



STATE OF TEXAS

COUNTY OF WILLIAMSON

**RULES AND REGULATIONS FOR THE  
WOODS OF BRUSHY CREEK SUBDIVISIONS  
And Recordation of Bylaws and Previously-Adopted Rules**

The Uniform Amended Declaration of Covenants, Conditions and Restrictions for The Woods of Brushy Creek Subdivisions ("Declaration") was recorded in Volume 1964, Page 100 of the official records of Williamson County, Texas (together with all subsequent amendments, the "Declaration"). Article IX of the Declaration authorizes the board of directors of the Woods of Brushy Creek Homeowners Association, Inc. to adopt rules and regulations governing the community. The board has adopted the following rules and hereby files them of record to supplement the previously-adopted rules. Such previously-adopted rules are attached as Exhibit A hereto. The Bylaws of the Association have also been previously-adopted and are hereby filed of record as Exhibit B.

Section 1. **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations or other governing document of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may

- (1) suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) owned, operated, or managed by the Association;
- (2) suspend an Owner's voting privileges in the Association as a Owner, as further provided in the Declaration and Bylaws;
- (3) record a notice of non-compliance encumbering the Lot;
- (4) levy a damage assessment against a Lot for damages caused by Owners' actions in violation of the Declaration, Bylaws, or Rules;
- (5) levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Lot ;
- (6) assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Director; and
- (7) enter onto an owner's lot without liability for trespassing and cure any violation of the governing documents and charge the costs of cure to the owner and Lot.

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees.

**Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the maximum extent permitted by law.**

**It is the owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the association receives this notice from the owner.**

Section 2. **Attorneys Fees.** The Association may assess reasonable attorneys fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules.

Section 3. **Non Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Section 4. **Payments.** The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless

of Owners' notations on checks or otherwise. The Association may at any time without notice require payments to be made in cash or certified funds.

Section 5. **Board decision to pursue enforcement action.** The decision to pursue enforcement action in any particular case shall be left to the board's discretion, except that the board shall not be arbitrary or capricious in taking enforcement action. For example, the board may determine that, in a particular case, (i) the association's position is not strong enough to justify taking any or further action; (ii) the covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (v) it is not in the association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

EXECUTED and Effective this 15<sup>TH</sup> day of JUNE, 2009.

**THE WOODS AT BRUSHY CREEK  
HOMEOWNER'S ASSOCIATION, INC.**

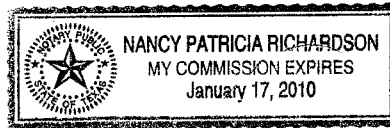
By: [Signature]  
Printed Name: STUART D. TAYLOR  
Title: PRESIDENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on June 15, 2009 by  
Stuart D. Taylor

Nancy Patricia Richardson  
Notary Public for the State of Texas  
Printed name of notary Nancy Patricia Richardson  
My commission expires 1/17/2010

After recording, please return to:  
Niemann & Niemann, L.L.P.  
1122 Colorado St., Suite 313  
Austin, Texas 78701



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