

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT OF RULES AND REGULATIONS  
OF  
THE WOODS ASSOCIATION OF OWNERS, INC.

*Regarding Violations and Fines; Parking*

*The attached Violation and Fine Policy (Exhibit B) and Violation Procedure (Exhibit C) amend, replace and supersede Exhibits "B" and "C" to the Supplemental Neighborhood Rules recorded as Document No. 2004048101.*

*The attached Parking rule amends and supplements the Rules.*

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions & Restrictions for The Woods, filed at Vol. 1304, Pg. 602 in the Official Records of Williamson County, Texas, and those certain Restrictive Covenants for Sections 1, 2, 4 and 5, filed at Vol. 1276, Pages 241, 236, 231, and 250, respectively, in the Official Records of Williamson County, Texas (cumulatively and together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Bylaws of The Woods Homeowners' Association, Inc., filed at Vol. 1304, Pg. 640 in the Official Records of Williamson County, Texas (together with all amendments thereto, the "**Bylaws**").

Reference is further made to The Woods Homeowners Association Supplemental Neighborhood Rules, filed as Document No. 2004048101 in the Official Public Records of Williamson County, Texas; The Woods Homeowners Association Supplemental Neighborhood Rules, filed as Document No. 2004082572 in the Official Public Records of Williamson County, Texas; and The Woods Homeowners Association Neighborhood Rules, Revised 2005, filed as Document No. 2005077333 in the Official Public Records of Williamson County, Texas (cumulatively and together with any amendments or supplements, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of The Woods Association of Owners, Inc., d/b/a The Woods Homeowners Association, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article 5 Sections 4(b) and 4(i) of the Bylaws, and has previously adopted the Rules; and

WHEREAS the Board has voted to amend the Violation and Fine Policy and the Violation Procedure attached as Exhibits "B" and "C", respectively, to the Supplemental Neighborhood Rules recorded as Document No. 2004048101, and to replace those documents with the Violation and Fine Policy and the Violation Procedure attached hereto as Exhibit "B" and Exhibit "C";

WHEREAS the Board has voted to adopt Exhibit D regarding parking;

THEREFORE the replacement policies and procedures attached hereto have been, and by these presents are, ADOPTED and APPROVED. All defined terms are as defined in the Declaration unless otherwise noted.

Subject solely to the amendments contained herein, the Rules remain in full force and effect.

**THE WOODS ASSOCIATION OF OWNERS, INC.,**  
**d/b/a THE WOODS HOMEOWNERS ASSOCIATION, INC.**  
Acting by and through its Board of Directors

Signature: [Handwritten Signature]  
Printed Name: Benjamin C. Smith  
Title: President

Exhibit "B": Violation and Fine Policy  
Exhibit "C": Violation Procedure  
Exhibit "D": Parking

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF Will. Co. §

This instrument was executed before me on the 11 day of January, 2024, by Benjamin C. Smith in the capacity stated above.

[Handwritten Signature]  
Notary Public, State of Texas

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

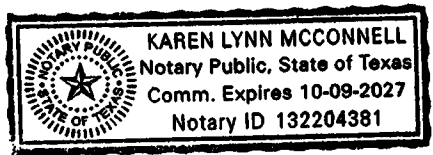


EXHIBIT "B"

**THE WOODS VIOLATION AND FINE POLICY**

Updated 2023

The purpose of this policy is to establish guidelines for some of the frequent types of violations addressed in the Deed Restrictions and the Neighborhood Rules that were adopted by The Woods Homeowners Board.

It is not intended to be a complete list of all possible violations. For more complete information, refer to the RESTRICTIVE COVENANTS & NEIGHBORHOOD RULES *in the HOMEOWNERS MANUAL for THE WOODS SUBDIVISION (henceforth referred to as HOA RULES).*

**VIOLATIONS:**

Violation notices will be sent for all properties that are not being kept in a neat and well-maintained appearance. Homeowners will be given a notice with ample time to provide corrective actions. While the property manager is providing regular monthly inspections, notices for corrections and re-inspections will occur more than on a monthly basis. Failure to respond with corrective action within the specified period will result in another violation notice.

**Yard maintenance needed:** Yards must be maintained on a basis frequent enough to maintain an overall well-kept appearance. This includes:

- *Mowing: includes front yard and side yard of corner lots; all backyards must be mowed*
- *Edging: sidewalk, driveway and curb, etc.*
- *Weed control: weed abatement in grass, flowerbeds, and cracks; weed eating at fences, etc.,*
- *Grass replacement: adding sod or re-seeding where grass has died*
- *Blowing or sweeping up: grass and clippings must be removed after maintenance*
- *Removing dead plants, shrubs, trees and leaves in a timely manner*
- *Keeping hedges and bushes neatly trimmed.*

**Trash receptacles in view:** All trash containers must be hidden from general view except for trash pick-up day. It is acceptable to put containers by the curb at dusk on the day before pick-up and to return to being stored out of view by dusk the day after pick-up. If containers can be seen from the street, they are not out of view. A screen such as lattice with vines growing on it is an example of a measure of appropriate screening if you do not want the containers in your garage or your back yard.

**Fence/gate repairs needed:** Replace broken/missing pickets; repair/replace broken or hanging gate, straighten/secure leaning or bowing fence, etc. Please

be mindful that maximum fence height is 6' and any alterations (other than repairs with the same materials, color etc.) require prior written approval.

**Unapproved exterior changes:** All changes to the exterior of the residence, the addition of any structure, fence replacement or painting, major landscape modifications must be approved in writing by the Woods Board.

**Animals:** All pets must be leashed and under control of the person holding the leash. Dogs may not be allowed to cause a nuisance or disturbance by barking incessantly either in the day or at night. Pets may not use the bathroom on another owner's property. If an accident occurs, the pet's owner must immediately remove the feces from the property. This also applies to the association's common areas.

**Vehicles:** Applicable to vehicles that are inoperable, unregistered or stored in driveways. Vehicles may not be parked on the grass or on sidewalks at any time. Oversized vehicles must be parked in driveways. Commercial vehicles exceeding 9 foot in height may not be parked in the neighborhood overnight. Vehicles may not be parked in a manner as to block or impede any portion of the sidewalk.

**Boats, trailers, etc:** Boats, trailers, campers, RV's are not to be stored in driveways or on streets. **ANY BOAT, TRAILER ETC. STORED IS SUBJECT TO AN IMMEDIATE FINE OF \$25 PER DAY, WITHOUT NOTICE.** For purposes of this rule an item will be considered stored if it is parked on the property for a period exceeding 24 hours (24 cumulative hours) in any seven-day period.

**Home Maintenance:** Repairs to deteriorated surfaces, caulking and re-painting of exterior painted surfaces. Roofing and guttering must be kept in a good condition.

**Other:** Examples of additional things that could incur violations are: generally unkempt appearance of the property including; skateboard ramps and other structures in front of the front building line and storage of miscellaneous items in public view.

**REMEDIES: SUSPENSION OF PRIVILEGES/FINES.**

In the event of a violation of the Declaration, these Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may (1) suspend or condition the right of said Lot Owner to use any facilities owned, operated, or managed by the Association; (2) suspend said Lot Owner's voting privileges in the Association as a Lot Owner, as further provided in the Declaration and Bylaws; (3) record a notice of non-compliance

encumbering the Lot; (4) levy a damage assessment against a Lot; and/or (5) assess a fine against the Lot Owner for the violation in an amount to be determined by the Board of Directors.

Before the Association may suspend an Owner's right to use a common area, file suit against an Owner (other than a suit to collect regular or special assessments or foreclose under an Association lien), charge an Owner for property damage, or levy a fine for a violation of the restrictions (including Declaration, Bylaws, or rules), the Association must give certified mail, return receipt requested notice to the last known address of the Lot Owner.

Any amounts charged to an owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

### **FINING AUTHORITY**

The Board of Directors is given express power in the Association's By Laws to adopt and publish rules and regulations to enforce the protective covenants. In order to enforce these rules the HOA Board has also adopted a fining policy to address repeat violations.

The fines collected will be added to the Woods HOA account and used to offset the cost of management and enforcement of the neighborhood rules. The Property Manager will provide uniform enforcement and tracking of homeowner violations. The Manager will provide regular updates to the HOA Board on homeowner communications and status of violation notices.

When a fine is assessed, the owner will receive the notice of violation along with an invoice showing the fine has been added to their assessment account. An owner will have the opportunity to contest any fine that is assessed against the assessment account. Homeowners can request a meeting with a quorum of the HOA Board of Directors within ten days to discuss the violation notice and assessed fine.

### **TIMELINES**

Establishing a timeline for notification and period allowed for corrective action will assist the Property Manager and the Board with consistent and fair enforcement.

The regular monthly drive thru inspections will initiate the first notification of violations.

Re-inspections and follow-up violation notifications:

1 week – Lawn Maintenance, Unsightly objects in public view

1 month – Shrub & Tree pruning, Lawn replacement, Fence repairs  
6 months – Exterior home repairs, House painting

The follow-up to 1 month and 6 month re-notifications will not allow another 1 month or 6 month period for correction. These follow-ups should occur weekly after the initial period has expired and result in additional fines for each weekly violation notice.

**Summary:**

The goal of adopting this policy for violation notification is to make homeowners aware of ongoing problems that affect their neighbors and the overall quality of the neighborhood. The violation process includes multiple notifications, ample time to take corrective actions and fair enforcement by an objective third party.

The establishment of a timeline for corrective actions and re-notification of violations will help clarify a policy for homeowners that regular enforcement and a fair period for corrections is established and enforced.

The fining policy is to provide an incentive to homeowners to address ongoing problems that are going without correction. Refusal to take corrective actions when notified must be followed up with a monetary penalty that is contributed to the process of improvement for the neighborhood.

EXHIBIT "C"**THE WOODS VIOLATION PROCEDURE****Summary of Procedure**

1. Send Courtesy Warning Letter (optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

*The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

1. **Violation Notices.**

i. Courtesy Warning Letter (optional). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter via email or mail.

ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

A. Send a certified warning letter noting a possible fine and/or other remedy.

\*If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.

\*If the violation is an uncurable or health/safety violation, the fine will levy immediately.

\*Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.

2. **209 Violation Notices – Curable vs. Uncurable Violations.**

i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.

ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a

threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

**3. 209 Violation Notices -- When a fine or damage assessment may be levied; Board hearings.**

- i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.
- ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.
- iii. Subsequent Fines. This Section 3 does not apply to fines levied after the initial fine. (See Section 1(iii) – Subsequent Violations, above.)

**4. Categories; Standard Fine Schedule.** Below is the Standard Fine Schedule for violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below).*

- i. Categories of restrictive covenants. The general categories of restrictive covenants for which the Association may levy fines are (the Association may levy fines for violations of the following restrictive covenants of the Association):
  1. Declaration, and any amendments thereto;
  2. Bylaws, and any amendments thereto;
  3. Rules and policies, including design guidelines, and any amendments thereto; and
  4. Articles of Incorporation or Certificate of Formation of the Association, and any amendments thereto.
- ii. Curable Violations. For all categories of violations, if the violation is of a curable nature, the following general fine schedule applies:

- |    |                               |   |
|----|-------------------------------|---|
| A. | 209 Violation Notice:         | \$25.00 fine (one-time plus any mailing fee); and/or suspension of common area usage rights if violation not cured by stated deadline   |
| B. | Subsequent Violation Notices: | \$100.00 fine (one-time plus any mailing fee);<br>\$250.00 fine (one-time plus any mailing fee);<br>\$500.00 fine (one-time) plus \$25 daily fine until violation cured; plus any mailing fee); |



- iii. Uncurable Violations. For all categories of violation, if the violation is of an uncurable nature, the follow general fine schedule applies:
- A. 209 Violation Notice: \$100.00 fine (plus any mailing fee); or  
Property damage assessment.
  - B. Subsequent Violation Notices: \$250.00 fine (plus any mailing fee);  
\$500.00 fine (plus any mailing fee);  
(Increases \$25.00 for each additional notice).
5. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner<sup>1</sup>, that hearing shall be held. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
6. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to the Standard Fine Schedule, and levy property damage assessments, and levy enforcement costs, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
7. **Future changes in state law.** This Violation Procedure is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
8. **Owners as Responsible Party.** If the owner, a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.
9. **Unpaid amounts.** Unless otherwise determined by the board, accounts with delinquencies of more than 90 days will be referred to Association legal counsel for collection. Upon such referral legal counsel is authorized to take whatever action necessary to collect the amounts due including without limitation demand letters, lien filing, and foreclosure action, and in the event of bankruptcy, appropriate filings and motions and monitoring to protect the Association's interest.

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<sup>1</sup> See attached for §209.007 hearing provisions at the time this rule was filed of record.

10. **Application of Payments.** The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise.
11. **Attorney's Fees.** The Association may assess reasonable attorney's fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules only if the Lot Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a certain date. Regardless, attorney's fees may not be charged to an Owner's account until after any Owner-requested hearing allowed pursuant to these procedures is held, or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. For repeat violations within six months, attorney's fees may be assessed to an account after the first hearing request deadline date has passed or after the first hearing, as appropriate.
12. **Non-Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

## Texas Property Code §209.007

## Sec. 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION.

(a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

(b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 22(2), eff. September 1, 2021.

(c) The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension 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. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, 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.

(g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a 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.

## Exhibit D: Common Area Parking

Parking in the Common Area parking areas of the Association is restricted to residents and their guests only.

Residents and guests may only park in the Common Area during times when they are actually using the Common Area facilities. For example vehicles may not be parked at the pool/park parking lot overnight<sup>2</sup>.

No vehicles other than standard passenger vehicles may be parked (for any length of time) in the Common Area. For example, trailers, RVs, campers, and other similar vehicles may not be parked in the Common Area.

Vehicles parked in violation of this rule or posted signage may be towed without notice to the maximum extent allowed by law at operator expense.

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<sup>2</sup> For purposes of this rule, any vehicle parked for any length of time between the hours of 10:00 pm and 5:00 am will be considered parked overnight.

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2024005836**

Pages: 13 Fee: \$73.00

01/25/2024 08:17 AM

DLAM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas