

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**FINE AND ENFORCEMENT POLICY**  
**for**  
**THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS    §  
  §  
COUNTY OF TARRANT   §

WHEREAS, the Villages of Woodland Springs is a residential development located in Tarrant County, Texas (the Subdivision”);

WHEREAS, the Subdivision is subject to that certain Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages of Woodland Springs, recorded on February 4, 2016, as Document No. D216023292 in the Official Public Records of Tarrant County, Texas (as amended and/or supplemented, the “Declaration”);

WHEREAS, the Declaration subjects the Subdivision to the direction of The Villages of Woodland Springs Homeowners Association, Inc., a Texas non-profit corporation (the “Association”) established pursuant to the Articles of Incorporation filed with the Texas Secretary of State on August 18, 2000 (the “Articles”);

WHEREAS, the Association is also governed by those certain Bylaws of The Villages of Woodland Springs Homeowners Association, recorded on February 24, 2012, as Document No. D212046427, in the Official Public Records of Tarrant County, Texas (as amended and/or supplemented, the “Bylaws”);

WHEREAS, the Board of Directors of the Association (the “Board”), acting on behalf of the Association, from time to time exercises its authority under the Declaration, Articles, Bylaws, and Governing Documents, as well as under applicable law, to establish certain rules, regulations, policies, and guidelines with respect to the Subdivision;

WHEREAS, Section 8.4.3 and Section 9.2.2 of the Declaration authorize the Association to levy fines against an owner and his lot if the owner or resident, or the owner or resident’s family, guests, employees, agents or contractors violate the provisions of the Declaration and/or Governing Documents; and

WHEREAS, the Board desires that the Association adopt a policy relating to the enforcement of the Declaration and Governing Documents and establish fines relating to same.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the Members of the Association, the Association hereby adopts the following Fine and Enforcement Policy (the “Policy”):

**Section 1. Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

A. Curable Violations: By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- i. a parking violation;
- ii. a maintenance violation;
- iii. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- iv. an ongoing noise violation such as a barking dog.

B. Uncurable Violation: A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- i. an act constituting a threat to health or safety;
- ii. shooting fireworks;
- iii. a noise violation that is not ongoing;
- iv. property damage, including the removal or alteration of landscape; and
- v. holding a garage sale or other event prohibited by the Governing Documents and/or other dedicatory instruments.

C. Violation that is a Threat to Public Health or Safety: Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable and does not pose a threat to public health or safety or whether the violation is uncurable and/or poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

**Section 2. Enforcement. Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

- A. **Courtesy Letter (Optional):** Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.
- B. **Violation Letter (Optional):** After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:
- i. a description of the violation;
  - ii. the action required to correct the violation;
  - iii. the time by which the violation must be corrected; and
  - iv. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.
- C. **Demand Letter:** Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.
- D. **Content of the Demand Letter:** The demand letter will include the following:
- i. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
  - ii. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
  - iii. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
  - iv. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
  - v. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.) if the Owner is serving on active military duty.

- E. **Hearing Requested:** If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Board receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.
- F. **Hearing Not Requested:** If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area and facilities, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.
- G. **Remedies:** The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration and other Governing Documents. Further, the right to use the Common Area and facilities may be suspended. In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/ or injunctive relief. A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**Section 3. Enforcement. Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.** Upon initial verification of an uncurable violation and/ or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

- A. **Content of the Demand Letter:** The demand letter will include the following:
- i. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
  - ii. if applicable or permitted, notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
  - iii. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.) if the Owner is serving on active military duty.
- B. **Hearing Requested:** If a hearing is permitted and properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Board receives the

Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

- C. Remedies: Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area and facilities, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration and other Governing Documents. Further, the right to use the Common Area and facilities may be suspended. In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief. A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

**Section 4. Subsequent Violation.** If an Owner has been given notice in accordance with Section 2 or Section 3 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area and facilities without first sending another demand for compliance.

**Section 5. Fines.** Subject to the notice provisions set forth in Section 2 or Section 3 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner in an amount determined to be appropriate by the Board of Directors. The Board may adopt and amend from time to time a schedule of fines for common types of violations.

Attached hereto as **Exhibit "A"** is the Association's current schedule of fines.

Capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

This Policy is effective upon recordation in the Official Public Records of Tarrant County, Texas, and supersedes any conflicting or inconsistent policies regarding the subjects herein. All other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

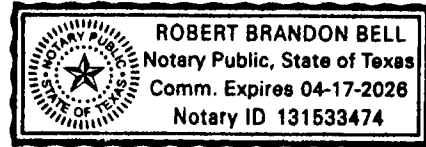
*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED this 11 day of August, 2022.

**ASSOCIATION:**

THE VILLAGES OF WOODLAND SPRINGS  
HOMEOWNERS ASSOCIATION, INC.

[Signature]  
CHAD PACK, President



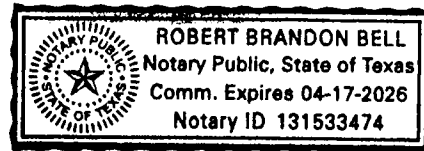
STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11 day of AUGUST, 2022 by CHAD PACK, President of The Villages of Woodland Springs Homeowners Association, Inc., acknowledged to me that he or she executed the same for the purposes set forth herein.

[Signature]  
Notary Public, State of Texas

**ACKNOWLEDGED:**

[Signature], Secretary  
JAMES M. HOUSTON IV



STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11 day of AUGUST, 2022 by JAMES HOUSTON, Secretary of The Villages of Woodland Springs Homeowners Association, Inc., who acknowledged to me that he or she executed the same for the purposes set forth herein.

[Signature]  
Notary Public, State of Texas

## EXHIBIT A

## SCHEDULE OF FINES

**The Villages of Woodland Springs Homeowners Association, Inc.**

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Fines for violations of the Declaration and Governing Documents are as follows:

A. Curable Violations.

- i. A notice will be sent to the Owner of the initial violation of the Declaration and/or Governing Documents. A fine will then be imposed against an Owner for the same or substantially similar violation of the Declaration and/or Governing Documents which shall be Twenty-Five and 00/100 Dollars (\$25.00) plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Declaration and/or Governing Documents occurs after the imposition of the initial fine, the amount of the fine will increase by Twenty-Five and 00/100 Dollars (\$25.00) for each subsequent violation. In other words, the second fine will increase to Fifty and 00/100 Dollars (\$50.00), the third fine will increase to Seventy-Five and 00/100 Dollars (\$75.00) and so on.

B. Uncurable Violations and Violations which Pose a Threat to Public Health or Safety.

- i. The amount of the initial fine imposed against an Owner for a violation of the Declaration and/or Governing Documents shall be Fifty and 00/100 Dollars (\$50.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Declaration and/or Governing Documents occurs after the imposition of the initial fine, the amount of the fine for the next violation shall be One Hundred and 00 /100 Dollars (\$100.00). If the same or a substantially similar violation of the Declaration and/or Governing Documents occurs after the violation resulting in the fine of One Hundred and 00/100 Dollars (\$100.00), each subsequent violation will result in a fine in the amount of Two Hundred and 00/100 Dollars (\$200.00).

The Board of Directors of the Association is authorized to impose lesser or greater fines, or no fines at all, for violations of the Declaration and/or Governing Documents, as determined by the Board of Directors in its sole and absolute discretion.

The Board of Directors of the Association may modify from time to time the schedule of fines.