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Leon County

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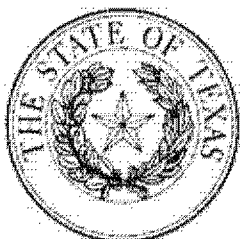
Parties:

**Direct- WOODLAND HILLS RANCH PROPERTY
Indirect- TO THE PUBLIC**

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*****THIS PAGE IS PART OF THE INSTRUMENT*****



STATE OF TEXAS	§	RESOLUTION ADOPTING
	§	FINES AND ENFORCEMENT POLICY
	§	FOR WOODLAND HILLS RANCH
COUNTY OF LEON	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WOODLAND HILLS RANCH PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING FINE AND ENFORCEMENT POLICY**

Pursuant to Section 209.0061, Texas Property Code, Woodland Hills Ranch Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following fine and enforcement policy to set forth its policy for levying fines, to wit:

1. Board's authority to grant variance on fines.

The Board is granted the authority to adopt and assess a different fine amount on a case-by-case basis after considering all the facts of the violation. Any Category of fine can be increased for repeat offenses. Additionally, *self-help* may be an option.

Self-help may involve the Association hiring or contracting to have a violation corrected/cured and charging the cost to the homeowner. An example may include exterior landscape maintenance or removal of junk/debris. Owners will be notified whenever the Association is considering implementing self-help remedies.

2. General categories of restrictive covenants for which the Association may assess fines and schedule of fines.

In addition to the remedies outlined in Section 7.11 of the Covenants, Conditions, and Restrictions (CCRs), the Board has adopted the following general schedule of fines. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board may assess a daily fine against an Owner for a Continuous Violation. The Board also reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation.

Category of Violation	Days to Cure	Fine per day	Other Action
Timeline for Construction (2.03)	30	\$10	Owners are encouraged to communicate with the ACC early should an extension to the build process be needed.
Limit on Structures (2.05)	30	\$25	
Storage of RV's (2.06)	30	\$25	
Mobile Homes or Manufactured Homes (2.07)	30	\$25	
Junk and Debris (2.08)	21	\$20	<i>Self Help</i>
Prohibited Animals (2.09)	21	\$20	
Signs (2.10)	21	\$10	<i>Self Help</i>
Limit on Activity (2.12)	30	\$50	
Short Term Rentals (2.13)	30	\$50	
Nuisance (2.14)	14	\$25	<i>Self Help: Mowing</i>
Water Wells and Irrigation Systems (2.15)	30	\$25	ACC application
ACC Approval Required (8.01.a)	30	\$25	

3. Notice of Violation.

The property owner shall be notified of the violation. Such notification shall be done in writing and shall include at a minimum,

- a. **First Violation** - If the property owner has not been given notice for the same or similar violation within the preceding six (6) months, the violation may be resolved with an email reminder and shall include at a minimum,
 - i. The portion of the CCR that has been violated,
 - ii. A timeframe for curing the violation if the violation is "curable."
 - iii. The notice may also suggest ways of curing the violation.
- b. **Repeat Violation or Continuing Violation** - If the property owner has been given notice for the same or similar violations within the preceding six (6) months but commits the violation again or the violation is not cured within the previously given time frame, a **formal written Notice of Enforcement Action** shall be sent via Certified Mail – Return Receipt Requested. This written notice may also be sent First Class mail and by email.

Any formal written Notice of Enforcement Action shall contain at minimum:

- i. Reference to the section of the CCRs that is being violated,
- ii. A reasonable amount of time to cure the violation (if applicable) in accordance with this policy document,
- iii. Potential action, to include fines, that the Association may take in accordance with this policy document,
- iv. Advise the homeowner's right to a hearing before the Board in accordance with Part 209.007 and instructions for requesting a hearing.

4. Information regarding hearings described by Section 209.007 of the Texas Property Code.

- a. Except as provided by subsections (c) and (d) below, 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. The Association shall hold a hearing 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.
- c. The notice and hearing provisions of Section 209.007 of the Texas Property Code 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.
- d. The notice and hearing provisions of Section 209.006 and Section 209.007 of the Texas Property Code do not apply to a temporary suspension of an Owner'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 the 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.

5. Notice to Members.

The Association shall:

- A. Provide a copy of this Policy to an Owner of a lot in the Subdivision by:
 - a. posting the policy on an Internet website maintained by the Association or an agent acting on behalf of the Association and accessible to Members of the Association; or
 - b. annually sending a copy of the policy, separately or included in routine communication from the Association to Members, by:
 - i. hand delivery to the Owner;
 - ii. first class mail to the Owner's last known mailing address; or
 - iii. email to an email address provided to the Association by the Owner; and
- B. Make the policy available on any publicly accessible Internet website maintained by the Association or an agent acting on behalf of the Association.

6. Owner's Liability.

An Owner is liable for any fines levied by the Association for violations by the Owner, any lessees, or the Owner or lessees' family, guests, employees, agents or contractors. Regardless of who performs the violation, the Association will direct its communications to the Owner.

7. Definitions.

Any words not defined in this Policy shall have the same meaning assigned in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Woodland Hills Ranch Subdivision filed of record under Instrument No. 2021-00441523, Official Public Records of the Leon County Clerk, Leon County Texas.

By his signature below, the President of the Association certifies that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 1st day of February 2024.

**WOODLAND HILLS RANCH
PROPERTY OWNERS' ASSOCIATION, INC.**

By:

Name:

Title: President

ALEXANDER BATARD

THE STATE OF TEXAS

COUNTY OF FT. BEND

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CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared ALEXANDER BATARD who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Woodland Hills Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of Woodland Hills Ranch Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 2 day of Feb 2024.

Carolina C Askew

Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

PMI Bluebonnet Realty
405 Main Street
Blanco, TX 78606

