

NOTICE
FINES SCHEDULE AND FORCE MAINTENANCE POLICY
FOR SILVER OAKS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

This Policy is adopted by the Board of Directors of Silver Oaks Homeowners Association, Inc. (hereinafter "the Association"), pursuant to the authority granted to it by the Declaration of Covenants, Conditions, and Restrictions for Silver Oaks, executed on May 18, 2005, recorded Document Number 20050110346, Official Public Records of Bexar County, Texas, as amended (the "Declaration"). Terms used in this Policy but not defined herein shall have the meaning for such terms in the Declaration.

WHEREAS:

The Board of Directors of the Association may levy fines for violations of the following provisions in the Declaration:

1. Article V The Association: Section 5.9 Enforcement – Notice; Subsection a-h.

5.9 Enforcement- Notice. The Association may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with and subject to the applicable procedures set forth in this Declaration, the By-laws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Specifically, written notice and opportunity for a hearing must be given prior to the Association exercising its remedies if such notice and hearing is required by this Declaration, the By-laws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

- a. **Fines.** The Association may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot.
- b. **Suspension of Voting Rights.** The Association may suspend an Owner's right to vote.
- c. **Suspension of Rights to Use Common Area.** The Association may suspend any person's or entity's right to use any Common Area; provided, however, nothing herein shall authorize the Association to limit ingress or egress to or from a Lot.
- d. **Right of Self-Help.** The Association may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration;

e. **Right to Require Removal.** The Association may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Association or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

f. **Levy Specific Assessment.** The Association may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

g. **Lawsuit; Injunction or Damages.** The Association has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

h. **Perform Maintenance.** In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot and/or Dwelling, the Association may record a notice of violation in the Records and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Association's sole and absolute discretion, except that the Association shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Association may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

THEREFORE:

2. Before levying a fine, the Board of Directors will give the Owner a written violation notice and an opportunity to be heard by certified mail, return receipt requested, and first class mail. The Association's written violation notice will contain the following items: (a) the date the violation notice is prepared or mailed; (b) a description of the violation; (c) a reference to the rule or provision that is being violated; (d) a description of the action required to cure the violation; (e) a reasonable deadline by which the violation is required to be cured; (f) the amount of the fine; (g) a statement that not later than the thirtieth day after the date of the receipt of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (h) a statement that the owner may have special rights or relief related to the enforcement

action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501, et seq.), if they are serving on active duty military. The following provisions also apply:

1. New Violations - If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six months, the notice will state a specific timeframe by which the violation must be cured to avoid the fine.
2. Repeat Violations - In the case of a repeat of the continuation of a violation of which the Owner was previously notified and the violation was not cured within the preceding six month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the violation but the violation has not been cured, the fine attaches from the date of the expiration of the cure period in the violation notice.
3. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager within thirty days after the date of receipt of the violation notice. Within twenty days after the Owner's request for a hearing, the Association will give the Owner at least ten days advance notice of the date, time, and place of the hearing, and a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. The hearing will be held in a closed or executive session of the Board.

The foregoing was adopted by a vote of approval of at least a majority of the Directors of the Association at a duly called meeting at which a quorum of Directors was present, open to attendance by Members of the Association, as certified by the signatures of the President and Secretary of the Association below.

Executed this ___ day of July, 2024

SILVER OAKS HOMEOWNERS
ASSOCIATION, INC., a Texas nonprofit
corporation

By: Allen Pearce Mishler
Allen Pearce - Mishler, Its President

By: [Signature]

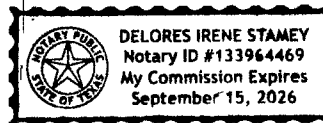
STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Arlinda Castillo, Secretary of Silver Oaks Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 2nd day of August, 2024.

Delores Irene Stamey
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Tom L. Newton, Jr.
ALLEN, STEIN & DURBIN, P.C.
6243 IH-10 West, Suite 700
San Antonio, TX 78201



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**FINES SCHEDULE AND FORCE MAINTENANCE POLICY
FOR SILVER OAKS HOMEOWNERS ASSOCIATION, INC.**

Compliance Procedure	Status	Action Required	Fine
1 st Notice sent in mail as courtesy. (Compliance issues to include, but not limited to grass, weeds, hedges, vegetation, gutters, siding, improvements, fences, sheds, trash cans, vehicles, & other violations within the DCCR's)	1 st Report or Sighting	10 days to correct	No Charge
2 nd Notice Sent Certified – Intent of force maintenance. (Compliance issue to include, but not limited to grass, weeds, hedges, vegetation, gutters, siding, improvements, fences, sheds, trashcans, vehicles & other violations within the DCCR's)	No repair/No application for extension	10 days to correct. Failure to correct will result in Forced Maintenance at homeowners cost plus an additional fine of \$120.00	No charge
Final Notice Sent Certified – Forced Maintenance or use of legal action. (Compliance issue to include, but not limited to grass, weeds, hedges, vegetation, gutters, siding, improvements, fences, sheds, trash cans, vehicles & other violations within the DCCR's)	Not repaired/No application for extension		\$120

General Policy

If a homeowner contacts management with the intent to correct a compliance issue and asks for an extension, management shall grant such extension if it deems such extension reasonable. If the homeowner does not cure the compliance issue after the extension period, the homeowner shall immediately be charged the set fine and move to the next step of the above policy. If the homeowner does not cure the violation within the extension provided, all costs incurred to resolve the issue will be charged to the homeowner's account with the association and will follow the Collection Policy. Silver Oaks Homeowners Association, Inc. has the right to escalate the same issue to the next level if reoccurrence happens within six (6) months of the previous issue.

File Information

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LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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: 8/9/2024 4:22 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk