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*Dyana Limon-Mercado*  
Dyana Limon-Mercado, County Clerk  
Travis County, Texas

Oct 30, 2023 03:47 PM Fee: \$42.00

**2023123302**

\*Electronically Recorded\*

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS**

**SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.**

*(Relating to Enforcement and Towing)*

**Document reference.** Reference is hereby made to that certain Condominium Declaration for Spicewood Point Townhomes, filed at Vol. 8131, Pg. 836 in the Condominium Records of Travis County, Texas (together with all supplements and amendments, the "**Declaration**").

Reference is further made to rules of the Association recorded in Document Nos. 2021193516, 2023057091, and 2023112300 in the Official Public Records of Travis County, Texas (together with all supplements and amendments, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of Spicewood Point Townhomes Owners Association, Inc. (the "**Association**");

WHEREAS Declaration section 4.4 and Bylaws section 5.3 authorize its Board of Directors to adopt and amend rules for the Association;

WHEREAS the Board has voted to adopt the Enforcement Policy set forth on Exhibit "A" as a supplement to the Rules, and this document is recorded to put all interested persons on notice of said adoption:

THEREFORE the Rules have been, and by these presents are, amended to incorporate the Enforcement Policy set forth on Exhibit "A".

Subject solely to the amendments contained in Exhibit "A", all of the Rules of the Association remain in full force and effect.

APPROVED and ADOPTED this 30th day of October, 2023.

**SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.**

Acting by and through its Board of Directors

By: Niemann & Heyer LLP, attorneys and authorized agents, filing  
on behalf of the Board in accordance with Chapter 202, Texas Property Code

By: *Patrice Arnold*  
Patrice Arnold

Exhibit "A": Enforcement Policy

**Acknowledgement**

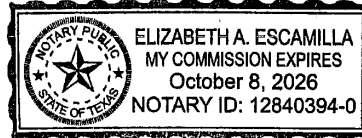
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 30<sup>th</sup> day of October, 2023, by Patrice Arnold in the capacity stated above.

*Elizabeth A. Escamilla*

Notary Public, State of Texas



**After recording, please return to:**

Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

Exhibit "A"

**ENFORCEMENT POLICY**

**Summary of Enforcement Policy**

1. Send Courtesy Warning Letter (optional)
2. Send Initial Notice of Enforcement Action
3. Send Subsequent Notice of Enforcement Action

*The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the deed restrictions other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged common elements or other property maintained or owned by the Association.
2. **Violation Notices.**
  - i. Courtesy Warning Letter (optional). Upon becoming aware of a deed restriction violation and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter requesting that the owner cure that violation by a date certain to avoid fines or other enforcement action.
  - ii. Initial Notice of Enforcement Action – Fines; Damage Charges. If a violation is not cured in response to a Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:
    - A. Levy a fine; and/or
    - B. Charge the owner for property damage.

Any such action shall be initiated by sending an Initial Notice of Enforcement Action to the owner. The Initial Notice of Enforcement Action shall:

- A. Be in writing and mailed, emailed, or faxed to the most current owner address, email address, or fax number shown on the Association's records or delivered in person to any occupant of the unit.
- B. Describe the violation or property damage at issue.
- C. State the amount of any proposed fine or property damage charge levied against the owner (or the amount of the fine if the letter is a Subsequent Notice of Enforcement Action).
- D. State a specified date by which the owner may cure the violation and avoid the fine except as provided in subsection iii below (n/a to damage charges).
- E. Inform the owner that he has 30 days from the date of the notice to request a Board hearing to contest the fine or damage charge.

- iii. Subsequent Notice of Enforcement Action -- Continuing or Repeat Violations. If an owner has been sent an Initial Notice of Enforcement Action and the same violation continues or a similar violation is committed within 12 months, the Association may send the owner a Subsequent Notice of Enforcement Action. A Subsequent Notice of Enforcement Action shall be of similar form as the Initial Notice of Enforcement Action, except that the Subsequent Notice of Enforcement Action does not need to provide an opportunity to cure the violation and avoid the related fine (the fines levies immediately).

**3. Timing for posting fine or damage charge to owner account.**

- i. Initial Notice of Enforcement Action -- Fine posted at end of cure period; damage charge posted immediately.

*Fines.* Any fine described in an Initial Notice of Enforcement Action shall be posted to an owner's account if and when the cure period deadline passes and the violation has not been cured.

*Damage charge.* Any damage charge described in an Initial Notice of Enforcement Action may be posted immediately to the owner's account.

- ii. Subsequent Notices of Enforcement Action – fine posted immediately. Any fine levied in a Subsequent Notice of Enforcement Action shall be posted immediately to the owner's account.

**4. Standard Fine Schedule.** Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below).*

- i. Courtesy Warning Notice: No fine.
- ii. Initial Notice of Enforcement Action: \$25.00 fine (daily/weekly or one-time)
- iii. Subsequent Notice of Enforcement Action: \$50.00 fine (daily/weekly or one-time)  
\$75.00 fine (daily/weekly or one-time)  
\$100.00 fine (daily/weekly or one-time)  
\$125.00 fine (daily/weekly or one-time)  
(Increases \$25.00 for each additional notice).

- 5. **Hearings.** If an owner requests a hearing in a timely manner, that hearing shall be held within a reasonable period of time. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.

- 6. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy fines according to the Standard Fine Schedule, and levy property damage assessments, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote

or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

7. **Owners as Responsible Party.** If the owner, a family member, resident, guest, tenant, or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related unit.
8. **Self-help enforcement action.** Notwithstanding other language herein, the management company, Association attorney, and other authorized agents of the Association are granted the authority to carry out self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration, other governing documents, or state law. Unless otherwise prohibited by the Declaration or other governing documents, all associated costs shall be assessed to the Owner's account.
9. **Towing.** Any vehicle parked in Common Area in violation of published rules of the Association is subject to being towed at the vehicle owner's expense. Violations include, without limitation:
  - a. Placing or parking more than two (2) vehicles per Unit in the property: one vehicle is allowed in the assigned space and only one vehicle is allowed in an unassigned space;
  - b. Parking in a space assigned to another Unit without the consent resident of the Unit to whom the space is assigned;
  - c. Visitor or guest vehicles parked on in unassigned spaces in Common Area in excess of 48 hours;
  - d. Visitor or guest vehicles parked in covered or assigned parking spaces;
  - e. Vehicles parked where prohibited by curb markings or signage;
  - f. Vehicles that block or impede access to other parking spaces;
  - g. Vehicles that do not have a current license, that are visibly inoperable, are in the process or being repaired, or that are unsightly (appear to be abandoned or junkers) shall not be parked in Common Areas for more than 48 hours regardless of where in the Common Area the vehicle is parked: moving the vehicle will not restart the time period;
  - h. Boats, campers, recreational vehicles, trailers, and vehicles in excess of 18' in length shall not be parked on the property except as allowed by written variance granted by the Board.