

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 15385

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MISCELLANEOUS

Recorded On: February 21, 2023 11:15 AM

Number of Pages: 65

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" Examined and Charged as Follows: "

Total Recording: \$282.00

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

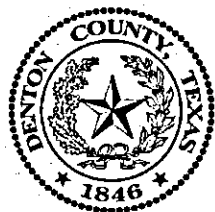
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 15385  
Receipt Number: 20230220000027  
Recorded Date/Time: February 21, 2023 11:15 AM  
User: Kraig T  
Station: Station 21

**Record and Return To:**

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**

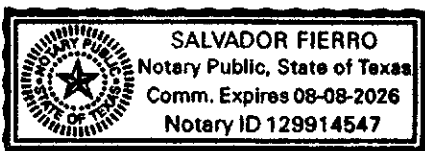
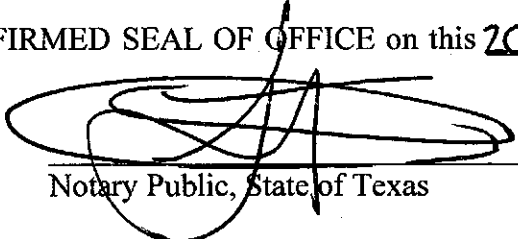


By: \_\_\_\_\_  
Its: Attorney

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 20<sup>th</sup> day of February, 2023

\_\_\_\_\_  
Notary Public, State of Texas

# Exhibit A-1

**COLLECTION POLICY  
FOR  
UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

**("Collection 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 Collection Policy, this Collection Policy shall govern as the conflict relates to the content set forth herein.

**DEFINITIONS:**

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

**"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.

**"Assessments."** Those assessments and charges described in Article VI of the Declaration and as may be further described in the remaining Governing Documents.

**"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.

**"Declarant Control Period."** That certain time period during which Declarant is in control of the Association as more particularly described in the Declaration.

**"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 Collection 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.

**"Minute Book."** The minute book of the Association, which shall contain that certain information and documentation as it relates to the Board and the Association as may required by the Governing Documents including but not limited to the notices provided for and minutes taken of all annual and special meetings of the Members and the Board and all resolutions of the Board.

**"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.

### **COLLECTION POLICY:**

**WHEREAS**, as provided in Article VI, Sections 6.1 and 6.3 of the Declaration, each Owner of a Lot is obligated to pay Assessments, as defined in the Declaration, to the Association; and

**WHEREAS**, Initiation Assessments are levied in accordance with Article VI, Section 6.1(a) of the Declaration; and

**WHEREAS**, Regular Assessments are determined as set forth in Article VI, Section 6.1(b) of the Declaration; and

**WHEREAS**, Special Assessments are levied in accordance with Article VI, Section 6.1(d) of the Declaration; and

**WHEREAS**, Yard and Alarm Monitoring Assessments are levied in accordance with Article VI, Section 6.1(e) of the Declaration; and

**WHEREAS**, Individual Assessments are levied in accordance with Article VI, Section 6.2 of the Declaration; and

**WHEREAS**, Community Benefit Fund Fees are levied in accordance with Article VI, Section 6.10 of the Declaration; and

**WHEREAS**, all sums assessed against any Lot pursuant to the Declaration, together with costs of collection, reasonable attorney's fees, and interest, are secured by a continuing lien on such Lot in favor of the Association as provided in Article 6 of the Declaration; and

**WHEREAS**, pursuant to the Governing Documents, the Board has the right to enforce the provisions of the Declaration including, without limitation, the right to assess and collect Assessments from Owners.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of Assessments owing and to become owing by Owners to the Association, known as the "*Collection Policy*," to be followed by the Association in the discharge of its responsibilities regarding collection of Assessments against Lots:

**1. Ownership Interests.** Pursuant to Article VI of the Declaration, the person who is the Owner of a Lot at the time the Assessment became due is personally liable for the payment of that Assessment. As used herein, the term "*Delinquent Owner*" refers to that person who held title to a Lot on the date an Assessment became due. As used herein, the term "*Current Owner*" refers to that person who holds title to a Lot on any relevant due date, delinquency date or collection action referenced herein. Unless expressly denoted otherwise, the "*Owner*" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

**2. Due Dates.** The Regular Assessments are due by the first (1<sup>st</sup>) day of February and August of each year the Assessment falls due ("*Due Date*"). Other Assessments shall be due as determined by the Board. The due date for the Assessments shall be collectively referred to in this Collection Policy as the "*Due Date*".

**3. Delinquency Date.** Unless otherwise provided by the Board, any Assessment not paid by the 30<sup>th</sup> day following the Due Date shall be delinquent ("*Delinquency Date*").

**4. Required Notices and Correspondence.**

**Late Notice.** If an Assessment is not paid by the Delinquency Date, the Association may send one or more reminders ("*Late Notice*") with a statement of account to the Owner

reminding the Owner that the Assessments(s) is past due and requesting immediate payment.

Default Letter. No sooner than thirty (30) days following the Due Date, the Association will send another reminder ("*Default Letter*") to the Owner making formal demand for immediate payment of all outstanding amounts. The Default Letter will be sent via certified mail, and first-class United States mail, and will include the following information:

- a. The Default Letter will specify each delinquent amount (the unpaid Assessments, interest, late charges, and handling charges) incurred.
- b. The Default Letter will also specify the total amount of the payment required to make the account current.
- c. The Default Letter will describe the options the Owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the Association.
- d. The Default Letter will inform the Owner that: (i) if the delinquency is not cured in full, including all accrued interest and other charges then owing, within forty-five (45) days of the date of the Default Letter, or (ii) if the Owner has not entered into a payment plan with the Association, within forty-five (45) days of the date of the Default Letter, the delinquency may be referred to the legal counsel for the Association for further collection action, including the possibility of seeking foreclosure of the Assessment lien, and that once such referral has occurred the Owner will then become additionally liable for all legal fees and related costs incurred.
- e. If applicable, the Default Letter shall inform the Owner that if the delinquency is not cured or the Owner fails to deliver a timely written request for a hearing with the Board to discuss and verify facts and attempt to resolve the matter, the Association will suspend the Owner's common area/amenity use privileges. **The Board may suspend the Owner's right to use the recreational facilities within the common areas and/or suspend any other services provided by the Association until such time the delinquency or debt is satisfied.** This includes, but is not limited to, the Owner's right to use, as applicable, the community swimming pool, the amenity/community center, and pavilion area as well as the Owner's right to participate in Association-sponsored events.

**5. Interest and Late Charge.** Any Assessment not paid by the Delinquency Date may, at the discretion of the Board, accrue at the rate of 18% per annum from the Delinquency Date until paid, along with a monthly late charge of \$25.00 from the Delinquency Date until paid. Said amounts are subject to change as determined by the Board.

**6. Alternative Payment Schedule.** Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the



Association in certain circumstances.

Upon request of an Owner, the Association shall allow such Owner to pay any delinquent Assessments. The minimum payment schedule term is three (3) months and the maximum payment schedule term is six (6) months with equal payments due on the same day of each month. In order to request an Alternative Payment schedule, the delinquent Owner must send written or email request to the Association within ten (10) Business Days of the date such Assessments is due. If a written request is made in a timely manner, the Association will within ten (10) Business Days of the date such request is received, notify such Owner of (i) the amount of each monthly payment request under the Alternative Payment Schedule, which amount shall include reasonable costs associated with administering the Alternative Payment Schedule and interest on the delinquent amounts (but shall not include any other monetary penalties), and (ii) the dates on which the monthly installments requested under the Alternative Payment Schedule are due. Late fees, collection charges, interest charges, and other collection fees may not be charged to an Owner who participates in and does not default under the Alternative Payment Schedule.

If, at the time the Association receives a payment from an Owner and such Owner is in default under an Alternative Payment Schedule, then the Association may apply such payment in any order determined by the Association; provided, however, that, in applying such payment, any fine or penalty assessed by the Association may not be given priority over any other amount owed to the Association. If an Owner fails to make a monthly payment in the full amount required by the Alternative Payment Schedule, the full amount of the delinquent Assessments shall be considered immediately due and payable without the necessity of any further action on the part of the Owner or the Association.

In addition, an Owner is *not* entitled to an Alternative Payment Schedule if the Owner has defaulted on a previous Alternative Payment Schedule in the last two (2) years from the date such Owner defaulted under its obligation with request to such Alternative Payment Schedule.

**7. Partial or Conditioned Payment.** The Association may refuse to accept partial payments (*i.e.*, less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly return or refund the payment to the payer. A payment that is not returned or refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or continue pursuing its remedies for payment in full of all outstanding obligations.

**8. Handling Fees and Return Check Fees.** In order to recoup for the Association, the costs of collection incurred because of the additional administrative expenses associated with collecting delinquent Assessments, collection of the following fees and charges are part of the Collection Policy:

- a. Any handling charges, administrative fees, postage, or other expenses incurred by the Association in connection with the collection of any Assessments or related amount owing beyond the Delinquency Date for such Assessments will become due and owing by the Delinquent Owner.
- b. A charge not to exceed \$30.00 per item, along with all bank charges, will become due and payable for any check tendered to the Association, which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of Assessments owing with respect to such Owner's Lot.
- c. Any fee or charge becoming due and payable pursuant to this Paragraph 8 will be deemed a cost of collection and added to the amount then outstanding and is collectible to the same extent and in the same manner as the Assessments, the delinquency of which gave rise to the incurrence of such charge, fee, or expense.

**9. Application of Funds Received.** Except as allowed by law, all monies received by the Association, regardless of whether an Owner has placed a restrictive notation on the check or other form of payment, or in correspondence accompanying the payment, will be applied to amounts outstanding to the extent of and in the following order:

- a. First, to any delinquent Assessments;
- b. Next, to any current Assessments;
- c. Next, to any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any attorney's fees incurred by the Association that are not subject to subsection "c" above;
- e. Next, to any fines assessed by the Association; and
- f. Last, to any other amount owed to the Association.

**10. Ownership Records.** All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which Assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes until such time as there is actual receipt by the Association of written notification of any change in the identity or status of such Owner or its address or both. If the Association's records show that the Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this Collection Policy, will be deemed given on actual receipt by the Association's President, Secretary, Manager, or attorney.

**11. Notification of Owner's Representative.** Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

**12. Delegation of Collection Procedures.** From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to Management, an attorney, or a debt collector.

**13. Referral to Legal Counsel.** If the delinquency is not cured in full, including all other charges then owing, within forty-five (45) days of the date of the Default Letter, or (ii) if the Owner has not entered into a payment plan with the Association, within forty-five (45) days of the date of the Default Letter, Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Assessments obligation and may be collected as such as provided herein.

**14. Legal Action.** Legal counsel for the Association will take the following actions with regard to delinquencies referred to it:

- a. **Alternative Collection Remedies.** At each step in the collection process the Board, acting with input and recommendations from Management and counsel, will evaluate which remedy to pursue which appears to be in the best interest of the Association for recovery of unpaid Assessments. Determination at one point to pursue one course of action will in no way limit or impair the right of the Association to initiate action in a different or supplemental direction, provided all procedures and steps called for by the Declaration, the Bylaws and this Collection Policy are followed.
- b. **Demand Letter.** As the initial correspondence to a Delinquent Owner, counsel will send a demand letter ("*Demand Letter*") to the Owner making formal demand for all outstanding Assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Demand Letter will require the Owner to pay in full all amounts demanded within thirty (30) days of the date of the Demand Letter. The Association may skip the Demand Letter process set forth in this subsection (b) and proceed with collection procedures set forth below only to the extent allowed by law, and as may be determined from time to time by the Board.
- c. **Notice of Assessment or Unpaid Lien.** If a Delinquent Owner fails to pay the amounts demanded in the initial Demand Letter sent by counsel within thirty (30) days of the date of the Demand Letter, counsel will, upon direction from the Board and/or Management, order a search of the land records to determine a current ownership of the Lot on which the delinquency exists and cause to be

prepared and executed, and recorded in the Real Property Records of the County, a written notice of lien ("*Notice of Lien*") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the Real Property Records of the County, together with an additional demand for payment in full of all amounts then outstanding, within twenty (20) days of the date of the transmittal to the Owner of the Notice of Lien.

**d. Inferior Lien Notice of Default and Opportunity to Cure.**

(i) If there is subordinate Deed of Trust lien on the property of the Owner, then counsel will also:

(a) provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and

(b) provide the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice.

e. **Foreclosure.** In the event the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

(i) **Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure.** The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure. Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its Assessment lien.

(ii) **Judicial Foreclosure.** The Association may file suit for judicial foreclosure of the Assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's Assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's or constable's sale. The Association shall

have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

- f. **Lawsuit for Money Judgment.** The Association may file suit for a money judgment in any court of competent jurisdiction.
- g. **Bankruptcy.** Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.
- h. **Remedies Not Exclusive.** All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's Governing Documents or otherwise.

**15. Verification of Indebtedness and Compliance with the Soldiers' and Sailors' Civil Relief Act.** For so long as the collection of Assessments may be subject to the requirements of the Fair Debt Collection Practices Act ("*FDCPA*"), all communications from Management and legal counsel will include such required notices as are prescribed by the *FDCPA*, the Soldiers and Sailors Relief Act ("*SCRA*"), and the Texas Property Code. Furthermore, where an Owner requests verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The exercise of the collection rights of the Association regarding Assessments will in all ways comply with the *FDCPA*, the *SCRA*, and the Texas Property Code, to the extent such acts may apply.

**16. Independent Judgment.** Notwithstanding the contents of this details Collection Policy, the officers, directors, or Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this Collection Policy

**17. Compromise of Obligations Other than Assessments.** In order to expedite the handling of collection of delinquent Assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any handling charge, finance charge, legal fee, or any other applicable charge.

**18. Severability and Legal Interpretation.** In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Collection Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Collection Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Collection Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Collection Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED** that this Collection Policy replaces and supersedes, in all respects, all prior policies and resolutions addressing the collection of Assessments by the Association, and is effective upon its filing with the Real Property Records of the County, and shall

remain in force and effect until revoked, modified, or amended, from time to time, by the Board.

IN WITNESS WHEREOF, the Association has caused this Collection Policy to be duly executed by an authorized officer of the Board on the 16 day of February, 2022, and to be effective as of the date this Collection Policy is recorded in the Real Property Records of the County.

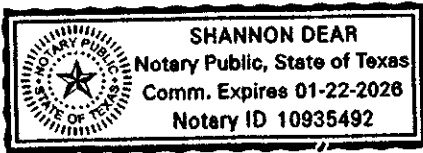
**UNION PARK RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,  
a Texas nonprofit corporation**

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, Inc.

Shannon Dear  
Notary Public, State of Texas



# Exhibit A-2

**E-MAIL REGISTRY POLICY  
FOR  
UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

**("E-Mail Registry 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 E-Mail Registry Policy, this E-Mail Registry 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 E-Mail Registry 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.

**"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.

**"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.

### **E-MAIL REGISTRY POLICY:**

**WHEREAS**, the Board desires to establish a means by which Members of the Association can formally register their electronic mail address ("**E-Mail Registry**") for purposes of receiving certain official notifications from the Association; and

**WHEREAS**, an E-Mail Registry is the proper way for the Association and the Manager to manage and keep track of the electronic mail address through which Members of the Association request to receive notification via electronic mail now that the same is permitted and/or required under certain circumstances by applicable law; and

**WHEREAS**, no such official E-Mail Registry exists for the purposes contemplated by applicable law.

**NOW, THEREFORE, BE IT RESOLVED** that an E-Mail Registry shall be established by the Association for the benefit of the Members, and Members, in order to have an electronic mail address officially registered with the Association, must comply with the following conditions:

1. The Association or Manager shall promulgate a form (the "*Fob/Mailbox Form*") which shall be sent via US Mail or email to each current Member (one Fob/Mailbox Form to be sent to each household). The Fob/Mailbox Form will be included as part of the Resale

Certificate Package and/or "New Member" Packet, as determined by the Board, in order to allow individuals who become Members after the date of this E-Mail Registry Policy to enroll in the E-Mail Registry.

2. Any Member who wishes to formally register his or her electronic mail address with the Association must fully and properly complete the Fob/Mailbox Form and return same to the Manager.
3. The Member is responsible for registering his or her electronic mail address(es) with the E-Mail Registry. Once registered, the Association will send certain official notifications to the Member's electronic mail address(es).
4. Once a Member has registered his or her electronic mail address with the E-Mail Registry, neither the Association, the Board nor Manager shall have any responsibility whatsoever to ensure that said Member maintains an updated or correct electronic mail address with the E-Mail Registry.
5. A Member who has enrolled his or her electronic mail address in the E-Mail Registry bears the sole and exclusive responsibility of notifying the Manager of any change, correction, or update in said Member's electronic mail address. To properly effectuate a change, correction or update in electronic mail address for the E-Mail Registry, the Member must again submit a Fob/Mailbox Form to Management.
6. Once the Manager is advised that title to a particular Lot has changed, either by voluntary or involuntary conveyance, the Manager is hereby authorized to delete the existing electronic mail address for said Lot from the E-Mail Registry.
7. Notifications to be received through the E-Mail Registry are notices of Board Meetings, if required under Section 209.0051 of the Texas Property Code, notices of meetings of the Members of the Association as allowed under the Texas Business Organizations Code.
8. Unless and until a Member sends in a Fob/Mailbox Form pursuant to the terms of this Resolution, the Association does not consider any electronic mail address it may in its possession or in its records to be part of the official E-Mail Registry by which notices required by law are to be sent via electronic mail.

**IN WITNESS WHEREOF**, the Association has caused this E-Mail Registry Policy to be duly executed by an authorized officer of the Board on the 16 day of February, 2023 and to be effective as of the date this E-Mail Registry Policy is recorded in the Real Property Records of the County.

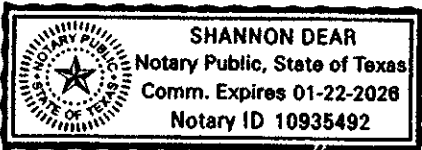
**UNION PARK RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,  
a Texas nonprofit corporation**

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 corp, on behalf of said corporation. Community Association, LLC

Shannon Dear  
Notary Public, State of Texas



# Exhibit A-3

## **209 HEARING POLICY**

*for*

### **UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

#### **("209 Hearing 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 209 Hearing Policy, this 209 Hearing 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 209 Hearing 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.

#### **RECITALS:**

1. Article VII, Section 7.15(a)(vi) and (xi) and (b)(xi), of the Association's Bylaws grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).
2. Section 209.007 of the Texas Property Code ("Act") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.
3. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Act and applicable provisions in the Dedicatory Instruments.
4. This 209 Hearing Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

#### **BOARD HEARING PARAMETERS**

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy (as applicable), the following parameters will govern the Board Hearing:

##### **I. Definitions**

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

"ARC." means the Association's Architectural Control Committee, as defined by Section 209.00505 of the Act.

"ARC Notice." means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this 209 Hearing Policy.

"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.

"Association Records." Those books and records of the Association as more particularly described in Article I of the Records Policy.

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

"Board Hearing." Means any hearing before the Board pursuant to this 209 Hearing Policy.

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

"County." Denton County, Texas.

"Declarant Control Period." That certain time period during which Declarant is in control of the Association as more particularly described in the Declaration.

"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.

"Dedicatory Instrument." Has the meaning as defined by Section 209.002(4) of the Act.

"Governing Documents." Those documents listed in Section 2.4 of the Declaration, this 209 Hearing 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.

"Hearing Notice." Means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this 209 Hearing Policy.

**"Hearing Packet."** Means the packet provided to the Owner by the Association pursuant to Section IV(B) of this 209 Hearing Policy.

**"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.

**"Minute Book."** The minute book of the Association, which shall contain that certain information and documentation as it relates to the Board and the Association as may be required by the Governing Documents including but not limited to the notices provided for and minutes taken of all annual and special meetings of the Members and the Board of Directors and all resolutions of the Board.

**"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.

## **II.**

### **Rules Applicable to All Hearings**

A. The Board Hearing shall be held no later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a Board Hearing. The Board or Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

B. The Board shall provide a Hearing Notice setting forth the date, time, and place of

the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

C. Owners are expected to provide a list of anticipated participants (including but not limited to witnesses and Owner representatives) and copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the issue will be deemed to be resolved in favor of the Association.

E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues, the number of exhibits, and whether witnesses will be presented. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.

F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).

G. Either party may make an audio recording of the Board Hearing. The Owner is requested not to share, distribute, or otherwise make the audio recording available to other persons.

H. This 209 Hearing Policy does not apply to instances where 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. Further, this 209 Hearing Policy does not apply to a temporary suspension of a person's right to use Common Areas that 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. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this 209 Hearing Policy.

I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.



J. In accordance with Section 209.007(e) of the Act, an Owner or the Board may use alternative dispute resolution services.

### III.

#### **Additional Rules Applicable to Hearings in Connection with Denial of an ARC Application**

A. In accordance with Section 209.00505(d) of the Act, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:

- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
- b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner.

B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Act.

C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Dedicatory Instruments.

### IV.

#### **Additional Rules Applicable to Other Hearings**

A. Subject to the exceptions set forth in Section II(H) of this 209 Hearing Policy, this Section IV shall apply to Board Hearings in connection with:

- a. the levying of fines for violations of the Dedicatory Instruments;
- b. suspension of an Owner's right to use the Common Areas;
- c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
- d. charging an Owner for property damage; or
- e. reporting of any delinquency of an Owner to a credit reporting service.

B. The Board shall include with the Notice, a Hearing Packet containing all

documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.

C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.

D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or any witnesses.

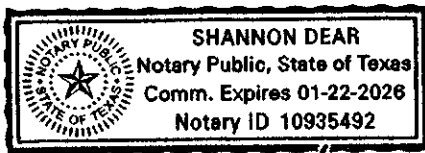
IN WITNESS WHEREOF, the Association has caused this 209 Hearing Policy to be duly executed by an authorized officer of the Board on the 16 day of February, 2023 and to be effective as of the date this 209 Hearing Policy is recorded in the Real Property Records of the County.

**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 Community Association, Inc. a Texas non profit, on behalf of said corporation.



Shannon Dear  
Notary Public, State of Texas

# Exhibit A-4

**GUIDELINES FOR THE  
DISPLAY OF CERTAIN RELIGIOUS ITEMS  
FOR  
UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

**("Religious Display 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 Religious Display Policy, this Religious Display 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 Religious Display 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.

**"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.

**"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 Religious Display 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.

### **RELIGIOUS DISPLAY POLICY:**

- (1) This Policy is promulgated pursuant to Section 202.018 of the Act and outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy.
- (2) A person may display or affix on Owner's or resident's property or dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief.<sup>1</sup>
- (3) If displaying or affixing of a religious item on the Owner's or resident's property or dwelling violates any of the following covenants, then the Association or Manager may remove or require the removal of the item(s) displayed that –

---

<sup>1</sup> For purposes of this Religious Display Policy, a sincere religious belief relates to the faithful devotion to a god or gods, the supernatural or belief that addresses fundamental and ultimate questions having to do with deep and imponderable matters. A religion is comprehensive in nature; it consists of a belief-system as opposed to an isolated teaching. Religious displays are different than signs or other figures related to a cause.

- (a) threaten the public health or safety;
- (b) violate a law other than a law prohibiting the display of religious speech;
- (c) contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (d) is in a location other than the Owner's or resident's property or dwelling, *i.e.*, installed on property owned or maintained by the Association or the Highway 380 Municipal Management District No. 1, or owned in common by two or more Members of the Association;
- (e) is located in violation of any applicable building line, right-of-way, setback, or easement; or
- (f) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

(4) **Display Parameters:**

- (a) All religious displays must be located within 5' of the dwelling's frontmost building line (*i.e.*, within 5' of the front facade of the dwelling.)
- (b) Displays may not be located within building setbacks.
- (c) No portion of the display may extend above the lowest point of the dwelling's front roof line.
- (d) All displays must be kept in good repair.
- (e) Displays may not exceed 5' in height x 3' in width x 3' in depth.
- (f) The number of displays is limited to three (3).
- (g) This paragraph 4 shall not apply to seasonal religious holiday decorations as described in paragraph 5.
- (h) All religious item displays other than seasonal religious displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the dwelling's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), then the approval must be received from the Board.

- (5) Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Easter, Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Unless otherwise provided by the Declaration, seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 7 days after the holiday in question except that Christmas may be maintained Thanksgiving to January 15.

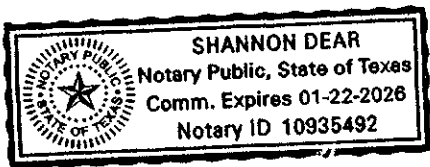
IN WITNESS WHEREOF, the Association has caused this Religious Display Policy to be duly executed by an authorized officer of the Board on the 16 day of February, 2023, and to be effective as of the date this Religious Display Policy is recorded in the Real Property Records of the County.

**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, Inc.



Shannon Dear  
Notary Public, State of Texas

# Exhibit A-5



**RECORDS RETENTION, INSPECTION AND PRODUCTION POLICY  
FOR  
UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

**("Records 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 Records Policy, this Records 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 Records 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.

**I. DEFINITIONS:**

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

**"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.

**"Association Records."** Those books and records of the Association as more particularly described in Article I of this Records Policy.

**"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.

**"Declarant Control Period."** That certain time period during which Declarant is in control of the Association as more particularly described in the Declaration.

**"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 Records 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.

**"Minute Book."** The minute book of the Association, which shall contain that certain information and documentation as it relates to the Board and the Association as may be required by the Governing Documents including but not limited to the notices provided for and minutes taken of all annual and special meetings of the Members and the Board of Directors and all resolutions of the Board.

**"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.

## **II. RECORD RETENTION:**

A. **Required Records.** The Association will, at a minimum, retain the following Association Records, in the manner and for the length of time as follows:

1. Governing Documents – the Governing Documents of the Association, including but not limited to, the Certificate of Formation, the Bylaws, the Declaration, and any and all other dedicatory instruments, guidelines rules, regulations and policies and all amendments thereto, shall be kept permanently and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.
2. Financial Books and Records – financial books and records of the Association shall be retained for at least seven years and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.
3. Owner Account Records – records of accounts of Owners shall be maintained by the Association for at least five years and may be kept in electronic format and in any other suitable manner as determined by the Board.
4. Lists – current lists of the names and addresses of Members, Board members, officers and Architectural Control Committee or other committee members of the Association shall be maintained at all times by the Association and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.
5. Contracts – contracts with a term of one year or more shall be retained for at least four years after the expiration of the contract term and may be kept in electronic format and in any other suitable manner as determined by the Board.
6. Member and Board of Directors Meeting Minutes – the meeting minutes of all Member and Board meetings shall be kept permanently and shall always be placed in the Minute Book. The Association may also keep meeting minutes in electronic format or in any other suitable manner as determined by the Board.
7. Tax Returns – annual tax returns filed for the Association shall be retained for at least seven years and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.
8. Architectural Control Committee – applications, approvals, variances, and other related documentation issued by the Architectural Control Committee shall be retained for at least five years and may be kept in electronic format and in any other suitable manner as determined by the Board.

B. Other Records. The Association will maintain certain other documents and records as required and in the appropriate manner established by the TNCL or other Governmental Authority as well as any other books and records of the Association required by the Governing Documents and as the Board deems necessary.

C. Confidential Records. As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

D. Attorney Files. Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)) are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

E. Presence of Board Member or Manager; No Removal. At the discretion of the Board or the Manager, certain records may only be inspected in the presence of a Board member or the Manager. No original records may be removed from the office without the express written consent of the Board.

**III. REQUESTS FOR INSPECTION:** The Association shall make the Association Records open and reasonably available for inspection at all times in accordance with the Act.

A. Requests. All requests to inspect and/or copy Association Records must: 1) be in writing and signed by the requesting Owner or by a person designated in a writing signed by Owner as Owner's agent; 2) contain sufficient detail of the Association Records to be inspected; 3) be mailed by certified mail to the mailing address of the Association, Manager, or other authorized representative as reflected on the most current management certificate filed of record for the Association; 4) elect to inspect the Association Records prior to obtaining copies or have the Association forward copies of the requested Association Records. The Association shall respond as appropriate to the Owner pursuant to the written request and in accordance with the Act on or before the 10th Business Day after the Association receives such request.

B. Inspection. If an inspection is required or requested, the inspection shall take place at a time set by the Board or Manager during normal business hours.

**IV. PRODUCTION AND COSTS:**

A. Delivery. If an Owner identifies certain Association Records in its written request, and the Association is in possession, custody or control of such records, the Association shall produce the requested Association Records on or before the 10th Business Day after the date the Association receives the request. If the Association is unable to produce the requested Association Records during such time period, then the Association must notify the requestor that the Association is unable to produce the information on or before the 10th Business Day after the date the Association received the written request (the "Production Notice") and set forth a date in the Production Notice by which the Association will send, or make available, the requested Association Records which date shall not be later than the 15th Business Day after the date the Production Notice is given.

B. Format. The Association may produce requested Association Records in hard copy, electronic format that prohibits alteration of the documents or other format reasonably available to the Association.

C. Costs of Production. The Association reserves the right to charge, and the Owner is responsible for paying charges, for the compilation, production and reproduction of requested Association Records including all reasonable costs for materials, labor and overhead up to the maximum amounts set forth in Title 1, Section 70.3 of the Texas Administrative Code, as may be amended, a copy of which is attached to this Records Policy as Exhibit A. The Association may require advance payment of estimated charges to produce Association Records pursuant to a written request and any shortfalls or overpayments of such estimated charges versus the actual costs to produce shall be settled in accordance with the Act.

D. Privacy. Except as otherwise provided by the Act, the Association is not required to release or allow inspection of any Association Records that: 1) identify the violation history of an Owner; 2) include an Owner's personal financial information, including any nonpayment of Assessments; or 3) provide information related to an employee of the Association, including personnel files. Information released in accordance with this Records Policy may be provided in an aggregate or summary manner in order to protect the privacy of an Owner and requested Association Records may be redacted to protect confidential, privileged, personal or protected information that is not required to be disclosed by the Act. Notwithstanding the foregoing, the Association, Board, Declarant or any of their officers, directors, employees, agents, or representatives shall not be liable for damages to an Owner, or a third party, as the result of identity theft or other breach of privacy because of the failure to withhold or redact an Owner's information unless the failure to withhold or redact the information was intentional, willful, or grossly negligent.

E. Limitations on Use. The Association Records provided to an Owner pursuant to this Records Policy may not be sold, used for any commercial purposes or any other purpose not directly related to an Owner's interest as a Member of the Association and as a property owner. The Association may bring an action against any person who violates this Article IV, Section E for injunctive relief and for actual damages to the Association caused by such violations and may recover reasonable costs and expenses, including reasonable attorney's fees, in a successful action to enforce its rights hereunder.

V. MISCELLANEOUS:

A. Online Subdivision Information. Notwithstanding this Records Policy, the Association or its Manager shall make the current version of the Governing Documents relating to the Association and filed in the county deed records available on an Internet website that is available to the Members.

B. Amendments. Notwithstanding any other provision in the Governing Documents or the Act to the contrary, the Board appointed by Declarant during the Declarant Control Period may amend this Records Policy in accordance with and pursuant to the powers granted thereto in the Governing Documents. Upon the expiration or termination of the Declarant Control Period, the Board elected by the Members may amend this Records Policy in accordance with and pursuant to the powers granted thereto in the Governing Documents. Any amendment to this Record Policy shall become effective upon its recordation in the Real Property Records of the County.

C. Effective Date. This Records Policy was unanimously adopted by the Board by written consent, a copy of which shall be kept in accordance with this Records Policy and shall be effective as of the date this policy is recorded in the Real Property Records of the County.

**IN WITNESS WHEREOF**, the Association has caused this Records Policy to be duly executed by an authorized officer of the Board on the 16 day of February, 2023, and to be effective as of the date this Records Policy is recorded in the Real Property Records of the County.

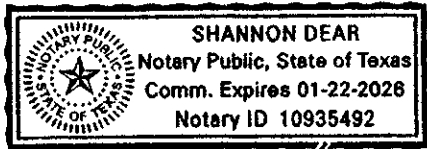
**UNION PARK RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,  
a Texas nonprofit corporation**

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, Inc.

Shannon Dear  
Notary Public, State of Texas



## **EXHIBIT A TO RECORDS POLICY**

### **Title 1, Section 70.3 of the Texas Administrative Code**

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$1.00;

(F) Non-rewritable CD (CD-R)--\$1.00;

(G) Digital video disc (DVD)--\$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50; or

(M) Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

- (1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.
- (2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.
- (3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.
- (d) Labor charge for locating, compiling, manipulating data, and reproducing public information.
  - (1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
  - (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
    - (A) Two or more separate buildings that are not physically connected with each other; or
    - (B) A remote storage facility.
  - (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
    - (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or
    - (B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.
  - (4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).
  - (5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).
  - (6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (e) Overhead charge.
  - (1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would



cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

# Exhibit A-6

**LEASING AND OCCUPANCY RULES  
FOR  
UNION PARK RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

**("Leasing 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 Leasing Policy, the Leasing 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 Leasing 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.

**"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.

**"Declarant Control Period."** That certain time period during which Declarant is in control of the Association as more particularly described in the Declaration.

**"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 Leasing 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.

### **LEASING POLICY:**

**WHEREAS**, the Board is the entity responsible for the operation of Association, pursuant to and in accordance with the Declaration and Bylaws of the Association and has the authority and right to make and amend rules and enforce provisions of the Governing Documents, including establishing and adopting reasonable rules regarding, among other things, the occupancy and leasing of Residences. Pursuant to this authority, the Association, acting through its Board, has established the following Leasing Policy; and

**WHEREAS**, pursuant to Amended and Restated Rules and Regulations, the Board has the authority to promulgate rules governing the occupancy and leasing of Residences; and

**WHEREAS**, pursuant to the Declaration, the Lots shall only be used for single-family, private residential purposes; and

**WHEREAS**, whether or not it is so stated in a lease, every lease is subject to the Governing Documents and the Owner is responsible for providing the tenants with copies of the Governing

Documents and notifying the tenants of changes thereto. Failure by the tenant or the tenant's invitees to comply with the Governing Documents, federal or state law, or local ordinance may be deemed to be a default under the lease. When the Association notifies an Owner of his or her tenant's violation, the Owner will promptly obtain the tenant's compliance or exercise his or her rights as landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain the tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The Owner of a leased Residence is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Governing Documents against the tenant.

Leasing of Residences on Lots shall be governed by the following provisions:

(1) Definitions.

"Leasing", as used in this Section, is defined as regular, exclusive occupancy of the Residence on a Lot by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. For purposes of this Section, if a Residence is owned by a trust and the beneficiary of the trust is living in the Residence, that Residence shall be considered-Owner-occupied rather than leased. For the purposes of this Leasing Policy only, a beneficiary of an Owner wherein the Owner is a Trust shall constitute an "Owner."

"Residence" shall mean a single-family residential dwelling constructed or to be constructed on any Lot, including all improvements thereon, including, but not limited to, approved temporary and accessory structures (ex: play structures, dog houses, storage sheds), and approved water features (ex: pools, spas, hot tubs).

"Residential Purposes", as used in the Governing Documents is hereby interpreted to prohibit short-term rentals of or transient stays (defined to mean any period of less than twelve (12) months) at a Residence and shall not include either of the following: (i) operating a rooming or boarding house within a Residence for any period of time; (ii) renting by the Owner of less than the entire Residence to others as a separate house-keeping unit or for leisure purposes, for any period of time. To be clear, the Board has determined that any Owner who operates or rents his or her Residence as described in either (i) or (ii) above will be in violation of, *inter alia*, of the Declaration.

(2) General. Residences may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the terms, conditions, and provisions of the Governing Documents. Subleasing and assignment of the right to occupy a Residence are expressly prohibited. No transient tenants may be accommodated in a Residence. All leases must be for an initial term of twelve (12) months, unless otherwise approved by the Board in writing, with no greater than three (3) rental agreements per year. Thereafter, a renewal or extension of the current lease or a new lease with the same tenant(s) may be of a term up to or greater than six (6)

months provided that the Owner notifies the Board of his or her intent to extend or renew the lease or enter into a new lease with the same tenant(s) on the Residence, and obtain the Board's approval prior to renewing or extending the term of an existing lease or entering into a new lease with the same tenant(s). The Board may reject any new lease or any renewal or extension of an existing lease due to two (2) or more violations of the Governing Documents by the tenant(s), provided that the Owner has been provided written notice of such violations during the term of the lease. The Owner must make available to the lessee copies of the Governing Documents. The Owner must provide a copy of the lease to the Association. **AN OWNER WHO FAILS TO SUBMIT THE INFORMATION REQUESTED HEREIN MAY NOT LEASE A RESIDENCE AS SUCH FAILURE CONSTITUTES A VIOLATION OF THIS POLICY.**

(3) Leasing and Occupancy Restrictions. In order to preserve the quality of life of other residents and high standards of maintenance and care of the Union Park subdivision and Common Areas, and to promote the residence and/or leasing of Residences by responsible individuals, a Residence may be leased in accordance with the following provisions:

(a) Notice of Intent to Lease. Whenever the Owner of a Residence has received a bona fide offer to lease the Residence and desires to accept such offer, the Owner shall give the Manager written notice of his or her desire to accept such offer and provide, at the Owner's sole cost and expense, the following information to the Board:

- (i) A copy of the rental or lease agreement, not application;
- (ii) A copy of the Town of Little Elm's registration form or letter of approval;
- (iii) The name, telephone number, email address, and current address of the prospective lessee(s) and each prospective adult occupant (over age 18);
- (iii) A criminal background report for each prospective adult occupant of the Residence. The criminal background report will not be maintained by the Association and shall not constitute a record of the Association. Alternatively, the Owner can affirm that the occupant(s) do not violate Paragraph 3(c)(ii) below. In the event the Owner fails to comply with the foregoing terms, the Association may secure a criminal background report and such expense(s) will be charged to the Owner's account.

To assist the Owner in providing the information requested above, the Owner may complete the Tenant Information Sheet, attached hereto as Exhibit A. The decision to lease a Residence is solely the Owner's decision and the receipt of information by the Association shall neither be construed or interpreted as the Association's approval or consent of the tenant nor performance of any due diligence as to the tenant's qualifications.

(b) Qualifications of Prospective Occupants and Lessees.

- (i) Occupancy. The total number of occupants allowed to reside in or occupy a Residence shall not exceed the maximum number of

occupants allowed in the Residence pursuant to any ordinance, code or regulation of the Town of Little Elm or State of Texas.

- (ii) Certain Criminals Prohibited. Owner may not lease to or allow any person to reside in or occupy a Residence who has been convicted of any felony crimes involving violence, crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

**THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES OR OCCUPANTS RESIDING WITHIN THE UNION PARK COMMUNITY HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME.**

(4) Leasing Limitations. Upon acquiring an ownership interest in a Residence, the Owner may not lease the Residence, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Residence or recording of the deed to the Residence which conveys title, whichever is earlier; provided that the Owner may lease the Residence thereon pursuant to Board approval of a hardship per Paragraph (6) below, including instances where the seller enters into a lease-back agreement for a term no greater than ninety (90) days. After the expiration of the twelve (12) month period, the Owner may lease the Residence subject to the other terms contained in this Leasing Policy. **AN OWNER WHO FAILS TO SUBMIT THE INFORMATION REQUESTED HEREIN MAY NOT LEASE A RESIDENCE AS SUCH FAILURE CONSTITUTES A VIOLATION OF THESE RULES.** The Board may adopt and enforce reasonable rules regulating leasing and subleasing.

(5) Rejection of Lease by Board of Directors. If the terms of the lease and/or the application do not meet the standards and criteria described in this Leasing Policy, then the lease may be rejected by the Board, and the Board shall notify the Owner within ten (10) Business Days after the decision is rendered in writing of the rejection of the lease. In the event the Board does not notify the Owner within ten (10) Business Days of its decision, the lease is deemed to be approved and in compliance with these Leasing Policy. Owner shall not lease to or allow anyone to reside in the Residence who does not meet the standards and criteria set out above.

(6) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more Residences prior to the twelve (12) month leasing ban in Section (4) above, of an initial term of less than twelve (12) months, or other appropriate instances as determined solely by the Board upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her primary residence and cannot, within ninety (90) days from the date the Residence was placed on the market, sell the Residence while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Residence is being administered by his or her estate; (iii)



the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residence; (iv) the Residence is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses; (v) deployment or activity military duty status in any branch of the United States of America military; or (vi) the Owner sells the residence and enters into a rent or leaseback agreement for a period not to exceed ninety (90) days from the date of sale. Those Owners who have demonstrated that the inability to lease their Residence would result in undue hardship and have obtained the requisite approval of the Board may lease their Residence for such duration as the Board reasonably determines is necessary to prevent undue hardship. Requests for hardship exemptions shall be reviewed by the Board on a case-by-case basis.

(7) Contents of Lease. Each Owner acknowledges and agrees that any lease of the Residence shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this Section. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions are to be attached to any lease as an addendum and again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee, by occupancy of a Residence, agrees to the applicability of this Section and incorporation of the following language into the lease:

**The lessee shall comply with all provisions of the Declaration, Bylaws and rules and regulations of the Association and shall control the conduct of all other occupants and guests of the leased Residence in order to ensure their compliance. Any violation of the Declaration, Bylaws or rules and regulations by the lessee, any occupant, or any person living with the lessee, that is repeated, ongoing, or threatens to public health or safety is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law.**

**The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area including, but not limited, the use of all recreational facilities and other amenities.**

(8) Compliance with Governing Documents. Each Owner shall cause all occupants of the Residence to comply with the Governing Documents and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Residence are fully liable and may be personally sanctioned for any violation. The Owner shall provide the lessee a copy of the Governing Documents.

In the event that the lessee, or a person living with the lessee, violates the Governing Documents for which a violation fine is imposed, such fine shall be assessed against the Owner. The Owner shall pay the violation fine upon notice from the Association.

The Association will notify an Owner of the occupant's violations, as required by law, and the Owner will promptly obtain the occupant's compliance or exercise his or her rights as a landlord for the occupant's breach of the lease. If the violation continues or is repeated, then the Association may exercise its rights and authority to pursue remedies of a landlord under the lease pursuant to the Declaration. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs associated with the eviction, shall be assessed as an assessment against the Residence and the Owner, such being deemed an expense which benefits the leased Residence and the Owner thereof.

(9) Exempt Owners. The leasing limitations contained in Sections (2) and (4) shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any Residence pursuant to the remedies set forth in its mortgage or security instrument provided, however, that it shall apply to any leases by any purchaser from such mortgagee and any successor to such purchaser.

(10) Grandfathering. With respect to a Residence which is subject to a valid written lease as of the effective date hereof, the Owner's only obligation is to provide a copy of the current lease agreement or, in the alternative, complete the Tenant Information Sheet attached hereto as Exhibit A. Notwithstanding this exemption for Residences already subject to a valid written lease on the effective date hereof, upon termination, extension or renewal of that lease, the Owner must comply with this Leasing Policy.

(11) Noncompliance. Subject to the exclusions provided in Sections (9) and (10), from the date of the adoption of this Leasing Policy, any lease of a Residence entered into without complete and full compliance with the terms herein, including obtaining prior written approval from the Board, shall be deemed void and of no force and effect and shall confer no interest to the purported lessee. The Association shall have the power and authority to enforce this Leasing Policy which may include, but is not limited to, levying violation fines, taking action to evict the occupants of any Residence, and filing suit for necessary damages, including injunctive relief. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OFF HIS LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH.** Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of the Residence which in the sound business judgment of the Board are reasonably necessary to monitor compliance with this Leasing Policy.

- Notwithstanding any proposed fine stated in the Association's enforcement or fine policy, the Association has the authority to levy the initial fine for each violation and recurring fines in such amounts and at such frequency as the Board, in its discretion, determines to be reasonable in light of the violation.

Violation	Fine Amount
Failure to Register	Initial Fine: \$25.00 After 15 Days: \$100.00 per week
Unauthorized Rental	\$200.00 per week
All Other Violations	Initial Fine: \$150.00 After 15 Days: \$300.00 per week

**ALL OWNERS MUST PROVIDE A CURRENT LEASE AGREEMENT TO THE ASSOCIATION. FAILURE TO PROVIDE A COPY OF THE LEASE AGREEMENT UPON REQUEST MAY SUBJECT THE OWNER TO A VIOLATION FINE FOR NONCOMPLIANCE WITH THESE RULES.**

(12) Certification. The Board is authorized to establish such policies and procedures to certify or confirm compliance of lease arrangements and this Leasing Policy. As part of the lease certification and for the additional administrative expenses, the Board may charge a reasonable lease certification fee to the Owner.

(13) No "For Rent" or "For Lease" Signs. No person may post or maintain a sign on any property advertising a Lot for rent or lease, including the Lot's yard, vehicle, windows, or Residence.

(14) Authority of 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 this Leasing Policy, without further action by the Board.

(15) Binding Effect. The terms and conditions of this Leasing 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 and Residences as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Leasing Policy, as amended by the Board.

IN WITNESS WHEREOF, the Association has caused this Leasing Policy to be duly executed by an authorized officer of the Board on the 16 day of February, 2023, and to be effective as of the date this Leasing Policy is recorded in the Real Property Records of the County.

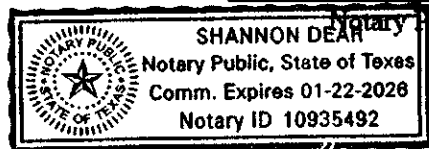
UNION PARK RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,  
a Texas nonprofit corporation

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, Inc

Shannon Dear  
Notary Public, State of Texas



# Exhibit A

# UNION PARK

## TENANT INFORMATION SHEET

PROPERTY ADDRESS: \_\_\_\_\_

OWNER'S MAILING ADDRESS: \_\_\_\_\_

PRIMARY TERM BEGINS AND ENDS AS FOLLOWS:

COMMENCEMENT DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

PROSPECTIVE TENANT'S NAME (FIRST, MIDDLE, LAST):  
\_\_\_\_\_

IS THERE A CO-APPLICANT? IF YES: NAME (FIRST, MIDDLE, LAST):  
\_\_\_\_\_

CONTACT INFORMATION FOR APPLICANT:

E-MAIL: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

CONTACT INFORMATION FOR ADDITIONAL OCCUPANT:

E-MAIL: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

NAME ALL OTHER PERSONS WHO WILL OCCUPY THE PROPERTY:

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ AGE: \_\_\_\_\_

LIST ALL VEHICLES TO BE PARKED ON THE PROPERTY:

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE/STATE: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE/STATE: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE/STATE: \_\_\_\_\_

LIST HOUSEHOLD PET TO BE KEPT ON THE PROPERTY:

TYPE and BREED: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ NEUTERED: \_\_\_\_\_ DECLAWED: \_\_\_\_\_

VACCINATION/SHOTS CURRENT: \_\_\_\_\_

**ACKNOWLEDGEMENT & REPRESENTATION:**

- (1) Signing this Tenant Information Sheet, Owner affirms and acknowledges that he/she has, as part of the tenant selection process, performed necessary and appropriate due diligence inquiries on some or all of the following factors such as criminal history credit history, current income, and rental history.
- (2) Owner affirms and represents that (i) a criminal background report for each prospective adult occupant of the Residence has been conducted and reviewed, and (ii) the prospective adult occupant(s) do not violate Paragraph 3 of the Leasing Policy –

**Certain Criminals Prohibited.** Owner may not lease to or allow any person to reside in or occupy a dwelling who has been convicted of any felony crimes involving violence, crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

- (3) Applicant represents that the statements in this Tenant Information Sheet are true and complete.
- (4) This Tenant Information Sheet shall not constitute a record of the Association and shall only be made available with the Owner's written approval or a court orders the Association to release the information.
- (5) The decision to lease a Residence is solely the Owner's decision and the receipt of information by the Association shall neither be construed or interpreted as the Association's approval or consent of the tenant nor performance of any due diligence as to the tenant's qualifications.

OWNER:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print name)

DATE: \_\_\_\_\_

# 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)<sup>1,2</sup> 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:

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

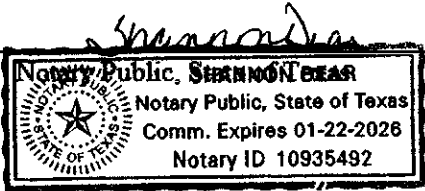
IN WITNESS WHEREOF, the Association has caused this Enforcement Policy to be duly executed by an authorized officer of the Board on the 14 day of February, 2023, and to be effective as of the date this Enforcement Policy is recorded in the Real Property Records of the County.

**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.