

**HANNAH HEIGHTS HOMEOWNERS ASSOCIATION, INC.
ENFORCEMENT AND FINING POLICY**

STATE OF TEXAS §
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COUNTY OF GUADALUPE §

WHEREAS, Hannah Heights is a residential development located in Guadalupe County, Texas (the “**Subdivision**”) and Hannah Heights Homeowners Association, Inc., a Texas nonprofit corporation (the “**Association**”), is a property owners association made up of Owners of the Lots in the Subdivision:

WHEREAS, the Association is subject to that certain Declaration of Covenants, Conditions and Restrictions for Hannah Heights recorded August 10, 2020, as Document No. 202099021206 of the Official Public Records of Guadalupe County, Texas, as amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded on August 14, 2020 of the Official Public Records of Guadalupe County, Texas, as Document No. 202099021725, as amended and/or supplemented by the following, each of the Official Public Records of Guadalupe County, Texas: (1) that certain Notice of Plat Recording and Annexation of Declaration of Covenants, Conditions and Restrictions, recorded on December 4, 2020, as Document No. 202099035092; (2) that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Hannah Heights, recorded on April 6, 2021, as Document No. 202199011515; (3) that certain Annexation of Declaration for Hannah Heights, Unit 2, recorded on April 27, 2021, as Document No. 202199014304; (4) that certain Annexation of Declaration of Covenants, Conditions and Restrictions for Hannah Heights, Unit 5, recorded on December 14, 2020, as Document No. 202099036305; and (5) that certain Annexation of Declaration for Hannah Heights, Unit 6, recorded on June 9, 2022, as Document No. 202299018219 (collectively, as further amended and/or supplemented, the “**Declaration**”);

WHEREAS, pursuant to Section 3.38 of the Declaration, the Board of Directors (the “**Board**”) is authorized to assess and charge the Owner with reasonable fines;

WHEREAS, the Association is further governed by those certain Bylaws of Hannah Heights Homeowners Association, Inc., recorded on August 10, 2020, as Document No. 202099021205 of the Official Public Records of Real Property of Guadalupe County, Texas (the “**Bylaws**”);

WHEREAS, pursuant to Article IV of the Bylaws, the Board shall be responsible for the affairs of the Association and shall have all of the powers necessary for the administration of the Association’s affairs, including making, adopting and amending rules and regulations that will, in the Board’s sole discretion: promote the welfare, health and/or safety of the Members and/or the Association; and/or clarify a provision set forth in the Bylaws, the Declaration or the Certificate of Formation; and

WHEREAS, the Board has determined that it is in the best interests of the Association and its members to adopt rules and regulations to clarify procedures for fining and to assist with the enforcement of the Declaration, Bylaws, Certificate of Formation, rules and regulations, and/or any other document of record governing the Association (including any amendment or supplement thereto).

NOW, THEREFORE, the Association, by and through its Board, has duly adopted this Enforcement and Fining Policy (the "**Policy**"):

1. **Enforcement.** Upon a violation of any corporate document of the Association (each a "**Violation**"), the Association may use any or all means of enforcement available to it pursuant to the Declaration, Bylaws, Certificate of Formation, rules and regulations, at law or in equity. For purposes of this Policy, each day that a continuing and/or ongoing Violation remains uncured shall be considered a separate Violation.

2. **Non-Exclusive Remedies.** Any penalty provided herein will not be construed to be an exclusive remedy and may be in addition to all other rights and remedies to which the Association may otherwise be entitled.

3. **Violation by Resident, Tenant, Guest, or Agent.** A Violation by a resident, tenant, guest, or agent of the Owner may be treated as a Violation by the Owner of the property. All amounts incurred by the Association to cure Violations may be billed to the Owner.

4. **Violation Notice Policy.** The Association may follow the following notice schedule before a fine is levied for a curable Violation:

- a. **Courtesy Notice.** After a Violation, the Association may send a courtesy notice and allow a violator a reasonable period to cure the Violation. No appeal is available upon this notice.
- b. **Second Notice.** If the Violation noted in the courtesy notice is not cured within the period set forth therein, the Association may send a second notice and allow a violator a reasonable period to cure the Violation and may warn such violator of a potential fine. No appeal is available upon this notice.
- c. **Final Notice.** If the Violation noted in the second notice is not cured within the period set forth therein, a final notice may be sent in accordance with the Declaration and Texas Property Code Section 209.006 which will, among other things, set forth the violator's opportunity to request an appeal hearing to be held in accordance with Texas Property Code Section 209.007, and allow a violator at least thirty (30) days to cure the Violation (the "Cure Period"). 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. The decision of the Board shall be final.

- d. **Fine.** If the Violation noted in the final notice is not cured within the period set forth therein, a fine may be added to the violator's account, and/or the Association may enforce the Violation by any means set forth in the Declaration. The above-discussed fine will begin to accrue once the Cure Period has expired whether or not a hearing is requested. All fines pursuant to the Policy shall be the personal obligation of the Owner of the Lot, a charge on the Lot, and shall be secured by the continuing lien on the Lot.
- c. **Self-Help/Forced Maintenance.** If an Owner fails to: (i) comply with the provisions of the Declaration; and (ii) satisfy the deadline to cure set forth in the final notice, then the Board and/or the ACC may elect to have the Association or its agents enter the Owner's Lot to cure such violation, consistent with the requirements of the Declaration. A notice of intent to exercise self-help will be sent to such owner and will, among other things, provide at least ten (15) days' notice and advise the owner of the date on which the Association or its agents intend to enter the property to cure the Violation. Such date shall be scheduled for a date after the expiration of the violator's right to request a hearing in the final notice. **IN DOING SO, THE ASSOCIATION AND ITS AGENTS SHALL NOT BE SUBJECT TO ANY LIABILITY FOR TRESPASS, DAMAGE OR INJURY TO PROPERTY OR OTHER TORT OR DAMAGES IN CONNECTION WITH OR ARISING FROM SUCH ENTRY.**

Notwithstanding anything herein to the contrary, the Board may choose to forego the courtesy notice and/or second notice and fine after sending only the final notice in compliance with applicable law. Further, the Association is not required to send a final notice or any notice to a violator who has been given notice in accordance with Texas Property Code Section 209.006 for similar conduct in the preceding six (6) months. In addition, for those Violations that are considered a threat to health or safety or are otherwise considered incurable under Texas Property Code Section 209.006, the Board is not required to provide a cure period.

- 5. **Fine Schedule.** The imposition of fines for Violations will be on the following basis:
 - a. **Violations Relating to Property Maintenance:**
 - i. First Fine – \$50.00 – After the expiration of the cure period noted in the final notice.
 - ii. Additional Fines – \$50.00 – Every day after the first fine is levied, until the Violation is cured, up to a maximum of \$2,000.00 per Violation.
 - b. **Violations Relating to Individual Misconduct:**
 - i. First Fine – \$50.00 – After the expiration of the cure period noted in the final notice.
 - ii. Additional Fines – \$50.00 – Every day after the first fine is levied, until the Violation is cured, up to a maximum of \$2,000.00 per Violation.
 - c. **Violations Relating to Matters Affecting Health and Safety:**
 - i. First Fine – \$50.00 – After the expiration of the cure period noted in the

- final notice.
 - ii. Additional Fines – \$50.00 – Every day after the first fine is levied, until the Violation is cured, up to a maximum of \$2,000.00 per Violation.
 - d. Violations Relating to ACC Applications / Violations:
 - i. First Fine – \$50.00 – After the expiration of the cure period noted in the final notice.
 - ii. Additional Fines – \$50.00 – Every day after the first fine is levied, until the Violation is cured, up to a maximum of \$2,000.00 per Violation.
 - e. All Other Violations:
 - i. First Fine – \$50.00 – After the expiration of the cure period noted in the final notice.
 - ii. Additional Fines – \$50.00 – Every day after the first fine is levied, until the Violation is cured, up to a maximum of \$2,000.00 per Violation.
 - f. Aggregate Monthly Limit – there is not a limit to the amount in fines that may be levied for each Violation.
 - g. Notwithstanding the foregoing, the Board expressly reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable considering the nature, frequency, and effects of the violation.

Under no circumstance shall this Section 5 be understood to limit any additional damages that the Association may otherwise be entitled to under Texas law.

6. Waiver. The Board in its sole and absolute discretion, reserves the right to implement or not implement any Violation enforcement.

7. Referral to Legal Counsel. When a Violation is determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing suit, and/or seeking injunctive relief or any other remedy available at law or in equity against the Owner to correct or otherwise abate the Violation. Attorneys' fees and all costs incurred by the Association in enforcing the Declaration and administering this Policy will become the personal obligation of the Owner.

8. Amendment or Termination. This Policy may be amended or terminated from time to time at the discretion of the Board.

9. Terms. All capitalized terms undefined in this Policy shall have the same meanings herein as are prescribed to them in the Declaration.

10. Effective. This Policy is effective upon recordation in the Official Public Records of Real Property of Guadalupe County, Texas and amends and restates any policies regarding the subject matter hereof. Except as affected by this Policy, all other provisions contained in the

Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

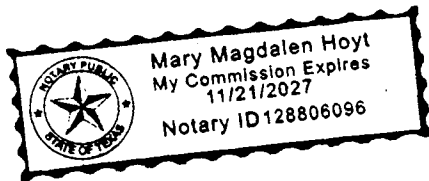
ASSOCIATION:

HANNAH HEIGHTS HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: [Signature]
Name: Michael Ingersoll
Title: Hon President

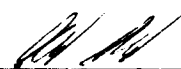
STATE OF TEXAS §
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COUNTY OF Bexar §

This instrument was acknowledged before me on the 16 day of October,
2024 by Michael Ingersoll, President of HANNAH HEIGHTS
HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the
person whose name is subscribed to the within instrument, and acknowledged that she or he
executed the same for the purposes and consideration set forth therein.



Mary Magdalen Hoyt
Notary Public, State of Texas

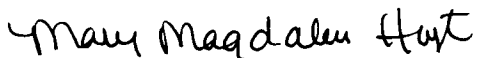
ACKNOWLEDGED:

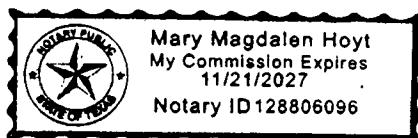

Logan Morris, Secretary

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on the 16 day of October, 2024 by Logan Morris, Secretary of HANNAH HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.


Notary Public, State of Texas



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I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
10/24/2024 08:09:42 AM PAGES: 7 MARISSA
TERESA KIEL, COUNTY CLERK



