

BOARD RESOLUTION
OF
BROOKWOOD HILLS II HOMEOWNERS ASSOCIATION, INC

We, the undersigned, being all the Directors, organized and existing under the laws of Texas. Brookwood Hills Homeowners Association, Inc., hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the board duly held and convened on July 13, 2023 at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

Therefore, it is resolved:

Rules enforcement Policy and Procedure

7.2 POWERS and DUTIES and 7.3 OTHER POWERS AND DUTIES

The Board of Directors hereby adopt Policy Resolution Rules Enforcement Policy and Procedures, attached as Exhibit A and by this reference incorporated herein

Exhibit A

Policy Resolution Enforcement Policy and Procedures

Interpretation of Bylaws, CC& R's and Policy Resolutions Pertaining to Rules Enforcement 7.2 Powers and Duties and 7.3 Powers and Duties.

BACKGROUND AND PURPOSE

The BROOKWOOD HILL II HOA covenants, conditions and restriction (CC&R's), also known as the Declaration, are legally binding provision that apply to all property owners in the subdivision. The CC&R's are part of the deed of each property and transfer with property ownership. The Bylaws of the BWHII HOA provide that the Board of Directors is charged with administering the affairs of the Association. Among the responsibilities of the Board is enforcement, by legal means, of the provision in the CCR's (Section 4.7), Bylaws and any Rules and Regulations adopted thereunder.

The CC&R Enforcement policy was created to assist the Board in ensuring compliance with the CC& R's, Bylaws and the Rules and Regulations contained in the policy Resolution, while the Architectural Control Committee was established as a mechanism for ensuring compliance with these same standards when changes are made by homeowner

ENFORCEMENT PROCESS:

Reports of violations of the CC& R's, Bylaws, Rules and Regulations contained in the Policy Resolution, including the architectural standards, or appearance standards must be made in writing to the BWHIIHOA Board. Filing of reports is restricted to owners or occupants of property in the Brookwood Hills II Subdivision.

Violation reports shall be submitted as follows:

1. Reports shall be made in writing
2. Acceptable transmittal methods are US mail, Hand delivery, or email

3. Reports must include the street address and description of violation. Listing the specific CC&R, Bylaw, Policy Resolution, architectural standard, or appearance standard the submitter alleges to have been violated is also very helpful.
4. Violation reports must also include the name and street address of the individual filing the report
5. Violations may also be noted because of Board observation, or periodic neighborhood reviews.

To discharge its responsibility to ensure the subdivision CC&R's, Rules and Regulations, architectural standards, and appearance standards are met, the BWHII HOA Board has adopted the following schedule of enforcement actions and fines.

(NOTE: At the discretion of the Board of Directors, a courtesy notice may be given before beginning the formal enforcement process. Courtesy notices may include letters, email, written notice left on the property, personal visits, or any other communication method to accomplish the goal. Timing is flexible, based on the type of violation, with the goal of bringing issue(s) to the attention of the owner for voluntary resolution in a timely manner in order to avoid penalties. If this option does not prompt the necessary results, formal enforcement action will be taken)

IF...	THEN...
INITIAL WRITTEN REPORT RECEIVED	REVIEW ALLEGED VIOLATION TO DETERMINE WHAT ACTION IS NECESSARY.
VIOLATION NOT CONFIRMED	NOTIFY SUBMITTER OR THE FINDING
VIOLATION CONFIRMED	NOTIFY SUBMITTER WE ARE FOLLOWING UP.
ONCE A VIOLATION HAS BEEN CONFIRMED OBSERVED BY THE BOARD OR NEIGHBORHOOD REVIEW	SEND FIRST WRITTEN VIOLATION NOTICE TO OWNER REQUESTING CORRECTION OF THE VIOLATION WITHIN 10 BUSINESS DAYS AND ADVISING THE SECOND NOTICE WILL INCLUDE A Rules Enforcement Fine notice if not corrected. Right of hearing notification will be included in the notice (see HEARING PROCESS below). IN THE CASE OF A ONE TIME VIOLATION, A WRITTEN VIOLATION NOTICE WILL BE SENT TO THE OWNER ADVISING OF THE FINE ASSESSED. Right of hearing notification will be included in the notice (see hearing process below)
ADDITIONAL WRITTEN REPORTS(S) RECEIVED FOR SAME CONFIRMED VIOLATION	NOTIFY SUBMITTER(S) WE ARE AWARE AND ARE FOLLOWING UP
IF THE VIOLATION IS NOT RESOLVED WITHIN 10 DAYS AFTER THE FIRST WRITTEN VIOLATION NOTICE	SEND A SECOND WRITTEN VIOLATION NOTICE A MINIMUM OF 10 BUSINESS DAYS (BUT NOT MORE THAN 30 DAYS) AFTER THE FIRST WRITTEN VIOLATION NOTICE INFORMING THE OWNER THAT A RULES ENFORCEMENT FINE WILL BE LEVIED AGAINST THE OWNER UNTIL THE VIOLATION IS CLEARED (SEE FINE SCHEDULE BELOW) THE FINE WILL BEGIN 13 DAYS (10 DAYS PLUS 3 DAYS MAIL TIME) AFTER THE DATE OF THE SECOND WRITTEN VIOLATION NOTICE. RIGHT OF HEARING NOTIFICATION WILL BE INCLUDED IN THE NOTICE (SEE HEARING PROCESS BELOW).
IF THE OWNER INDICATES A COMMITMENT TO RESOLVE THE VIOLATION BUT REQUESTS ADDITIONAL TIME	THE WRITTEN VIOLATION NOTICE PROCESS MAY BE SUSPENDED AND AN EXTENSION UP TO 45 DAYS IN EXCESS OF THE DEADLINE SPECIFIED IN THE VIOLATION NOTICE MAY BE GRANTED BY THE BOARD. EXTENSIONS BEYOND 45 DAYS MAY BE APPROVED.

AFTER THE VIOLATION IS CORRECTED	THE BOARD WILL ADVISE THE TREASURER TO BILL THE OWNER FOR ANY APPLICABLE ASSESSED RULES ENFORCEMENT FINE.
WHEN A VIOLATION IS NOT CORRECTED AND FINES ARE ACCRUING	The board will advise the treasurer of the updated rules enforcement fine total every 30 days for billing purposes.
WHEN A VIOLATION IS NOT CORRECTED AND THE UNPAID RULES ENFORCEMENT FINE REACHES \$300	THE TREASURER MAY FILE A LIEN AGAINST THE LOT OF THE OWNER WHO IS IN VIOLATION. THE OWNER OF THIS LOT WILL THEN BE RESPONSIBLE FOR THE COSTS OF FILING THE LIEN

Reason for fine	Initial fine	Fine repeats..
Violating 4.7(a) No temporary dwelling is allowed on the lot.	\$50	WEEKLY
Violating 4.7 (b) No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle or equipment may be parked for storage in a driveway or front yard.	\$100	WEEKLY
Violating 4.7 (c) Failing to screen stored vehicles or equipment in area visible from street .	\$50	WEEKLY
Violating 4.7 (d) No structure of a temporary character such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property as a dwelling	\$100	WEEKLY
Violating 4.7(e) No water supply system shall be permitted on Property	\$100	WEEKLY
Violating 4.7 (f) No individual sewage disposal shall be permitted on Property	\$100	WEEKLY
Violating 4.7 (g) No air-conditioning apparatus shall be installed on the ground in front of a Residence or be attached to any front wall or window	\$50	WEEKLY
Violating 4.7 (H) No antennas, discs or other equipment for UHF or VHF television reception, and satellite television reception. No antennas shall be mounted greater than 5 feet about the maximum Hight of residential structure nor shall dish antennas be mounted on the front side of the home.	\$50	WEEKLY
Violating 4.7 (i) No lot or improvement shall be used for business.	\$100	WEEKLY
Violating 4.7 (J) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations shall be placed or permitted to remain on any corner lot.	\$100	WEEKLY
Violating 4.7 (K) No buildings for storage of lawn maintenance equipment will be place at locations on a lot that are not visible from any street.	\$100	WEEKLY
Violating 4.7 (I) No structures, planting or materials shall be place or permitted to remain which may damage or interfere with the maintenance of existing utilities.	\$100	WEEKLY
Violating 4.7 (m),(n),(o),(p,) Drainage, Signs, Drying of clothes, Open Burning,	\$100	OCCURENCE
Violating 4.7 (q) No mechanical equipment will be publicly viewed. Existing or and replacement equipment is excluded from this provision	\$100	WEEKLY

Violating 4.7 (r) All utilities shall be installed underground.	\$100	WEEKLY
Violating 4.7 (s) No Lot or improvement shall be leasing, renting or subletting lot or portion of lot to any party or user for any period of less than 3 consecutive months. Short Term Rentals are not allowed.	\$100	DAY
Failure to comply WITH the provisions of Article IV OF THE SECOND SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF PHASE II BROOKWOOD HILLS	\$100	WEEKLY
Failure to submit an Architectural Control Plan for any project where required	\$15	DAILY
Failure to received Architectural Control Committee approval for project	\$50	ONE TIME
Failure to acquire prior acc approval for a fence, auxiliary building, or repaint a residence	\$50	ONE TIME
ALL OTHER VIOLATION	\$100	DAILY
Failure to comply with Architectural Control Committee AGREED UPON PROVISIONS.	\$100	WEEKLY

TEXAS PROPERTY CODE – HEARING PROCESS FOR CCR’S VIOLATION

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.

Added by Acts 2001, 77th Leg., ch. 926, Sec. 1, eff. Jan. 1, 2002.

Amended by:

Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 18, eff. September 1, 2021.

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

Sec. 209.008. ATTORNEY'S FEES. (a) A property owners' association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the association relating to collecting amounts, including damages, due the association for enforcing restrictions or the bylaws or rules of the association only if the owner is provided a written notice that attorney's fees and costs will be charged to the owner if the delinquency or violation continues after a date certain.

(b) An owner is not liable for attorney's fees incurred by the association relating to a matter described by the notice under Section 209.006 if the attorney's fees are incurred before the conclusion of the hearing under Section 209.007 or, if the owner does not request a hearing under that section, before the date by which the owner must request a hearing. The owner's presence is not required to hold a hearing under Section 209.007.

(c) All attorney's fees, costs, and other amounts collected from an owner shall be deposited into an account maintained at a financial institution in the name of the association or its managing agent. Only members of the association's board or its managing agent or employees of its managing agent may be signatories on the account.

(d) On written request from the owner, the association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the association seeks reimbursement of fees and costs.

(e) The notice provisions of Subsection (a) do not apply to a counterclaim of an association in a lawsuit brought against the association by a property owner.

(f) If the dedicatory instrument or restrictions of an association allow for nonjudicial foreclosure, the amount of attorney's fees that a property owners' association may include in a nonjudicial foreclosure sale for an indebtedness covered by a property owners' association's assessment lien is limited to the greater of:

(1) one-third of the amount of all actual costs and assessments, excluding attorney's fees, plus interest and court costs, if those amounts are permitted to be included by law or by the restrictive covenants governing the property; or

(2) \$2,500.

(g) Subsection (f) does not prevent a property owners' association from recovering or collecting attorney's fees in excess of the amounts prescribed by Subsection (f) by other means provided by law.

Added by Acts 2001, 77th Leg., ch. 926, Sec. 1, eff. Jan. 1, 2002.

Sec. 209.009. FORECLOSURE SALE PROHIBITED IN CERTAIN CIRCUMSTANCES. A property owners' association may not foreclose a property owners' association's assessment lien if the debt securing the lien consists solely of:

(1) fines assessed by the association;

(2) attorney's fees incurred by the association solely associated with fines assessed by the association; or

(3) amounts added to the owner's account as an assessment under Section 209.005(i) or 209.0057(b-4).

Added by Acts 2001, 77th Leg., ch. 926, Sec. 1, eff. Jan. 1, 2002.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1026 (H.B. 2761), Sec. 4, eff. January 1, 2012.

Acts 2015, 84th Leg., R.S., Ch. 1183 (S.B. 1168), Sec. 20, eff. September 1, 2015.

Sec. 209.0091. PREREQUISITES TO FORECLOSURE: NOTICE AND OPPORTUNITY TO CURE FOR CERTAIN OTHER LIENHOLDERS. (a) A property owners' association may not file an application for an expedited court order authorizing foreclosure of the association's assessment lien as described by

Section 209.0092(a) or a petition for judicial foreclosure of the association's assessment lien as described by Section 209.0092(d) unless the association has:

(1) provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the association's lien and is evidenced by a deed of trust; and

(2) provided the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the association mails the notice described in Subdivision (1).

(b) Notice under this section must be sent by certified mail to the address for the lienholder shown in the deed records relating to the property that is subject to the property owners' association assessment lien.

(c) Notwithstanding any other law, notice under this section may be provided to any holder of a lien of record on the property.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1282 (H.B. 1228), Sec. 2, eff. January 1, 2012.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1183 (S.B. 1168), Sec. 21, eff. September 1, 2015.

BROOKWOOD HILLS HOMEOWNERS ASSOCIATION, INC.

CERTIFICATE OF SECRETARY

The Secretary of BROOKWOOD HILL II HOMEOWNERS ASSOCIATION, INC., certifies that he/she is the duly elected and qualified Secretary of BROOKWOOD HILL II HOMEOWNERS ASSOCIATION, INC., and certifies that the above is a true and correct record of the resolution that was duly adopted by the board of the BROOKWOOD HILL II HOMEOWNERS ASSOCIATION ON July 13th . 2023.

Amy Sabol

Secretary Printed Name

Amy Sabol

Secretary Signature