



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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Electronically Recorded

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADOPTION OF RULES AND REGULATIONS
OF
WINDERMERE HOMEOWNERS ASSOCIATION**
(Regarding Deed Restriction Enforcement; Resale Certificates and Transfer Fees)

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Windermere – Revised 1996, filed at Vol. 12837, Pg. 1318, in the Real Property Records of Travis County, Texas, (together with all amendments, supplements, and annexation documents thereto, the **“Declaration”**).

Reference is further made to the Bylaws of Windermere Homeowners Association, Inc., filed as Document No. 2003096734 in the Official Public Records of Travis County, Texas (the **“Bylaws”**).

Reference is further made to the “Windermere Deed Violation Policy” and “Windermere Homeowners Association Pool Rules,” attached as exhibits to the Notice of Filing of Dedicatory Instruments for Windermere Homeowners Association, Inc., filed as Document No. 2000037301 in the Official Public Records of Travis County, Texas; and to that certain Adoption of Rules and Regulations of Windermere Homeowners Association, Inc., filed as Document No. 2011159470 in the Official Public Records of Travis County, Texas (cumulatively, together with all amendments and supplements thereto, the **“Rules”**).

WHEREAS the Declaration provides that owners of residential lots subject to the Declaration are automatically made members of Windermere Homeowners Association (the **“Association”**);

WHEREAS the Association, acting through its board of directors (the **“Board”**), is authorized to adopt and amend rules for the Association, pursuant to Sections 5.4(c) and 5.8(a) of the Declaration; and

WHEREAS the Board voted at its January 18, 2021 meeting to amend the Rules by Adding Section XII, Enforcement, attached hereto as Exhibit “A”, to replace the Windermere Deed Violation Policy.

THEREFORE the Rules are AMENDED by ADDING Section XII, Enforcement, attached hereto as Exhibit “A”, which shall replace and supersede the Windermere Deed Violation Policy.

Subject solely to the amendments contained in Exhibit “A”, all of the rules of the Association remain in full force and effect.

WINDERMERE HOMEOWNERS ASSOCIATION

Acting by and through its Board of Directors
Filed of record in accordance with Texas Property Code Ch. 202 by
Niemann & Heyer LLP, attorneys and authorized agents

Connie N. Heyer
Connie N. Heyer

Exhibit "A": Section XII. Enforcement

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was executed before me on the 9th day of March, 2021, by
Connie N. Heyer in the capacity stated above.

Elizabeth A. Escamilla
Notary Public, State of Texas

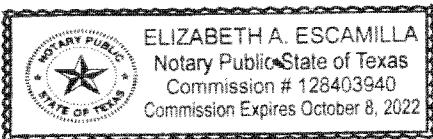


Exhibit "A"

SECTION XII. ENFORCEMENT

Enforcement Policy

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (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. **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 governing documents 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 Association property.

2. **Violation Notices.**

- i. Courtesy Warning Letter (optional). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter.
- 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 if an incurable 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 2(ii) above.

3. **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.

4. **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 4 does not apply to fines levied after the initial fine. (*See* Section 2(iii) – Subsequent Violations, above.)

5. **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), so long as that decision is based upon the facts surrounding that particular violation. Any mailing fee for letters conveying notice of the fine or other violation shall be levied in addition to the fine and considered part of the fine.*

i. Curable Violations.

- A. Courtesy Warning Notice: No fine.
- B. 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 not cured by stated deadline
- C. 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).

ii. Uncurable Violations.

- A. 209 Violation Notice: \$50.00 fine (plus any mailing fee); or property damage assessment.
- B. Subsequent Violation Notices: \$75.00 fine (plus any mailing fee); \$100.00 fine (plus any mailing fee); \$125.00 fine (plus any mailing fee); (Increases \$25.00 for each additional notice).

iii. Commercial Vehicle Violations. Notwithstanding 5(i) and (ii) above, violations involving a commercial vehicle shall be subject to **a fine of \$100.00 per day** if the violation is not cured by the deadline stated in the notice of violation. A **commercial vehicle** includes, without limitation, a tow truck (wrecker), cement truck, dump truck, or 18-wheeler tractor trailer.

iv. **Parking Violations.** Notwithstanding 5(i) and (ii) above, violations of Sections 3.14 and 3.15 of the Declaration for parking **boats** (including jet skis, “wave-runners”, and all other water craft), **trailers** (including utility trailers, camper trailers, travel trailers, and all other trailers), and recreational vehicles (**RVs**), including motor homes and all similar vehicles, shall be subject to a **fine of \$100.00 per day** if the violation is not cured by the deadline stated in the notice of violation

6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held. 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.

7. **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.

8. **Future changes in state law.** This 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.

9. **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.

SECTION XIII. RESALE AND TRANSFER FEES

The following provisions replace and supersede all prior Rules related to resale and transfer fees including those filed in Exhibit A (Board Resolutions) of the Rules filed as document no. 2011159470 in the Travis County Official Public Records

Resale and Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale (any transfer, regardless of whether consideration is paid) of any property in accordance with the then-current fee schedule, including any fee charged by the Association’s managing agent. It is the selling Owner’s responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing Owner and will be assessed to the Unit’s account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a sale/transfer occurs, the Association may issue a resale certificate to the new Owner, and the resale certificate fee may be assessed to the Owner’s account at the time the transfer becomes known.

After recording, please return to:

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

/Volumes/File Server/CLIENTS/WindermereHOA(Pflugerville)/Enforcement Policy 12-20/RuleAmend Enforcement 1-11-2021 fnl.doc