

**Scofield Phase VIII Residential Owners Association, Inc.**

**8403 Shoal Creek Blvd. Suite 100**

**Austin Texas 78757**

**ENFORCEMENT AND FINING POLICY**

**Effective May 1, 2011**

**Revised September 20, 2017**

**WHEREAS**, the Board of Directors is charged with the responsibility for enforcing the provisions of the declaration, and to seek damages/relief in a fair and uniform manner;

**WHEREAS**, the Bylaws for the Association direct this responsibility for the Board of Directors of the Association; and

**WHEREAS**, the Association has contracted with a professional management company to provide management service and supervision over certain contract services to the Association; and

**NOW THEREFORE**, be it resolved that the Board of Directors has elected to authorize its management company to carry out the following policy with respect to all non-compliant properties, reserves to itself the right to modify or intervene in certain cases, as the Board may see fit.

**ADOPTION OF ENFORCEMENT AND FINING POLICY**

Resolved, that the Directors hereby adopt the enforcement and fining policy attached here to as Exhibit "A"

This is to certify that the Board of Directors adopted the foregoing resolution by unanimous consent, effective as of May 1, 2011, until such date as it may be modified, rescinded or revoked.

## **EXHIBIT "A"**

**Scofield Phase VIII Residential Owners Association, Inc.**  
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### **ENFORCEMENT AND FINING POLICY**

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The purpose of this policy is to establish guidelines for some of the frequent types of violations addressed in the Deed Restrictions. It is not intended to be an entire list of all possible violations. For more complete information, please refer to the Declaration of Covenants, Conditions and Restrictions for the Scofield Phase VIII Residential Owners Association (henceforth referred to as the CCRs). The goal of adopting this policy for violation notification is to make the homeowners aware of ongoing problems that affect their neighbors and the overall quality of the neighborhood. The violation process as further explained below includes multiple notifications, ample time to take corrective actions and opportunity to request a hearing with the Board, an objective third party. The Enforcement and Fining Policy strives to provide an incentive for homeowners to address ongoing problems in their community that are continuing without correction. Refusal of the violating party to take corrective actions when notified of a violation will be followed with a monetary penalty that is contributed to the process of improving our neighborhood. An owner will have the opportunity to contest any fine that is assessed against them; the process will be stated on the Notice.

### **Authority**

The Scofield Phase VIII Residential Owners Association CCRs were recorded in Volume 1225 Page 1 of the Real Property Records of Travis County Texas, (together with all subsequent amendments, the

“Declarations”) and gives the Board of Directors (“Board”) of Scofield Phase VIII Residential Owners Association the power to adopt rules governing the property described in the Declaration. The Board has adopted the following Enforcement and Fining Policy for Scofield Phase VIII Residential Owners Associati

A violation may be committed by an Owner, an occupant of the Owner's Lot or the Owner or occupant's family, guests, employees, contractors, agents or invitees. The management company will seek to provide notice to the violating party, but the Owner is responsible for violations which occur on an Owner's Lot without regard as to whether those violations were committed by an occupant other than the Owner, or the Owner's family, guests, employees, contractors, agents or invitees.

## **Notice of Violation**

The Association must comply with any notice requirements of State Law. The Association will not foreclose on your home solely for unpaid fines. Again, Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees. The management company of the Association has the authority to send violation notices unless otherwise directed by the Board. Said Notice shall (i) describe the violation or property damage that is the basis for the fine with picture documentation, (ii) inform the violating party that they are entitled to a reasonable period to cure the violation to avoid the fine, (iii) inform the violating party that they may request a hearing before the Board within 30 days of receiving the Notice.

## **HEARINGS:**

A hearing before the Board may be held to discuss, verify facts and attempt to resolve the matter identified in the Notice. The violating party, whom shall be prepared to present their case, may request and schedule a hearing with the Board within thirty (30) days of receiving the Notice.

## **HEARING REQUESTED:**

If a hearing is requested within the time period specified in the Notice (15 days), and the matter is **not** resolved as a result thereof, the fine specified in the Notice (or the penalty determined by the Board as a result of the hearing) will be due within ten (10) days after the requested hearing is conducted if the violation is not cured. If the violation is not cured and the fine not paid, the Board may refer the matter to the Association's attorney for further action or consider other remedies at their discretion. In the event the matter is referred to the Association's attorney, attorney's fees and collection costs incurred by the Association will be collected from the Owner as a precondition to settlement unless otherwise approved by the Board.

