



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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**RESOLUTION ADOPTING RULES & REGULATIONS OF THE WOODLANDS OF
AUSTIN HOMEOWNERS' ASSOCIATION, INC.
(A Texas on-Profit Corporation)**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

The undersigned hereby certifies that he is the duly elected, qualified and acting President of The Woodlands of Austin Homeowner's Association, Inc., a Texas non-profit corporation (the "Association"), and that:

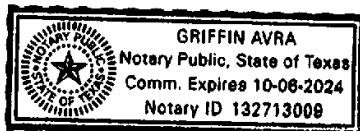
WHEREAS, at the meeting of the board of Directors of the Association, held on November 18, 2021 at which a quorum of the Directors was present and for which proper and timely notice was given to all Directors, the Board of Directors resolved to authorize the undersigned to make the certification that the Rules & Regulations, attached hereto as Exhibit "A", was adopted by vote of the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this Resolution on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Travis County, Texas.

Charles Vandel Michalik Jr
By: Charles Vandel Michalik Jr.
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 11th day of December, 2021, by Charles Vandel Michalik Jr., President of The Woodlands of Austin Homeowner's Association, Inc. a Texas non-profit corporation on behalf of said non-profit corporation.



Griffin Avra
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH
4301 Westbank Dr., Ste. A-150
Austin, Texas 78746

EXHIBIT A

**THE WOODLANDS OF AUSTIN
HOMEOWNER'S ASSOCIATION, INC.
RULES AND REGULATIONS
Adopted 11/18/2021**

The following Rules and Regulations are established for the guidance of the Woodlands of Austin Homeowners Association (The Woodlands, the Association, HOA), Homeowners and residents to ensure compliance with the Amended Declaration of Covenants, Conditions and Restrictions and the By-Laws and are intended to preserve and to enhance the values of the common and individual property, and to maintain a harmonious atmosphere.

Further explanation and/or clarification on any of the following rules can be found in the Association's Covenants, Conditions and Restrictions and By-Laws.

1. GENERAL RESTRICTIONS

The Lots shall be used solely for private single-family residential purposes. This restriction applies both to the character and type of any residences that may be constructed on the Lots and to the occupancy of those residences.

No Lot or related residence may be occupied and used other than for single-family residential purposes. Only the following situations shall constitute "single-family" occupancy and use for the purpose of this section:

- a) Occupancy by one person living alone
- b) Occupancy by two people who are either related by marriage or hold themselves out as being bound by a romantic commitment (e.g., common law couples and other unmarried couples, whether opposite sex or same sex)
- c) In conjunction with either (a) or (b) above, additional occupancy by one or more persons, each of who is either:
 - (i) Related by blood or adoption to one of the primary occupants;
 - (ii) Currently under, or in the process of being placed under, the legal custodial care of one of the primary occupants; or
 - (iii) A caregiver or domestic servant to one of the primary occupants.

The total occupancy of any residence at any given point in time is limited to no more than two persons (other than infants under the age of two) for each bedroom in the residence (e.g., if there are three bedrooms in the residence, occupancy is capped at six persons).

This occupancy restriction is not intended to prohibit guests from visiting a residence. A person is deemed to occupy a residence for purposes of this section only if such person resides there for more than 30 days in any 12-month period.

2. LEASES & LEASING

The following restrictions shall apply to leasing of Lots and residences:

- a) **Definition of "leased."** For purposes of this Section 2, a Lot and residence is deemed "leased," and its occupants deemed "tenants," whenever the residence is occupied other than by the Lot Homeowner and/or an individual related to the Homeowner by marriage,

blood or adoption, irrespective of whether there is a written agreement between the Homeowner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.

- b) **Minimum lease term.** The lease agreement must provide for an initial lease term of at least 12 months. This minimum lease term may be shortened with the prior written consent of the Board for good cause shown, but the Board shall have the sole discretion of determining whether such action is appropriate.
- c) **Tenant information in writing.** The lease agreement must be in writing, include the name, phone number and email address for each tenant and occupant, and provide that it is not assignable to other tenants or occupants.
- d) **No partial leases.** The lease agreement must grant full and total occupancy rights to the whole residence for the full term. Renting of individual rooms, timesharing, and similar arrangements are not permitted.
- e) **Compliance with governing documents.** The lease agreement must provide that the right of occupancy is specifically contingent upon the tenants and occupants complying with the restrictions contained in the Association's Covenant, Conditions & Restrictions, Bylaws and Rules and Regulations. Any breach of those restrictions will be deemed a breach of the lease for which the Homeowner and the Association shall have a right to declare the lease agreement null and void and to evict the occupants.
- f) **Homeowners responsible for violations.** If a tenant or occupant violates the provisions of the Association's Covenants, Conditions & Restrictions, Bylaws or Rules and Regulations, the Homeowner is responsible for payment of any related fines and charges levied by the Association, including but not limited to charges for attorney's fees and other enforcement expenses, to the same extent as would be the case had the Homeowner personally committed the violation.
- g) **Copies of leases to the Association.** A fully executed copy of all leases, including extensions and renewals, must be provided to the Association, within ten (10) days of its execution.
- h) **No leasing to persons with felony criminal history.** Homeowners are required to use due diligence to ensure that they do not lease to tenants who have a conviction or deferred adjudication history of any felony crimes against a person or property.
- i) **Fine for Noncompliance.** Any violation of Article VIII, in the sole and absolute discretion of the Board of Directors, shall be subject to a fine of no less than \$200 per day, as determined by the Board of Directors. Such fine shall become an assessment and be due payable immediately to the Association.

3. GARAGES & PARKING

Garage doors shall be kept closed at all times except as may be necessary for entry and exit of vehicles and persons.

Each Lot has a double garage and driveway, enough to accommodate four vehicles. Vehicles

shall be parked in the garage or driveway whenever possible.

Habitual parking on the streets within the community is prohibited. Habitual parking includes, but is not limited to, parking on the street for more than 12 hours at a time or more than twice in one week.

No vehicle shall be parked in a driveway unless two operable vehicles are in the garage, providing the garage is structurally configured to accommodate two vehicles.

No vehicle shall be parked in a driveway in such a way that blocks the sidewalk or impairs a pedestrian from passing safely on the sidewalk.

Nothing may be stored in the garage so as to prevent cars from being able to park in the garage. Vehicles must be parked in the garage whenever possible.

4. GARAGE SALES

Garage sales, estate sales, and other such sales are limited to one sale per year per residence inside the garage and driveway. Additional sales require approval by the Board.

5. PROPERTY APPEARANCE

Each Homeowner at their own expense shall keep in good condition, maintain and care for any buildings and other improvements located on their Lot. Gates must be closed, and fences kept uncluttered. Barbecues, trash cans, recycle bins, empty pots, planters, garden hoses and other equipment must be stored out of sight from the street, neighboring property and common area

- **Repair of Buildings** No building or structure on any property shall be permitted to fall into disrepair. All structures shall be kept in good condition and adequately painted or otherwise finished.
- **Front Area** Front areas and gates shall be kept in good condition and clear of any clutter or debris. A maximum of 3 pots with plants are allowed outside of a homeowner's gate. Empty pots are prohibited.
- **Religious Item Displays** To the extent permitted and protected by applicable law, a property owner or resident may display or affix one or more religious items on the owner's or resident's Lot. Homeowners are encouraged to seek confirmation from the Environmental Control Committee that proposed religious items conform to the statutory guidelines.
- **Outdoor Seasonal Holiday Décor** Outdoor holiday décor may only be displayed 30 days prior to the seasonal holiday and must be removed within 30 days following the holiday. This provision extends to any outdoor lighting associated with the holiday.
- **Garbage, Trash Containers and Collection** Garbage or trash shall be placed or kept in covered containers of a type, size and style, which are approved by the Association or City of Austin

In no event shall garbage and trash containers be kept so as to be visible from neighboring property or a public street except on the day of collection. Garbage and trash receptacles

should be placed at the curb no earlier than the evening prior to collection day; and then after collection, removed from the street in the shortest time reasonably possible.

- **Clothes Drying** No outside clothesline or other outside drying or airing of clothes shall be permitted or placed on any Lot or Common Area unless they are, placed and maintained exclusively within a fenced yard or otherwise concealed and not visible from neighboring property or public street.
- **Sidewalk Encroachments** No tree, shrub or planting or any kind on any Lot or Common Area shall be allowed to overhang or encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet without prior approval of the Environmental Control Committee.

6. ANIMALS

Animals must be kept within the confines of their Homeowner's property. No dog is permitted outside a unit unless on a leash and accompanied by the resident.

Animal Homeowners must clean up after their animal.

The Association shall conclusively determine, in its sole and absolute discretion, whether the size, weight or number of animals or birds on any such property is reasonable. For the purposes of this section, a "reasonable number" of pets shall mean not more than three.

No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. An unreasonable amount of noise includes but is not limited to, excessive barking, howling, digging, chirping, or any other excessive animal or bird noise. The Board of Directors shall determine if any animal is a nuisance, in its sole and absolute discretion.

No animal that is a nuisance to, an annoyance to, is obnoxious to, or poses a potential danger to residents may be kept on any property in The Woodlands. (See Code of the City of Austin, Section 3-3-9 for noise by dogs.)

No structure for the care, housing, or confinement of any animal or bird shall be visible from neighboring property or a public street.

7. TRAILERS, BOATS & MOTOR VEHICLES

No mobile home, trailer of any kind, truck camper, motorized recreational vehicle, permanent tent or similar structure, boat or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or a public street.

8. NUISANCES

No rubbish, debris or waste of any kind shall be placed or permitted to accumulate on or adjacent to any Lot or Common Area, and no odors shall be permitted to arise so as to render any such property unsanitary, unsightly, offensive or detrimental to any other property.

No nuisance shall be permitted to exist on any property. This provision extends to nuisances of sound and light. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on

any property. No lighting or illumination shall be used or placed on any property that would affect an adjoining property, Lot or Common Area.

No Homeowner shall permit any condition to exist upon any Lot or Common Area, which shall induce, breed, or harbor plant diseases or noxious insects, rodents or other wild animals.

9. SIGNS

No signs (moveable or affixed), including, but not limited to, commercial and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- Such signs as may be required by law
- A residential identification sign, welcome sign, security, no solicitation or other such sign
- During the time of construction or any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet.
- A "for sale" or "for lease" sign, of a reasonable type, size and appearance, similar to other signs customarily used in Travis County, Texas, to advertise individual parcels of residential real property.

Political Signs are allowed as follows:

- No political sign may be displayed prior to the 90th day before the date of the election to which the sign relates
- No political sign may be displayed after the 10th day following the date of the election to which the sign relates
- All political signs must be ground-mounted

The content, type, location and length of time of all signs shall be subject to the rules of the Association and must conform to environmental control guidelines.

10. RECREATION AREA (6:00 a.m. to 10:00 p.m.)

The recreation area is for the use of The Woodlands residents, immediate family members and guests. The gate to the recreation areas may be opened with an access code obtained from the Chair of the Pool/Tennis Court Committee and for use by Homeowners only.

It is prohibited to furnish the code to non-residents or children under the age of 17. (Texas Department of Health Rules.) The gate must remain closed and locked at all times and never propped open.

All requests for a private party reservation of space in the recreation areas may be made to the Chair of the Pool/Tennis Courts Committee or Social Committee Chair.

General rules

- Everyone is expected to act in manner that will not intrude upon the enjoyment of others
- No glass containers are allowed in the recreation areas
- Animals are not allowed in the recreation areas at any time
- Loud music is not to be played in the recreation areas
- Residents are requested to pick up and dispose of any trash when they exit the area

Swimming Pool Rules

- The number of guests permitted by each residence is limited to four (4) at one time unless they are members of the immediate family. Residents must accompany guests
- No one under 17 years of age is permitted in the pool area without an adult 18 years or older
- Residents and guests swim at their own risk as no lifeguard is on duty at the pool
- Floats are allowed in the pool if they do not interfere with the normal swimming activity of others. No balls except the soft floating kind are allowed in the pool. Floats are not to be stored in the cabana
- The cabana is kept locked for the safety of residents. Keys to the cabana may be obtained from the Chair of the Pool/Tennis Court Committee

Tennis Court Rules

- The number of invited guests is limited to four (4) at any one time for each residence. The Homeowner is required to accompany guests
- Tennis players must leave the court within one hour of play if another resident is waiting to play
- Players must wear shoes that are designed for court use. Heeled shoes or leather-soled shoes are prohibited
- The tennis court may be used solely for the game of tennis. No wheeled vehicles of any kind are allowed on the court

11. ENVIRONMENTAL & ARCHITECTURAL CONTROL

Maintaining environmental and architectural harmony and unity is essential for the preservation and enhancement of the value of the residential Lots and the harmonious functioning of the community,

Any and all improvements or modifications to the exterior of a home or its landscape that is visible at eye level from another home, common area or public street requires prior approval of the Environmental Control Committee (ECC) before work can begin. The approval request must come from the Homeowner and not the contractor or other workman. Failure to receive approval by the ECC, may result in fines.

If there is a question as to whether your project requires Environmental Control Committee (ECC) approval, please contact the ECC Chair for clarification.

General Maintenance

Each Homeowner at their own expense shall keep in good condition, maintain and care for any buildings and other improvements located on their Lot. All improvements shall be in conformity to its condition when new. All trees, plants, or foliage on such Lot are the responsibility of the owner and shall be kept in a healthy and attractive manner.

Construction, Improvement and Alteration of Exterior

Any modification to the exterior must be submitted in writing and approved by the Environmental Control Committee prior to the work being started.

Failure to receive approval from the ECC may result in fines. Deviation from these finishes may result in having to re-refinish a surface at the Homeowners expense.

The Environmental Control Committee and Board have approved the following exterior architectural finishes.

Architectural & Exterior Finishes

- Exterior paint colors:
Note: Color matching the existing paint color is only allowed when repairing and partially painting the exterior or touching up paint. Otherwise, homeowners must choose from the paint colors below when painting / repainting the entire exterior.

Sherwin Williams: SW 7037 Balanced Beige
Sherwin Williams: SW 7513 Sanderling
Sherwin Williams: SW 7504 Keystone Grey

- Exterior trim color: cannot be different from the color of the house
- Front door color / finish: can be a different color but must be approved by ECC
- Roofing: Owens Corning shingle colors or color equivalent in other brands
Owens Corning: Driftwood
Owens Corning: Flagstone
Owen Corning: Peppermill Gray
- Replacement Windows & Storm Doors: must have a bronze frame or exterior surround. Painting replacement windows & storm doors is not allowed.

Maintenance of Grounds & Trees

All lawns shall be maintained in a healthy and attractive manner, in the sole discretion of the Board of Directors. The Association has the right, but not the obligation, to mow, trim, and otherwise maintain the front yards of the residential Lots.

At this time, the Board has chosen to maintain the front of each residence. This decision allows for uniformity in the appearance of The Woodlands neighborhood but does not terminate the ultimate responsibility of the Homeowner and may end at any time. Homeowners are ultimately responsible for the maintenance and care of their individual landscape and for the mowing, trimming and general maintenance of trees, located on their property.

The Association has environmental control over all Common Areas and residential Lots visible from the street, neighboring property or common area.

Residential lots are defined by the filed plats of each individually owned property. The plats define each Homeowner's lot as extending from the corner of the home and or fence line to the curb on the front and to the fence or a special designation at the back.

The Association is legally responsible for the maintenance and care of all Common Areas within The Woodlands. The Common Areas are defined in the Travis County Real Estate plat records but are basically those areas located outside of the platted residential lots.

No Homeowner shall damage, remove or destroy any tree planted on any Lot, which has reached a height in excess of ten (10) feet without the approval of the Environmental Control Committee of the Association.

Homeowners shall report issues with trees or other maintenance items in the Common Areas that affect the Homeowner's Lot promptly. In the event a tree or other Common Area element causes damage to a Homeowner's Lot, a Homeowner shall be liable for ALL such damage in the event that: the Homeowner failed to report a need for maintenance to such Common Area or Common Area element; and proper maintenance could have prevented the damage claimed by such Homeowner.

Alteration, Improvement or Modification of Landscaping

Any modification to the landscaping must be submitted in writing and include a detailed description or a plan and be approved by the Environmental Control Committee prior to installation and/or the beginning of the work.

The Environmental Control Committee and Board have approved the following hardscape, landscaping and plant materials:

Hardscape & Other Finishes

- Rock: Texas River Rock: 1" or larger up to 4"
- Mulch: Dark Brown Mulch (in planting beds and around trees)
- Edging: steel edging (unfaced or brown: at least 1/16" thick) to separate beds (flower /mulch) from turf or back of curb
- Plantings: use Texas Native and adapted plant material that has been adapted to Austin. (See the City of Austin Native & Adapted Plant Guide) Native plant beds should be used for a more natural look and to cut down on maintenance
- Grass: St. Augustine or Zoysia when adding or replacing turf
- Drought-resistant landscaping, use of rocks and/or water-conserving natural turf requires the express approval of the Environmental Control Committee and must comply with Environmental Control Committee guidelines
- Avoid planting of invasive and/or noxious plants such as bamboo

Antennas, Satellite Dishes and Signals

All antennas, satellite dishes and signals and the form of installation of such devices must be approved, approval of which shall not be unreasonably withheld subject to applicable FCC Guidelines, by the Environmental Control Committee prior to installation.

Security Measures

All security measures including but not limited to security cameras and motion detectors should only observe the Homeowners Lot and require approval prior to installation by the Environmental Control Committee.

Exterior Modifications or Attachments

Exterior modifications or attachments visible from another Lot, Common Area, or public street, require the prior approval of the Environmental Control Committee.

Fences

The Woodlands neighborhood is surrounded by a perimeter fence at the boundaries of the property, which protects all residents' homes and property from intrusion.

There are two types of perimeter fencing: perimeter fencing on Association property and perimeter fencing on private property.

The Association is only responsible for the maintenance, care and replacement of the perimeter fencing on Association property that does not adjoin a Homeowner's perimeter and/or private property.

Homeowners are responsible for maintenance, care and replacement of all fencing that encloses their private property including that, which adjoins the perimeter. Where the fence line is between two property Homeowners, the decisions and the costs will be shared. Homeowner's are responsible for the maintenance, care and replacement of wrought iron and stone fencing in their front areas.

The Environmental Control Committee must approve any work to fencing before work can begin.

Environmental Control Definitions

"Visible from Neighboring Property or Visible from Neighboring Lot"

Shall mean visible from the ground level and shall not mean visible from a second story or non-ground level vantage point

The term "improvements" shall include but shall not be limited to the following:

- The erection of any structure, including but not limited to additions to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels, or other buildings for the care of animals, and greenhouses;
- The erection of any fence;
- The grading, scraping, excavation or other rearranging of the surface; the construction of any driveway, walkway, entryway, patio, decking or other similar item;
- The alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces;
- The planting, replanting or rearrangement of any plant life.

Temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement must be approved by the Environmental Control Committee.

Elements requiring Environmental Control Committee approval prior to the commencement of work:

- Landscaping
- Installation of Antennas and Signals
- Installation of Security Measures and Devices
- Sidewalk Encroachments
- Crossover Easement
- Alteration Easement
- Encroachment Easement
- Utility Easement
- Fencing
- Signs
- Removal of any tree over 10 feet

Environmental Control Committee & Process

The Board of Directors of the Association appoints an Environmental Control Committee (ECC) composed of at least three (3) persons to approve improvements requested and proposed by Homeowners.

Requests should be submitted to the Chair of the Environmental Control Committee with a copy going to the HOA Board ECC liaison.

No work requiring approval from the ECC, may begin until it has been approved by the ECC.

The ECC shall meet within fifteen (15) days after a Homeowner has made application to it for approval, submitting at that time two (2) sets of plans and specifications if applicable.

The ECC shall render its decision within thirty (30) days after submission, either approving the plans or disapproving them, in the latter case making specific reference to those features, which caused the disapproval. Approval may be conditioned upon completion within a specified period of time.

All decisions shall be made by a majority vote of the ECC. A failure of the Committee to act will result in the project being considered approved.

Homeowners may appeal any decision of the ECC to the Board by submitting written notice of such appeal to the president of the Board within 10 days after receiving notice of the ECC's decision. The Board's decision shall be final.

12. RIGHT OF WAY

During reasonable hours, any member of the Environmental Control Committee, or member of the Board of Directors or their representative have the right to enter upon and inspect any Lot or Common Area for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

13. MONTHLY ASSESSMENT

Homeowners underwrite expenses of maintaining The Woodlands through a monthly assessment. The fee is established through the recommendation of the Board of Directors. It is based upon the needs expressed in the budget including a reserve fund required by the By-Laws. The fee is kept low because of the volunteer work of the Board members and committee members.

Monthly assessments are due on the first day of each month payable to The Woodlands of Austin Homeowner's Association. An assessment is delinquent if not received by the close of business on the 15th of the month. Interest at the maximum rate allowed by law shall accrue on delinquent assessments.

14. ENFORCEMENT & FINES

The Board shall have the right to enforce all provisions set forth by the Amended Declarations, By-Laws, and Rules and Regulations. Failure by the Board or any member to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to enforce them.

The Board may assess damage charges against a Homeowner for pecuniary loss to the Association from property damage or destruction of common areas, common elements, or common facilities by a Homeowner, Homeowner's family, guests, occupants or tenants.

Fines may be assessed against a Homeowner by the Board for violations of restrictions or standards of conduct contained in the Amended Declarations, Bylaws, or Rules and Regulations, including but not limited to nonpayment of annual and special assessments and failure to comply with permitted uses, restrictions and environmental controls which have been committed by a Homeowner, Homeowner's family, guests, employees, agents, tenants, or occupants.

The Board shall establish a General Schedule of Fines for uncorrected violations of the governing documents (i.e., the Amended Declarations, the Bylaws, and these Rules and Regulations). The Board reserves the right to vary from the General Fine Schedule both as to which notice will be sent and the amount of any fine as it deems appropriate on a case-by-case basis. These fines are in addition to other legal remedies available to the Association under its governing documents and state law, including but not limited to the right to file suit, to levy fees or charges for delinquent payments, and to seek reimbursement for legal fees or property damage repair expenses.

All fine notices and procedures shall be in compliance with state law, including Section 209 of the Texas Property Code. To the extent that this Violation and Fine Policy may conflict with state law, state law shall control.

15. NOTICE OF VIOLATIONS

The procedure for notifying Homeowners of fines and damage assessments is as follows:

- a) The Association, acting through a Board member or managing agent, shall send notices to alleged violators, informing them of the violation and asking them to comply with the applicable section of the Amended Declarations, Bylaws, or Rules, and informing them of the potential fines or damage assessments.
- b) The Association must give the Homeowner written notice of the fine or damage charge not later than thirty (30) days after the Board has voted to assess the fine or charge. This date shall not be later than sixty (60) days after the date of the alleged infraction or Board discovery of the alleged infraction, whichever is later. The notice must be sent by certified mail, return receipt requested.
- c) Notice of the fine or damage must describe the violation or damage and must state any amount due from the Homeowner. Unless the Homeowner has previously been given notice of the violation and the opportunity to exercise cure rights and hearing rights in the preceding 6 months, the notice must also state that (i) the Homeowner is entitled to a reasonable period of time to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public safety (see F below) and, (ii) the Homeowner may request a hearing under Section 209.007 of the Texas Property Code.
- d) The Homeowner may request a hearing regarding the fine or damage charge no later than thirty (30) days after the date of the notice sent to the Homeowner. The request shall be submitted in writing to the Board in care of the property manager.

- e) If the Homeowner cures the violation before the expiration of the period for cure provided in the notice, a fine may not be assessed for the violation.
- f) A violation is considered incurable if it has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

Examples of acts considered incurable are:

- Shooting fireworks
- Act that constitutes a threat to health or safety;
- Noise violation that is not ongoing;
- Property damage, including the removal or alteration of landscape, and
- Holding a garage sale or other prohibited event

The following are examples of acts that are considered curable:

- Parking violation;
- Maintenance violation;
- Failure to construct improvements or modifications in accordance with approved plans and specifications, and
- An ongoing noise violation, such as a barking dog.

(A violation is considered a threat to public health or safety if it could materially affect the physical health or safety of an ordinary resident.)

All notices of violation shall be in compliance with state law, including Section 209 of the Texas Property Code. To the extent that this Notice of Violation may conflict with state law, state law shall control.

16. GENERAL FINE SCHEDULE

First Violation – warning letter A Homeowner is charged with a First Violation when neither the Homeowner nor any person for whom the Homeowner is responsible has committed the same or a similar violation at any prior point in time. In the event of a First Violation, a warning letter will be sent to the Homeowner giving notice of the violation and requesting that it be cured by a certain date or, in the case of a violation that is a one-time-event, requesting that it not be repeated. No fine will be assessed in conjunction with a warning letter.

Second Violation-\$50.00 A Homeowner is charged with a Second Violation when the Homeowner has already been charged with (i.e., held responsible for) a First Violation that is the same or a similar violation. In the event of a Second Violation, a fine of \$50.00 will be levied. The Homeowner shall be provided a reasonable time to cure the violation

Third Violation-\$75.00 A Homeowner is charged with a Third Violation when the Homeowner has already been charged with (i.e., held responsible for) a Second Violation that is the same or a similar violation. In the event of a Third Violation, a fine of \$75.00 will be levied, and the Homeowner will be warned that any continuation or repeat of the violation will subject the Homeowner to a fine of \$150.00.

Fourth Violation-\$150 A Homeowner is charged with a Fourth Violation when the Homeowner has already been charged with (i.e., held responsible for) a Third Violation that is the same or a similar violation. In the event of a Fourth Violation, a fine of \$150.00 will be levied, and the

Homeowner will be warned that any continuation or repeat of the violation will subject the Homeowner to a fine of \$200.00 and potential legal action by the Association.

Fifth and Subsequent Violations - \$200 and Legal Action All violations subsequent to a Fourth Violation will subject the Homeowner to a fine of not less than of \$200.00 and will be turned over to an attorney for appropriate legal action, with all reasonable attorney's fees being charged to the Homeowner as permitted by law.

Opportunity to cure and avoid fine

As provided in Section 209 of the Texas Property Code and above, if a fine is levied against an Homeowner, the Homeowner must be given a reasonable period of time to cure the violation, and thereby avoid having to pay the fine, unless the Homeowner was given notice and opportunity to cure a similar violation within the preceding six months. Given that the General Fine Schedule calls for initial warning letters (with no fines) that provide notice of the violation and an opportunity to cure, a subsequent violation (i.e., a Second Violation) occurring within six months will not trigger any legal right to cure the violation and avoid the fine. The Board may, however, as it deems appropriate, provide an opportunity to cure and avoid any fines, in spite of no legal obligation to do so. (Note: If a violation carrying a legal right to cure and avoid a fine is a one-time event - i.e., by its nature, not on-going or repeating, and thereby not technically "curable" - then the notice should provide that the fine is suspended unless and until the same or a similar violation is committed by the Homeowner or someone for whom the Homeowner is responsible.) Notwithstanding the foregoing, the Association reserves the right to file an action for injunctive and/or emergency, ex parte relief in the event of an emergent condition.

17. HEARINGS

If a hearing is requested and the Board determines the Homeowner is eligible for a hearing, the Board shall hold the hearing no later than 30 days after the date the Board receives the Homeowner's request, and shall notify the Homeowner, in writing, of the date, time and place of the hearing at least 10 days before the date of the hearing. The Board or the Homeowner may request a postponement, which shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the Board and the Homeowner. Both the Homeowner and the Association have the right to make an audio recording of the hearing.

18. DUE DATES

If a hearing is not held, fines and property damage charges are due and payable on the date provided in the notice. If a hearing is held and the Board votes to uphold the fine and/or property damage charge, the amount shall be due from the Homeowner no later than thirty (30) days after receipt of the Board's decision.

19. ALTERNATIVE PAYMENT PLANS

In the event a Member becomes delinquent in the payment of any amount due to the Association, such Member may enter into a payment plan, pursuant to the following:

- a) plan with the Association.
- b) No Member shall be entitled to enter into a payment plan if such Member was in violation of any payment plan with the Association in the previous two-year period prior to the request for payment plan.

- c) Payment plans shall be for a period not to exceed 3 months, unless otherwise determined by the Association or its representative or attorney. Payment plans shall include the following information: all amounts owed by the Member, all amounts that will come due during the term of the plan, and all amounts for the cost of the administration of the payment plan as indicated in Number 7 below. Each payment under the payment plan shall be equal.
- d) After a Member is notified of a delinquency in the payment of amounts due to the Association, the Member shall have a period of 30 days within which to request a payment plan. A payment plan will be prepared and delivered to the Member within a reasonable amount of time. The Member must execute and return the payment plan along with the first payment due under the plan within five (5) days of receipt of the payment plan by the Member. If the Member fails to request an alternative payment schedule within the thirty (30) day period allowed by the notice to the Member provided pursuant to Texas Property Code § 209.0064(b)(3), the Association shall not be obligated to offer such alternative payment schedule.
- e) If the Member does not execute and deliver the payment plan to the Association within said 30-day period, it shall be conclusively presumed that the owner does not elect to enter into a payment plan and no further alternative payment schedules shall be offered.
- f) Any payment returned for insufficient funds shall be a breach of the payment plan agreement.
- g) Members shall be responsible for all legal fees associated with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the payment plan.

20. APPLICATION OF PAYMENTS

Payments received by the Association from the Homeowner shall be applied to the Homeowner's debt in the following order of priority: (i) any delinquent assessment; (ii) any current assessment; (iii) any attorney's fees or third party collection costs incurred by the Association that are associated solely with assessments or any other charge that could provide the basis for foreclosure; (iv) any attorney's fees incurred by the Association that are not included (iii) above; (v) any fines assessed by the Association; and (vi) any other amount owed to the Association.

21. SALE OF RESIDENCES

Each Homeowner, prior to selling his residence in The Woodlands, shall furnish the prospective buyer or realtor with a copy of the most current governing documents (i.e. Declaration, By-Laws, and Rules and Regulations) for The Woodlands. Copies of these documents are available for a small copying fee from the Association management office.

Prior to any sale, each Homeowner must obtain the prospective buyer's signature on an Association-approved acknowledgment form stating that the buyer has received all HOA governing documents and understands them. Copies of the acknowledgment form are available at no cost from the Association management office.