



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Nov 19, 2020 04:50 PM Fee: \$50.00

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Electronically Recorded

**RESOLUTION APPROVING THE GOODNIGHT [COMMERCIAL] FINE AND
ENFORCEMENT POLICY**

WHEREAS, Goodnight Commercial Master Community, Inc. (hereinafter the "Association") is a property owners association established by, and governed through that certain Goodnight Master Covenant [*Commercial*] recorded as Document Number 201603389 in the Official Public Records of Travis County, Texas;

WHEREAS, Article 5, Section 5.14 of the Declaration allows the Board of Directors of the Association to assess fines against Owners for violations of the Documents pursuant to the Fine and Enforcement Policy contained in the Policy Manual;

WHEREAS, the Policy Manual was recorded as Document Number 2020176352 of the Official Public Records of Travis County, Texas, however, it did not contain a Fine and Enforcement Policy;

WHEREAS, the Association wishes to adopt a Fine and Enforcement Policy to be considered a supplementation to the Policy Manual;

WHEREAS, pursuant to the Definition of "Policy Manual" contained in Article 1 allows the Policy Manual to be amended by a majority vote of the Board of Directors;

BE IT RESOLVED, that the Association hereby approves and adopts the Fine and Enforcement Policy attached hereto as Exhibit "A" to be an amendment and supplementation to the Policy Manual and for it to be recorded in the Official Public Records of Travis County, Texas.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

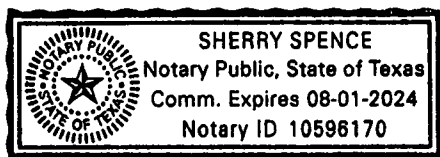
(Signature Page Follows)


Executed this the 17 day of November, 2020.

By: 
Myra J. Goepp, President Goodnight Commercial Master Community, Inc.

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 17 day of November, 2020, by Myra J. Goepp, President of and for the Association, for the purposes therein expressed.




Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE PUGH
4301 Westbank Dr., Bldg. A, Ste. 150
Austin, Texas 78746

Exhibit "A"

GOODNIGHT COMMERCIAL MASTER COMMUNITY, INC.FINE AND ENFORCEMENT POLICY

1. Background. Goodnight is subject to that certain Goodnight Master Covenant [Commercial] recorded in the Official Public Records of Travis County, Texas as Document Number 2016033389, as amended ("**Master Covenant**"). In accordance with the Master Covenant, Goodnight Commercial Master Community, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Master Covenant. Unless the Master Covenant 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 covenants, conditions and restrictions of the Master Covenant, Certificate, Bylaws, Policy Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Annexation as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Master Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

The Board hereby adopts this Fine and Enforcement 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 Documents

2. Policy. The Association uses fines to discourage violations of the Documents, 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 Documents. 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 Documents 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 Documents.
5. Violation Notice. Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice to the Owner (at the Owner's last known address as shown in the Association records)(the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; and (6) 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. The Violation Notice sent out pursuant to this paragraph is further subject to the following:
 - A. First 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 state those items set out in (1) – (6) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation 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* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
 - B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety, then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
 - C. 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, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or

any fines levied, then the Board, in its sole discretion, 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.

6. Due Date. Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. 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.
7. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 5.11* of the Master Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of the Master Covenant. Unless otherwise provided in *Section 5.14* of the Master Covenant, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to *Article 5* of the Master Covenant.
8. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
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.

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 Documents. 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:

FINES:

<p>New Violation: Notice of Violation</p>	<p>Fine Amount: \$500.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)</p>
<p>Repeat Violation (No Right to Cure or Uncurable Violation):</p>	<p>Fine Amount: 1st Notice \$1,000.00 2nd Notice and each additional Notice: \$2,500.00</p>

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

CONSTRUCTION FINES:

Pursuant to the Documents, any construction activities within Goodnight are subject to fines which may be assessed pursuant to the schedule of fines as follows:

Premature Clearing	\$500
Construction Without Goodnight Reviewer Approval	\$500
Inadequate Construction Entry	\$250
Inadequate/Removed Silt Fence	\$250
Excessive Mud/Debris on Street	\$250 plus \$50/day
Excessive Construction Debris	\$250 plus \$50/day
No Dumpster Provided	\$150 plus \$50/day
No Chemical Toilet Provided	\$150 plus \$25/day
Violation of designated Construction Times	\$100
Encroachment on Adjacent Properties	\$500 plus repair cost
Damage to Streets, Curbs, Infrastructure	\$500 minimum
Failure to Obtain Inspection from Goodnight Reviewer upon Completion of Construction	\$500 minimum
Miscellaneous Violation of Construction Rules	TBD by Goodnight Reviewer

Construction Fines are subject to the same provisions regarding General Fines.