



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 01, 2021 09:30 AM Fee: \$ 142.00

2021195556

Electronically Recorded

NOTICE OF DEDICATORY INSTRUMENTS

Architectural, Landscape, and Construction Rules; Contract Bid Process; Enforcement Policy and Fine Schedule

Declaration: Second Amended Restated Declaration of Covenants, Conditions and Restrictions, Recorded at Volume 6598, Page 1046, Deed Records, Travis County, Texas, and all joinders, supplements, annexations and amendments thereto.

Association: The Courtyard Homeowners Association, Inc., a Texas non-profit corporation.

Subdivision: The Courtyard

Pursuant to Texas Property Code §202.006, the Association gives notice that all property subject to the Declaration is also subject to the following dedicatory instruments:

1. Architectural Guidelines, Landscape Requirements, and Construction Standards, attached hereto as **Exhibit A**, superseding and replacing previously recorded versions;
2. Contract Bid Process, attached hereto as **Exhibit B**;
3. Enforcement Policy and Fine Schedule, attached hereto as **Exhibit C**, superseding and replacing previously recorded versions.

The attached dedicatory instruments are complete, correct, and current as of the date of this Notice, but may be amended from time to time.

A current copy of each dedicatory instrument can be obtained from the Association's managing agent, Goodwin Management, Inc., or the successor managing agent shown in the most recent management certificate recorded in the Travis County property records.

EXECUTED this 31 day of August, 2021.

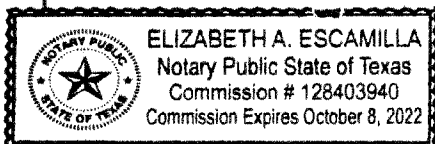
THE COURTYARD HOMEOWNERS
ASSOCIATION, INC.

By: *Patrice Arnold*
Patrice Arnold, attorney in fact

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31st day of August, 2021, by Patrice Arnold, in the capacity set forth above.



Elizabeth A. Escamilla
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Arnold and Associates, PC
406 Sterzing St., Suite 300
Austin, TX 78704

**Courtyard Homeowners Association, Inc.
Enforcement Policy and Fine Schedule**

Adoption Date: August 2021

The purpose of the Enforcement Policy and Fine Schedule (“Policy”) is to establish policies and procedures for the enforcement of the restrictions, bylaws, and rules created by the Courtyard Homeowners Association, Inc. (“CHOA”) Board of Directors (“Board”) (collectively, “Governing Documents”) and the imposition of penalties for violations of same. The Governing Documents were created as a guideline to promote a harmonious community and to maintain the overall quality of the neighborhood. This Policy contains examples of violations but is not intended to set forth a complete list of all possible violations. The goal of the Policy is to describe the policies regarding violations of the Governing Documents clearly and to set forth the enforcement process for imposing penalties in the form of a standard Fine Schedule. The authority for the imposition of fines is specifically granted to the Board in the CHOA Second Restated Bylaws (see all Governing Documents at <http://www.courtyardhoa.org/hoa/> under “HOA Documents”). In accordance with the above-stated purpose and goal, the Board adopts the following policies and procedures:

1. Policies for Violations of Governing Documents

1.1 Scope. This Policy applies to all violations of the Declaration, Bylaws, and recorded rules and regulations of CHOA (collectively, “Violation”). Violations may be reported to CHOA via email or written notice to the Compliance Committee or any Board member. Violations may also be observed by any Compliance Committee member or Board member. The Board may respond to a Violation with any of the remedies listed below or other appropriate action as determined from time to time by the Board.

1.2 Options for Remedial Action. The remedies listed below shall be in addition to any other remedies provided by the Declaration, Bylaws, Texas statute, or other law:

1.2.1 Assess a fine against the Owner and the Owner’s lot;

1.2.2 Suspend or condition the use by an Owner, tenant, occupant, or guest of common facilities (including all or part of any common areas)

that are operated and/or managed by CHOA;

1.2.3 Record a notice of non-compliance in the County Official Public Records;

1.2.4 Levy a damage assessment against an Owner; and

1.2.5 Impose costs of collection or enforcement (including reasonable manager's and/or attorney's fees) against an Owner.

1.3 Non-Exclusivity. The foregoing remedies are cumulative and may be imposed in any combination with each other. For example, for the same Violation, the Board may suspend the right to use a common area amenity, impose a fine, and charge reasonable manager's or attorney's fees incurred required for enforcement.

1.4 Vicarious Liability. Owners are responsible for Violations committed by family members, tenants, guests, invitees, licensees, and occupants of the lot.

1.5 Administrative Fee. CHOA may charge an administrative fee of not more than \$25.00 per Notice of Violation to defray the time and cost of processing violation notices.

1.6 Curable and Uncurable Violations; Threats to Public Health or Safety.

1.6.1 A Violation is considered curable if it can be rectified. Violations that are curable include but are not limited to a parking violation; a maintenance violation; the failure to construct improvements or modifications in accordance with approved plans and specifications; and an ongoing noise violation such as a barking dog.

1.6.2 A Violation is considered uncurable if it has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Violations that are uncurable include but are not limited to shooting fireworks; an act constituting a threat to health or safety; a noise violation that is not ongoing; property damage, including but not limited to the removal or alteration of landscape; and events or activities prohibited by the Declaration or city ordinance.

1.6.3 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.

1.7 Current Address. Texas Property Code § 209.006 requires a homeowner's association to send certain written correspondences via certified mail. Therefore, each Owner is required to maintain with CHOA a current, valid mailing address (*i.e.*, one at which the Owner receives certified mail without being forwarded) and to notify CHOA timely of any changes. An Owner's failure to notify CHOA timely of a change in mailing address will not toll, continue, or otherwise delay enforcement of the Policy.

1.8 Imposition of Fines. The Board gives standing orders to the Managing Agent and/or CHOA's Compliance Committee to send a Notice of Violation with request for voluntary compliance whenever a Violation is discovered and without express authorization from the Board on each individual Violation. If the Violation is not voluntarily and timely cured after the first notice, if it is uncurable, or if it poses a threat to public health and/or safety, then the Board may begin imposing fines according to the Fine Schedule and enforcement process set forth herein. If the Violation is not within one of the categories shown on the schedule, then the Board may use reasonable discretion to set the fine. In setting the fine, the Board may consider all relevant factors, including but not limited to the nature of the Violation, its frequency, and its effect on neighboring Owners, lots, common areas, and other properties as applicable.

1.9 Repeat Violations. The fine for a repeat Violation within 12 months of the previous same Violation will be higher than the fine for the previous violation(s) as shown on the Fine Schedule. Generally, a curable Violation that is not corrected within 15 days of issuance of the Notice of Violation via certified mail will be considered a repeat offense and subject to an escalating fine as shown on the Fine Schedule.

1.10 Fine Period. Generally, fines will be imposed per Violation, per occurrence. For example, if a Violation is not corrected within the specified time, then the subsequent Notification of Violation constitutes a new Violation. If the Violation is of a continuous or ongoing nature, then fines may be imposed per Violation on a daily or weekly basis, provided that the Notice of Violation advises the Owner that fines will be imposed on this alternate basis.

1.11 Exceptions. The Board may depart from the foregoing guidelines and impose a fine at a greater rate per Violation, provided that the Notice of Violation advises the Owner in advance of the amount of the greater fine and gives the Owner a reasonable opportunity to avoid the greater fine by curing the Violation.

1.12 Payment. Payment of the fine is not a substitute for or in lieu of correcting the Violation. Regardless of payment of the fine imposed for a Violation, the Owner is required to correct the Violation set forth in the Notice of Violation.

1.13 Exemptions. The foregoing policies do not apply to a lawsuit seeking a temporary restraining order or temporary injunctive relief or to the collection of regularly scheduled assessments and late fees.

2. Procedures for Enforcement of Penalties

2.1 Authority. CHOA Bylaws give express power to the Board to adopt and publish rules and regulations to enforce the Governing Documents and to impose fines for violation of same. See Amended and Restated Bylaws of The Courtyard Homeowners Association, Inc., October 2020, at Article IV, § 6(h). This Section outlines the general enforcement procedure for Violations; however, strict adherence is not required if the Owner is given fair notice and all statutory conditions for enforcement have been met.

2.2 Attempt to Obtain Voluntary Compliance.

2.2.1 The Compliance Committee will notify the Owner of the curable Violation via email and request acknowledgment of same within 24 hours from the time that the email was sent.

2.2.2 The Owner will have 10 (ten) calendar days from the date that the email was sent to cure the Violation voluntarily.

2.2.3 If the Owner does not cure the Violation voluntarily, then the Board may initiate the process leading to the imposition of fines.

2.2.4 CHOA is not required to give an Owner the opportunity to cure a Violation to avoid imposition of fines if the following conditions are met:

2.2.4.1 The Owner was advised of and given a reasonable opportunity to cure the Violation within the preceding six (6) months, or

2.2.4.2 The Violation is uncurable or poses a threat to public health or safety.

2.3 Imposition of Fines.

2.3.1 The Compliance Committee and/or the Managing Agent shall notify the Board of a Violation and recommend imposition of fines when:

2.3.1.1 The Violation is curable, and the Owner has not cured the Violation voluntarily, despite being notified via email and given 10 (ten) calendar days to cure the Violation;

2.3.1.2 The Violation is uncurable; and

2.3.1.3 The Violation is a threat to public health or safety.

2.3.2 The Board shall send a written Notice of Violation to the Owner, via certified mail, return receipt requested at the Owner's last known address as shown in CHOA's records, as follows:

2.3.2.1 If the Violation is curable, then the Notice of Violation will describe the Violation, state the remedy to be imposed, state the amount of the fine, state the start date of the fine, and state the deadline for curing the curable Violation.

2.3.2.2 If the Violation is uncurable, then the Notice of Violation will describe the violation, state the remedy to be imposed, state the amount of the fine, and state the start date of the fine.

2.3.2.3 If the Violation is a threat to public health and safety, then the Notice of Violation will describe the violation, state the remedy to be imposed, state the amount of the fine, state the start date of the fine, and state the deadline for curing the Violation, if applicable.

2.3.3 All Notices, regardless of category of Violation, shall:

2.3.3.1 Inform that the Owner may, no later than the 30th (thirtieth) day after the date of the Notice of Violation, request a hearing before the Board to contest the matters listed in the Notice of Violation;

2.3.3.2 State that reasonable attorney's fees and costs will be charged if the Violation described in the Notice of Violation continues after the conclusion of the hearing or, if no hearing is requested, for such costs incurred after the deadline for requesting a hearing; and

2.3.3.3 Notify the Owner of special rights and/or relief available to persons on active military duty, such as: "If you or your spouse is serving on active military duty, you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act, 50 U.S.C. §§ 501-596."

2.4 Hearing.

2.4.1 Except for when CHOA files suit for a temporary restraining order, temporary injunctive relief, or foreclosure, an Owner who is entitled to an opportunity to cure a violation 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.

2.4.2 The Owner may request a hearing before the Board by mailing a written request to CHOA's Managing Agent: Goodwin Management, P.O. Box 203310, Austin, Texas 78720-3310.

2.4.3 Upon receipt of the request for a hearing, the Board shall promptly schedule the hearing and give the Owner at least 10 (ten) days' advance written notice via email of the date, time, and place of the hearing.

2.4.4 Not later than 10 days before the Hearing, the Board shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter that CHOA intends to introduce at the hearing. If CHOA does not provide the packet within this time period, then the Owner is entitled to an automatic 15-day postponement of the hearing.

2.4.5 During the hearing, a member of the Board or a representative designated by the Board shall first present CHOA's case against the Owner.

2.4.6 The Owner or a representative designated by the Owner is entitled to present the Owner's information and issues relevant to the appeal or dispute.

3. Standard Fine Schedule

Unless a different fine is set by the Board in the Notice of Violation, fines are imposed as follows:

First Offense:	\$50.00
Second Offense:	\$150.00
Third and Subsequent Offenses:	\$450.00 <i>per offense</i>
Violation of ECC Approval Policy:	\$250.00
Violation of Short-Term Rental Policy:	\$500.00 <i>per day from first day of rental until violation is cured</i>