

**NOTICE OF FILING
FOR THE
POINTE NORTH II TOWNHOMES OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, all of the property located in the Pointe North II Condominium Regime (the "Regime") is subject to that certain "Condominium Declaration for Pointe North II Townhomes" recorded at Vol. 8 Page(s) 419, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration");

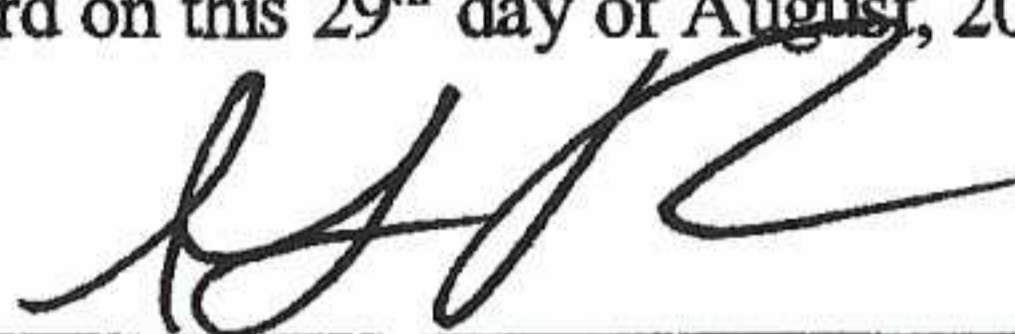
WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the "Dedictory Instruments");

WHEREAS, subsequent to the filing of the original Dedictory Instruments there have been a number of changes to the Texas Property Code pertinent to property owner associations, and the Association has identified, through experience, elements in the current Dedictory Instruments that hinder effective management of the Development because they are not included, are unclear or inadequate;

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each Dedictory Instrument governing the Association that has not been previously recorded in the real property records of the county in which the development is located;

NOW, THEREFORE, the Board of the Association hereby declares that Property within the Development is to be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These easements, covenants, restrictions and conditions run with the Property and are binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

Approved and adopted by the Board on this 29th day of August, 2023.



Thomas L. Placier, on behalf of
Pointe North II Townhomes Owners Association, Inc.

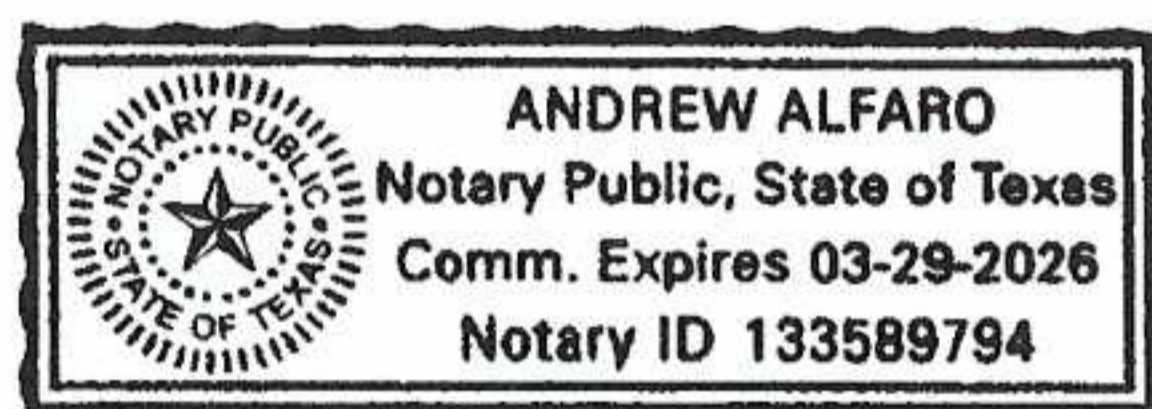
STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared **THOMAS L. PLACIER**, on behalf of the Pointe North II Townhomes Owners Association, Inc., a Texas non-profit corporation, known to be the person and officer whose name is subscribed to the foregoing Notice of Filing and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 29th day of August, 2023.



Andrew Alfaro

Notary Public, State of Texas

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EXHIBIT 1

**POINTE NORTH II TOWNHOMES OWNERS ASSOCIATION, INC.
FINE AND FEE POLICY**

1. **Background.**

All properties within the POINTE NORTH II TOWNHOMES OWNERS ASSOCIATION, INC., are subject to that certain "Condominium Declaration for Pointe North II Townhomes" recorded at Vol. 8 Page(s) 419, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration"). In accordance with the Declaration, the Pointe North II Townhomes Owners Association, Inc., a Texas Non-Profit Corporation (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 Declaration, Bylaws and any rules and regulations of the Association (collectively, the "Restrictions") including the obligation of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Declaration.

Section 4.4 of the Declaration states that the Association has the power "publish rules and regulations governing the used of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;...."

The Board hereby adopts this Fine and Fee Policy to establish equitable policies and procedures for the levy of fines within the Association. To the extent any provision within this policy is in conflict with any 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 Rules, 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.**

Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the time frame in which the violation is required to be cured; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing.

6. **Violation Hearing.**

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 (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within ten (10) days after the Owner's request for a hearing, the Association will give the Owner at least ten (10) days advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied.

7. **Levy of Fine.**

Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the

fine. The periodic notices may be in the form of monthly statements or delinquency notices.

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. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid 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. The notice may be published and distributed in an Association newsletter or other community-wide publication.

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 Board may elect to pursue such additional remedies at any time in accordance with 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: Please be advised that all costs associated with these letters will also be billed back to each owner who is in violation as an administrative cost.

FINES

VIOLATIONS

NOTICE AND FINE AMOUNT

1ST NOTICE

Provides 15 days notice to correct the violation.

2ND NOTICE

\$100.00 fine will be assessed to owner's account and an additional 15 days will be granted to cure the violation.

3RD NOTICE

After the 15 days has expired and the violation has not been cured a \$150.00 fine will be assessed in addition to a \$20.00 certified mail/administrative fee. Owner will have 48 hours to cure the violation.

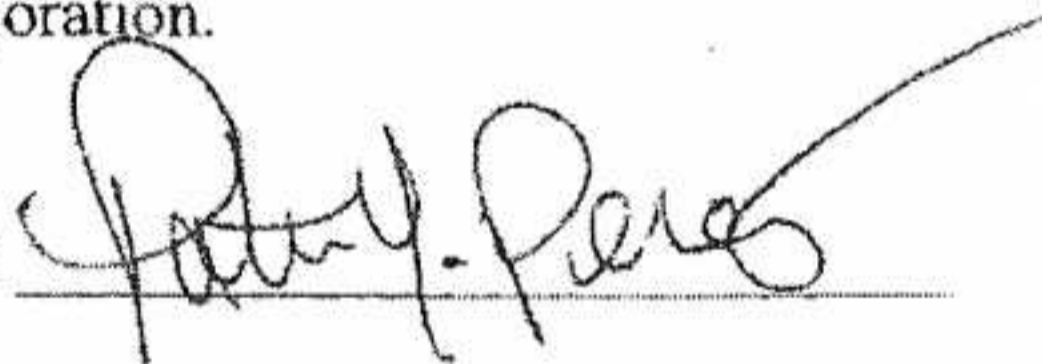
4TH FINAL NOTICE
(Plus any continuous final notices)

If after the 48 hours expires, and the violation is not cured, a \$200.00 fine will be assessed. The

violation must be cured within 24 hours or the matter will be referred to legal. All legal expenses incurred will be the responsibility of the Unit Owners. A \$ 20.00 certified mail/administrative fee will be assessed as well.

IN WITNESS WHEREOF, this Fee and Fine Policy has been executed by the Association as of this 26 day of July, 2023. The undersigned hereby certify that this Fee and Fine Policy has been adopted and approved in accordance with the Association's Governing Documents.

POINTE NORTH II TOWNHOMES OWNERS ASSOCIATION, INC, a Texas non-profit corporation.

BY: 

Its: Secretary

(Print Name) Patricia Perez
Patricia Perez

BY: 

Its: President

(Print Name) Michael R. Acosta
Michael R. Acosta

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20230172344
Recorded Date: September 18, 2023
Recorded Time: 11:14 AM
Total Pages: 9
Total Fees: \$54.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

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: 9/18/2023 11:14 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk