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Submitter: PROPERTY MANAGEMENT LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 5/19/2020 11:23 AM

Instrument #: D220113108

OPR                      7                      PGS                      \$39.00

By: Mary Louise Nicholson

D220113108

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



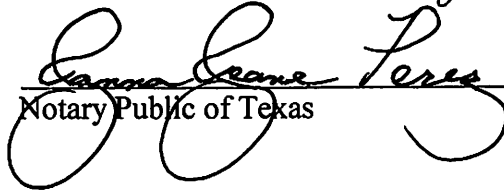
**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF TARRANT**

BEFORE ME, the undersigned authority, on this day personally appeared Dawn Kelly, authorized agent of **WYNDHAM VILLAGE HOMEOWNERS ASSOCIATION, INC.** 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 purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 4<sup>th</sup> day of May, 2020

  
Notary Public of Texas



# Wyndham Village Homeowners Association

## Covenant Enforcement and Fining Policy

Adopted: May 2020

Effective: Upon Recording

**WHEREAS, Wyndham Village Homeowners Association** (the Association) is authorized to enforce the covenants and restrictions contained in the "Declaration of Covenants, Conditions and Restrictions" for **Wyndham Village Homeowners Association** (the "Declaration" also known as the "Covenants") and contained in the Bylaws, rules and regulations, guidelines and other standards and policies (all collectively referred to in this policy as the "Governing Documents"); and

**WHEREAS,** pursuant to Article IV, General Powers and Duties of Board of Directors, of the Covenants, Conditions, and Restrictions, the Board of Directors shall have the power and authority to impose reasonable fines for violations of the governing documents, ACC guidelines or any rule or regulation of the Association which shall constitute a lien upon the Lot of the violation Owner as provided in the Declaration.

**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 found to exist in, on and about the Property, the Lots, the Streets, and the Common Areas within **Wyndham Village Homeowners Association**, and the following procedures are to be known as the "covenant Enforcement and Fining Policy" (referred to herein as the "Enforcement Policy"), which shall replace any previously adopted policy. (Owner and homeowner may be used interchangeably.)

- 1) **First Violation Notice/ Friendly Reminder:** A written courtesy notice will be sent to the Owner of the Lot in question as required by Texas Property Code, delivered via First Class Mail and will be given a time period of 14 days to correct or 24 hours to correct if it is associated with an improperly parked vehicle or a portable item (trash can, etc.). No fine will be applied to the account with a First Notice. If applicable, Owner will be notified of the next step in the process which includes the fining amount, as identified in Exhibit A, in the Second Notice.
- 2) **Second Notice (Not Corrected/Repaired/ No Application for Extension):** If the situation is not cured within the time period noted in the first notice, a letter will

be sent via certified mail notifying the Owner of the continued violation along with an applied fine as outlined in Exhibit "A" Schedule of Fines plus the cost for certified mail delivery. Said Owner will be given seven (7) days to correct the violation to stop the fining process or 24 hours to correct the violation associated with an improperly parked vehicle or a portable item (trash can, etc.).

- 3) Final Notice (Not Corrected/Repaired/ No Application for Extension):** If after the specific time period given in the second notification, the violation continues, the homeowner will be subject to the application of a fine to their account, as outlined in Exhibit "A" Schedule of Fines, plus the cost of certified delivery. Notice will be sent via certified mail, return receipt and by regular first class mail.
- 4) Damage Assessment:** Violations that result in property damage or cause the Association to incur cleanup costs will result in a Damage Assessment on the homeowners account.
- 5) Construction without ACC Approval/ Non-Conforming Improvement:** Changes done to a property without request and approval will be fined as outlined separately in Exhibit "A" Schedule of Fines without maximum.
- 6) Appeal Process:** If a homeowner so chooses, an appeal can be made via email request to the Property Management Company within the time period provided in the violation notice. Within 10 days of receipt, the homeowner will receive an appeal response. If the homeowner is not satisfied with the appeal response, the homeowner may make a request via email to the Property Management Company within 10 days of receipt to schedule attendance for resolution at the next Board meeting. Failure to submit an appeal or to appear at the scheduled Board meeting will result in an automatic appeal denial. The appeal ruling will determine the course of future enforcement actions.
- 7) Assessment Late Fees:** As authorized in Article VI, Covenants for Assessments, of the Covenants, Conditions, and Restrictions, any property assessment which remains unpaid at the expiration of thirty (30) calendar days from and after the due date, may incur a late fee, if permitted by applicable law, against the non-paying Owner for each month that any portion of an assessment remains unpaid.

After 30 days:	\$25
After 60 days:	\$50
After 90 days:	\$75
Each month thereafter:	\$75

## **Exhibit "A" Schedule of Fines**

<b>Violation</b>	<b>Fine</b>	<b>Repeat Offender</b>
Declaration of Restrictions Covenants & Conditions of Wyndham Village Homeowners Association	\$25.00 after 14 days \$50.00 second 14 days \$50.00 per day thereafter NO MAXIMUM	<u>Fines Double</u>
Construction w/o ACC Approval	\$250.00 at discovery for Landscape Projects \$500.00 at discovery for Construction Projects NO MAXIMUM	<u>Fines Double</u>
Non-Conforming Improvement	\$250.00 after 14 days \$100.00 per day thereafter NO MAXIMUM	

This Schedule of Fines is to be used solely as a guide to the Board in establishing rules for various violations of the Association's governing documents. Fines may vary depending upon the nature and severity of the violation.

### **General Policy**

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney or the process will be resumed at the last level of the process.

### **Forced Maintenance Procedure**

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of

Covenants, all attorney's fee/ court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney may file notice of lien.

**Other**

Any improperly parked vehicle or portable item (trash can, etc.) needs to be corrected within 24 hours from receipt of notice.