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*Theresa Carrasco*

Theresa Carrasco, County Clerk

Atascosa County, TX

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NOTICE OF DEDICATORY INSTRUMENTS  
for  
GRANBERG HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS §  
§  
COUNTY OF ATASCOSA §

The undersigned, being an authorized representative of Granberg Homeowners Association, a Texas non-profit corporation ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby files this Notice of Dedicatory Instruments (Notice") for the purpose of complying with Section 202.006 of the Texas Property Code.

Dedicatory Instruments. The following documents are Dedicatory Instruments governing the Association:

- **Assessment Collection and Payment Plan Guidelines for Granberg Homeowners Association; and**
- **Fine and Enforcement Policy for Granberg Homeowners Association.**

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Atascosa County, Texas, for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

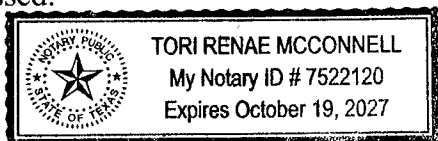
Executed on this 30<sup>th</sup> day of November, 2023.

GRANBERG HOMEOWNERS ASSOCIATION

By: *Leah K. Burton*  
Leah K. Burton, Authorized Representative

THE STATE OF TEXAS §  
§  
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary public, on this 30<sup>th</sup> day of November, 2023, personally appeared Leah K. Burton, as an authorized representative of Granberg Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



*Tori McConnell*

Notary Public in and for the State of Texas

**ASSESSMENT COLLECTION POLICY AND PAYMENT PLAN GUIDELINES**  
*for*  
**GRANBERG HOMEOWNERS ASSOCIATION**

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STATE OF TEXAS                                 §  
    §  
 COUNTY OF ATASCOSA                         §

We, Lisa Winbolt, President and Lillian Wasluskas, Secretary of Granberg Homeowners Association (the "**Association**"), certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 18 day of November, 2023, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following "Assessment Collection Policy and Payment Plan Guidelines" was duly approved by at least a majority vote of the members of the Board in attendance.

**RECITALS:**

1. The property encumbered by this Assessment Collection Policy and Payment Plan Guidelines ("**Policy**") is that property restricted by that certain Declaration of Restrictive Covenants of The Granberg Subdivision, recorded in the Official Public Records of Real Property of Atascosa County, Texas at Clerk's File No. 199465, as same has been or may be amended from time to time (the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. The Board has determined that in order to comply with statutory changes regarding the filing of a property owners' association collection lien per Texas Property Code Section 209.0094, it is appropriate for the Association to adopt a collection policy establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identifying the guidelines under which owners may request an alternative payment schedule for certain assessments for the properties under the jurisdiction of the Association.
3. This Policy replaces and supersedes any previously recorded or implemented policy or guidelines, if any, that address the subjects contained herein.
4. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

**I. COLLECTION POLICY**

1. **ASSESSMENT PERIOD**

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each year.

2. NOTICE

The Board shall fix the amount of the annual assessment against each lot for the following year and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Upon completion of the roster, written notice of the assessment due may be sent to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice if such notice was sent via regular mail and/or via certified mail return receipt requested to the most recent address of the owner according to the records of Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five (5) days after written notice has been received.

3. DUE DATE

All assessments are due and payable on an annual basis, as determined by a majority of the Board for that assessment year. If any assessment is due and the Association is not paid by the due date, then such assessment shall become delinquent. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

Payments received more than fifteen (15) days after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan as set forth in Section II of this Policy.

4. INTEREST AND LATE FEES

If the assessment is not paid within fifteen (15) days of the due date, the assessment shall bear interest from the due date at the rate of six percent (6%) per annum until the assessment is paid in full unless changed by the Board and shall incur late fees in an amount determined by the Board.

5. DELINQUENCY NOTIFICATIONS

The Association shall send the following two notification(s) to delinquent owners:

- a. FIRST NOTICE OF DELINQUENCY: In the event that an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the First Notice of Delinquency), a First Notice of Delinquency shall be sent to each owner with a delinquent account (1) by first class mail to the property owner's last known mailing address, as reflected in records maintained by the Association; or (2) by e-mail to an e-mail address the property owner has provided to the Association, setting forth all assessments, interest and other amounts due, including any administration fees and/or late fees that may be charged by the Association. The First Notice of Delinquency will contain a statement that the entire remaining unpaid balance of the assessment is due, including any previously imposed late fees, and that the owner is entitled to a Payment Plan as set

forth in Article II below. **In the event an owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.**

b. **SECOND NOTICE OF DELINQUENCY:** In the event an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Second Notice), a Second Notice of Delinquency shall be sent via certified mail, return receipt requested to each delinquent owner at the owner's last known address, as reflected in the records maintained by the Association. The Second Notice of Delinquency shall be sent no earlier than thirty (30) days after the First Notice of Delinquency is mailed to the owner. The Second Notice of Delinquency will set forth the following information and the result of failure to pay, including an explanation of:

- 1) **AMOUNTS DUE:** All delinquent assessments, interest and other amounts due, including any administration, statutory, and/or late fees that may be charged by the Association, and the total amount of the payment required to make the account current;
- 2) **OPTIONS:** If the owner has a right to a Payment Plan, the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a Payment Plan through the Association;
- 3) **PERIOD TO CURE:** A period of at least forty-five (45) days for the owner to cure the delinquency before further collection action is taken;
- 4) **HEARING:** Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the date the Final Notice is mailed to the owner.

If a hearing is requested within thirty (30) days from the date the Second Notice of Delinquency is mailed to the owner, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than thirty (30) days after receipt of the owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board;

- 5) **PAYMENT PLAN:** The Second Notice of Delinquency will contain a statement that the entire remaining unpaid balance of the assessment, including any previously imposed late, administration, and/statutory fees, is due and that the owner is entitled to a Payment Plan as set forth in Article II below. **In the event an owner chooses to enter into a Payment Plan, a**

**monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full;**

- 6) **COMMON AREA RIGHTS SUSPENSION:** If a hearing is not requested within thirty (30) days from the date the Final Notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended; and
- 7) **MILITARY NOTICE:** If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.
- 8) **TURNOVER TO COLLECTION AGENT/ATTORNEY:** If the Second Notice of Delinquency is sent to an owner and a hearing is not requested within thirty (30) days from the date the Second Notice of Delinquency is mailed to the owner, member privileges may be suspended; the account may be sent to a collection agent and/or the Association's attorney for collection following expiration of the forty-five (45) day period to cure; and any fees and expenses may be charged to the owner's assessment account.
- 9) **FILING OF LIEN.** The Association shall not file an assessment lien before the 90th day after the date the Second Notice of Delinquency is sent to the owner.

#### 6. **REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY**

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to, sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action or judicial foreclosure action; and filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

As a prerequisite to foreclosure of the Association's lien, either the Association's attorney or the Association will send notification via certified mail to any holder of a lien of record on the owner's property whose lien is inferior or subordinate to the Association's lien as evidenced by a deed of trust. The notification may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines that the notification may be received by such lien holder(s). Said notice will provide such lien holder with the total amount of the delinquency giving rise to the foreclosure and an opportunity to cure before the sixty-first (61st) day after the day the notice is mailed.

#### 7. **BANKRUPTCIES**

Upon receipt of any notice of a bankruptcy of an owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

8. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration or Bylaws, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its best judgment, deems reasonable.

9. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order (hereinafter "**Unpaid Amounts**"). The amount of the service charge assessed by the Association will be the amount charged by the financial institution related to any such Unpaid Amounts plus any administrative costs incurred by the Association as a result of such Unpaid Amounts.

II. PAYMENT PLAN

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent assessments, or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. Any late fees imposed prior to a request for a Payment Plan may be made part of such Payment Plan at the discretion of the Board. The Payment Plan Schedule is as follows:

1. Each Payment Plan must be approved by the Board;
2. The term for the Payment Plan shall be determined at the discretion of the Board, but shall be no less than three (3) months and no more than twelve (12) months;
3. Each Payment Plan shall require a 25% down payment;
4. After the down payment is applied, a Payment Plan may require equal monthly payments based on the number of months for such Payment Plan, with each payment due on the first day of each month;
5. Failure to pay the first monthly payment of the delinquent amount shall be considered a default of the Payment Plan;
6. An owner, upon written request, may request a longer period of time;
7. The Association is not required to enter into a Payment Plan with an owner who failed to honor the terms of a previous Payment Plan during the two (2) years following the owner's default under a previous Payment Plan;
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan;

9. The Association is not required to offer a Payment Plan to an owner after the forty-five (45) day period to cure the delinquency has expired;
10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period.

### **III. APPLICATION OF PAYMENTS**

- A. Except as provided in subsection B immediately below, a payment received by the Association shall be applied in the following order of priority:
1. Any delinquent assessment;
  2. Any current assessment;
  3. Attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or other charges that can be the basis of foreclosure;
  4. Attorney's fees not subject to "3" above;
  5. Fines; and
  6. Any other amount owed to the Association.
- B. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:
1. Costs;
  2. Attorney's fees;
  3. Interest;
  4. Late fees;
  5. Delinquent assessments;
  6. Current assessments; and
  7. Fines.

As to each category identified in this subsection B, payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

CERTIFICATION

We hereby certify that I am the duly elected, qualified and acting President and Secretary of the Association and that the foregoing Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Atascosa County, Texas.

TO CERTIFY which witness my hand this 20 day of November 2023.

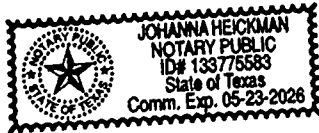
GRANBERG HOMEOWNERS ASSOCIATION

By: [Signature]  
Printed: Lisa Winbolt  
Its: President

By: [Signature]  
Printed: Lillian Wasluskas  
Its: Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF Atascosa           §

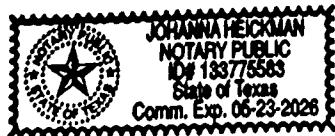
BEFORE ME, the undersigned notary public, on this 20 day of November, 2023 personally appeared Lisa Winbolt, President of Granberg Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]  
Notary Public in and for the State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF Atascosa           §

BEFORE ME, the undersigned notary public, on this 20 day of November, 2023 personally appeared Lillian Wasluskas, Secretary of Granberg Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]  
Notary Public in and for the State of Texas

Assessment Collection Policy and Payment Plan Guidelines for Granberg Homeowners Association



**FINE AND ENFORCEMENT POLICY**  
*for*  
**GRANBERG HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ATASCOSA               §

We, LISA Winbolt, President and Lillian Nasluskas, Secretary of Granberg Homeowners Association (the "**Association**"), certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Fine and Enforcement Policy was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. The property encumbered by this Fine and Enforcement Policy ("**Policy**") is that property restricted by that certain Declaration of Restrictive Covenants of The Granberg Subdivision, recorded in the Official Public Records of Real Property of Atascosa County, Texas at Clerk's File No. 199465, as same has been or may be amended from time to time (the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. The Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).
3. Article G, Section 8 of the Declaration also authorizes the Association to levy fines against an Owner for violations of the Governing Documents, subject to compliance with notice requirements imposed by law.
4. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Governing Documents of the Association consistent with Section 209.006 and 209.0061 of the Texas Property Code.
5. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.
6. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**WITNESSETH:**

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

**Section 1. Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below more than one may exist at one time depending on the circumstances surrounding the violation(s).

1.1. **Curable Violations** – Without limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation based on the Governing Documents;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

1.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Without limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

1.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

**Section 2. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The enforcement procedure for this type of violation is as follows:

- 2.1. **Courtesy Letter (Optional)** – A courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period.
- 2.2. **Violation Letter (Optional)** – Depending on the severity of the violation and/or the history of prior violations on the Owner's Residential Lot, the

violation letter may be the first letter sent to the Owner. If sent, the violation letter may include:

- a. a description of the violation;
- b. the required curative action;
- c. the deadline to cure the violation; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

2.3. **Demand Letter** - The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier and may be emailed to the Owner at the email address registered with the Association. The demand letter must be sent to the Owner's last known address as shown in the records of the Association. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole and absolute discretion.

2.4. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- e. notice 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 the Owner is serving on active military duty.

2.5. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing will be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may

be granted by agreement of the parties.

2.6. **Hearing Not Requested** - If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

**Section 3. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.** The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier and may be emailed to the Owner at the email address registered with the Association. The demand letter must be sent to the Owner's last known address as shown in the Association's records.

3.1. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- c. notice that 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 the Owner is serving on active military duty.

3.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

**Section 4. Remedies and Subsequent Violations.** Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended. A notice of violation may also be recorded in the real

property records should the violation not be cured within the specified time frame. The Association may file a suit for the recovery of damages and/or injunctive relief.

If an Owner has been given notice in accordance with Section 2 or Section 3 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

**Section 5. Fines.** Subject to the notice provisions set forth in Section 2 or Section 3 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. The Board reserves the right to adjust fines based upon the egregiousness of the violation. The general categories of restrictive covenant violations for which the Association may assess fines includes, but is not limited to the following: aesthetics, use of lot and/or Common Area, lawn maintenance, Lot improvement maintenance, parking/vehicles, installation of an unapproved improvement, leasing/tenant violations, animals, nuisance, uncurable violations or violations that are a threat to the public health and safety and holiday lights.

General Category of Violations	Fine Amount (first/second/third/subsequent)
Aesthetics	\$25/\$50/\$75/\$100
Use (Lot or Common Area)	\$25/\$50/\$75/\$100
Yard Maintenance	\$25/\$50/\$75/\$100
Improvement Maintenance	\$25/\$50/\$75/\$100
Parking/Vehicles	\$25/\$50/\$75/\$100
Holiday Lights	\$25/\$50/\$75/\$100
Leasing/Tenant Violations	\$25/\$50/\$75/\$100
Animals	\$25/\$50/\$75/\$100
Nuisance	\$25/\$50/\$75/\$100
Installation of Unapproved Improvement	\$500
Uncurable Violations or Violations that are a Threat to Public Health and Safety	\$500

Any fine levied by the Association is the personal obligation of the Owner. The Board of Directors of the Association may adopt and modify the schedule of fines for various types of violations from time to time.

**Section 6. Board Hearings.** If an Owner is entitled to an opportunity to cure a violation pursuant to Section 209.007 of the Texas Property Code, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

- 6.1. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the

foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

- 6.2. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- 6.3. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- 6.4. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- 6.5. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- 6.6. During the Board 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 an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.
- 6.7. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent 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 written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- 6.8. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- 6.9. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board

Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section 6.9.

- 6.10. Either party may make an audio recording of the Board Hearing.
- 6.11. This Policy does not apply to instances where 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. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that 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 Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- 6.12. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- 6.13. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

#### CERTIFICATION

We hereby certify that we are the duly elected and acting President and Secretary of the Association and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Atascosa County, Texas.

TO CERTIFY which witness my hand this 20 day of November 2023.

**GRANBERG HOMEOWNERS ASSOCIATION**

By: 

Printed: Lisa Winbolt

Its: President

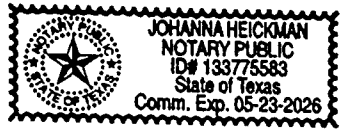
By: 

Printed: Lillian Wasluskas

Its: Secretary

THE STATE OF TEXAS §  
COUNTY OF Atascosa §

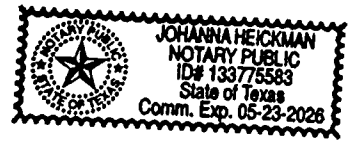
BEFORE ME, the undersigned notary public, on this 20 day of November, 2023 personally appeared Lisa Winbolt, President of Granberg Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Johanna Heickman  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
COUNTY OF Atascosa §

BEFORE ME, the undersigned notary public, on this 20 day of November, 2023 personally appeared Lillian Wasluskas, Secretary of Granberg Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Johanna Heickman  
Notary Public in and for the State of Texas