



**RESOLUTION REGARDING PROCEDURES AND AMOUNTS FOR LEVYING FINES,  
INCLUDING APPROVAL OF ENFORCEMENT POLICY**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

WHEREAS, through Articles of Incorporation, Bylaws, the Texas Property Code and the Texas Business Organizations Code, Onion Creek Homeowners Association, Inc. ("Association") is authorized to exercise all powers reasonable and necessary to its governance and operation; and

WHEREAS, Article IV, Section 1 of the Association's Bylaws grants the Board of Directors the authority to create and adopt rules, regulations and policies regarding certain actions and activities of the Association and its members; and

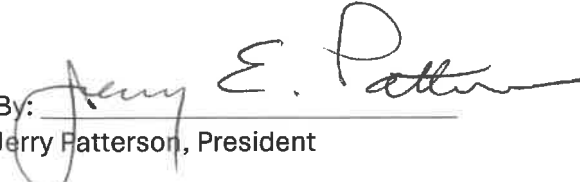
WHEREAS, House Bill 614 ("HB614") has been passed by the 2023 Texas Legislature, signed by the Governor, is effective and applies to the Association; and

WHEREAS, HB614 requires that the Association adopt and distribute an enforcement policy ("Enforcement Policy") regarding the levying of fines, including (1) general categories of restrictive covenants for which OCHOA may assess fines; (2) a schedule of fines for each category of violation; and (3) information regarding hearings described by Section 209.007 of the Texas Property Code.

NOW, THEREFORE,


1. The Association will provide a copy of the Enforcement Policy to an owner of each property in the subdivision by either (1) posting the Enforcement Policy on an internet website maintained by the Association or an agent(s) acting on its behalf, and accessible to members of the Association, or (2) annually sending a copy of the Enforcement Policy, separately or included in routine communication from the Association to property owners, by (a) hand delivery to the owner, (b) first class mail to the owner's last known address or (c) e-mail to an e-mail address provided to the Association by the owner.
2. The Association will make the Enforcement Policy available on any publicly accessible internet website maintained by the Association or an agent(s) acting on its behalf.
3. The Association expressly reserves the Board's authority to levy a fine from the schedule of fines that varies on a case-by-case basis.
4. A copy of the Enforcement Policy, as approved by the Board on even date, is attached as Exhibit A. Amendments to the Enforcement Policy may be approved by majority vote of the Board, and Exhibit A is deemed to be the most current Enforcement Policy.

This **RESOLUTION REGARDING PROCEDURES AND AMOUNTS FOR LEVYING FINES, INCLUDING APPROVAL OF ENFORCEMENT POLICY** is passed by vote of the Board of Directors of Onion Creek Homeowners Association, Inc. on the 16TH day of NOVEMBER, 2024.

By:   
Jerry Patterson, President

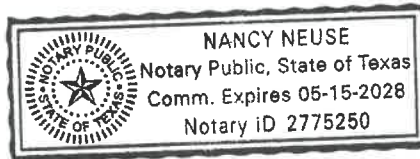
STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 16th day of November, 2024, by Jerry Patterson, President of Onion Creek Homeowner's Association, Inc., on behalf of the corporation, for the purposed therein expressed.

  
Notary Public, State of Texas

After recording, return to:

Onion Creek Homeowners Association  
10816 Crown Colony Drive, STE 105  
Austin, TX 78747



ATTACHMENT: EXHIBIT A, "ENFORCEMENT POLICY"

**Exhibit "A"**

**ONION CREEK HOMEOWNERS ASSOCIATION**  
**ENFORCEMENT POLICY REGARDING FINES, VIOLATIONS AND AMOUNTS**

**A. Supersedes previous policies.** This ENFORCEMENT POLICY REGARDING FINES, VIOLATIONS AND AMOUNTS ("Enforcement Policy") supersedes and replaces all previous "fining policies" approved by the Onion Creek Homeowners Association, Inc., including those approved on August 19, 2004, and October 17, 2019, and is immediately effective.

**B. Definitions.**

1. Any violation of the Declaration, Bylaws, and recorded rules and regulations of the Association is a "**Violation.**"
2. Onion Creek Homeowners Association, Inc. is referred to herein as the "**Association.**"
3. Owner(s) of record of real property located within the Association's boundaries are referred to herein as "**Owner(s).**" In the case of multiple Owners of one parcel, delivery of notices under this Enforcement Policy is deemed sufficient if delivered to one Owner.
4. An "**Incurable Violation**" is a Violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Examples include: shooting fireworks, noise that is not ongoing, holding a garage sale or other event prohibited by the Declaration.
5. A "**Curable Violation**" is an ongoing or repeat Violation or a single Violation capable of being remedied by affirmative action. Examples include: parking, maintenance, failure to perform construction in accordance with approved plans and specifications, and ongoing noise violations, such as a barking dog.
6. A "**Health and Safety Violation**" is a Violation that could materially affect the physical health or safety of an ordinary resident(s) and/or significantly affect the property values of other Owner(s), and the Violation must be quickly corrected before such damage is caused.
7. The schedule of fines for various Violations in various circumstances, as set forth in Section E below, is referred to as the "**Fine Schedule.**"

**C. Remedies for Violations.**

1. **Remedies.** This policy applies to all Violations of the Declaration, Bylaws, and recorded rules and regulations of the Association. The Board of Directors may respond to a Violation with any of the remedies listed below. The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:
  - a. suspend or condition the right of an owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) operated or managed by the Association;

- b. record a notice of non-compliance in the County Official Public Records;
  - c. levy a damage assessment against an Owner(s);
  - d. impose costs of collection or enforcement (including administrative and/or attorney's charges) against an Owner(s); and
  - e. assess a fine against the Owner(s) and the Owner(s)' lot (unpaid fines will be added to the homeowner's(s') dues, and will be included on any original or amended Resale Certificate).
2. Vicarious Liability. Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.
3. Administrative Fee. The Association may charge an administrative fee of not more than \$100. per notice to defray the time and cost of processing violation notices.
4. Non-Exclusivity. These remedies are cumulative, and may be imposed in combination with each other. For example, the Board may, for the same Violation, suspend the right to use a common area amenity, impose a fine, and charge administrative and/or legal fees and costs incurred incident to enforcement.
5. Imposition of Fines. The Board gives standing orders to its Members and agents to apply this procedure and, if the Violation is not timely cured, send the first notice. If a Curable Violation is not timely cured after the first notice, or if the Violation is an Incurable Violation or a Public Health and Safety Violation, the Board may impose fines according to the Fine Schedule. If the Violation is not within one of the categories shown on the schedule herein, the Board will set the fine in its reasonable discretion. In setting the fine, the Board may consider all factors it deems relevant, including the nature of the Violation, its frequency, and effect on neighboring owners and properties.
6. Repeat Violations. The fine for a repeat Violation within six (6) months may, in the Board's discretion, be higher than for previous violations, per the Fine Schedule.
7. Exceptions. The Board may depart from the foregoing guidelines and impose a fine at a greater rate, provided that the Owner(s) is notified in advance of the amount of the fine and given a reasonable opportunity to cure before the fine is imposed.

#### **D. Enforcement Procedure**

The following outlines the general enforcement procedure for all Violations. Strict compliance is not necessary, as long as the Owner(s) is given fair notice and all statutory conditions for enforcement have been met.

1. Initial Notice of Violation with Opportunity to Cure. The Association may, but need not, notify an Owner(s) by telephone, text, mail, email or in person of a Violation, generally identifying the alleged Violation, offering an opportunity to cure (generally no longer than ten (10) days) within a specified time, and advising of the remedies the Association can impose if non-compliance continues. Fines will accrue during this period, but may be waived in the discretion of the Association or its designated agents. Absent exceptional circumstances, no cure period will be

offered for repeat/recurrent Violations for which a notice was sent within the preceding six (6) months, or for Incurable Violations or Health and Safety Violations.

2. Formal Notice. The Association shall give the Owner(s) written notice by read-receipted e-mail and/or receipted personal delivery or certified mail, return receipt requested to Owner(s)' last known address as shown in the Association's records, that:
  - a. describes the Violation and states the remedy to be imposed, including amount and beginning date of the fine;
  - b. if no cure period has been offered under Step 1 above, allows the Owner(s) a reasonable time, by a specified date, to cure the Violation and avoid imposition of the fine or remedy; provided, this provision shall not apply if (i) the Owner(s) was given certified mail notice and a reasonable opportunity to cure a similar Violation within the preceding (six) 6 months, or (ii) in the case of Incurable Violations and Health and Safety Violations (if a cure period has been offered under Step 1 above, no further cure period is necessary);
  - c. states that not later than the 30th day after the date of the notice of Violation, the Owner may request a hearing before the Board to contest the matter;
  - d. advises that the request for hearing must be in writing and delivered to the Association;
  - e. states that attorney's fees and costs will be charged if the Violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing;
  - f. includes a provision notifying owner of special rights/relief available to persons on active military duty, such as the following:

If you or your spouse is serving on active military duty, you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app Section 501 *et seq*).

3. Notice of Hearing. Upon receipt of a request for a hearing, the Board shall promptly schedule the hearing and give the owner at least ten (10) days' advance written notice (including transmission via email) of the date, time, and place of the hearing. At least ten days before the hearing, the Association must provide to the owner all documents, photographs, and communications the Association intends to introduce at the hearing. If the Association fails to provide this information at least ten days before the hearing, the owner is entitled to an automatic 15-day postponement.
4. Hearing. The Association's designated representative shall first present the Association's case. The Owner(s) or a designated representative is then entitled to present the Owner(s)' position, provided that the information presented by both sides shall be confined to issues relevant to the dispute or appeal. The Board may set a reasonable time limit for the hearing. An Owner(s) or the Association may use alternative dispute resolution services.
5. Notice of Action. The Association shall notify the owner of the fine, assessment, or other remedy imposed within 30 days of its imposition. This notice need not be sent by verified or certified mail.

6. **Payment.** Payment of the fine shall not substitute for, or be in lieu of, correcting the Violation.
7. **Exceptions.** (1) The applicable notice and hearing provisions of Chapter 209 of the Texas Property Code and this Enforcement Policy 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, and/or (2) The notice and hearing provisions of Chapter 209 of the Texas Property Code and this Enforcement Policy 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 Association's Board makes a final determination on the suspension action after following the procedures prescribed above.

E. **Fine Schedule.** Unless a different fine is set by the Board in the Formal Notice, fines are:

| <b>Violation</b>  | <b>First Offense</b>  | <b>Second Offense</b>   | <b>Third Offense</b> |
|---|---|---|----------------------|
| Unauthorized/unapproved construction  | \$50.00 per calendar day, continuing each day the violation is not corrected  | \$100.00 per calendar day, continuing each day the violation is not corrected |                      |
| Unauthorized/unapproved changes to existing improvements  |   |   |                      |
| Violation of safety rules and restrictions ( <i>such as glass in pool area, fireworks, etc.</i> )   |   |   |                      |
| Violation of usage rules and restrictions ( <i>such as vehicle parking (commercial vehicle prohibition, trailers, boats, RVs, golf carts, campers, equipment, machinery, etc.); signage (advertisements, billboards, advertising structures, etc.); trash (bin visibility, storage and placement, etc.); noise; nuisance yard maintenance (mowing, trimming, edging, weeding, watering, etc.); property maintenance (such as fences, trash/discarded items/debris, etc.); pets (such as loud, aggressive, too many); etc.</i> ) |   |   |                      |
| Health and Safety Violation   | \$250.00 per calendar day, continuing each day the violation is not corrected |   |                      |

Some of the foregoing general categories may overlap. The Association Office can provide Owner(s) with a link to the complete Declaration, Bylaws and recorded rules and regulations of the Association subject to this Enforcement Policy.

The foregoing UNION CREEK HOMEOWNERS ASSOCIATION ENFORCEMENT POLICY REGARDING FINES, VIOLATIONS AND AMOUNTS was ADOPTED by majority vote of the Board of Directors of the Union Creek Homeowners Association, Inc. on 16 NOVEMBER, 2024.



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dyana Limon-Mercado*

**Dyana Limon-Mercado, County Clerk  
Travis County, Texas**

**2024127827**

**Nov 18, 2024 03:34 PM**

**Fee: \$49.00**

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