

Fines and Assessment Policy and Enforcement of the CCRs

(HB 614, Section 209.0061 of the Texas Property Code)

Published 01/06/2024

Enforcement Overview

The Declarations of Covenants, Conditions, and Restrictions (CCRs) establish the rules and obligations for both the owners and the Association. Their purpose is to protect, preserve, and enhance property values. The CCRs also gives the Association the authority to enforce restrictions and institute a policy regarding fines for violations.

Property owners should understand and adhere to the legally binding requirements set forth in the CCRs. The goal is voluntary compliance. In the Gattling Creek Owners' Association, when a violation is noted, it is investigated through communication with the Owner, site inspections, contact with neighbors, or any other means necessary to verify status. Most situations are resolved quickly without any further actions or fees. Communication is key. **If you cannot comply with a requirement or receive a violation notice, contact the Association. immediately to work towards a solution.**

Every property owner becomes a member of the Association when they buy their home. Buyers are informed of the requirement to pay the annual assessment (dues) and are given access to documents detailing association rules and financial status. All owners are expected to abide by these as part of their home purchase.

Notices and Fines

The Association's intent is to resolve any violations in the most expedient and neighborly way possible while maintaining the integrity of the CCRs. The Board may extend deadlines or reduce fines if extenuating circumstances exist. Unless a violation poses an imminent health or safety risk, the process below will be executed. The Association will contact the property owner with details of the violation. A notice will be sent which includes any deadline for correction and an explanation of the process and possible fines. The owner must notify the Association in writing when the issue is cured.

Requests for a Hearing

Any Lot Owner may send a written request for a hearing before the Board of Directors. All requests can be mailed to Gattling Creek Owners' Association, PO Box 13, Millersview, TX 76862, or emailed to GattlingCreekHOA@gmail.com.

Enforcement Process	Deadline
1st Offense: Courtesy Warning with Deadline to Be Cured <ul style="list-style-type: none">The Association utilizes the most efficient way(s) to contact the property owner, which may be a phone call, email, personal visit, letter, etc.No fines are yet assessed. It is critical that the property owner engage the Association to discuss. Almost all issues are resolved in this initial phase.	Normally 10 Days
2nd Offense: Formal Notification with Additional Corrective Action (per CCRs) if Not Cured <ul style="list-style-type: none">If issue not corrected by courtesy deadline, a formal notice will be sent via certified mail.If issue is not cured by new deadline, the Association shall begin corrective action measures to include any/all legal measures to correct the violation.	Immediate Correction of Violation
Per Article II, Section 28 of CCRs... Fees/Liens <ul style="list-style-type: none">In the event an Owner should at any time fail or refuse to adhere to or comply with any of the covenants, conditions, and restrictions of this Declaration, the Association, or any committee or representative thereof, after giving reasonable notice thereof shall require such Owner to remedy such violation or breach; and, if such Owner continues to fail or to refuse to adhere to or comply with such covenant, condition or restriction, the Association may proceed to remedy same by appropriate action <u>at the cost of Owner including the Association's reasonable attorney's fees, costs of court, and interest at the rate of ten percent (10%) per annum thereon.</u><u>Any such liability shall be the personal liability of the Owner, and the Association shall have a lien against the Owner's Lot to secure the payment thereof.</u>	Immediate Correction of Violation

Gattling Creek Owners' Association | PO Box 13 | Millersview, TX 76862

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CLASSES OF VIOLATIONS

Non-Construction

Examples of non-construction violations include, but are not limited to, the following:

- Placing, storing, or maintaining, permanently or temporarily, any mobile home or house trailer on the Property or off the streets (except for a contractor during construction)
- Placing, storing, or maintaining, permanently or temporarily, any ready-built or modular homes on the Property or off the streets
- Placing or maintaining a trailer camper, pickup camper, recreational vehicle with interior sleeping accommodations, or tent on the Property or off the streets (except for storage)
- Noxious or offensive activities
- Placing, maintaining, or storing abandoned or inoperative motor vehicles, boats, or other vehicles or machinery on the Property
- Dumping or storing junk, rubbish, trash, garbage, or other waste material on the property
- Storing boats on the Property, except boats used for the private use of the Owner
- Discharging firearms in the Subdivision, except in the defense of person or property, as permitted by law
- Subdividing a Lot without written consent of the Committee
- Conducting quarrying or mining operations
- Conducting commercial activities on the Property
- Maintaining swine on the property
- Pets becoming a nuisance due to noise, smell, or behavior
- Failure to confine all pets to the owner's Lot by fence or otherwise
- Failure to comply with all rules, regulations, and requirements of the Colorado River Municipal Water District
- Failure to pay all assessment fees

Construction

Examples of construction violations include, but are not limited, to the following...Per the CCRs:

- Failure to obtain Architectural Committee approval for any buildings or improvements to include residential buildings, garages, carports, patios, porches, fences, walls, swimming pools, other structures, **prior to construction**
- Failure to meet State of Texas building, electrical, plumbing, or mechanical codes, Texas Department of Health regulations, or any other regulatory authority regulations
- Failure to construct improvements or modifications in accordance with approved plans, specifications, and timeline
- Failure to adhere to fence, building, or structure regulations
- Failure to maintain state septic/sewer requirements, regulations, and standards
- Constructing multi-family dwellings
- Failure to meet minimum living area square feet regulations
- Failure to complete construction within 12 months following beginning of construction.
- Failure to keep all Improvements at all times in good condition and repair

Fees and Fines Set Forth in CCRs

Noxious or Offensive Activity	Fines
<p>Article III, Section 8 of CCRs...</p> <p>No noxious or offensive activity shall be conducted upon the Property, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner, especially including, but not limited to:</p> <ul style="list-style-type: none"> Loud Music, whether produced for the private enjoyment of persons or for a party of persons 	<p>In the event the Association, or any committee or representative thereof, determines that any such activity reasonably constitutes an annoyance or nuisance to other Owner or Owners, the Association may assess a fine of:</p> <ul style="list-style-type: none"> 1st Offense - \$100.00 2nd Offense - \$200.00 Increments of an additional \$100.00 for each additional offense <i>These fines constitute a personal debt of the Owner which shall be secured by a lien against Owner's Lot.</i> <i>The Association may, at its' election, have foreclosure of the lien for the payment and satisfaction of such debt.</i>
Failure to meet 12 Month Construction Deadline	Fines
<p>Article III, Section 24 of CCRs...</p> <p>All Residential buildings must be completed within a period of twelve (12) months following the beginning of construction.</p>	<p>Failure to complete such construction within such time shall subject Owner to a penalty of not more than:</p> <ul style="list-style-type: none"> \$100 per diem for each day of delinquency for so long as it shall continue
Failure to comply with any of the Covenants, Conditions, and Restrictions	Fines
<p>Article III, Section 28 of CCRs and Article IV, Section 9 of CCRs...</p> <p>In the event an Owner should at any time fail or refuse to adhere to or comply with any of the covenants, conditions, and restrictions of this Declaration, the Association, or any committee or representative thereof, after giving reasonable notice thereof shall require such Owner to remedy such violation or breach.</p>	<p>If such Owner continues to fail or to refuse to adhere to or comply with such covenant, condition or restriction, the Association may proceed to remedy same by appropriate action <u>at the cost of Owner</u> including:</p> <ul style="list-style-type: none"> The Association's reasonable attorney's fees, costs of court, and interest at the rate of ten percent (10%) per annum thereon. Any such liability shall be the personal liability of the Owner, and the Association shall have a lien against the Owner's Lot to secure the payment thereof.

Annual Assessments	Fees
<p>Article VII, Section 3 of CCRs...</p> <p>An annual assessment is payable for each Lot each calendar year. Each year the Board of Directors of the Association votes to increase, decrease, or leave the assessment the same; however, no increase in the amount of the annual assessment approved by the board that is more than \$25.00 per Lot above the prior year shall take effect unless approved by at least 2/3 of the votes of all Members.</p>	<ul style="list-style-type: none"> • 2024 Dues are \$175.00 per Lot (could change yearly) • Due and payable by the Owner of the Lot on January 1 each calendar year (Article VII, Section 6).
Annual Assessment Delinquency Fees	Fees
<p>Article VII, Section 8 of CCRs...</p> <p>If the assessment of any nature is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the collection thereof as in hereinafter provided, thereupon become secured by a continuing lien on the Lot or Lots related to the delinquency.</p>	<p>If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate of:</p> <ul style="list-style-type: none"> • 10% per annum • Should a lien or foreclosure be necessary, the Lot Owner is responsible for all applicable fees associated with these actions, to include, but not limited to filing fees, court costs, and attorney's fees.
Special Assessments for Capital Improvements	Fees
<p>Article VII, Section 4 of CCRs...</p> <p>In addition to the annual assessments authorized by Section 3 of this Article, the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Properties or for the general benefit of the Owners.</p>	<ul style="list-style-type: none"> • \$\$ Varies
Possible Architectural Committee Fee	Fees
<p>Article IV, Section 8 of CCRs...</p> <p>The Committee may, at its discretion, charge an Owner a fee not to exceed \$50.00 for each separate item to be constructed to defray its' expenses.</p>	<ul style="list-style-type: none"> • \$50.00 per item to be constructed is possible

Late or Non-Payment of Assessments

The **Regular Assessment**, "dues" are invoiced annually (usually at the end of November). Payment is due by January 1st unless prior arrangements are made with the Association. Payments are considered late if not received by January 1st each year.

- **As of January 1, 2024, the Annual Assessment is \$175 per Lot (could change yearly)**
- **Mail all assessment fees to: Gattling Creek Owners' Association, PO Box 13, Millersview, TX 76862**
- First Delinquency Notices are sent out in January of each year and are sent via first class mail.
- Second Delinquency Notices are sent out in February or March of each year and are sent via certified mail (return receipt requested).
- Third Notices are Notices of Assessment Liens filed in Concho County, TX, and include the 10% per annum fee.

(HB886, Section 209.0094 of the Texas Property Code)

Collection of Overdue Amounts

As part of the collection process, the Association has the right to charge the owner late fees, be reimbursed for attorney or collection costs, costs of court, and to have a property lien filed.

The Association's intent is to resolve any violations in the most expedient and neighborly way possible while still maintaining its fiduciary responsibility.

Violations of CCRs or Bylaws

When a violation occurs, the owner may receive a courtesy warning with a window to cure. If not resolved, the process may escalate to include fines, attorney's fees or costs associated with curing the violation and a 10% per annum fee, and, ultimately, a property lien.

ADDITIONAL INFORMATION

- Each owner is required to keep the Association notified of a current mailing address.
- It is the property owner's responsibility to contact the Association in writing when the violation has been cured.
- If a fine is imposed, the owner has 30 days from the date the notice is mailed to make a written request for a hearing with the Board to contest the fine.
- If the Lot Owner disagrees with the Architectural Committee's decision, the owner has 10 days to send a written request for a review. All requests can be mailed to Gattling Creek Owners' Association, PO Box 13, Millersview, TX 76862, or emailed to GattlingCreekHOA@gmail.com.
- The property owner is responsible for expenses associated with the fine collection (i.e., cost of certified letter) and any legal fees associated with a property lien.