



AFTER RECORDING RETURN TO:
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SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of Summerglen Property Owners Association, Inc., a Texas nonprofit corporation (the "Association"), and that attached hereto as **Attachment 1** and made a part hereof is a true and correct copy of the **Fine and Enforcement Policy**, which was duly approved and adopted by the Board on the 30 day of _____, 2016.


IN WITNESS WHEREOF, the undersigned has executed this certificate on the 30 day of June 2016.

Caroline Cain

Printed Name: Caroline Cain
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this 30 day of June, 2016, by Caroline Cain Secretary of Summerglen Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

SEAL:  Robin M. Hendren
Notary Public Signature

Cross-reference to Declaration of Covenants, Conditions and Restrictions - Summerlin Unit 1, filed under Book D, Volume 0758, Page 01138; Declaration of Covenants, Conditions and Restrictions - Summerlin Unit 2-1, filed under Book D, Volume 07831, Page 00535; Declaration of Covenants, Conditions and Restrictions - Summerglen Unit 2-B, filed under Book D, Volume 07980, Page 00296; Declaration of Covenants, Conditions and Restrictions - Summerglen Unit 3-A, filed under Document No. 2000-0116136; Second Amendment of Declaration of Covenants, Conditions and Restrictions of Summerglen, Unit 1, and First Amendment of Declaration of Covenant, Conditions and Restrictions - Summerglen Unit 2-A. Unit 2-B, Unit-3, Unit-3A, Unit-4, and Unit-5 (Planned Unit Development), filed as Document No. 20010186816; Declaration of Covenants, Conditions and Restrictions - Summerglen Unit-5, filed as Document No. 126969; Declaration of Covenants, Conditions and Restrictions - Summerglen Unit 5-A1, filed as Document No. 20030306723; Declaration of Covenants, Conditions and Restrictions - Summerglen Unit 5A-4, filed under Book 14271, Page 1494; Official Public Records of Bexar County, Texas, as the same may be amended from time to time (collectively referred to herein singularly as the "Declaration").

ATTACHMENT 1

SUMMERGLEN PROPERTY OWNERS ASSOCIATION, INC. FINE AND ENFORCEMENT POLICY

1. Background. Summerglen Property Owners Association is subject to those certain instruments and governing documents filed of record, including: Declaration of Covenants, Conditions and Restrictions – Summerlin Unit 1, filed under Book D, Volume 0758, Page 01138; Declaration of Covenants, Conditions and Restrictions – Summerlin Unit 2-1, filed under Book D, Volume 07831, Page 00535; Declaration of Covenants, Conditions and Restrictions – Summerglen Unit 2-B, filed under Book D, Volume 07980, Page 00296; Declaration of Covenants, Conditions and Restrictions – Summerglen Unit 3-A, filed under Document No. 2000-0116136; Second Amendment of Declaration of Covenants, Conditions and Restrictions of Summerglen, Unit 1, and First Amendment of Declaration of Covenant, Conditions and Restrictions – Summerglen Unit 2-A, Unit 2-B, Unit-3, Unit-3A, Unit-4, and Unit-5 (Planned Unit Development), filed as Document No. 20010186816; Declaration of Covenants, Conditions and Restrictions – Summerglen Unit-5, filed as Document No. 126969; Declaration of Covenants, Conditions and Restrictions – Summerglen Unit 5-A1, filed as Document No. 20030306723; Declaration of Covenants, Conditions and Restrictions – Summerglen Unit 5A-4, filed under Book 14271, Page 1494; Official Public Records of Bexar County, Texas, as the same may be amended from time to time (collectively referred to herein singularly as the “**Declaration**”). In accordance with the Declaration, Summerglen Property Owners Association, Inc., a Texas non-profit corporation (the “**Association**”) was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the “**Board**”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, other instruments filed of record, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the “**Restrictions**”), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the “Texas Residential Property Owners Protection Act,” as it may be amended (the “**Act**”). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association’s use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.
5. Violation Notice. Except as set forth herein, before levying a fine, the Association will give (i) a written violation notice via certified or registered mail to the Owner (at the Owner's last known address as shown in the Association records) the "**Violation Notice**", and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) a description of the violation or property damage that is the basis for the suspension action, charge, or fine; (2) a description of the action required to cure the violation; (3) a reasonable timeframe in which the violation is required to be cured to avoid the suspension action, charge, or fine; (4) the amount of the possible charge or fine; (5) a statement that no later than the thirtieth (30th) day after the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (6) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501, *et seq.*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:
 - (A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the Schedule of Fines may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
 - (B) Uncurable Violation/Threat to Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as described in Section 209.006 of the Texas Property Code), then the Owner is not entitled to a reasonable timeframe in which the violation is required to be cured to avoid the suspension action, charge, or fine, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine or charge.

(C) Prior Violation Notice within Six (6) Month Period. If the Owner has been provided with a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, Owner is not entitled to additional notice within the six (6) month period or a hearing pursuant to Section 209.007 of the Texas Property Code. The Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association will then hold the requested hearing no later than thirty (30) days after the Board receives the Request. The Board will notify the Owner of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner or the Association may make an audio recording of the hearing. The hearing may be conducted in accordance with the agenda attached hereto as Exhibit A.
7. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, if required by Section 209.006 and Section 209.007 of the Texas Property Code. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. 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:

FINES*:

Violation Type:

Fine Amount:

First Notice of Violation

No Fine Charged - Courtesy Notice**

Second Notice of Violation

\$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the First Notice of Violation)

Repeat Violations

Fine Amount:

3rd Notice \$50.00

4th Notice \$100.00

5th Notice \$200.00

6th Notice \$300.00

Continuous Violation Notice

Amount TBD

*The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

**The First Notice of Violation is a Courtesy Notice with no fine charged unless the same or similar violation has occurred within the prior six (6) month period.

EXHIBIT A
HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

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e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$46.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
06/30/2016 4:34PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff