

**AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006**

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, who, being by me duly sworn according to law, stated the following under oath:

“My name is CAROL LYNNE HOFFMAN. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Crown Ridge Townhouse Association, Inc., a Texas non-profit corporation (the “Association”). I am also a custodian of the records for the Association, and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a property owners’ association as that term is defined in *Tex. Prop. Code § 202.001*. The Association’s jurisdiction includes, but may not be limited to, the property in Bexar, County, Texas and described as:

That certain subdivision known as Crown Ridge Townhouse Subdivision, being the property identified and referenced in the First Amended and Restated Declaration of Covenants, Conditions & Restrictions for Crown Ridge Townhouse Subdivision, recorded as Document No. 20180222981 in the Official Public Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Crown Ridge Townhouse Association, Inc.  
Resolution Adopting Policies:  
Collection and Payment Plan Policy, and Fine Policy*

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Crown Ridge Townhouse Association, Inc.  
6714 Crown Ridge Drive  
San Antonio, Texas 78239  
Phone: 210-653-4447  
Fax: 210-670-7049  
Email: [crtasatx@gmail.com](mailto:crtasatx@gmail.com)

SIGNED on this the 27 day of March, 2024.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

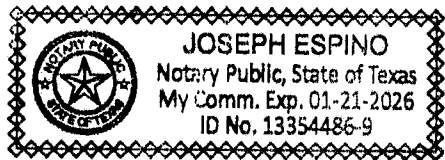
By: Carol Lynne Hoffmann  
CAROL LYNNE HOFFMAN  
Its: President

**ACKNOWLEDGMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, President of the CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. who, after being duly sworn, acknowledged and stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 27th day of March, 2024.



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NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:  
Michael B. Thurman  
Thurman & Phillips, P.C.  
4093 De Zavala Road  
Shavano Park, Texas 78249  
Phone: 210-3410-2020

**CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.  
RESOLUTION ADOPTING POLICIES**

**STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BEXAR**

**WHEREAS**, the Board of Directors of Crown Ridge Townhouse Association, Inc. ("Association") is the established governing body the property known as Crown Ridge Townhouse Subdivision ("Crown Ridge") as identified in the First Amended and Restated Declaration of Covenants, Conditions & Restrictions for Crown Ridge Townhouse Subdivision, recorded as Document No. 20180222981 in the Official Public Records of Bexar County, Texas; together with all amendments, annexations and supplements thereto ("Declaration"); and the First Restated Bylaws of the Association, recorded as Document No. 20180222981 in the Official Public Records of Bexar County, Texas; and all amendments and restatements thereto ("Bylaws"); and

**WHEREAS**, in accordance with the duties and responsibilities imposed by the Declaration, the Bylaws and all policies, rules and regulations duly adopted by the Association (collectively, "Governing Documents"), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Crown Ridge, including but not limited to, the common areas owned by the Association; and

**WHEREAS**, it has been determined by the Board of Directors that it is necessary to revise or adopt the policies attached hereto as Exhibit "A".

**THEREFORE, BE IT RESOLVED:**

The Collection and Payment Plan Policy, and Fine Policy, in the form attached hereto as Exhibit "A", by a unanimous vote of the Board of Directors, were approved as to form and content and adopted for use by the Association.

This Resolution Adopting Policies is adopted this 26 day of March 2024, by the Board of Directors of the Association and shall be effective when filed for record in the Official Public Records of Bexar County, Texas.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman  
Name: Carol Lynne Hoffman  
Title: President

EXHIBIT "A"

**CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.  
COLLECTION AND PAYMENT PLAN POLICY**

This Collection and Payment Plan Policy ("Collection Policy") of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. (the "Association") was duly adopted on the 19 day of March, 2024, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Crown Ridge Townhouse Subdivision, subject to the First Amended and Restated Declaration of Covenants, Conditions & Restrictions for Crown Ridge Townhouse Subdivision, recorded as Document No. 20180222981 in the Official Public Records of Bexar County, Texas; and all amendments, annexations, supplements and restatements thereto (collectively, "Declaration"), the First Restated Bylaws of the Association, recorded as Document No. 20180222981 in the Official Public Records of Bexar County, Texas; and all amendments and restatements thereto ("Bylaws"); and all policies, rules, and regulations duly adopted by the Association from time-to-time (collectively, "Governing Documents").

This Collection Policy is adopted under the requirements of the TEX. PROP. CODE § 209.0062 for the adoption of an alternative payment schedule by which an Owner may make partial payments to the Association for assessments or any other amount owed to the Association without accruing additional monetary penalties. Any previously adopted collection or payment policies are of no further force or effect.

The adoption of this Collection and Payment Plan Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Collection and Payment Plan Policy shall become effective as of the date the Collection and Payment Plan Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration.

1. Due Date of Assessments

A. Annual Assessments: Annual Assessments shall be due and payable as of January first (1st) of each year and shall be collected monthly in advance on the first (1st) day of each successive month ("Due Date") of each year until amended by the Board of Directors. If payment is not received within ten (10) days of the Due Date, a delinquent account ("Delinquent Account") shall commence, accruing interest, fees, and costs, as described herein.

B. Special Assessments: Special Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

C. Specific Assessments: Specific Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

D. Other Assessments and Charges: Other Assessments, Charges, and fees, if applicable, shall be due and payable per the due date contained in the invoice from the Association to the Owner.

F. Receipt of Billing: It is the duty and obligation of each Owner to notify the Association by the tenth (10th) of the month in which the Assessment is due if no bill is received. It shall be no defense to the Owner's obligation to pay any amount due because of the Owner not receiving a bill.

2. Account Fees

A. Interest and Fees: For any account balance not paid in full within thirty (30) days of the specified Due Date, the Delinquent Account, including all late fees (i.e., ten percent (10%) of the payment due), administrative costs, collection costs, penalties, and expenses, including reasonable attorney's fees, shall bear interest monthly from the date of delinquency at a rate of ten percent (10%) per annum or the maximum rate of interest allowed by law, whichever is less.

B. Lien and Filing Fees: For any Delinquent Account for which an affidavit of non-payment is filed, the Owner shall be charged the costs incurred by the Association for preparing and filing in the county records.

C. Return Payment Fee: If an Owner's payment is returned and/or dishonored for any reason, the Owner will be charged the lesser of Thirty and 00/100 Dollars (\$30.00) or the maximum amount allowed by law per occurrence for the dishonored payment.

D. Costs: All collection costs, administrative fees, and expenses, including reasonable attorney's fees, shall be charged to the account of the delinquent Owner.

E. Administrative Fees: If the delinquent Owner requests a Payment Plan, in addition to the monthly Assessment payment required, the delinquent Owner shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.

3. Assessment Lien. All Assessments, interest, charges, late fees (if applicable), and other expenses, including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts or enforcing the Declaration, Bylaws, rules, regulations, and/or policies of the Association, payable by an Owner shall be a charge on an Owner's Property and secured by a continuing lien as per the Governing Documents, subject to applicable limitations imposed by the TEX. PROP. CODE Chapter 209.

4. Account Information. It is the sole responsibility and obligation of the Owner to provide the Association current billing information. If no information is provided, it shall be the presumption the billing address is the Property address of the Lot for which the Assessment is due. Otherwise, the Association shall use the Owner's last known mailing address as reflected in the records of the Association.

5. Third-Party Collection Costs. An Owner who has a Delinquent Account shall be held liable for fees of a collection agent retained by the Association provided the Association complies with TEX. PROP. CODE § 209.0064, as amended, and provides written notice to the Owner by certified mail, return receipt requested, at the Owner's address on record with the Association that:

A. Specifies each delinquent amount and the total amount of the payment required to make the account current;

B. Describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association;

C. Provides a period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken; and

D. Provides notice that attorney's and/or collection agent's fees and costs will be charged to the Owner if the delinquency continues after a certain date.

6. Priority of Payments.

A. Except as provided by Paragraph 6(B), payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority:

- (i) Any delinquent Assessment;
- (ii) Any current Assessment;
- (iii) Any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with the Assessments or any other charge that could provide the basis for foreclosure;
- (iv) Any reasonable attorney's fees incurred by the Association that are not subject to 6(A)(iii);
- (v) Any reasonable fines assessed by the Association; and
- (vi) Any other reasonable amount owed to the Association.

B. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified by Paragraph 6(A) above.

7. Delinquency Notification. The Association may cause to be sent the following notification(s) to delinquent Owners:

A. First Notice of Delinquency. In the event any Assessment payment balance remains unpaid ten (10) days from the Due Date, the account will be considered delinquent, and a First Notice of Delinquency may be sent via first class mail to each Owner with a Delinquent Account setting forth all Assessment(s), interest, and other amounts due. The First Notice of Delinquency may be mailed to the Owner's last known mailing address as reflected in records maintained by the Association, or to an email address the property Owner has provided to the Association. The First Notice of Delinquency will contain a statement that the full unpaid Assessment is due, and that the Owner is entitled to a Payment Plan as required by the TEX. PROP. CODE § 209.0062. In the event any Owner is unable to pay the Assessment payment when due, as specified in the Assessment billing, an Owner may enter into a Payment Plan as required by TEX. PROP. CODE § 209.0062 if eligible as per the Payment Guidelines contained herein. In the event an Owner chooses to enter a Payment Plan with the Association prior to turning the file over to a third-party collection firm, a charge of Ten and 00/100 Dollars (\$10.00) per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full. In the event the file has been turned over to a third-party collection firm, the administrative fee will be equivalent to the fee charged to the Association by the third-party collection firm.

B. Second Notice of Delinquency. Not earlier than the thirtieth (30th) day after notice given under Paragraph 7(A) above, if, the delinquent Assessment amount due (i.e., not to include unbilled Assessments) is not paid in full, the Owner has not entered into a Payment Plan within

sixty (60) days of the Due Date, or there is a default on the Payment Plan, a Second Notice of Delinquency as required by TEX. PROP. CODE § 209.0064 or, alternatively, if the Association intends to suspend the Owner's privileges, a Second Notice of Delinquency compliant with TEX. PROP. CODE § 209.006, shall be sent via certified mail, return receipt requested, to each delinquent Owner. The Second Notice of Delinquency will set forth the following information and results of failure to pay, including explanation of:

- (i) Amounts Due: All delinquent Assessments and the total amount of the payment required to make the account current, including interest and other amounts due;
- (ii) Payment Plan: Advise the Owner, if eligible, to enter into a payment plan and options available to the Owner;
- (iii) Period to Cure: Advise the Owner has at least forty-five (45) days to cure the delinquency before further collection action is taken;
- (iv) Hearing: If the Board of Directors elects to suspend an Owner's rights or privileges, prior to doing so, Owners shall be given notice and opportunity for a hearing before the Board of Directors. If the Board of Directors intends to only pursue the collection of the Delinquent Account, the Owner is not entitled to a hearing. If applicable, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days of the date of the Second Notice of Delinquency sent to Owner;

If a hearing is requested within thirty (30) days of the date of the Second Notice of Delinquency, further collection procedures are suspended until the hearing process is completed. The Board of Directors shall set a hearing date not later than thirty (30) days after receipt of Owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board of Directors.

Not later than ten (10) days before the Association holds a hearing under TEX. PROP. CODE § 209.007, 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. If the Association does not provide a packet within the period described, an Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a member of the Board of Directors 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.

- (v) Assessment Lien: The Association shall not file an assessment lien before the ninetieth (90th) day after the Second Notice of Delinquency was sent to the Owner and the Owner has not paid the delinquent Assessment amount in full or entered into a Payment Plan.

- (vi) Referral of Account: Advise that in the event the Delinquent Account is not paid in accordance with the demand, the Delinquent Account will be referred to an attorney and all collection costs will be charged to the delinquent Owner's account.

8. Referral of Account to Association Attorney. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary in consultation with the Board of Directors including, but not limited to: sending demand letters; filing a lawsuit against the delinquent Owner for a monetary judgment, and foreclosure; instituting an expedited foreclosure action or judicial foreclosure proceeding; and, filing necessary claims, objections, and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and to exercise the power of sale thereby granted, if applicable, such foreclosure shall be accomplished pursuant to the requirements of TEX. PROP. CODE § 209.0092 by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Alternatively, the Association may commence an action for a monetary judgment and judicial foreclosure of the lien permitted by TEX. R. CIV. P. 735.3, which provides "any lien that may be foreclosed using Rule 736 procedures may also be foreclosed by judgment foreclosure in an action for judicial foreclosure."

9. Bankruptcies. Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

10. Payment Plan Guidelines. The Association's payment plan guidelines ("Payment Plan") are as follows:

A. Unless otherwise ineligible as hereinafter stated, prior to any account being turned over to an attorney or third-party collection agent for collection, an Owner shall be permitted to make payments to the Association for delinquent Assessments or any other amount owed to the Association.

B. The minimum term of a Payment Plan offered by the Association shall be three (3) months. The Association will consider specific facts and circumstances for each delinquent Owner and may extend the Payment Plan for a longer period not to exceed twelve (12) months.

C. All requests for a Payment Plan must be submitted by the delinquent Owner in writing and in a form provided by the Association.

D. So long as the Owner is paying under, and in accordance with, the Payment Plan, no additional monetary penalties shall accrue other than permitted monthly administrative fees as provided for herein.

E. The Payment Plan becomes effective upon the Association's receipt of:

- (i) a Payment Plan prepared by the Association and signed by all titled Owners and the Association or its designated representative; and
- (ii) the first payment delivered in accordance with the Payment Plan.

F. The Payment Plan is voided automatically without notice if the Owner:



- (i) fails to return an executed Payment Plan and the initial payment;
- (ii) fails to timely make any of the scheduled payments;
- (iii) tenders a payment for less than the amount agreed upon in the Payment Plan; or
- (iv) has any tendered payment dishonored for any reason.

G. The Association shall have no obligation to enter into a Payment Plan with an Owner for a period of two (2) years after an Owner has failed to comply with the terms of a previous Payment Plan.

H. All new Assessments which accrue during the period of a Payment Plan shall be included in the total amount to be paid by the Owner according to the Payment Plan.

11. Enforcement. The Association has a duty to diligently collect all amounts due the Association from its Owners and shall exercise due diligence in collecting all Delinquent Accounts. In the event any delinquent Owner fails to pay their Delinquent Account after the file is forwarded to an attorney, suit is to be filed for collection of all amounts due and which accrue, including reasonable attorney's fees, and for the foreclosure of the lien against the Owner's Property for amounts permitted by law.

#### CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Collection and Payment Plan Policy was duly approved and adopted by the Board of Directors of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC., on the 19 day of March, 2024, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Collection and Payment Plan Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Crown Ridge Townhouse Subdivision, a subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 15 day of April, 2024.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman  
Name: Carol Lynne Hoffman  
Title: Pres of the Board

**CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.  
FINE POLICY**

This Fine Policy of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. (the "Association") was duly adopted on the 19 day of March 2024, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Crown Ridge Townhouse Subdivision, subject to the First Amended and Restated Declaration of Covenants, Conditions & Restrictions for Crown Ridge Townhouse Subdivision, recorded as Document No. 20180222981 in the Official Public Records of Bexar County, Texas; and all amendments, annexations, supplements and restatements thereto (collectively, "Declaration"), the First Restated Bylaws of the Association, recorded as Document No. 20180222981 in the Official Public Records of Bexar County, Texas; and all amendments and restatements thereto ("Bylaws"); and all policies, rules, and regulations duly adopted by the Association from time-to-time (collectively, "Governing Documents").

This Fine Policy is adopted pursuant to the powers granted to the Association by the Governing Documents enabling the Association to adopt policies, such as a fine policy and a suspension of privileges policy, for owners ("Owners"), as needed to aid in the enforcement of the terms of the Governing Documents. Any previously adopted policies or other Governing Documents setting forth requirements for the imposition of fines or the suspension of privileges by the Association for violations of the Governing Documents are of no further force or effect.

The adoption of this Fine Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all governing documents in the real property records of each county in which the Property to which the governing documents relate is located. This Fine Policy shall become effective as of the date the Fine Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. **Violation Policy and Penalty.** Violation of any of the Governing Documents, as defined herein, as amended from time-to-time and any policies, rules, and regulations which may be adopted from time-to-time by an individual Owner, resident, or tenant shall result in the following actions and penalties:

A. **Curable Violations:** For violations that are not a threat to public health or safety of an ordinary person, a warning will be issued in writing to the Owner and the violating resident or tenant, if known. The warning, which may be in the form of either a ticket, if applicable, or a letter, shall advise the Owner of the violation and the action required to cure the violation by a specified date, which shall not be less than ten (10) days from the date of the notice, determined by the Board of Directors or the Association's Architectural Review Authority ("ARA"), as defined by TEX. PROP. CODE § 209.00505 (also known as the Architectural Committee), as applicable, in their sole discretion. Additionally, depending on the severity of the violation, the Association may elect to notify parents for violations by minors, suspend Owners' privileges, notify law enforcement, tow vehicles from private streets, if applicable, and/or common areas, file criminal charges, seek civil penalties, assess fines, if permitted by the Association's Governing Documents, or pursue other remedies the Association deems appropriate. At the discretion of the Board of Directors or the ARA, as applicable, if the violation is a first-time offense of committing a curable violation as defined by the TEX. PROP. CODE § 209.006 and not cured by the specified date contained in the first notice, a second notice requesting compliance within ten (10) days of the date of the notice or by a specified date determined by the Board of Directors or the ARA, as applicable,

may be issued to the Owner in writing. If the Owner fails to cure the violation as required by the date specified in the notice(s), the Association shall provide the Owner the statutory notice required under the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006, as it may be amended from time-to-time, and as applicable. The statutory notice shall inform the Owner of Owner's right to cure the violation and avoid the fine or suspension of privileges unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. In such event, no additional opportunity to cure will be given before assessing a fine. After the Owner has had a reasonable opportunity to cure and the Owner fails to do so, the Owner shall be fined in accordance with the terms herein. The Owner shall be advised of Owner's right to a hearing under TEX. PROP. CODE § 209.007, as well as special rights or relief Owner may have under federal law if the Owner is serving on active military duty.

For the purposes herein, a violation is considered curable if the violation is a continuous action which can be remedied by affirmative action on the part of the violator. Examples of acts considered curable for purposes herein include, but are not limited to:

- a parking violation;
- a maintenance violation;
- failure to maintain landscaping;
- failure to abide by adopted policies;
- ongoing lighting or noise nuisance;
- the failure to construct improvements or modifications in accordance with the approved plans and specifications;
- an ongoing noise violation such as a barking dog or loud or offensive music.

B. Uncurable Violation: For an uncurable violation, the Association shall not provide the Owner with an opportunity to cure the violation before assessing a fine. If a fine is assessed by the Association, the Association shall provide notice to the Owner of the basis for the assessment of the fine, the fine amount, and the right to a hearing under TEX. PROP. CODE § 209.007.

For the purposes herein, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. In such cases, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. Examples of acts considered uncurable for purposes herein include, but are not limited to:

- shooting fireworks;
- an act constituting a threat to health or safety;
- a noise violation that is not ongoing;
- the failure to obtain architectural approval before the commencement of work;
- property damage;
- if holding a garage sale or other event prohibited by a dedicatory instrument.

Notwithstanding the foregoing, the Association reserves the right to seek injunctive relief at any time, regardless of the provisions herein requiring notice for violations if the violation constitutes a material danger to persons or property, will cause irreparable harm to persons or property, or is a nuisance as determined by the Association in its absolute sole discretion.

For the purposes herein, if distinctly different, multiple violations shall be separate violations for purposes of assessments of fines. If multiple violations occur on an Owner's Lot or Property, the calculation of the number of violations that have occurred shall be based on the number of violations per address and not by each individual residing or visiting at such address.

C. Assessment of Fines: Owners shall be subject to the fines set forth in Exhibit "1" attached hereto if the Owner fails to cure the initial violation after being sent the required statutory notice or for any subsequent similar violations. The terms and procedures set forth in this Fine Policy are an outline of the actions of the Association and/or its management company for the enforcement of the covenants, conditions, restrictions, policies and rules contained in the Governing Documents; provided however, the Association and/or its management company is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Texas Property Code. Compliance with the terms and procedures in every enforcement action is not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Texas Property Code. As permitted by TEX. PROP. CODE § 209.006, the Board reserves the authority to levy a fine from the attached schedules of fines that may vary on a case-by-case basis depending on the facts, circumstances, and the severity of the violation. The Board of Directors, at its sole discretion, may increase or decrease the fines depending on relevant facts and history, for example, number of prior violations, severity of violations, multiple simultaneous violations, length of time to cure, cooperation of Owner, or any other applicable information.

2. Penalties Responsibility of Owner. All fines will be assessed to the Owner's account and will be payable to the Association within thirty (30) days of the date of billing. Fines shall be limited to a maximum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for each six (6) month period commencing as of the date of the discovery of the first violation which initiates the assessment of a fine for a specific violation. The limitations shall be exclusive of attorney's fees and costs incurred by the Association for enforcement.

3. Attorney's Fees. If the Association is compelled to retain an attorney for the collection of fines or the enforcement of the Governing Documents, the Owner shall be charged with all attorney's fees, costs, and expenses subject to the limitations of the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006 and § 209.008, as it may be amended from time-to-time.

4. Non-Exclusive Remedies. The imposition of the monetary penalties provided herein shall not be construed as an exclusive remedy, and shall be in addition to all other rights and remedies to which the Association may otherwise be entitled including, without limitation: the filing of an Affidavit of Non-Compliance in the Official Public Records of Bexar County, Texas; towing, if applicable; suspension of Owner's privileges; and/or, the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.

5. Violation by Resident, Tenant, or Agent. A violation by a resident, tenant, guest, or agent of the Owner shall be treated as a violation by the Owner of the Property. All monetary penalties shall be billed to the Owner.

6. Right to Hearing. An Owner which has received a statutory notice of a violation in accordance with TEX. PROP. CODE § 209.006 has a right, pursuant to TEX. PROP. CODE § 209.007, to request a hearing before the Board of Directors to discuss and verify facts and resolve matters in issue related to the violation, provided the Owner is entitled to an opportunity to cure the violation as provided

for in TEX. PROP. CODE § 209.006(b)(2)(A). The right of an Owner to request a hearing to discuss a violation of the Governing Documents does not apply if:

- i. the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action; or
- ii. the temporary suspension of an Owner's right to use common area 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.

7. Appeal Process. The process of appeal for Owners entitled to a hearing as stated in Section 6 above shall be:

- i. On or before the thirtieth (30th) day after the date written notice of the violation is mailed to the Owner in accordance with TEX. PROP. CODE § 209.006, Owner shall submit a written request to the Association for a hearing. All requests for a hearing must be mailed, hand delivered or electronically delivered to the Association's address on the most recently filed management certificate. The Owner should verify receipt by Association if no response is received within a reasonable timeframe.
- ii. The Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request for hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing.
- iii. Not later than ten (10) days before the Association holds a hearing for an enforcement action related to a violation of the Governing Documents, the Association shall provide the Owner with an "evidence" packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. The evidence packet shall be provided by mail, hand delivery or electronic delivery. If the Association does not provide an evidence packet within the described timeframe, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.
- iv. The Board or 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.
- v. The Board of Directors may elect to conduct the hearing at a regular or a special called meeting with notice to the membership in accordance with TEX. PROP. CODE § 209.0051, as amended.
- vi. If either party intends to make an audio recording of the hearing, notice of such intent shall be provided to the other party prior to the commencement of the hearing.
- vii. 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 the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

- viii. The Board of Directors shall issue its written decision on the Owner's appeal within fifteen (15) days of conducting the hearing. The written decision shall include the final decision and any further curative action to be taken by Owner, if any.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Fine Policy was duly approved and adopted by the Board of Directors of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC., on the 19 day of March, 2024, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Fine Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Crown Ridge Townhouse Subdivision, a subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 19 day of April, 2024.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman  
Name: Pres. of the Subdiv  
Title: Carol Lynne Hoffman

**Exhibit "1"**  
**FINE CATEGORIES SCHEDULE**

**Violation Types:**

<b>Architectural:</b>	<b>Fine Amount</b>	
	<b>Initial / Continuing Daily</b>	<b>Non-Continuing/Uncurable Each Occurrence</b>
Failure to submit application for Improvement prior to commencement of work	N/A	\$250.00/Submit Application
Failure to construct Improvement according to submittal	N/A	\$250.00/Cure Violation
Failure to comply with Solar Energy Devices Policy	\$100.00/\$50.00 per day	N/A
Failure to comply with Flag Policy	\$100.00/\$50.00 per day	N/A
Garbage container, woodpiles, or storage piles visibility	\$100.00/\$50.00 per day	N/A
Religious Display Violation	\$100.00/\$50.00 per day	N/A

<b>Improvement Maintenance:</b>	<b>Fine Amount</b>	
	<b>Continuing Daily</b>	<b>Non-Continuing/Uncurable Each Occurrence</b>
Exterior Security bars, and Mailboxes	\$100.00/\$50.00 per day	N/A
Replacement of Exterior Doors, Screened Doors, Windows, Window Screens, Light Fixtures, Mailboxes, as prescribed within the Declaration	\$100.00/\$50.00 per day	N/A
Construction of and/or Non-compliant fence/gate (materials, color, condition, etc.)	\$100.00/\$50.00 per day	N/A
Garage Door (faded, dented, disrepair, etc.)	\$100.00/\$50.00 per day	N/A

<b>Lot Maintenance:</b>	<b>Fine Amount</b>	
	<b>Continuing Daily</b>	<b>Non-Continuing/Uncurable Each Occurrence</b>
Visible stored materials (Exempt: during construction project) junk, tires, debris, unsightly items violating Declaration	\$50.00/\$25.00 per day	N/A
Violation of Political Sign Policy	\$50.00/\$25.00 per day	N/A
Signage Violation	\$50.00/\$25.00 per day	N/A

<b>Miscellaneous:</b>	<b>Fine Amount</b>	
	<b>Continuing Daily</b>	<b>Non-Continuing/Uncurable Each Occurrence</b>
Parking Violation	\$50.00/\$25.00 per day	N/A
Inoperable Vehicle Violation	\$50.00/\$25.00 per day	N/A
Other Vehicle Violation	\$50.00/\$25.00 per day	N/A
Animal or Pet Violation	\$50.00/\$25.00 per day	\$100.00/Cure Violation
Violation of Holiday Display Policy (if applicable)	\$50.00/\$25.00 per day	N/A
Noise Violation	\$50.00/\$25.00 per day	\$250.00/Cure Violation
Common Area Violation		\$250.00/Cure Violation
Act constituting a threat to health and safety	N/A	\$250.00 to \$750.00 Discretion of Board depending on severity
Property damage to Common Area	N/A	\$250.00/Reimbursement of damages/costs of repair
Operating prohibited business from residence	\$100.00/\$50.00 per day	N/A
Short-Term Rental (if prohibited)	\$100.00/\$50.00 per day	N/A

<b>Uncategorized Violations:</b>	<b>Fine Amount</b>	
	<b>Continuing Daily</b>	<b>Non-Continuing/Uncurable Each Occurrence</b>
For violations not referenced in the above categories, the Board of Directors shall levy a reasonable fine of not more than Two Hundred and Fifty and No/100 Dollars (\$250.00) per violation based on the severity of the violation and the Owners' violation history. For continuing daily violations, the fines assessed shall be \$100.00 for initial final and \$50.00 daily thereafter until cured.	\$100.00/\$50.00 per day	\$250.00

\* Non-Continuing violation fine amounts reflect the first, second, third and continuing subsequent violations within six (6) months of a similar violation for which a statutory notice was provided.

\*\* Fines shall be levied commencing as of the cure date required by the TEX. PROP. CODE §209.006 notice if violation is not cured.



**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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**Total Pages:** 17  
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**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/16/2024 12:17 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk