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*Dyana Limon-Mercado*

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Travis County, Texas

May 12, 2026 02:19 PM Fee: \$ 113.00

**202605221**

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SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS  
*for*  
SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

The undersigned, being the authorized representative of Scofield Phase VIII Residential Owners Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instrument entitled "Notice of Dedicatory Instruments for Scofield Phase VIII Residential Owners Association, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2025045411 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

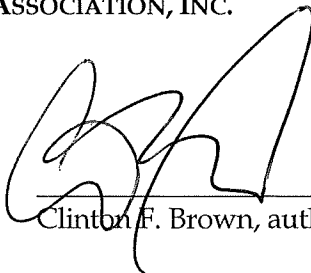
- **Third Amendment to the Bylaws of Scofield Phase VII Residential Owners Association, Inc.**
- **Governing Documents Enforcement and Fine Policy for Scofield Phase VII Residential Owners Association, Inc.**
- **Collection Policy for Scofield Phase VII Residential Owners Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

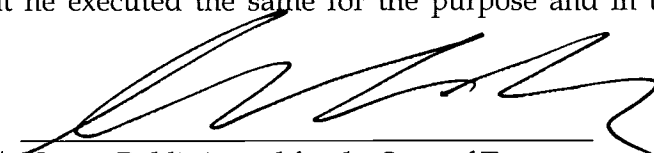
Executed on this 5<sup>th</sup> day of May, 2026.

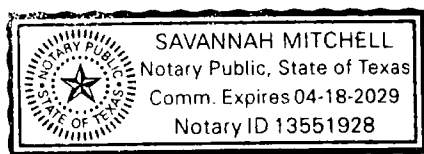
SCOFIELD PHASE VIII RESIDENTIAL OWNERS  
ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Clinton F. Brown, authorized representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned notary public, on this 5<sup>th</sup> day of May, 2026 personally appeared Clinton F. Brown, authorized representative of Scofield Phase VIII Residential Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



THIRD AMENDMENT  
to the  
BYLAWS  
of  
SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

I, Amanda Bonstead, President of Scofield Phase VIII Residential Owners Association, Inc.(the "**Association**"), do hereby certify that at a regular meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 18 day of March, 2026, with at least a quorum of the Members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the Members:

WHEREAS, the "Scofield Phase VIII Residential Owners Association, Inc. Bylaws" were recorded attached to the "Recordation of Bylaws and Rules and Regulations: Scofield Phase VIII Residential Owners Association, Inc." under Clerk's File No. 2009189014 in the Official Public Records of Travis County, Texas (the "**Bylaws**"); and

WHEREAS, Article 10, Section 10.1 of the Bylaws, the Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy; and

WHEREAS, Article 5, Section 5.4 (e) of the Declaration allows the Association acting through the Board the power to make establish, promulgate, and its discretion to amend or repeal and reenact, the Bylaws and such rules not in conflict with this Declaration; and

WHEREAS, Article 16, Section 16.1 of the Bylaws provides that notwithstanding anything contained herein to the contrary, should all or part of any article of these Bylaws be in conflict with provisions of Texas law or the Declaration, such Act or law or the Declaration shall control; and

WHEREAS, the Declaration supersedes any language contained in the Association's Bylaws regarding the procedure to amend the Bylaws; and

WHEREAS, the Board determine it would be in the best interest of the Association to amend the Bylaw to add fining authority.

NOW, THEREFORE, the Bylaws are amended as follows:

The Bylaw of the Association are amended to add Section 6.15 to Article 6, to read as follows:

6.15. Fining. In addition to the rights of the Association to enforce the provisions of the Declaration as provided at law and in the Declaration, the Board shall have the authority to (i) levy fines for violations of the Declaration, all rules and regulations and all other "dedicatory instruments" of the Association as that term is defined by Section 202.001(1) of the Texas Property Code, and (ii) adopt (and amend as needed) a fining policy. Any such fines and notices related to same must be in compliance with state law.

All other provisions of the Bylaws remain in full force and effect, as previously amended.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution was approved by a majority vote of the Members as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 23 day of March, 2026.

SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.

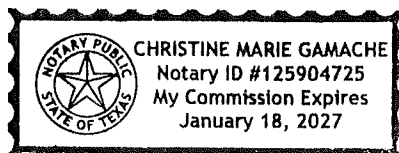
By: Amanda Bonstead

Printed: Amanda Bonstead

Its: President

THE STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME, the undersigned notary public, on this 23<sup>rd</sup> day of March 2026 personally appeared Amanda Bonstead, as President of Scofield Phase VIII Residential Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Christine Gamache  
Notary Public in and for the State of Texas

COLLECTION POLICY  
*for*  
SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.

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THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

I, Amanda Bonstead, President of Scofield Phase VIII Residential Owners Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 18 day of March, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

**RECITALS:**

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.
2. Pursuant to Article 7, Section 7.6 of the Declaration, acting through its Board of Directors, may impose late charges for the late payment of Assessments.
3. The Board desires to adopt a Collection Policy consistent with the Association's Dedicatory Instruments (as defined below) and state law.

**COLLECTION POLICY**

It is the policy of the Scofield Phase VIII Residential Owners Association, Inc. ("Association") to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments and other charges due and owing to the Association in accordance with the following Collection Policy ("Policy"):

**Section 1. Definitions.** Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The Annual Assessment, which is billed monthly, and other assessments including, but not limited to, Annual Assessment and Special Assessment and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the Association's lien and the collection which is governed by the Declaration and/or state law.

**1.2. Declaration** – shall mean the following:

a. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Scofield Farms Mixed-Use Properties.
- (2) Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (3) First Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (4) Second Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (5) Third Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (6) Fourth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (7) Fifth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (8) Sixth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (9) Seventh Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (10) Eighth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (11) Ninth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (12) Tenth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (13) Eleventh Amendment to Scofield Phase VIII Residential Owners Association, Inc. Declaration of Covenants, Conditions and Restrictions.
- (14) Twelfth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.

- (15) Thirteenth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.
- (16) Fourteenth Amendment to Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions.

b. Recording Information:

- (1) Volume 12305, Page 529, *et seq.*, in the Official Public Records of Real Property of Travis County, Texas.
- (2) Volume 12255, Page 1, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.
- (3) Volume 12427, Page 588, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.
- (4) Volume 12627, Page 604, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.
- (5) Volume 12769, Page 141, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.
- (6) Volume 13071, Page 438, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.
- (7) Volume 13347, Page 2919, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.
- (8) Travis County Clerk's File No. 1999053332.
- (9) Travis County Clerk's File No. 1999146686.
- (10) Travis County Clerk's File No. 2000020847.
- (11) Travis County Clerk's File No. 2000184248.
- (12) Travis County Clerk's File No. 2005068079.
- (13) Travis County Clerk's File No. 2012204961.
- (14) Travis County Clerk's File No. 2012103529.
- (15) Travis County Clerk's File No. 2019193753.
- (16) Travis County Clerk's File No. 2024113913.

"Declaration" also includes any other applicable amendments, annexations or supplements not included in the list above and any future amendments, annexations or supplements.

**1.3. Dedicatory Instruments** - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

**1.4. Property** - shall mean the following:

- Scofield Farms, Phase 8, a subdivision in Travis County, Texas more particularly described by metes and bounds in those Exhibits A-C, attached to such document described below under Paragraph

4(a)(2) and 4(b)(2), and all amendments or annexations thereto, if any.

- Scofield Farms, Phase 8, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 95, Pages 220-222 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.
- Scofield Farms, Phase 8, Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 97, Pages 1-4 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.
- Scofield Farms, Phase 3, Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 99, Pages 305-307 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.
- Scofield Farms, Phase 8, Section 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 100, Pages 15-17 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.
- Scofield Farms, Phase 8, Section 7, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 199900303 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.
- Scofield Farms, Phase 10, Section 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 101, Pages 375-378 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.
- Scofield Farms, Phase 10, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200000035 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.
- Scofield Farms, Phase 10, Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200000245 of the Plat Records of Travis County, Texas, and all amendments or annexations thereto, or replats thereof, if any.

"Property" shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association, if any, that are not included above.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

**Section 2. Due Date.** Each monthly Assessment shall be due by the 1<sup>st</sup> day of the month in which the Assessment was levied or such other date established by the Declaration or the Board of Directors ("Board"). Each Special Assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

**Section 3. Cost Recovery.** Each Assessment, together with interest, costs, late charges and attorney fees incurred in a collection action shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law or as otherwise provided by the Association's Dedicatory Instruments, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

**Section 4. Delinquency Processing.** The delinquent date for all Assessments will be the day after the Due Date, unless otherwise stated in the Declaration or action approving same.

**Section 5. Notices.** All collection notices sent to the Owner below shall contain notice of the amount then due.

- 5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Area are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Area use rights as a separate mailing.

**Section 6. Interest.** Unless otherwise provided by the Declaration, any Assessment not paid by the Due Date shall bear interest from the Due Date at the rate of ten percent (10%) per annum.

**Section 7. Late Charge.** A late charge of ten dollars (\$10.00) will be incurred on any Assessment and Special Assessment that is not paid in full by the end of the month in which the

Assessment was levied. For example, and in no way by limitation, if an Assessment is due January 1st, the late charge will be levied on February 1st. The late charge will be based upon the full amount of the applicable monthly Assessment regardless of whether the full amount of the applicable Assessment is delinquent, or some portion less than the full amount of the applicable Assessment is delinquent. Late charges are in addition to, not in lieu of, interest.

**Section 8. Payment Plan and Partial Payments.** All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. If accepted by the Association, partial payments shall be posted in accordance with Section 209.0063 of the Texas Property Code unless the owner is in default under a payment plan at the time the Association receives the payment. The acceptance of a partial payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. If an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy. The Association will not accept cash payments.

**Section 9. Dishonored Checks.** Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check processing fee in the amount of \$35.00, or such other amount as established by the management company, to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. If a dishonored check notice is not sent, the Association may proceed with collection activity immediately. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check [including a management company fee(s), if any] shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

**Section 10. Owner's Mailing Address.** It is the responsibility and obligation of each Member who owns a Lot under the jurisdiction of the Association to provide the Member's mailing address to the Association and to promptly notify the Association in the event the Member's mailing address changes. In order to be effective, notice of the Member's mailing address or a change of the Member's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Member's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the street

address of the Owner's Lot or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to State law and the Association's governing documents shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or to obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of the Owner's mailing address.

**Section 11. Referral of Account to Association's Collection Agent.** The Association, the Board, an individual Board member, the Association's office staff if any, or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing this Policy in the applicable county records, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) any portion of a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the Association's Dedicatory Instruments or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner (includes the authority to allow the Association's attorney or designated agent to bid on and purchase the property at a trustee foreclosure sale or at a constable/sheriff's sale), and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court, and monitoring the bankruptcy case in order to protect the Association's interests.

**Section 12. Required Action.** Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

**Section 13. Referral of Account to Credit Reporting Service(s).** In the event that an Owner does not either pay the balance due on the assessment account of Owner's Lot in full or enter into a payment plan for the amount due after receipt of a Final Delinquent Notice as described in Section 5.2 above, the Association may, but is not required to, report a delinquent account to a credit reporting service(s) of the Association's choosing. The Association's may

report the delinquent account by and through its management company. The decision to refer a delinquent account to a credit reporting service(s) shall be at the sole and absolute discretion of the Board. The Board is not required to refer all delinquent accounts to a credit reporting service(s) and retains the sole and absolute discretion to refer accounts to a credit reporting service(s) on a case-by-case basis.

**Section 14. Lien Filing.** In the event the Association decides to file an assessment lien, before the Association files the assessment lien (as that term is defined in Texas Property Code Section 209.0094), the Association must:

- a. Send an initial notice of delinquency:
  - (1) by first class mail to the Owner's last known mailing address as reflected in the Association's records;
  - or*
  - (2) by e-mail to an e-mail address the Owner has provided to the Association.

*and*

- b. Send a second notice of delinquency by certified mail, return receipt requested, to the Owner's last known mailing address as reflected in the Association's records not earlier than the 30th day after notice is given under Subsection a(1).

The Association may not file an assessment lien before the 90th day after the date notice of delinquency was sent to the property owner under Section 14(b).

**Section 15.** This Policy replaces and supersedes any previous collection policy (or similarly named document), if any, adopted by the Association including, but not limited to, the collection policy filed at Clerk's File No. 2014052208 in the Official Public Records of Real Property of Travis County, Texas.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Collection Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.

By: Amanda Bonstead

Printed: Amanda Bonstead

Its: President

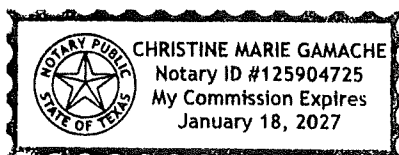
THE STATE OF TEXAS §

COUNTY OF Williamson §

BEFORE ME, the undersigned notary public, on this 23rd day of March, 2026, personally appeared Amanda Bonstead, as President of Scofield Phase VIII Residential Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Christine Gamache

Notary Public in and for the State of Texas





- 1.1. **Bylaws** - The Bylaws of Scofield Phase VIII Residential Owners Association, Inc. recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2009189014, as amended and supplemented.
- 1.2. **Declaration** - Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions recorded in Volume 12255, Page 1. *et seq.*, of the Official Public Records of Real Property of Travis County, Texas, as amended and supplemented.
- 1.3. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

**Section 2. Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** - By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** - A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is incurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

**Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** – Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner’s last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner’s Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- e. notice 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.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner’s written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the “place” of the hearing for purposes of the notice.

3.6 **Hearing Packet** – The Board shall include with the hearing notice, a

hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

3.7 **Conducting the Hearing** – During the 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 an Owner’s designated representative is then entitled to present the Owner’s information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

3.8. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.9. **Remedies** – The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney’s fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.** Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner’s last known address as shown in the Association’s records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;

- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- c. notice that 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.

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing must be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner’s written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the “place” of the hearing for purposes of the notice.

4.3. **Hearing Packet** – The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

4.4. **Conducting the Hearing** – During the 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 an Owner’s designated representative is then entitled to present the Owner’s information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

4.5. **Remedies** – Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys’ fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

**Section 5. Subsequent Violation.** If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner’s right to use the Common Area without first sending another demand for compliance.

**Section 6. Fines.** Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing this Policy in the applicable county records and in accordance with Section 209.0061 of the Texas Property Code, or its successor statute, impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. Fines may be assessed for any violation of the Governing Documents, including but not limited to architectural violations, violations for using a lot in a prohibited manner, failure to take required action, and failure to maintain a lot or the structures thereon.

Pursuant to Section 202.008 of the Texas Property Code, No fines may be levied against an Owner for a violation of the Governing Documents that requires the Owner to plant or install grass or turf or maintain green vegetation or turf or prohibits discolored or brown vegetation on the Owner’s Lot (1) during a period when the Owner’s Lot is subject to a residential water restriction under which discolored or brown vegetation or turf could reasonably result; and (2) before the 60th day after the date an applicable residential watering restriction is lifted as defined in Section 202.008 of the Texas Property Code.

Pursuant to Section 209.0061 of the Texas Property Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

**Curable Violations**

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Pre-Fine Notice (if sent)		No Charge
1 <sup>st</sup> Notice (Chapter 209 - Demand Letter)	30 days	\$50.00
2 <sup>nd</sup> Notice of Fine Letter	30 days	\$50.00
3 <sup>rd</sup> Notice of Fine Letter	30 days	\$50.00

Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	\$50.00
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**Uncurable Violations and Violations Posing a Threat to Public Health or Safety**

Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	\$50.00

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Texas Property Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Governing Documents, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board shall not be construed as a waiver of the fine schedule or the Governing Documents. Any fine levied by the Association is the personal obligation of the Owner.

*[The remainder of this page was intentionally left blank.]*

I hereby certify that I am the duly elected and acting President of the Scofield Phase VIII Residential Owners Association, Inc., and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this 23 day of March, 2026.

SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.

By: Amanda Bonstead

Printed: Amanda Bonstead

Its: President

THE STATE OF TEXAS §

COUNTY OF Williamson §

BEFORE ME, the undersigned notary public, on this 23rd day of March, 2026 personally appeared Amanda Bonstead, President of Scofield Phase VIII Residential Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Christine Gamache

Notary Public in and for the State of Texas

