.
10. Should the violation not be cured after processing the Fourth Notice, the violation will be discussed by the Board at a meeting of the Board in order to determine the next step to be taken in enforcement.

11. If said violation is not cured upon imposing the initial fine/violation assessment, then the Association may proceed with any remedy available to have the violation corrected, this will include, but not be limited to, employing an attorney to file a lawsuit against the Owner. Payment for all costs incurred, including, but not limited to attorney fees, will become the responsibility of the Owner. The imposition of fines/violation assessments 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, but not limited to, filing a Notice of Non-Compliance in the Official Public Records of Fort Bend County, Texas and/or the initiation of legal proceedings against the Owner.
12. The Association acting through its Board of Directors is hereby authorized to impose additional fines, daily fines, lesser fines, or no fine at all for violations of the restrictions, rules and other dedicatory instruments of the Association as determined by the Board of Directors in its sole and absolute discretion.
13. The notice requirements of Paragraph 4 and Paragraph 5 do not apply to a violation for which the Owner has been previously given notice and the opportunity to cure and request a hearing before the Board in the preceding six (6) months.
14. If any provision of this Policy conflicts with the provisions of the TEXAS PROPERTY CODE, the provisions of the TEXAS PROPERTY CODE, as they now exists or as may be amended in the future, shall control. Any such conflict and/or invalidity of a provision of this Policy shall not act to invalidate the entire Policy.