



VG-31-2024-26678

Denton County
Juli Luke
County Clerk

Instrument Number: 26678

Real Property Recordings

AMENDMENT

Recorded On: March 14, 2024 02:54 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$61.00

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

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

File Information:

Document Number: 26678
Receipt Number: 20240314000540
Recorded Date/Time: March 14, 2024 02:54 PM
User: William D
Station: Station 8

Record and Return To:

REATA RIDGE HOA



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

**SECOND AMENDMENT TO THE NOTICE OF FILING OF
DEDICATORY INSTRUMENTS FOR REATTA RIDGE**
[Second Amended and Restated Covenant Enforcement]

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

THIS SECOND AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR REATTA RIDGE (this "Notice") is made this _____ day of _____, 202____, by the Reatta Ridge Owners Association (the "Association").

WITNESSETH:

WHEREAS, on or about June 13, 2001, Reatta Ridge, Ltd. ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions & Restrictions for Reatta Ridge" as Instrument No. 2001-R0057505 of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage and regulate the planned community development established by the Declaration, which development is more particularly described in 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 condominium is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

WHEREAS, the Association desires to record the attached dedicatory instruments in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

WHEREAS, the Association desires to amend the Notice by replacing the Covenant Enforcement and Fining Policy with the Association's new Second Amended and Restated Covenant Enforcement and Fining Policy attached hereto as **Exhibit "1."**

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "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.

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

REATA RIDGE OWNERS ASSOCIATION

By: *Garrett H. DeLong*

Printed Name: GARRETT H. DELOWG III

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared *Garrett H. DeLong President* of Reatta Ridge Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

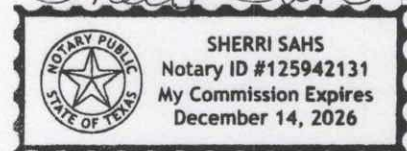
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Exhibit "1 "

REATA RIDGE OWNERS ASSOCIATION

SECOND AMENDED AND RESTATED COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Reatta Ridge Owners Association (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenant* Conditions & Restrictions for Reatta Ridge (the "Declaration"), the Bylaws of Reatta Ridge Owners Association (the "Bylaws"), and any rules and regulations, guidelines, bulletins, architectural standards, policies, and resolutions of the Association, collectively referred to herein as the "Governing Documents;" and

WHEREAS, pursuant to Article 8, Section 8.2 of the Declaration, the Association is authorized to enforce the terms, provisions and conditions of the Governing Documents, including the imposition of sanctions for violations of the Governing Documents, including but not limited to levying reasonable fines and filing suit to recover damages for injunctive relief; and

WHEREAS, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association promulgated rules/policies establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against owners, and recorded the same in the Covenant Enforcement and Fining Policy recorded under the Notice of Filing of Dedicatory Instruments for Reatta Ridge on or about April 18, 2017, as Document No. 44519 of the Deed Records of Denton County, Texas.

WHEREAS, the Board desires to amend and replace the previously recorded Covenant Enforcement and Fining Policy with this Second Amended and Restated Covenant Enforcement and Fining Policy.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the "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 collect a regular or special assessment or foreclose under the Association's lien, or is pursuing a self-help remedy. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges.

2. Generally. The steps and procedures contained in this 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 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. Report of Violation. 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 electronic email or via regular first-class mail of the discovery of a Violation(s). The Owner will have at least fourteen (14) days from the date of the First Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the second notice set forth in Paragraph 5 below.

5. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the First Notice, or if the Board or its delegate deem it appropriate to proceed without the First Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by certified mail (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the current Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including a reference to the rule or provision of the Governing Documents that is being violated and any property damage caused by the Owner, and state any fine amount due to the Association from the Owner.

b. The proposed sanction to be imposed including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies by the association or the amount claimed to be due from the owner for property damage.

c. 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, and a description of the action required to cure the Violation, as well as specify the date by which the owner must cure the violation.

d. A statement 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 recipient may, on or before thirty (30) days after the date of the Notice of Violation (the date of mailing), deliver to the Association a written request for a hearing.

f. 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 thirty (30) days from the receipt 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.

If the hearing described in e. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

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 regular first-class mail and by certified mail where, 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. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or a committee appointed by the Board affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any, authorized.

8. Appeal. Following a hearing before a committee of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within thirty (30) days after the date of the Association's written notice to the Owner of the results of the

hearing. Any hearing before the Board shall be held in the same manner as provided above for hearings before a committee appointed by the Board.

9. Referral to Legal Council. 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 collection 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 Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

a. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Governing Documents or this Enforcement Policy.

b. In the event the Owner has not cured the Violation within the requested time period (or, in the case of a reoccurring Violation, the Violation has reoccurred), has not made a timely request for a hearing, or the Board subsequent to a hearing decides to levy a fine, the Fining Schedule shall be as follows:

General Category of Violations	Fine Amount				
	1 st notice	2 nd notice	3 rd notice	Up to per month	Up to per year
Aesthetics & General Appearance Violations	\$50	\$100	\$200	\$500	\$5000
Property Use Violations	\$50	\$100	\$200	\$500	\$5000
Vehicle/Parking Violations	\$50	\$100	\$200	\$500	\$5000
Nuisance/Noise/Pets	\$50	\$100	\$200	\$500	\$5000
Construction & Maintenance Violations	\$50	\$100	\$200	\$500	\$5000
Time Critical issues (requiring HOA self-help)	\$50	\$100	\$200	\$500	\$5000
ACC Violations	\$50 - \$250 per week				
Leasing Violations	\$100 - \$500 per week				
Uncurable Violations or threat to health & safety	Up to \$500 per violation				

c. All fines & fees are due upon receipt. Fines & fees outstanding after 30 days will be subject to late fees & interest at the rate approved annually by the Board.

2. Except as amended by this Second Amendment, the Second Amended and Restated Covenant Enforcement and Fining Policy shall remain in full force and effect.

IT IS FURTHER RESOLVED that this Second Amendment is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

11. Other Remedies.

- a. suspending any Owners, lessees, occupants, invitees and licensees right to use any recreational facilities within the Common Areas; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;
- b. exercising self-help to cure violations, remove violations, and/or take any action to cure or remedy any violation or condition that violates the Governing Documents;
- c. filing suit in law or in equity, or both, to enjoin any violation or to recover monetary damages, or both;
- d. charging an Owner for property damage caused by the Owner or his or her family, guests, invitees, occupants, or lessees; and
- e. taking any other action to abate a violation of the Governing Documents.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. If the Association prevails in any action to enforce the Governing Documents, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs reasonably incurred in such action.

11. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be considered delivered by any one or more of the following methods, 1) email to the email address(s) which the Owner has designated to the Treasurer as primary and alternate email addresses if provided. 2) delivered personally to the occupant of the home. Or 3) sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing to the Treasurer of the Association.

- a) Where the notice is directed by email, the notice shall be presumed to have been delivered or received 24 hours after being sent.

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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 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.
- g) 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. Cure of Violation During Enforcement. An Owner may correct or eliminate a curable Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. If the Owner corrects or eliminates a curable Violation before the cure period provided for in the Notice of Violation, a fine may not be assessed for the Violation. If the Owner corrects or eliminates a curable Violation after the cure period provided for in the Notice of Violation, the Owner will remain liable for all costs and fines incurred or levied under this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist.

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

14. Severability and Legal Interpretation. In the event that my 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 the same on MARCH 13, 2024 and has not been modified, rescinded, or revoked.

Date: MARCH 14, 2024 President

