

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
SENDERO SPRINGS AT BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

The undersigned, being an authorized representative of Sendero Springs at Brushy Creek Homeowners Association, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Affidavit and Notice of Dedicatory Instrument of Sendero Springs at Brushy Creek Homeowners Association, Inc. (formerly known as Sendero Springs Homeowners Association, Inc.)", "Supplemental Notice of Dedicatory Instruments for Sendero Springs at Brushy Creek Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Sendero Springs at Brushy Creek Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Sendero Springs at Brushy Creek Homeowners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Sendero Springs at Brushy Creek Homeowners Association, Inc." recorded in the Official Public Records of Williamson County, Texas under Clerk's File Nos. 2009069654, 2017046606, 2021075567, 2021086167 and 2021153260 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- **Governing Documents Enforcement and Fine Policy for Sendero Springs at Brushy Creek Homeowners Association, Inc.**
- **Sendero Springs at Brushy Creek Homeowners Association, Inc. Social Media Policy.**

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

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Williamson 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 Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

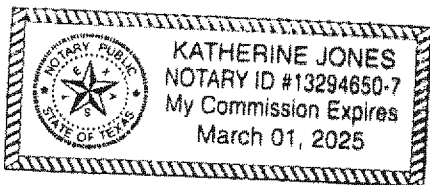
Executed on this 18th day of October, 2021.

SENDERO SPRINGS AT BRUSHY CREEK
HOMEOWNERS ASSOCIATION, INC.

By: *Ben Lancaster*
Ben Lancaster, authorized representative

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 18th day of October, 2021 personally appeared Ben Lancaster, authorized representative of Sendero Springs at Brushy Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Katherine Jones
Notary Public in and for the State of Texas

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
SENDERO SPRINGS AT BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
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 COUNTY OF WILLIAMSON §

I, BHARAT SWATANTRAN, Secretary of Sendero Springs at Brushy Creek Homeowners Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 15th day of SEPTEMBER, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article 10, Section 10.2, of the Declaration authorizes the Association to enforce all covenants, conditions and restrictions set forth in the Declaration.
2. Article VII, Section 1(f), of the Bylaws 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.
3. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
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 of the Texas Property Code.
5. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

WITNESSETH:

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

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Bylaws** - The Bylaws of Sendero Springs Homeowners Association, Inc. recorded in the Official Public Records of Real Property of Williamson County, Texas under Clerk's File No. 2011088785, as amended and supplemented.

- 1.2. **Declaration** – The Declaration of Covenants, Conditions and Restrictions for Sendero Springs, Section One recorded in the Official Public Records of Real Property of Williamson County, Texas under Clerk’s File No. 2002001226, as amended and supplemented.
- 1.3. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the Subdivision, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

Section 2. 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.

2.1. **Curable Violations** – By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- 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.

2.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in 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.

2.3. **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.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which

enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. 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 time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter** – Upon verification of a violation, 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. The Association is not required to send a courtesy letter.

3.2. **Violation Letter** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; 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.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. 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. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. 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 discretion.

3.4. **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 of Directors, such request to be made in writing on or before the 30th 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.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th 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 10th 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.

3.6. **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 Properties, 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.

3.7. **Remedies** – The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. 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 Properties may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/or threat to

public health or safety, a demand letter may be sent to the Owner. 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. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **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 of Directors, such request to be made in writing on or before the 30th 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.

4.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th 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 10th 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.

4.3. **Remedies** - Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Properties, 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 Properties may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 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 Properties without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 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.

Notice	Fine Amount
Courtesy Letter (if sent)	None
Violation Letter (if sent)	None
1 st Notice of Fine Letter (Demand Letter)	\$50.00
2 nd Notice of Fine Letter	\$75.00
3 rd Notice of Fine Letter	\$100.00
Subsequent Notice of Fine Letters	\$100.00

Any fine levied by the Association is the personal obligation of the Owner. In addition, fines can accumulate until the violation is cured. The Board of Directors of the Association may adopt and modify from time to time a schedule of fines for various types of violations.

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**SENDERO SPRINGS AT BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC.
SOCIAL MEDIA POLICY.**

THE STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

WHEREAS, the property encumbered by this Social Media Policy ("Policy") is that property restricted by the "Declaration of Covenants, Conditions and Restrictions for Sendero Springs, Section One" and "Declaration of Covenants, Conditions and Restrictions for Sendero Springs, Section Nine" recorded in the Official Public Records of Real Property of Williamson County, Texas under Clerk's File Nos. 2002001226 and 2015029300, respectively, as same have been or may be amended and supplemented from time to time (the "Declaration"), and any other property that is annexed thereto and/or made subject to Sendero Springs at Brushy Creek Homeowners Association, Inc. ("Association") authority.

NOW THEREFORE, in accordance with the dedicatory instruments governing the Association, the Board of Directors ("Board") of the Association hereby adopts this Policy to establish rules and procedures for the Owners' use of the Association's social media outlets. This Policy runs with the land and is binding on all Owners within the Association. This Policy replaces any previously recorded or implemented policy that addresses rules or procedures for the Owners' use of the Association's social media outlets.

Social Media Policy

1. Definitions

- 1.1. **Content.** "Content" means content, written communication, material, suggestions, feedback, images, photographs, pictures, or other graphical information.
- 1.2. **Declaration's Definitions.** Any capitalized terms used in this Policy have the meanings set forth in the Declaration, unless otherwise specified in this Policy.
- 1.3. **Good Standing.** "Good Standing" means an Owner who: (a) is current in the payment of assessments and other charges due and owing to the Association that are authorized by the Declaration or other dedicatory instrument of the Association and/or state law; and (b) is not the subject of an Association enforcement action for a violation of the Declaration or any other dedicatory instrument applicable to the Association.

2. Association's Social Media Outlets/Websites or Newsletters

- 2.1. **Authority.** The Association may employ social media on behalf of the Association.
- 2.2. **Purpose.** Any website, form of social media, newsletter or other publication created on behalf of the Association shall be for informational and communication purposes only and shall not constitute an official form of communication from the Association.
- 2.3. **Unauthorized Social Media.** An Owner shall not create a website, form of social media, newsletter or other publication that appears to be authorized by the Association or the Board, unless:
 - a. The Board has provided the Owner written authorization to create or form such a website, social media, newsletter, and/or other publication; or
 - b. The Owner prominently states on the website, social media, newsletter and/or other publication that it is "not an official communication of the Association."
- 2.4. In no event shall any Owner, resident or other person use the names "Sendero Springs" or "Sendero Springs at Brushy Creek Homeowners Association, Inc." as the name of, or as part of the name of, any social media outlet without the express written permission of the Board.

3. Authorized Users

- 3.1. **Owners.** Only Owners (or other residents as approved by the Board) are permitted to post on the Association's social media outlets/websites. By posting Content, the user represents and warrants that he or she is a current Owner of the Association in Good Standing. All Owners must request permission from the Association in writing to join a website or form of social media by providing information regarding the property owned within the Association.
- 3.2. **Removing Content.** The Board or its authorized agent, in its sole discretion, may remove or cause to be removed Content posted by an Owner who is not in Good Standing.
- 3.3. **Revoking Access.** If the Association deems in its sole discretion that a user of any of its social media outlets/websites is not an Owner, or is an Owner that is not in Good Standing, the Association may revoke the user's access to the Association's social media outlets/websites.

4. Permitted Uses

- 4.1. **Permitted Content.** All Content on the Association's social media outlets/websites, shall be respectful, positive, and in good taste. An Owner shall not publish any Content that:
- a. The Owner does not have the right to publish;
 - b. Is for the purpose of advertising a commercial business or proposition. The Board shall have the sole and absolute discretion to determine if Content is for the purpose of advertising a commercial business or proposition;
 - c. Is, in the sole and absolute discretion of the Board, in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
 - d. Is, in the sole and absolute discretion of the Board, inappropriate, profane, obscene, indecent, discriminatory, hateful, or abusive;
 - e. Is, in the sole and absolute discretion of the Board, defamatory, illegal, infringing, or otherwise tortuous;
 - f. Attempts to identify or identifies potential infractions of the law and/or governing documents of the Association;
 - g. May, in the sole and absolute discretion of the Board, be perceived as violating another person's right to privacy, including but not limited to Owner addresses and/or license plate numbers;
 - h. Attempts to address or addresses Association business.
- 4.2. **Other Users' Legal Rights.** An Owner shall not use the Association's social media outlets/websites to abuse, harass, stalk, or threaten another person, or to otherwise violate the legal rights (such as rights of privacy and publicity) of another person.

5. Moderation by the Association

- 5.1. **Moderating Activity.** The Association may, but is not required to monitor or moderate Content posted on the Association's social media outlets/websites.
- 5.2. **Deleting Content.** Upon a report or other notice to the Association that any Content violates the Association's Governing Documents, including this Policy, the Board or its authorized agent, in its sole and absolute discretion, may delete or cause to be deleted the Content without notice to the user who posted it.

- 5.3. **Revoking Access.** If the Board, in its sole and absolute discretion, determines that an Owner has violated the Association's Governing Documents, including this Policy, the Association may revoke the Owner's access to the Association's social media outlets/websites.
6. **No Representations.** The Association makes no representations about the accuracy or veracity of Content published on its social media outlets/websites by Owners or third parties. The Association does not guarantee that any information on its social media outlets/websites published by Owners or third parties is current, exhaustive, complete, or suitable for any purpose.
7. **Emergencies.** All Association safety and/or emergency issues should immediately be reported to local authorities at 911.
8. **Compliance and/or Service Requests.** Violations of the Declaration and/or any Governing Documents of the Association shall not be reported through the Association's social media website. Service requests shall not be submitted through the Association's social media website. Submissions to the Association's Master Architectural Control Committee may not be made through the Association's social media outlets/websites. Any and all submissions to the Master Architectural Control Committee made through the Association's social media outlets/websites are hereby automatically denied without any further action needed by the Association and/or the Master Architectural Control Committee.
9. **Subpoena.** All Content from a website or any form of social media may be subject to a subpoena and discoverable in litigation or in preparation for litigation.
10. **Disclaimer.** The Association does not control or endorse the content, messages, or information submitted or posted by Owners or third parties. As such, the Association disclaims any liability in connection with the use of its social media outlets/websites or from Owners' participation in such use. The Association specifically disclaims any liability for offensive, inappropriate, obscene, unlawful, or otherwise objectionable content or information an Owner may encounter on the Association's social media outlets/websites. The Association disclaims any liability in connection with the proliferation of users' Content.
11. **Limitation of Liability.** The Association neither assumes nor authorizes any other person to assume for it any other liability in connection with the use of its social media outlets/websites. In no event will the Association be liable to any Owner or third party for: (a) any lost profits or revenue, incidental or consequential damages (including, indirect, special, punitive, or exemplary damages) arising out of the use or inability to use the Association's social media outlets/websites; or (b) any claim by any other party, even if the Association has been advised of or had (or should have had) any knowledge (whether actual or constructive) of the possibility of such damages. The Association is not liable for the effects of any service outages, breach of servers (server or client side), or the resulting effects of such occurrences. The Association's liability

under this Policy to any particular Owner in any particular year will not exceed an amount equal to: [the amount of any assessments paid to the Association by the Owner in that year] x [(the amount the Association remitted to the relevant social media website in that year) / (the Association's total expenses that year)].

This limitation will not limit any liability for gross negligence or damages that may not be limited by law.

CERTIFICATE OF SECRETARY

I, BHARAT SWATANTRAN, Secretary of Sendero Springs at Brushy Creek Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the 15th day of SEPTEMBER, 2021, with at least a quorum of the members of the Board being present and being duly authorized to transact business, the foregoing Social Media Policy was duly adopted and approved by majority vote of the members of the Board.

TO CERTIFY WHICH WITNESS my hand on this 14 day of OCTOBER, 2021.

SENDERO SPRINGS AT BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Printed: BHARAT SWATANTRAN

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned notary public, on this 14 day of OCTOBER, 2021, personally appeared BHARAT SWATANTRAN, Secretary of Sendero Springs at Brushy Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



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

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**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

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MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas