

Denton County
Juli Luke
County Clerk

Instrument Number: 15385

ERecordings-RP

MISCELLANEOUS

Recorded On: February 21, 2023 11:15 AM

Number of Pages: 65

" Examined and Charged as Follows: "

Total Recording: \$282.00

***** 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:

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Station: Station 21

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Corporation Service Company



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

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201**

**CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS
FOR
UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

The undersigned, as attorney for Union Park Residential Community Association, Inc., a Texas nonprofit corporation, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Union Park, recorded as Instrument No. 2019-123823 in the Official Public Records of Denton County, Texas, including any amendments and supplements thereto ("*Property*"), hereby states that the dedicatory instruments attached hereto are a true and correct copies of the following:

- (1) *Collection Policy (Exhibit A-1);***
- (2) *E-Mail Registry Policy (Exhibit A-2);***
- (3) *209 Hearing Policy (Exhibit A-3);***
- (4) *Guidelines for the Display of Certain Religious Items (Exhibit A-4);***
- (5) *Records Retention, Inspection and Production Policy (Exhibit A-5);***

(6) ***Leasing and Occupancy Rules (Exhibit A-6); and***

(7) ***Covenant Enforcement and Fine Policy (Exhibit A-7).***

All persons or entities holding an interest in and to any portion of the Property are subject to the foregoing dedicatory instruments until amended. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified, or amended by the Board of Directors.

IN WITNESS WHEREOF, Union Park Residential Community Association, Inc., has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Denton County, Texas.

**UNION PARK
RESIDENTIAL COMMUNITY
ASSOCIATION, INC.,
a Texas nonprofit corporation**

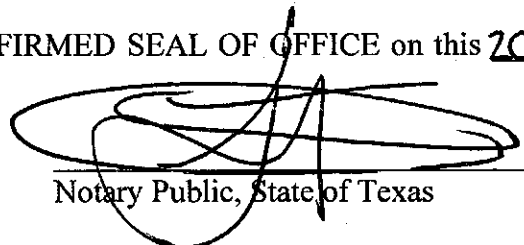
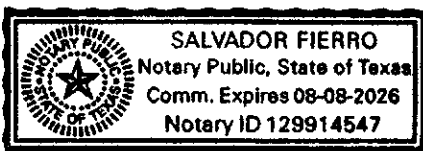


By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Union Park Residential Community Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 20th day of February, 2023



Notary Public, State of Texas

Exhibit A-7

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

("Enforcement Policy")

In the event of a conflict of interpretation between the provisions set forth in the Governing Documents, hereinafter defined, of Union Park Residential Community Association, Inc., a Texas non-profit corporation, and this Enforcement Policy, this Enforcement Policy shall govern as the conflict relates to the content set forth herein. If the Act or TNCL, hereinafter defined, are hereafter amended or changed, this Enforcement Policy shall be interpreted in a manner which conforms to the provisions of the Act or the TNCL, whichever is applicable with respect to books and records of property owner associations. Any capitalized terms not defined herein shall have the meaning as set forth in the Governing Documents.

DEFINITIONS:

"Act." Chapter 209 of the Texas Property Code applicable to property owners' associations, as amended from time to time.

"Architectural Review Committee or ARC." The architectural review authority established in accordance with the Declaration.

"Association." The Union Park Residential Community Association, Inc., a Texas non-profit corporation, and its successors and assigns, organized under the TNCL, and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents, whose address for notice purposes is reflected on the most current management certificate filed under Texas Property Code Section 209.004, as may be changed by the Association from time to time.

"Board." The board of directors of the Association.

"Business Day." A day other than Saturday, Sunday, or a state or federal holiday.

"County." Denton County, Texas.

"Declaration." That certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Union Park Residential Community, recorded under Instrument No. 2019-123823, Real Property Records of Denton County, Texas, as may be amended and supplemented from time to time.

"Governing Documents." Those documents listed in Section 2.4 of the Declaration, this Enforcement Policy, Amended and Restated Rules and Regulations, Architectural Guidelines, and any other restrictions and dedicatory instruments filed of record in the County, as each may be amended from time to time.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices, or authorities for any governmental entity (federal, State, County, district, municipal, or otherwise) whether now or hereafter in existence.

"Legal Requirements." All current judicial decisions, statutes, rulings, rules, regulations or ordinances of any Governmental Authority applicable to the books and records of the Association.

"Manager." Any professional manager or management company that is engaged by the Association to perform any of the duties, powers or functions of the Association.

"Members." Collectively, all Owners of Lots; and individually, a "Member", including Class A Members and Class B Member.

"Membership." The rights and obligations associated with being a Member of the Association.

"Owner." Any Person (including Declarant) owning fee title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing

"Real Property Records." The records of the office of the county clerk of the County where instruments concerning real property are recorded.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

ENFORCEMENT POLICY:

WHEREAS, the Board is the entity responsible for the operation of the Association, pursuant to and in accordance with that certain Declaration and Bylaws of the Association and has the authority to enforce the provisions of the Declaration, and power to promulgate and enforce the provisions of the Governing Documents, including establishing and imposing reasonable monetary fines or penalties for violations; and

WHEREAS, the Board has authority pursuant to the Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

WHEREAS, the Board has and does hereby find the need to establish rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist.

NOW THEREFORE, IT IS RESOLVED that the following rules, regulations, and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations.

1. Establishment of a Violation.

a. Failure to Obtain Prior Approval. Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed or altered on any Lot which (i) requires the prior approval of the improvement by the ARC and (ii) has not been first approved by the ARC is deemed a "Violation" under this Enforcement Policy for all purposes.

b. Failure to Abide by the Governing Documents.

(i) Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

(ii) Any violation of the Governing Documents or noncompliance of a deed restriction covenant is deemed a "Violation" under this Enforcement Policy for all purposes.

c. Common Violations. Exemplar violations are outlined in Exhibit 1 titled "Common Violations". This is not an exhaustive list of Violations.

2. Notification.

a. Initial Notice (Courtesy Notice). Upon verification of the existence of a Violation by the Association or the Manager, the Association may send to the Owner a written notice of the Violation ("*Initial/Courtesy Notice*"). The Initial/Courtesy Notice will generally inform the Owner of the following:

(i) The nature, description, and location of the Violation; and

(ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within seven (7)^{1,2} days of the date of the Initial/Courtesy Notice to avoid further enforcement measures; and

1 For purposes of this Enforcement Policy, the term "days" shall mean Calendar Days.

2 The Board may require certain Violations be cured within three (3) days from the date of the letter.

- (iii) A statement that if the Violation has already been cured, remedied, corrected or plans and specifications for the subject improvement have been submitted to the ARC, to disregard the notice.

The Association may, but is under no obligation, to send one (1) or more Initial/Courtesy Notice(s).

b. Notice of Violation. If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ARC, or the ARC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than seven (7) days from the date of the Initial/Courtesy Notice, the Association shall send to the Owner written notice ("*Notice of Violation*") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days), no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated by the date specified in 2(b)(i), any attorneys' fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ARC; and
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and
- (vi) In the event the Violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine. The following are examples of acts considered incurable: (1) shooting fireworks; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; and (4) holding a garage sale or other event prohibited by a dedicatory instrument; and
- (vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member

shall send written notice of the active-duty military service to the sender of the Notice of Violation immediately; and

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail, and shall advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, *i.e.*, 33 days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

c. **Failure to Remedy and Notice of Fine.** Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot by the date specified in the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine ("*Notice of Fine*") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "*Notice of Fine Date*."

d. **Fine Structure.** Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board and an Initial Fine of not less than \$50.00 may be imposed for failure to remedy or cure the Violation. In the event the Owner fails to respond or comply by remedying or curing the Violation within fourteen (14) days after the Initial Fine, additional fines may be imposed as follows:

Curable Violations	
Initial Fine	\$50.00
Second Fine	\$100.00
Third Fine	\$200.00
Fourth and Subsequent Fines	\$400.00
Continuous Violations	TBD
Unapproved ARC Modifications and Uncurable Violations and Violations Which Pose a Threat to Public Health or Safety	
Initial Fine	\$100.00
Second Fine	\$200.00
Third Fine	\$400.00
Fourth and Subsequent Fines	\$500.00

Fines and the frequency of fines, are to be determined by the Board, may be imposed every day that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by the Association in writing of the amount of fines accrued to Owner's account. The Board may modify, from time to time, the schedule of fines. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the Violation(s).

3. Right to a Hearing Before the Board of Directors. If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

For additional hearing procedures, including relevant provisions of the Act which been amended which govern the hearing afforded to homeowners following a notice of enforcement action, please refer to the Association's 209 Hearing Policy.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter which the Association intends to introduce at the hearing ("*Evidence Packet*"), if any. If the Board intends to produce any documents, photographs, and communications during the hearing, and does not send an Evidence Packet to the Owner in a timely manner, the Owner is entitled to an automatic 15-day postponement of the hearing. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Owner. Following the presentation by the Board, the Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or the Board may make an audio recording of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future Violations of the same or other provisions and rules by any Owner.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. **Corrective Action (Self-Help)**. Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of Declaration or duly promulgated rules and regulations or design/architectural guidelines is determined to exist pursuant to any provision of this Enforcement Policy, the Manager, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Association, in its reasonable judgment, determines that such Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Manager is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. The Association, through the Manager, must first provide the Owner with an Initial/Courtesy Notice as provided above. Should the Violation not have been remedied by the Owner within fourteen (14) days from the date of the Initial/Courtesy Notice, then the Association must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("*Notice of Corrective Action*"). The Notice of Corrective Action shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail, and include an opportunity for the Owner to cure the Violation prior to the undertaking of any corrective action.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, its agents and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. **Referral to Legal Counsel**. Where a Violation is determined to exist by the Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. **Notices**.

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

- (i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty to keep an updated electronic mail address registered with the Association.

- (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

b. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, any notice or communication from the Association or the Manager pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to the Owner at the address on record with the Association. The Association may, as a courtesy, also provide notice to the tenant.

7. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Association that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by the Association of the consequences of the future Violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by the Association, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction Violations of the same or other provisions and rules by any person.

8. Repeated Violation of the Same Provision of the Governing Documents. Whenever an Owner, who has previously cured or eliminated a Violation after receipt of an Initial/Courtesy Notice, commits a separate Violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, the Association shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, pursue the procedures set forth herein as if the Violation had never been cured or eliminated, and the Owner shall not be entitled to a hearing pursuant to Section 209.007 of the Texas Property Code. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial/Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated Violation, the Board shall be authorized to double the fine amount.

9. Payment of Violation Fines. Payment of the violation fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the Violation. All Violations

must be corrected and brought into compliance with the Governing Documents. If there is a subsequent Violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant(s).

10. **Authority of The Manager To Act.** The Board hereby authorizes and empowers the Manager to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Section 209.0051(h) of the Act, including levying of violation fines, without further action by the Board.

11. **Binding Effect.** The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of Violations by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

12. **Definitions.** The definitions contained in Association's Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Association has caused this Enforcement Policy to be duly executed by an authorized officer of the Board on the 14 day of February, 2023, and to be effective as of the date this Enforcement Policy is recorded in the Real Property Records of the County.

**UNION PARK RESIDENTIAL
COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation**

By: Elaine Ford
Name: Elaine Ford
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on Feb 16, 2023, by Elaine Ford, President of Union Park Residential, a Texas nonprofit, on behalf of said corporation. Community Association

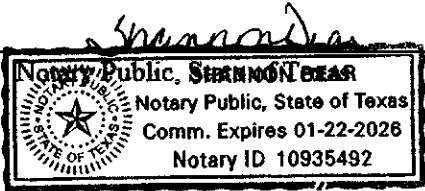


EXHIBIT 1

Common Violations*

Holiday decorations (if not timely removed at conclusion of the holiday)
Property used for storage (boats, vehicles, ATVs, golf carts, trailers, oversized work trucks and any other oversized vehicle, etc.)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days
Debris or refuse on property
Unapproved signs in yards or on property, including commercial/vendor signs
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood, replacing missing or dilapidated fences, fence staining, sagging gutters, damaged garage door, replacing broken light fixtures, etc.)
Exterior painting needed (ex: house, front door, siding)
Failing to mow lawn on rear entry of property, including removal of weeds
Planting unapproved plants and/or trees
Modification, and/or addition made to Property without prior approval from the ARC
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable
Recreational, sports equipment stored on Lot
Unapproved roof
Recreational equipment stored on Lot
Failure to maintain flower bed and re-mulch beds and tree rings
Violations of the leasing or occupancy related rules

* This is not an exhaustive list of violations.