

# The Trails of West Frisco Community Association



December 22, 2023

Homeowner  
The Trails of West Frisco Community Association  
Frisco, Texas 75033

**Re: Notice of Revised Covenant and Fining Policy**

Dear Homeowner:

Please read the below information regarding the governing documents for The Trails of West Frisco Community Association. During General Session on November 28, 2023, the Board of Directors of The Trails of West Frisco Community Association adopted the following new Covenant and Fining Policy for the enforcement of the Association's Governing Documents (to include the DCC&Rs, By-Laws, and Rules & Regulations). The policy was developed to be compliant with the new Texas State Law HB 614, passed by the 88<sup>th</sup> Legislature on June 12, 2023, which states, "A property owners' association board shall adopt an enforcement policy regarding the levying of fines by the property owners' association. The policy must include: (1) general categories of restrictive covenants for which the association may assess fines; (2) a schedule of fines for each category of violation; and (3) information regarding hearings...". **This new policy will become effective on January 1, 2024.**

To view The Trails of West Frisco Community Association new revised policies, please go to [www.townsq.io](http://www.townsq.io) then go to the documents\governing documents section where you can view this policy and all association documents for The Trails of West Frisco Community Association.

Please take a moment to review the documents and correct any current violations or submit an ARC request for any modifications planned. Please contact Customer Care at: 214-368-4030 or email [NTXCustomerCare@associa.us](mailto:NTXCustomerCare@associa.us) if you have any questions.

Sincerely,

Associa-Principal Management Group of North Texas,  
Agent for The Trails of West Frisco Community Association

Darla Mathews  
Community Association Manager

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 129534

ERecordings-RP

AMENDMENT

Recorded On: December 07, 2023 02:26 PM

Number of Pages: 12

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" Examined and Charged as Follows: "

Total Recording: \$70.00

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

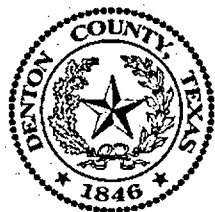
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 129534  
Receipt Number: 20231207000330  
Recorded Date/Time: December 07, 2023 02:26 PM  
User: Michael T  
Station: Station 34

**Record and Return To:**

Simplifile



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

**SUPPLEMENTAL  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR THE TRAILS OF WEST FRISCO  
[Covenant Enforcement and Fining Policy]**

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

**THIS SUPPLEMENTAL AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE TRAILS OF WEST FRISCO** (this "Supplement") is made this 16<sup>th</sup> day of December, 2023, by The Trails of West Frisco Community Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, West Frisco Development Corporation, a Florida corporation (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Trails of West Frisco" recorded on October 28, 1998, under Instrument No. 98-R0097188, of the Deed Records of Denton County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

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

**WHEREAS**, the Association desires to record the dedicatory instrument attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A-1"** is a true and correct copy of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.



**Exhibit "A"**

Covenant Enforcement and Fining Policy

**THE TRAILS OF WEST FRISCO COMMUNITY ASSOCIATION, INC.**

**COVENANT ENFORCEMENT AND FINING POLICY**

**WHEREAS**, The Trails of West Frisco Community Association, Inc. (the "**Association**") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens on and for The Trails of West Frisco (the "**Declaration**"), the Trails of West Frisco Community Association, Inc. Bylaws (the "**Bylaws**"), any Design Guidelines, and any rules and regulations adopted by the Board pursuant to the Declaration (collectively, the "**Governing Documents**"); and

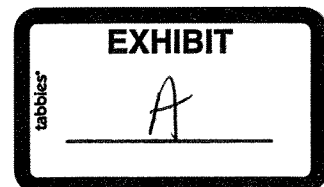
**WHEREAS**, pursuant to Article VI, Section 6.2(d) of the Declaration and Article VII, Section 7.2(b) of the Bylaws, the Board has the power to establish and amend a monetary system of fines for violations of the Governing Documents, which shall constitute a lien upon the Lot of the violating Owner, as provided in the Declaration, and to suspend an Owner's right to use the Common Properties for any period during which the Owner's Lot is in violation of the Declaration or Design Guidelines, and for any period deemed reasonable by the Association for an infraction of the rules and regulations of the Association; and

**WHEREAS**, in order to comply with the recent legislative changes to of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "**Act**"), the Board of Directors of the Association desires to adopt the following policies and procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating Owners.

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

1. **Exempted Actions/Remedies.** This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking unpaid assessments and is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, or in the event the Association temporarily suspends an Owner's right to use the Common Properties based upon a violation that occurred on the Common Properties and involved a significant and immediate risk of harm to others in the community.

2. **Generally.** The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions, and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy



are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

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

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

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

4. **Courtesy Notice.** Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "**Courtesy Notice**"). The Courtesy Notice will give the Owner a deadline to correct or cure the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth below.

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

a. A description of the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;

b. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety;

c. That the Owner may request a hearing under Section 209.007 of the Texas Property Code on or before the 30<sup>th</sup> day after the date the Notice of Violation was mailed to the Owner;

d. 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. The specific date by which the Owner must cure the Violation if the Violation is of a curable nature and does not pose a threat to public health or safety; and

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

6. **Notice of Sanction/Fine.** A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "**Notice of Sanction/Fine**") will be sent by the Association to the Owner by mail where a Notice of Violation is not required or, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

7. **Hearing.** If the Owner is entitled to an opportunity to cure the Violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. However, an Owner does not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the Violation; (ii) the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or (iii) the Association temporarily suspends a person's right to use Common Properties if the temporary suspension is the result of a Violation that occurred in the Common Properties and involved a significant and immediate risk of harm to others in the subdivision.

If the Owner is entitled to a hearing and timely requests such hearing, the Association will hold the hearing not later than the 30<sup>th</sup> day after the date the board receives the Owner's written request for a hearing and shall notify the Owner of the date, time, and place of the



hearing not later than the 10th day before the date of the hearing. The board or owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day period, the Owner is entitled to an automatic 15-day postponement of the hearing. During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

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

8. **Corrective Action.** Where the Owner corrects or eliminates the Violation(s) prior to the cure period, a fine may not be assessed for the Violation.

9. **Referral to Legal Counsel.** Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner and shall be secured by a lien on the Owner's Lot.

10. **Categories of Violation and Schedule of Fines.** The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for Violation of the Governing Documents and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A.**

11. **Notices.** Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered, or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. 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 interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

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

13. **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 Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement 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 Enforcement Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED** that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on November 28, 2023, and has not been modified, rescinded, or revoked.

DATE: 12/6/2023

  
Secretary

**EXHIBIT A**

**SCHEDULE OF FINES**

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

<b><u>CATEGORY OF VIOLATION<sup>1</sup></u></b>	<b><u>TYPE</u></b>	<b><u>INITIAL FINE<sup>2</sup></u></b>	<b><u>2<sup>ND</sup> AND ADDITIONAL FINES<sup>2</sup></u></b>
Single-Family Use	Curable	Up to \$1000	Up to \$1000 per month
Business Use	Curable	Up to \$1000	Up to \$1000 per month
Leasing Violation			
Short-Term Rental	Curable	\$1000 per day	N/A
No Notice of Lease (Lease Compliant)	Uncurable	Up to \$3000 (one-time)	N/A
Lease Non-Compliant	Curable	Up to \$500	Up to \$1000 per month
All Other	Uncurable	Up to \$500 (one-time)	N/A
All Other	Curable	Up to \$500	Up to \$1000 per month
Nuisance/Noxious/Offensive Conduct	Uncurable	Up to \$500 (one-time)	
Nuisance/Noxious/Offensive Conduct	Curable	Up to \$500	Up to \$1000 per month
Architectural Violations			
Failure to Submit Plans	Uncurable	Up to \$1000 (one-time)	
Failure to Construct Per Approved Plans (Modification Denied)	Curable	Up to \$1000	Up to \$1000 per month
Failure to Construct Per Approved Plans (Modification Allowed)	Curable	Up to \$10,000 (one-time)	N/A
Signs	Curable	Up to \$200 per day	Up to \$200 per day
Parking & Vehicle-Related Violations	Curable	Up to \$1000	Up to \$1000 per month
Parking & Vehicle-Related Violations	Uncurable	Up to \$1000 (one-time)	N/A
Pet & Animal (Livestock) Violations	Curable	Up to \$500	Up to \$1000 per month
Pet & Animal (Livestock) Violations	Uncurable	Up to \$500 (one-time)	N/A

<sup>1</sup> The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation.

<sup>2</sup> Initial Fines, 2<sup>nd</sup> Fines and Additional Fines may double for repeat offenders of the same or similar Violation.

<b><u>CATEGORY OF VIOLATION<sup>3</sup></u></b>	<b><u>TYPE</u></b>	<b><u>INITIAL FINE<sup>4</sup></u></b>	<b><u>2<sup>ND</sup> AND<sup>4</sup> ADDITIONAL FINES</u></b>
Maintenance, Construction, Landscaping & Drainage Violations	Curable	Up to \$500	Up to \$1000 per month
Maintenance, Construction, Landscaping & Drainage Violations	Uncurable	Up to \$1000 (one-time)	N/A
Rules & Regulations Violations	Curable	Up to \$500	Up to \$1000 per month
Rules & Regulations Violations	Uncurable	Up to \$1000 (one-time)	N/A
All Other Violations	Curable	Up to \$500	Up to \$750 (2 <sup>nd</sup> ); Up to \$1000 (3 <sup>rd</sup> +) )
All Other Violations	Uncurable	Up to \$500 (one-time)	N/A

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<sup>3</sup> The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation.

<sup>4</sup> Initial Fines, 2<sup>nd</sup> Fines and Additional Fines may double for repeat offenders of the same or similar Violation.