## **Board decision to pursue enforcement action:**

As a result of the hearing, the decision to pursue enforcement action in any particular case shall be left to the Board's discretion. For example, the Board may determine that, in any particular case:

- (i) The Association's position is not strong enough to justify taking any or further action
- (ii) The covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (iii) It is not in the Association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

**If the Board elects to enforce an alternative consequence after the violating party's requested hearing, the Board may institute any of the below, which may include, but is not limited to:**

- Suspend an Owner or occupant's right to use recreational facilities within the common areas of the Association;
- Levy late fees, collection costs and/or deed restriction enforcement costs (including attorney's fees) against a Lot; or
- Enter onto an owner's Lot without liability for trespassing and cure any violation of the governing documents and charge the costs to the Owner in order to bring the Lot into compliance with the CCRs (including force mow/tree trimming).

In general, however, the penalty for violation of the covenants, guidelines or rules will be the assessment of a fine against the Owner or violating party.

### **HEARING NOT REQUESTED:**

In the event a hearing is not requested before the Board, any accrued fine is due and payable within 30 days of the Owner receiving the Certified Notice.

### **REPORTING VIOLATIONS**

If a complaint regarding a violation is submitted to the management company and this violation would result in either a fine or action taken by the Board, sufficient documentation of the violation must be provided. The documentation should specify the violation, note the time, date and severity of violation, as applicable. Forms of documentation may include, but are not limited to: written logs, photos, neighbor testimonials, and video or audio recording. Any reports or complaints received without proper documentation which cannot be independently observed and documented by a representative of the Board or management company will not be acted upon. All reported complaints will remain confidential.

### **REPORTING CURED VIOLATIONS**

It is the Owners' responsibility to notify the management company, in writing either by regular postal mail, e-mail or facsimile when a violation has been cured. Fines may continue to be assessed until the management company receives this notification from the Owner.

## **VIOLATIONS**

All properties should be kept neat and free of debris at all times.

### **LOT MAINTENANCE**

This category covers the day-to-day, ongoing care of every aspect of your Lot.

Please remember that **any** alteration or modification to your lot must have Architectural Control Committee (ACC) approval PRIOR to beginning the work and the submitted plan must be followed.

- All landscaping must be properly maintained. Grasses must be mowed regularly. Grass or other vegetation (including weeds) is not allowed to grow in the cracks of sidewalks or driveways. Weeds are not allowed in lawns or in flower beds. Garden maintenance equipment shall at all times, except when in actual use, be kept in enclosed structures or screened from view.
- Trees and bushes must be trimmed so they are not a safety hazard to pedestrians or vehicle traffic. Specifically, trees or bushes must be trimmed back so that no portion crosses the path of the sidewalk. All trees and bushes must be trimmed to a height of at least eight (8) feet above sidewalks and streets, measured from ground level. Dead bushes and/or trees must be either removed or replaced or other appropriate vegetation planted. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the property except on trash or bulk pick-up days. Said debris must be screened from view or enclosed in an ACC pre-approved structure.

**CAUTION: DO NOT TRIM OAK TREES BETWEEN FEBRUARY AND JUNE, TO PREVENT THE SPREAD OF OAK WILT. THIS IS A CITY ORDINANCE.**

- Garage doors must be kept in good repair and the door color must match that of the house. A broken garage door must be properly fixed or replaced in a timely fashion.
- Fencing must be maintained in good condition. Broken slats must be replaced with #1 grade cedar slats.
- Trim on the houses must be maintained, including wood trim on windows, where applicable. The absence or peeling of paint on any portion of the home is not acceptable.
- Miscellaneous items may not be stored on front lawns. These include, but are not limited to, dog kennels, plastic lawn decorations, barbeque grills, storage pods or sheds.

## **TRASH CANS (STORAGE or IN -VIEW)**

- Trash can and recycling bin storage, receptacles in view: All trash and recycling receptacles must be hidden from general view except on trash/recycle pick-up days. If a receptacle can be seen from the street, then they are not out of view.
- Summarized below are four acceptable alternatives to appropriately secure your trash and recycling receptacles from view on non-trash/recycling pickup days:
  1. **Fence.** Place your container behind an existing privacy fence.
  2. **Fence Enclosure.** The ACC has pre-approved structures constructed as follows:
    - a. An area surrounded by a six (6) foot high, wood privacy fence, where the area is against the side or rear wall of the residence (with no roof) and is no larger than four (4) feet deep and six (6) feet wide. The enclosure will have a gate.  
*\*If you meet the specifications, you do not need to submit plans for approval to the ACC. Otherwise you need to request ACC approval.*
  3. **Landscaping.** Create foliage screens which not only add greenery to your yard, but also inexpensively screen their trash and recycling receptacles. The ACC has determined that landscape screening does not require prior written approval providing it does not alter the drainage plan of the lot or cause a slight impediment to neighboring lots.
  4. **Garage.**

## **PARKING**

### **GENERAL**

1. There must not be more vehicles parked or stored at a residence than there are licensed drivers. All vehicles must be operational.
2. Vehicles that are regularly parked in view may not be parked on the front or back grass or on sidewalks at any time. Vehicles may not be parked on said Lot so that they are in anyway “hovering” over the community sidewalk. No vehicles with a broken windshield, flat tires, inoperable (not functional), junk or racing vehicles shall be located on any Lot temporarily or permanently. **Proper authorities will be contacted to enforce procedures to remove abandoned and/or inoperable vehicles from the street and right-of-ways.**

## **INOPERABLE VEHICLES**

Inoperable/unsightly vehicles includes, but is not limited to, vehicles elevated for some period of time and vehicles in need of required parts or maintenance (i.e. missing components, flat or missing tires). No inoperable automobiles or other vehicles may be parked overnight on any roadway within the property. Inoperable vehicles (as well as any operable vehicle) may not be supported by bricks, stands, lumber or other means on resident's Lot in excess of 24 hours.

## **RECREATIONAL VEHICLES**

Recreational vehicles (boats, jet skis, mobile homes, travel trailers, campers, RV's, off-road vehicles, etc.) and trailers (hauling, storage, utility) may not be parked on any Lot or within the neighborhood without prior authorization from the management company or Board. Special considerations will be given, but limited to 72 hours, in the case of preparation and unloading of recreation vehicles and trailers. Removal of the recreational vehicles or trailer for short periods of time, so as to avoid the intent of this provision, shall NOT affect the running of the time periods set out herein.

## **COMMERCIAL VEHICLES & EQUIPMENT**

Commercial vehicles (larger than passenger – graders, trucks other than pick-ups, tractors, buses), work trailers, and equipment shall NOT be parked in the neighborhood (overnight or temporarily). Only one company-provided, passenger (i.e. marked van, car, pick-up) vehicle per household shall be parked in the neighborhood (overnight or temporarily).

## **OTHER ITEMS**

### **DECORATIONS**

1. **HOLIDAY DECORATIONS.** These items must be removed 30 days after the holiday has ended. Christmas decorations may not be displayed prior to Nov. 15<sup>th</sup>. None of these items, including lights, may be made a permanent fixture to the home.
2. **YARD DECORATIONS.** Yard decorations are items displayed in the front yard of a lot on a regular basis. No plastic lawn decorations are acceptable in the front yard of a lot.

### **LAWN FURNITURE**

Lawn furniture in good repair is allowed on front porches but may not be left out on lawns as to be visible from other lots, unless, with ACC approval, it is incorporated into the landscaping theme of the yard. Lawn mowers, edgers, rakes, and all other lawn maintenance equipment may not be left in view when not in use.

## **RECREATIONAL EQUIPMENT**

Unsightly recreational equipment is defined as volleyball nets, soccer goals, trampolines, skateboard ramps and barbecue grills. Except when in actual use, these items shall be kept either stored in the garage, in the rear of the residence and/or screened from public view so long as not to be visible from the front of the house.

## **CLOTHESDRYING**

Clothes drying outdoors may not be viewable from any portion of the Lot or from the street. No structure meant to be used to dry clothing shall be erected on the property as to be visible from any Lot or public street.

## **SIGNAGE**

Signs are allowed on the Lot to advertise a residence that is for sale or for rent (1 sign per lot). Also permitted, are signs that advertise a renovation or repair. These signs may be no larger than an four foot square. It is permissible to display signs for your home security company or signage to meet legal postings for surveillance cameras. Political signage must be removed after 15 days of the event.

## **NOISE**

Noise is considered a situation that is an annoyance to your neighbor(s). No exterior speakers other than those connected to a security system shall be on any portion of the property. No noise or nuisance shall exist on any portion of the property so as to be offensive or detrimental to any portion of the property or adjoining properties.

## **ANIMALS**

Animals not considered to be domestic may not be kept, maintained, or cared for on the property. These prohibited animals include, but are not limited to: pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any similar animals. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance.

No domestic pet, such as dogs or cats, may be allowed on property other than the Owners unless confined with a leash. You may not operate a kennel or breeding operation out of your home. The area where your domestic animals are kept must be clean and sanitary and free of refuse, insects, and waste at all times.

## **WINDOW COVERINGS**

Foil, butcher paper, sheets, blankets or newspaper are not an acceptable window covering.

Temporary window coverings may be used for a period of ninety (90) days after closing on your home.

## **SCHEDULE OF FINES:**

### **LOT MAINTENANCE, PARKING or OTHER**

#### **DEFINITIONS:**

**First Offense** – A first offense means that the Owner or other party has not violated a similar covenant, guideline or rule within six (6) months from the date of any prior notice describing such violation.

**Repeat Violations** – A repeat violation means that the Owner or other party has violated a similar covenant, guideline or rule (within same violation category) within six (6) months from the date of any prior notice describing such violation.

#### **For each violation of Lot Maintenance, Parking or “Other Category” issues, warnings and fines will be assessed as follows:**

1<sup>st</sup> offense will receive a warning courtesy letter (example: grass needs mowing).

2<sup>nd</sup> offense of a similar kind (grass needs mowing) will receive a \$50 fine.

3<sup>rd</sup> offense of a similar kind (grass needs mowing) will result in a certified letter, mailed at a cost to the homeowner, and a \$100.00 fine

4<sup>th</sup> offense of a similar kind will result in a certified letter, mailed at a cost to the homeowner, and a \$150.00 fine

To summarize, 3 similar kind violation notices (grass needs mowed) will receive a \$300.00 fine plus certified letter costs. This method will be followed for all violations occurring for Lot Maintenance, Parking or “Other” category matters.

After the 4<sup>th</sup> violation letter is sent, the Board reserves the right to pursue legal action and/or other remedies to cure the violation at the Owner’s expense if the violation remains unresolved.

If the condition that caused the violation is resolved and remains resolved for six (6) months, the process will then begin again as the first violation.

**SCHEDULE OF FINES:**  
**TRASH CAN AND RECYCLING BIN VIOLATIONS**

**DEFINITIONS:**

**First Offense** – A first offense means that the Owner or other party has not violated a similar covenant, guideline or rule within six (6) months from the date of any prior notice describing such violation.

**Repeat Violations** – A repeat violation means that the Owner or other party has violated a similar covenant, guideline or rule (within same violation category) within six (6) months from the date of any prior notice describing such violation.

**For violation of trash can storage issues, warnings and fines will be assessed as follows:**

1<sup>st</sup> offense will receive a warning courtesy letter.

2<sup>nd</sup> offense of a similar kind will receive a \$25.00 fine.

3<sup>rd</sup> offense of a similar kind will result in a certified letter, mailed at a cost to the homeowner, and a \$50.00 fine.

4<sup>th</sup> offense of a similar kind will result in a certified letter, mailed at a cost to the homeowner, and a \$75.00 fine.

For example, 3 trash can violation notices will receive a \$150.00 fine, plus certified letter costs.

After the 4<sup>th</sup> violation letter is sent, the Board reserves the right to pursue legal action and/or other remedies to cure the violation at the Owner's expense if the violation remains unresolved.

If the condition that caused the violation is resolved and remains resolved for six (6) months, the process will then begin again as the first violation.

**ACC VIOLATIONS**

Anytime a resident wishes to make a change to their landscaping, additions to the property or add to their home, an ACC application must be filed for approval. All denied ACC applications may be appealed with the Board at a scheduled hearing. Items that require ACC approval include, but are not limited to:

<b>Storage Sheds</b>	<b>Sprinkler Systems</b>	<b>Playscapes</b>	<b>Masonry Retaining Walls</b>
<b>Decks</b>	<b>Antennas</b>	<b>Removal of Trees</b>	<b>Landscaping changes</b>
<b>Pools</b>	<b>Temporary Structures (awnings/tents)</b>	<b>Arbor/Patio Covers</b>	<b>New Roof</b>
<b>Room Additions</b>	<b>Solar Panels</b>	<b>Fences</b>	<b>Basketball Goals</b>

### **SCHEDULE OF FINES:**

#### **ARCHITECTURAL CONTROL VIOLATIONS**

##### **VIOLATION #1: ACC APPROVAL NOT OBTAINED PRIOR TO WORK INITIATED, warnings and fines will be assessed as follows:**

1<sup>st</sup> offense will receive a warning courtesy letter along with a blank copy of the ACC application to be completed by the homeowner.

Thirty (30) days is the allowed period to complete the ACC application, obtain appropriate neighbor signatures, and to submit the application to the management company for approval.

2<sup>nd</sup> offense will result in a certified letter, mailed at a cost to the homeowner, and a \$150.00 fine.

The Board reserves the right to pursue legal action and/or other remedies to cure the violation at the Owner's expense if the violation remains unresolved.

##### **VIOLATION #2: ACC APPROVAL OBTAINED BUT WORK DID NOT MATCH THE PROJECT AS APPROVED IN THE ACC APPLICATION, warnings and fines will be assessed as follows:**

1<sup>st</sup> offense will receive a warning courtesy letter.

Thirty (30) days is the allowed period to remedy the situation and bring the project to code, unless the Board determines more time is necessary to resolve the project.

2<sup>nd</sup> offense will result in a certified letter, mailed at a cost to the homeowner, and a \$150.00 fine.

The Board reserves the right to pursue legal action and/or other remedies to cure the violation at the Owner's expense if the violation remains unresolved.

## **OTHER ACC VIOLATIONS**

**ACC Violations can become complex in nature due to the various project types handled by ACC. The board reserves the right to pursue legal action and/or other remedies to cure the violation at the Owner's expense for violations that remain unresolved or fall outside of the two categories listed above.**