

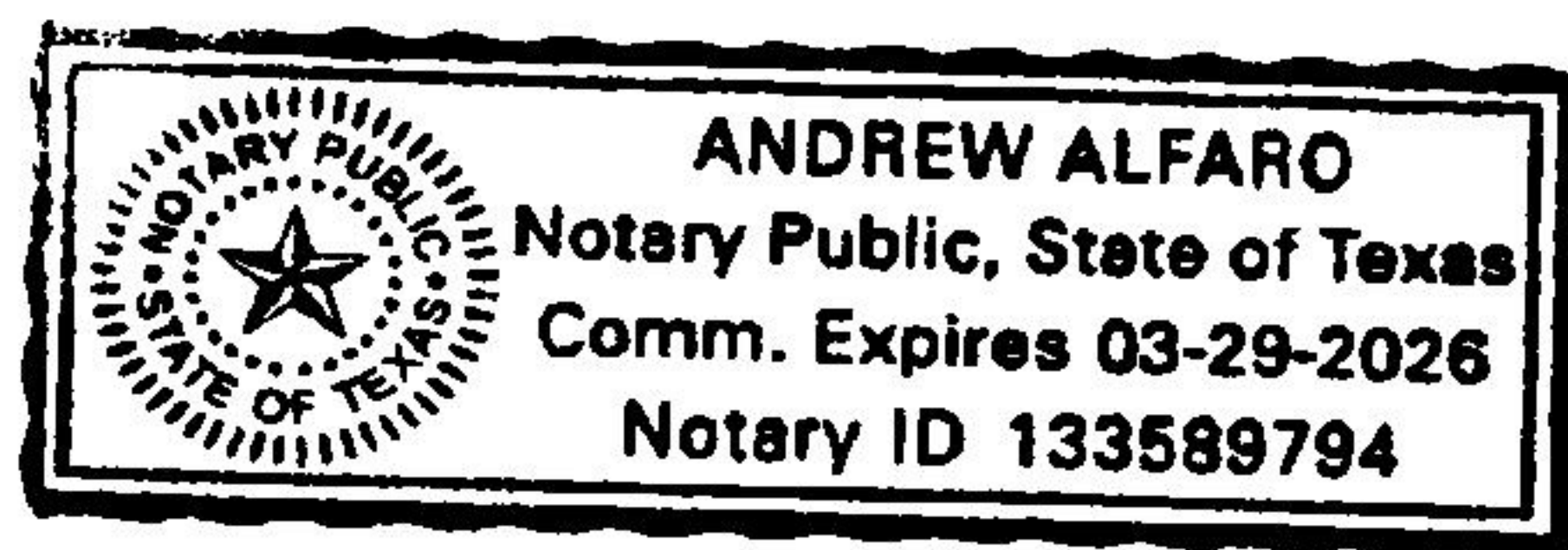
STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared David Gonzalez, President of the Vistas at Sonoma Homeowners 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 19th day of July, 2023.



Andrew Alfaro
Notary Public, State of Texas

**NOTICE OF FILING for the
VISTAS AT SONOMA HOMEOWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS

Exhibit 1	Collections Policy	Page 04
Exhibit 2	Guidelines for Covenant Violation Hearings	Page 09
Exhibit 3	Fine & Enforcement Policy	Page 16

EXHIBIT 1

3. Interest, Late Fees and Administrative Fees. All delinquent assessments shall bear interest from the date of the delinquency at eighteen percent (18%) per annum until paid in full. All delinquent assessments shall be assessed a one time late fee of fifty dollars (\$50) from the date of the delinquency until paid in full. Reasonable administrative fees incurred by the Association in connection with the collection of delinquent amounts shall be added to each Owner's account.
4. Insufficient Funds. Any payment returned to the Association or its Agent marked "insufficient funds" or the equivalent shall be subject to a return check fee. Said fee shall be determined by the terms of the Association's agreement with its Agent, or as determined by the financial institution utilized by the Board or its Agent.
5. Waiver. Properly levied interest, administrative fees, and collection costs (including those of a third-party collection agent), and related fees may only be waived by a majority vote of the Board.
6. Credit Reporting.
 - a. The Association or the Association's third-party collection agent may not report any delinquent fines, fees, or assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association.
 - b. The Association may report the delinquent payment history of assessments, fines, and fees of Owners within its jurisdiction to a credit reporting service only if:
 - i. at least 30 business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and
 - ii. the Owner has been given the opportunity to enter into a payment plan.
 - c. The Association may not charge a fee to an individual property owner for credit reporting services of the delinquent payment history of assessments, fines, and fees of property owners within the Association's jurisdiction.
7. Collection of Delinquent Accounts.
 - a. All delinquent accounts shall bear interest at the rate contemplated above and be subject to late fees and administrative fees.
 - b. If an account remains delinquent for a period of thirty (30) days, the Association and/or its Agent may send a "courtesy notice" to the Owner via email, regular mail,

and/or certified mail advising them of the delinquency and requesting that they make payment within thirty (30) days.

- c. If an account remains delinquent for period of sixty (60) days, then the Association or its Agent may send a formal demand for payment via certified mail pursuant to Texas Property Code Section 209.0064 (a "Formal Demand Letter. If the Owner fails to pay in full or enter into a written payment plan agreement within forty-five (45) days of the date of the Formal Demand Letter, or defaults on an approved payment plan, the Association or its Agent may turn the delinquent account over to a third-party collection agent, including the Association's attorney for formal collection action.
 - d. Formal collection action includes, but is not limited to, reporting to a credit reporting service, sending a thirty (30) day attorney demand letter, filing a Notice of Lien or similar instrument in the official public records, and the filing of a lawsuit seeking judgment against the Owner for all unpaid amounts, including costs of collection, and foreclosure of the Association's lien.
 - e. Any Owner's account that remains delinquent following the expiration of the forty-five (45) day period contained in the Association's Formal Demand Letter shall have their right to use of the Common Areas suspended during the period which any assessment against his/her lot remains unpaid, as contemplated by Article II, Section 1.d) and Article , Section 11b) of the Declaration.
8. Costs of Third-Party Collection Agents. Any reasonable costs or fees incurred by the Association from a third-party collection agent, including the Association's attorney, shall be added to the delinquent Owner's account balance.
 9. Priority of Payments. Unless an Owner is in default under a payment plan with the Association, all payments received from any Owner will be applied to the Owner's delinquency in accordance with the order of priority contemplated by Texas Property Code Section 209.0063. All payments received from an owner that is in default of a payment plan will be applied to the Owner's delinquency as follows: (1) costs; (2) attorney's fees; (3) interest; (4) late fees; (5) delinquent assessments; (6) current assessments; and (7) fines.
 10. Miscellaneous.
 - a. Amendment. 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 Official Public Records of Bexar County, Texas.
 - b. Conflict. To the extent any provision within this Policy conflicts with the Act or any other applicable law, such provision shall be modified to comply with the

applicable law. Likewise, to the extent that any portion of this Policy conflicts with the Association's Payment Plan Policy, the terms of Payment Plan Policy shall control.

- c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

EXHIBIT 2

The Association or the Owner may request **1 postponement** of the hearing, and, if requested, shall be granted for a period of not more than **10 days**. If the Association fails to provide the Owner the evidence packet **at least 10 days** in advance of the hearing, the Owner is entitled to an automatic **15-day postponement** of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. If the Owner or the Owner's designated representative fails to appear for a scheduled hearing, the Board shall proceed with the hearing and consider all documentary evidence provided by the Owner, if any.

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 [if applicable].

The hearing will be held in a closed or executive session of the Board. During the 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 dispute. At the hearing, the Board should consider the facts and circumstances surrounding the covenant violation.

The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party prior to the commencement of the audio recording.

The Board may set a reasonable time limit for the hearing, to be determined at the Board's sole and absolute discretion, considering factors, including, but not limited to, the complexity of the issue(s). The time limitation established by the Board will be strictly enforced and is intended to allow both the Association and the Owner ample time to present their respective cases and the volunteer Board's reasonably available time to consider such matters.

The Board is not required to deliberate or reach a determination during the hearing. All information presented at the hearing may be taken under advisement by the Board for future consideration. If no determination or resolution is reached during the hearing, the Association may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no such communication from the Association **within thirty (30) days**, the violation shall be deemed to exist.

All parties participating in the hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a hearing if the Board, in its sole and absolute discretion, determines the hearing has become unproductive and/or contentious. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the attached hearing agenda. [Exhibit B – Hearing Agenda].

Miscellaneous.

- a. Amendment. These Guidelines may be revoked or amended from time to time by the Board. These Guidelines will remain effective until the Association records an amendment in the Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between these Guidelines and any Dedicatory Instrument of the Association, these Guidelines control.
- c. Effective Date. These Guidelines are effective upon recordation in the Official Public Records of Bexar County, Texas.

EXHIBIT A

EVIDENCE PACKET CHECKLIST

The following items are a non-exhaustive list of materials for the hearing.

Documents:

- Declaration (relevant excerpts)
- Bylaws (relevant excerpts)
- Rules and Regulations (relevant excerpts)
- Policies (relevant policies)
- ACC Design Guidelines (relevant excerpts)
- ACC Design Review Procedures (relevant excerpts)
- Board Meeting Minutes wherein violation at issue was discussed

Photographs or Videos:

- Covenant Violation
- Damage to Common Area
- Damage to Neighboring Property
- Other relevant photos or videos

Communications (including letters, e-mails, facsimiles, text messages, and voice recordings):

- Management Company to Owner
- Owner to Management Company
- Board Member to Owner
- Owner to Board Member
- Neighbor to Management Company re: violation [Redacted]
- Neighbor to Board Member re: violation [Redacted]

EXHIBIT B

HEARING AGENDA

Note: A member of the Board or the Association's designated representative shall act as the Hearing Officer and preside over the hearing. The Hearing Officer will provide introductory remarks and administer the hearing agenda.

I. Introduction.

Hearing Officer: The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party at this time. The Board has convened for the purpose of holding a hearing requested by [insert Owner name] related to a covenant violation concerning the property located at [Owner' Property Address].

The hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Owner to discuss, verify facts, and resolve the matter at issue. However, after both sides are given a reasonable opportunity to present their case, the Board may elect to take the matter under advisement and conclude the hearing, pursuant to these Guidelines.

II. Presentation of Facts.

Hearing Officer: This portion of the hearing is to permit a member of the Board or the Association's designated representative to present the Association's case against the Owner and the opportunity to describe the documents, photographs, and communications contained in the packet provided to the Owner. After the Association has finished its presentation, the Owner or the Owner's designated representative will be entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions during either party's presentation. It is requested that questions by the Owner be held until completion of the presentation by the Association.

[Presentations begin accordingly]

III. Discussion.

Hearing Officer: This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion should be productive and designed to seek, if possible, an acceptable 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 the Owner regarding the final terms of resolution, if any.

If no resolution is reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; or (ii) request that the Board take the matter under advisement and adjourn the hearing.

EXHIBIT 3

agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

3. **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 Dedicatory Instruments. 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.
4. **Violation Notice.** Before levying a fine for a new violation, the Association will give the Owner a written Violation Notice via certified mail to the Owner's last known address as shown in the Association's records and an opportunity to be heard, if requested. 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) if applicable, a description of the action required to cure the violation; (5) if applicable, 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; (8) 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, et seq), if the Owner is serving on active military duty; and (9) the date the fine attaches or begins accruing, subject to the following:
 - a. **New Violation.** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the **preceding six (6) months**, the Violation Notice will comply with the provisions of Section 4, above. The notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the Schedule of Fines below may be levied if an Owner does not cure the violation within the timeframe set forth in the Violation Notice.
 - b. **Repeat Violation without Attempt to Cure.** If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the **preceding six (6) months** but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Dedicatory Instruments, including but not limited to the right to levy a fine pursuant to the Schedule of Fines. The Association may, in its sole discretion, send the Owner a second Violation Notice. The Notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar

violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the Violation Notice.

c. **Continuous Violation.** If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the Violation Notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.

d. **Incurable Violation/Violation of Public Health or Safety.** If the violation is of an incurable nature or poses a threat to public health or safety as contemplated by Section 209.006 of the Texas Property Code, then the Violation Notice shall state those items set out in (1), (2), (3), (6), (7), and (8) herein, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Declaration or other dedicatory instruments, including but not limited to the right to levy a fine pursuant to the Schedule of Fines.

5. **Violation Hearing.** Pursuant to Section 209.007 of the Texas Property Code, an Owner may request in writing a hearing before the Board to contest the fine. Covenant violation hearings are contemplated by the Association's Guidelines for Covenant Violation Hearings filed contemporaneously herewith in the Official Public Records of Bexar County, Texas.
6. **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.
7. **Fine Due Date.** Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety as contemplated by Section 209.006 of the Texas Property Code. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

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. **Miscellaneous.**

a. **Amendment.** 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 Official Public Records of Bexar County, Texas.

b. **Conflict.** In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.

c. **Effective Date.** This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

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 Dedicatory Instruments. 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. All administrative fees and costs associated with this Policy shall be reflected as same and added to the member's account ledger.

New Violation	Notice	Action Required & Fine Amount
1. First Report/Sighting	If violation is curable, Courtesy Notice sent via Regular Mail. If violation is not curable, see No. 2 below.	Provides reasonable period to cure violation; no fine assessed if violation is timely cured.
2. Second Report/Sighting	Violation Notice as contemplated by Section 4 above sent via Certified Mail.	Provides reasonable period to cure violation; \$50.00 fine levied if violation is not timely cured or is not curable.
3. Third Report/Sighting within preceding six (6) months	Owner not entitled to second Violation Notice. Association has the discretion to send a second Violation Notice with a discretionary period to cure.	\$75.00 fine levied, plus suspension of Owner's rights to use Common Areas for a period not to exceed 60 days.
4. Fourth Report/Sighting within preceding six (6) months	Owner not entitled to any additional Violation Notices. See Section 4.c above.	\$100.00 fine levied, Association's Attorney to determine if further legal action is necessary

Right of Entry and Enforcement under ARTICLE IV, SECTION 6 of the Declaration:

New Violation	Action Required & Fine Amount
1. First Notice	Provides ten (10) days to bring property into compliance
2. Second Notice	Provides additional ten (10) days to comply and advises that that failure to comply will result in the Association remedying the violation and charging the cost of same to the owner, plus the imposition of a \$75.00 fine
3. Third Notice	Notice to owner advising that Association has paid to remedy violation(s), advising of amounts owed, and demanding payment

Any amounts due that were incurred by the Association to remedy a violation on an owner's property shall constitute a "Reimbursement Assessment" on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the other provisions of this Declaration or otherwise provided by law, as contemplated by Article X, Section 8 of the Declaration.

The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
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: 7/26/2023 4:09 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk