

Denton County
Juli Luke
County Clerk

Instrument Number: 132538

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AMENDMENT

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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.

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STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**FIRST AMENDMENT TO THE NOTICE OF FILING
OF DEDICATORY INSTRUMENTS FOR
THE HOMESTEAD AT CARROLLTON**
[Covenant Enforcement Policy and Fining Schedule]

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE HOMESTEAD AT CARROLLTON (this “First Supplement”) is made this 7th day of November, 2023, by The Homestead at Carrollton, Phase I Homeowners’ Association, Inc. (the “Association”).

WITNESSETH:

WHEREAS, Arcadia Land Partners 12, Ltd. (“Declarant”) prepared and declared an instrument entitled “Declaration of Covenants, Conditions and Restrictions for The Homestead at Carrollton, Phase I” recorded in Volume 4082, Page 00544 *et seq.* of the Real Property Records, Denton County, Texas (the “Declaration”), as amended and supplemented; and

WHEREAS, the Association is the property owners’ association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described therein; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association previously recorded a Notice of Filing of Dedicatory Instruments for the Homestead at Carrollton on or about December 11, 2001, as Document No. 2001-133928 of the Real Property Records of Denton County, Texas (the “Notice”); and

WHEREAS, Exhibit B-4 to the Notice contains the Association’s Covenant Enforcement and Fining Policy (the “2001 Fining Policy”); and

WHEREAS, the Association also recorded a Memorandum of a Fining Schedule on or about December 29, 2010, as Instrument No. 2010-129667 of the Real Property Records of Denton County, Texas (the “2010 Fining Schedule”) which supplemented the 2001 Fining Policy; and

WHEREAS, the Association desires to amend the Notice by replacing the 2001 Fining Policy attached thereto as Exhibit B-4 as well as the 2010 Fining Schedule with the Covenant Enforcement Policy and Fining Schedule attached hereto as **Exhibit A** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

EXHIBIT "A"

Covenant Enforcement Policy and Fining Schedule

**THE HOMESTEAD AT CARROLLTON, PHASE I
HOMEOWNERS' ASSOCIATION, INC.**

COVENANT ENFORCEMENT POLICY AND FINING SCHEDULE
(Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, The Homestead at Carrollton, Phase I Homeowners' Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for the Homestead at Carrollton, Phase I (the "Declaration"), the Bylaws of The Homestead at Carrollton, Phase I Homeowners' Association, Inc. (the "Bylaws"), any guidelines, any policies, and any rules and regulations adopted by the Board pursuant to the Declaration (collectively, the "Restrictions"); and

WHEREAS, pursuant to Article VIII, Section 8.01(a) of the Bylaws, if, as and when the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Restrictions by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the establishment of a system of fines and/or penalties enforceable as special individual assessments; and

WHEREAS, the Board recorded a Covenant Enforcement and Fining Policy on or about December 11, 2001, as Instrument No. 2001-133928 of the Real Property Records of Denton County, Texas (the "2001 Fining Policy"); and

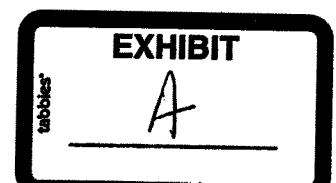
WHEREAS, the Board also recorded a Memorandum of a Fining Schedule on or about December 29, 2010, as Instrument No. 2010-129667 of the Real Property Records of Denton County, Texas (the "2010 Fining Schedule") which supplemented the 2001 Fining Policy; and

WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Residential Property Owners Protection Act (the "Act") the Board of Directors of the Association desires to replace the 2001 Fining Policy and the 2010 Fining Schedule with the following policies and procedures for the enforcement of the restrictive covenants set forth in the Restrictions and for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Restrictions and for the elimination of violations of the Restrictions and the same are to be known as the "Covenant Enforcement Policy and Fining Schedule" (to be referred to herein as the "Enforcement Policy").

I
EXEMPTED ACTIONS/REMEDIES

This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking to recover unpaid assessments and/or is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Area based upon a violation that occurred on the



Common Area and involved a significant and immediate risk of harm to others in the community, or a counterclaim of the Association in a lawsuit brought against the Association by a property owner.

II **GENERALLY**

The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Restrictions; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Restrictions or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

The definitions contained in the Association's Restrictions are hereby incorporated herein by reference. For purposes of this Enforcement Policy, "Lot" shall have the same meaning as "Lot" as defined in Article One, Section 1.11 of the Declaration.

III **VIOLATION**

Any condition, conduct, use, activity, or improvement which does not comply with the provisions of the Restrictions shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are examples of acts considered incurable for purposes of this Policy:

- a. shooting fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. property damage, including the removal or alteration of landscape; and
- e. holding a garage sale or other event prohibited by the Restrictions.

The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

IV
OPTIONAL COURTESY NOTICE

Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail, email, or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Courtesy Notice will give the Owner a deadline for correction or cure. The Board or its delegate may proceed immediately to the notice below and is not required to send this Courtesy Notice.

V
NOTICE OF VIOLATION

If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will send the Owner of the Lot in question a written notice of the Violation(s) by verified mail at the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Restrictions and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will provide, as applicable, the following:

1. Describe the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
2. Inform the Owner that the Owner:
 - a. is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the Violation is of a curable nature and does not pose a threat to public health or safety,
 - b. may request a hearing under Section 209.007 on or before the 30th day after the date the Notice of Violation was mailed to the Owner; and
 - c. 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. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and

4. Notify the Owner that if a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before the 30th day after the date of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

VI

OWNER'S RIGHT TO REQUEST A HEARING

If the Owner is entitled to an opportunity to cure the violation, 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. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation; (ii) if 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; or (iii) the Association temporarily suspends a person's right to use common areas if the temporary suspension 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.

If the Owner is entitled to a hearing and timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the board receives the Owner's written request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

The Owner or the Association may make an audio recording of the meeting.

Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day period, the Owner is entitled to an automatic 15-day postponement of the hearing.

During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

VII

REFERRAL TO LEGAL COUNSEL

Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the

compliance against the Lien in the real property records, seeking immediate relief against the Owner to enforce or adhere to the Violation, and/or filing suit to collect fines and/or costs incurred for work, maintenance or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner. Fines may be levied as special individual assessments pursuant to Article VIII, Section 8.01(a) of the Bylaws.

VIII
CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violations of the covenants and the schedule of fines for each such category. These categories and schedules are attached hereto as Exhibit A.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of said on 24 October 2013 and has not been modified, rescinded or revoked.

DATE 24 October 2013


President/Secretary

EXHIBIT A

SCHEDULE OF FINES

The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation. Initial Fines, 2nd Fines and Additional Fines may double for repeat offenders of the same or similar Violation.

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

<u>CATEGORY OF VIOLATION</u>	<u>TYPE</u>	<u>INITIAL FINE</u>	<u>2ND AND ADDITIONAL FINES</u>
Single-Family/Business Use	Curable	Up to \$500	Up to \$1000 per month
Nuisance/Noxious/Offensive Conduct	Uncurable	Up to \$500 (one-time)	N/A
Nuisance/Noxious/Offensive Conduct	Curable	Up to \$500	Up to \$1000 per month
Architectural Violations			
Failure to Submit Plans	Uncurable	Up to \$500 (one-time)	N/A
Failure to Construct Per Approved Plans (Modification Denied)	Curable	Up to \$500	Up to \$500 per month
Failure to Construct Per Approved Plans (Modification Allowed)	Curable	Up to \$10,000 (one-time)	N/A
Parking & Vehicle-Related Violations	Curable	Up to \$500	Up to \$1000 per month
Parking & Vehicle-Related Violations	Uncurable	Up to \$500 (one-time)	N/A
Pet & Animal (Livestock) Violations	Curable	Up to \$500	Up to \$1000 per month
Pet & Animal (Livestock) Violations	Uncurable	Up to \$500 (one-time)	N/A
Maintenance, Construction, Landscaping & Drainage Violations	Curable	Up to \$500	Up to \$1000 per month
Maintenance, Construction, Landscaping & Drainage Violations	Uncurable	Up to \$500 (one-time)	N/A
Rules & Regulations Violations	Curable	Up to \$500	Up to \$1000 per month
Rules & Regulations Violations	Uncurable	Up to \$500 (one-time)	N/A
All Other Violations	Curable	\$100	\$250 (2 nd); \$500 (3 rd +))
All Other Violations	Uncurable	\$100 (one-time)	N/A