

AFTER RECORDING RETURN TO:
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COPPER RIDGE
AMENDED AND RESTATED
FINE AND ENFORCEMENT POLICY

Copper Ridge Property Owners Association, Inc.
(a Texas non-profit corporation)

(i) Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase I, recorded under Document No. 200806018940, Official Public Records of Comal County, Texas; (ii) First Amendment to the Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase I, recorded under Document No. 201106010034, Official Public Records of Comal County, Texas; (iii) Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase IIA, recorded under Document No. 201206041170, Official Public Records of Comal County, Texas; (iv) Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase 3A, recorded under Document No. 201406000339, Official Public Records of Comal County, Texas; (v) Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase 3B, recorded under Document No. 201406022125, Official Public Records of Comal County, Texas; (vi) Supplemental Declaration of Covenants, Conditions and Restrictions for Copper Ridge Subdivision, Phase IIB Comal County, Texas, recorded under Document No. 201406029425, Official Public Records of Comal County, Texas; (vii) Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase 1B, recorded under Document No. 201506010163, Official Public Records of Comal County, Texas; (viii) Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase 4, recorded under Document No. 201506023502, Official Public Records of Comal County, Texas; (ix) Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase 5, recorded under Document No. 201506036558, Official Public Records of Comal County, Texas; (x) Supplemental Declaration of Covenants, Conditions and Restrictions for Copper Ridge Subdivision, Phase IIC Comal County, Texas, recorded under Document No. 201606031350, Official Public Records of Comal County, Texas; (xi) Declaration of Covenants, Conditions and Restrictions Copper Ridge, The Addition North Phase, recorded under Document No. 201806028758, Official Public Records of Comal County, Texas; (xii) First Amendment to Declaration of Covenants, Conditions and Restrictions Copper Ridge, The North Addition Phase, recorded under Document No. 201806029785, Official Public Records of Comal County, Texas; (xiii) Third Amendment to Declaration of Covenants, Conditions and Restrictions Copper Ridge, Phase I and Second Amendment to Declaration of Covenants, Conditions and Restrictions Copper Ridge Phase 3A and First Amendment to Declaration of Covenants, Conditions and Restrictions Copper Ridge Phases 3B, 4 and 5, recorded under Document No. 201806029786, Official Public Records of Comal County, Texas; (xiv) Supplemental Declaration of Covenants, Conditions and Restrictions for Copper Ridge The Addition, South Phase, Comal County, Texas, recorded under Document No. 201906017772, Official Public Records of Comal County, Texas (collectively, the "Declaration"). The Declaration may be amended and supplemented from time to time. This Amended and Restated Fine and Enforcement Policy supersedes the Policy recorded under Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Copper Ridge Phases I and 3A, Document No. 201406014705, in the Official Public Records of Comal County, Texas.

COPPER RIDGE
AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

The undersigned hereby certifies that he/she is the duly elected, qualified and acting PRESIDENT of the Copper Ridge Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and that he or she certifies that the Amended and Restated Fine and Enforcement Policy attached hereto, is a true and correct copy of such Policy.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 6 day of NOVEMBER 2020.

By: **COPPER RIDGE PROPERTY OWNERS ASSOCIATION, INC.**
a Texas non-profit corporation

Susan D Martin

Printed Name: SUSAN D MARTIN

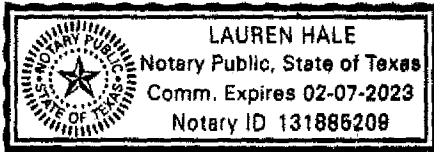
Title: COPPER RIDGE POA PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me on this 6 day of Nov, 2020, by Susan Martin, President of the Copper Ridge Property Owners Association, Inc. a Texas non-profit corporation, on behalf of said non-profit corporation.

[seal]

Lauren Hale
Notary Public Signature



AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

1. Background. Copper Ridge Property Owners Association, Inc., a Texas non-profit corporation (the "**Association**") is subject to the covenants referenced on the cover page to this document (collectively, the "**Declaration**"). In accordance with the Declaration, the Association was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, other instruments filed of record, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.
5. Violation Notice. Except as set forth herein, before levying a fine, the Association will give (i) a written violation notice via certified or registered mail to the Owner (at the Owner's last known address as shown in the Association records) the "Violation Notice", and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) a description of the violation or property damage that is the basis for the suspension action, charge, or fine to the extent known to the Association at the time of issuing the notice; (2) a description of the action required to cure the violation; (3) a reasonable timeframe in which the violation is required to be cured to avoid the suspension action, charge, or fine; (4) the amount of the possible charge or fine; (5) a statement that no later than the thirtieth (30th) day after the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property

COPPER RIDGE

AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, if required by Section 209.006 and Section 209.007 of the Texas Property Code. The Association may not foreclose its assessment lien on a *debt consisting solely of fines.*
9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth *below does not mean that* the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The remedies provided for in this policy are cumulative and not exclusive. The Board may elect to pursue such additional remedies at any time in accordance with the Restrictions and applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:

Notice of violation and Right to Cure

Fine Amount:

\$25.00 (may be avoided if Owner cures the violation by the time specified in the notice)

Repeat Violation:

1st Notice (No Right to Cure)

\$50.00

2nd Notice (No Right to Cure)

\$75.00

3rd Notice (No Right to Cure)

\$100.00

4th Notice (No Right to Cure)

\$125.00

Continuous Violation:

Continuous Violation Notice

Amount TBD

CONSTRUCTION FINES:

Pursuant to the Restrictions, any prohibited construction activities within Copper Ridge are subject to Construction Fines. Construction Fines commence upon the expiration of the cure period provided in the First Notice. There is no Warning Notice. Construction Fines may be assessed pursuant to the schedule of fines as follows. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation. Each fine shall be levied per occurrence *unless otherwise* specified therein:

Construction without ACC Approval	\$2,000
Failure provide final landscape plan to ACC	\$250
Failure to complete improvements, including but not limited to landscaping, pursuant to the plans approved by the ACC	\$500
Inadequate Construction Entry	\$250
Inadequate/Removed Silt Fence	\$250
Excessive Mud/Debris on Street	\$250 plus \$50/day
Excessive Construction Debris	\$250 plus \$50/day
Unauthorized dumping	\$1000 plus cost of removal
No Dumpster Provided	\$150 plus \$50/day
No Chemical Toilet Provided	\$150 plus \$25/day
Violation of designated construction times	\$100
Encroachment onto adjacent properties	\$500 plus repair cost
Damage to streets, curbs, infrastructure, gates repair	\$1,000 plus cost of

COPPER RIDGE

AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

Damage to front rock structures repair	\$1,000 plus cost of
Damage to signage repair	\$250 plus cost of
Unauthorized earthwork or site alteration/unauthorized blasting	\$500
Unauthorized tree killing or removal from Common Area	\$1,000 plus cost of repair
Unauthorized removal of live limbs or endangering a tree*	\$1,000
Unauthorized removal of brush or other significant vegetation*	\$500
Unauthorized removal of a significant site feature*	\$500 per feature
Failure to properly dispose of debris, including but not limited to vegetative debris	\$250
Miscellaneous Violation of Construction Rules	TBD by ACC

*without property owner approval

**EXHIBIT A
HEARING BEFORE THE BOARD**

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer.

The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer.

This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. The Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during the presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer.

This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing *at any time*.

IV. Resolution:

Hearing Officer.

This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the *matter under advisement and adjourn* the hearing; or (iii) adjourn the hearing.

Filed and Recorded
Official Public Records
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Comal County, Texas
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Bobbie Koepf

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