



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

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STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDMENT OF RULES AND REGULATIONS
OF
SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.

Related to Deed Restriction Enforcement

This document REPLACES and SUPERSEDES the enforcement policy previously filed of record as Exhibit "A" to Document No. 2017110923 in the Official Public Records of Travis County, Texas.

Document reference. Reference is hereby made to that certain Amended Declaration of Covenants, Conditions and Restrictions of Summerwood Homeowners' Association of Austin, Inc., filed as Document No. 2014109714 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to that certain Amendment to Bylaws and Recordation of Original Bylaws, Summerwood Homeowners' Association of Austin, Inc., filed as Document No. 2012045764 in the Official Public Records of Travis County, Texas (together with any amendments or supplements, the "**Bylaws**").

Reference is further made to the Amended and Restated Rules and Regulations of Summerwood Homeowners' Association of Austin, Inc., filed as Document No. 2016109467 and the Amendment of Rules and Regulations of Summerwood Homeowners' Association of Austin, Inc., filed as Document No. 2017110923, both in the Official Public Records of Travis County, Texas (together with any amendments or supplements, the "**Rules**").

The attached enforcement policy as defined in this filing replaces and supersedes the enforcement policy filed of record as Exhibit "A" to Document No. 2017110923 in the Official Public Records of Travis County, Texas.

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Summerwood Homeowners' Association of Austin, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Bylaws Article VIII Section 1(a) and/or State law; and

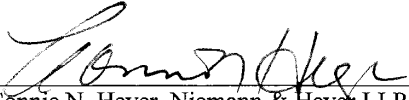
WHEREAS the Board has voted at a properly noticed meeting to amend the existing Rules as set forth in attached Exhibit "A".

THEREFORE the attached amendment to the Rules REPLACES and SUPERSEDES the enforcement policy previously filed of record as Exhibit "A" to Document No. 2017110923 in the Official Public Records of Travis County, Texas.

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 at a meeting of the Board of Directors the 16th day of November 2023.

SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.
Acting by and through its Board of Directors
Filed of record in accordance with Ch. 202, Texas Property Code by



Connie N. Heyer, Niemann & Heyer LLP, attorneys and authorized agents


Exhibit "A": Enforcement Policy

Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed and acknowledged before me on the 8th day of December 2023 by
Connie N. Heyer in the capacity stated above.



Notary Public, State of Texas

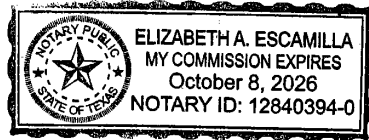


EXHIBIT "A"
Enforcement Policy

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (curable violations only - optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

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. **Violation Notices.**

i. Courtesy Warning Letter (curable violations only). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter via email or mail.

ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

A. Send a certified warning letter noting a possible fine and/or other remedy.

*If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.

*If the violation is an uncurable or health/safety violation, the fine will levy immediately.

*Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 1(ii) above.

2. **209 Violation Notices – Curable vs. Uncurable Violations.**

i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.

ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

3. **209 Violation Notices -- When a fine or damage assessment may be levied; Board hearings.**

i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.

ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.

iii. Subsequent Fines. This Section 3 does not apply to fines levied after the initial fine. (See Section 1(iii) – Subsequent Violations, above.)

4. **Categories; Standard Fine Schedule.** Below is the Standard Fine Schedule for violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below). Any mailing or transmittal fee for letters, emails, or other messages sent pursuant to this rule shall be levied in addition to the fine and considered part of the fine.*

i. Categories of restrictive covenants. The general categories of restrictive covenants for which the Association may levy fines are (the Association may levy fines for violations of the following restrictive covenants of the Association):

1. Declaration, and any amendments thereto;
2. Bylaws, and any amendments thereto;
3. Rules and policies, including design guidelines, and any amendments thereto; and
4. Articles of Incorporation or Certificate of Formation of the Association, and any amendments thereto.

ii. Curable Violations. For all categories of violations, if the violation is of a curable nature, the following general fine schedule applies:

- | | | |
|----|-------------------------------|--|
| A. | 209 Violation Notice: | \$25.00 fine (daily/weekly or one-time plus any mailing fee); and/or suspension of common area usage rights if violation note cured by stated deadline |
| B. | Subsequent Violation Notices: | \$50.00 fine (daily/weekly or one-time plus any mailing fee);
\$100.00 fine (daily/weekly or one-time plus any mailing fee);

\$125.00 fine (daily/weekly or one-time); plus any mailing fee);

(Increases \$25.00 for each additional notice). |

iii. Uncurable Violations. For all categories of violation, if the violation is of an uncurable nature, the follow general fine schedule applies:

- A. 209 Violation Notice: \$100.00 fine (plus any mailing fee); or
Property damage assessment.
- B. Subsequent Violation Notices: \$125.00 fine (plus any mailing fee);
\$150.00 fine (plus any mailing fee);
\$175.00 fine (plus any mailing fee);
(Increases \$25.00 for each additional notice).

- 5. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner¹, that hearing shall be held. At the board's election, the hearing may be held either in person or by remote communication. 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 initial or subsequent fines according to the Standard Fine Schedule, and levy property damage assessments, and levy enforcement costs, 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 at a properly noticed meeting if and when it deems appropriate.
- 7. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
- 8. **Owners as Responsible Party.** If the owner, a family member, 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 lot.
- 9. **Unpaid amounts.** Unless otherwise determined by the board, accounts with delinquencies of more than 90 days will be referred to Association legal counsel for collection. Upon such referral legal counsel is authorized to take whatever action necessary to collect the amounts due including without limitation demand letters, lien filing, and foreclosure action, and in the event of bankruptcy, appropriate filings and motions and monitoring to protect the Association's interest.

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¹ See attached for §209.007 hearing provisions at the time this rule was filed of record.

Sec. 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION. (a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, 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.

(b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 22(2), eff. September 1, 2021.

(c) The association 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. The owner or the association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.