

VG-342-2016-98625

Denton County
Juli Luke
County Clerk

Instrument Number: 98625

Real Property Recordings

MISCELLANEOUS

Recorded On: August 15, 2016 09:12 AM

Number of Pages: 7

**** Examined and Charged as Follows: ****

Total Recording: 50.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 98625
Receipt Number: 20160815000023
Recorded Date/Time: August 15, 2016 09:12 AM
User: TJ D
Station: Station 9

Record and Return To:

SOUTHRIDGE ESTATES HOA INC
PO BOX 668
DENTON TX 76202



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**SOUTHRIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY**

THE STATE OF TEXAS §

COUNTY OF DENTON §

I, Michelle A. Emick, Secretary of Southridge Estates Homeowners Association, Inc. (the “**Association**”), do hereby certify that at a meeting of the Board of Directors of the Association (the “**Board**”) duly called and held on the eighth day of August, 2016, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy (this “**Policy**”) was duly approved by a unanimous vote of the members of the Board in attendance:

RECITALS:

1. Article II, Section 8, and Article XII, Section 1 and Section 13, of the Declaration for Southridge Estates grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Declaration.

2. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.

3. 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 and applicable provisions in the Declaration. Upon recording this Policy, this Policy shall replace and supersede the “Southridge Estates Homeowners Association – Covenant Enforcement and Fining Policy” filed of record on October 30, 2007, under Document No. 2007-127869.

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. **Articles of Incorporation** – The Articles of Incorporation of Southridge Estates Homeowners Association, Inc., filed in the Office of the Secretary of State of Texas on June 29, 1995.
- 1.2. **Board or Board of Directors** – The Board of Directors of the Association.
- 1.3. **Declaration** – The Declaration of Covenants, Conditions and Restrictions for Southridge Estates, Denton, Texas, recorded in the Official Public Records of Real Property of Denton County, Texas under Clerk’s File No. 95-R0038519, as amended and supplemented.

- 1.4. **Governing Documents** – The Declaration, the Articles of Incorporation and Bylaws of the Association, all guidelines applicable to the Subdivision, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Denton County, Texas.
- 1.5. **Subdivision** – A subdivision in Denton County, Texas. The recording data for the Subdivision Development are as follows: Phase 1 in Cabinet K, Pages 398-99 (Document 94-R0092111), Document 95-R0012284 (Correction), and Cabinet N, Page 381 (Document 97-R0067976); Phase 2 in Cabinet M, Pages 97-98 (Document 96-R0028050); and Phase 3 in Cabinet O, Page 268 (Document 98-R0024875) in the Plat Records of Denton County, Texas.

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. 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 shall 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 (Optional)** – 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 (Optional)** – 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 will be sent by certified mail. The demand letter 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. 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 Common Facilities, 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 and Common Facilities 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 will be sent by certified mail. The demand letter 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. 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 Common Facilities, 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 and Common Facilities 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 and Common Facilities 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 fines against an Owner as a result of a violation. Except as otherwise provided herein, any fines imposed shall be the personal obligation of the Owner but shall not be fines secured by the Association's lien against the Owner's Lot. Provided that, any fines imposed per Article IX, Section 3, of the Declaration, shall be the personal obligation of the Owner and shall be charges secured by the Association's lien against the Owner's Lot.

- 6.1 The Board of Directors of the Association may adopt and modify from time to time a schedule of fines. Current terms for all violations are as follows:
- A. An initial fine of \$25.00.
 - B. The fine will increase by \$10.00 per month, every month until the violation is cured, or until a written notice of appeal to the board is received.
 - C. Fines may resume after a hearing before the board, at which the board deems that the owner is still in violation.
 - D. The association may not charge interest or late charges on unpaid fines.

- F. The association may not foreclose its assessment lien on a debt consisting solely of fines.
- G. The association may assess owner's payments to unpaid fines before other types of assessments.

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Governing Documents, Enforcement, and Fines Policy was approved by a unanimous 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 Denton County, Texas.

TO CERTIFY which, witness my hand this the 12th day of August, 2016.

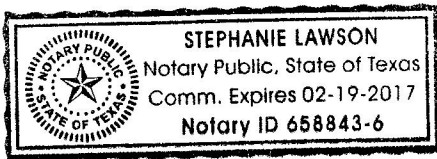
**SOUTHRIDGE ESTATES
HOMEOWNERS
ASSOCIATION, INC.**

By: Michelle A. Emick
Print Name: Michelle A. Emick
Secretary

THE STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned notary public, on this 12th day of August, 2016, personally appeared Michelle A. Emick, Secretary of Southridge Estates Homeowners Association, Inc., 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.

Notary Public in and for the State of Texas



Stephanie Lawson

Return to:
Southridge Estates Homeowners Association, Inc.
P.O. Box 668
Denton, Texas 76202-0668