

UNIVERSITY PLACE
Homeowners Association

FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
UPD HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the dedicatory instrument relates is located; and

WHEREAS, UPD Homeowner's Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Dallas County, Texas, the attached Enforcement Policy; and

WHEREAS, the attached instrument shall be recorded as a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for UPD dated March 24, 2017 was recorded March 24, 2017 as Document No. 20170324000380490 in the Real Property Records of Dallas County, Texas and as the same may be supplemented or amended from time to time, does grant unto the Declarant and its Board of Directors the power and authority to promulgate rules and regulations; and

NOW, THEREFORE, the UPD Homeowner's Association, Inc., a non-profit corporation in the state of Texas does hereby adopt this Enforcement Policy on behalf of UPD to become effective as of the date noted above.



Mehrdad Moayedi, Board President
Authorized Declarant Representative

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UPD HOMEOWNER'S ASSOCIATION, INC.

ENFORCEMENT POLICY

WHEREAS, the Board of Directors of the UPD Homeowner's Association, Inc. (the "**Association**") finds there is a need to establish and/or supplement orderly procedures for the adoption and/or enforcement of the Rules & Regulations of the Association, the Design Guidelines of the Association and the restrictive covenants set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for UPD (hereinafter referred to, collectively, as the ("**UPD Governing Documents**") against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the UPD Governing Documents, and for the elimination of violations of such provisions found to exist in, on and about the property subject to the UPD Governing Documents and/or Rules and Regulations hereby established (to be referred to herein as the ("**Enforcement Policy**"). *This policy shall also establish certain rules and regulations for modifications to any portion of the exterior of an Owner's home or Lot.*

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the UPD Governing Documents and/or any Rule and Regulations set forth herein, shall constitute a **Violation** under this Policy for all purposes. Pursuant to Section 5.8 of the Declaration, The Board of Directors, in its sole discretion, may cause the Association to take action to enforce the provisions of this Declaration and any Rules made hereunder and to enjoin and/or seek damages from any Owner for violation thereof.

2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board, the ACC, or an assigned Agent. For the purpose of this Enforcement Policy, the Agent may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. identification by street address and if no street address is available, then by Lot and Block upon which the Violation exists.
- c. Date of the verification observation and a photograph of the violation whenever possible. **Violations witnessed by another Owner and reported shall not require a photograph for the initial violation notice.**

After the field observation report a violation notice is to be prepared and sent via regular first-class mail or via postcard to the violating Owner (**the "First Notice"**). The Owner will have at least five (5) and not more than ten (10) 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 notice set forth in Paragraph 3 below when it is deemed necessary or appropriate. This right shall be exercised at the discretion of the Board or Declarant when

emergency situations or condition exist and warrant it or when an Owner has a history of repeat violations for the same or similar violations.

3. 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 additional notices to the Owner, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by Certified Mail and if possible, by electronic mail and/or personal delivery of the Notice hand delivered to the Owner or posted to the front door of the residence. ***A First Notice of Violation is not required if the alleged violator received a Notice of Violation relating to the same or a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation or if the violation on the Owner's Lot presents or creates any kind of safety or health hazard to person, animal, property or thing.*** In such event, the Board may initiate self-help, impose fines or sanctions as authorized by the UPD Governing Documents and/or this Enforcement Policy without notice to the Owner other than the "Notice of Self-Help" or "Final Notice of Violation" described in Paragraph 4 below. If deemed necessary or appropriate, the Board may instruct the Association to exercise self-help actions to cure a violation. A self-Help Notice, except in the event of emergencies, shall be delivered at least 48-hours prior to exercising any self-help action(s). ***Whenever the Association, the Board of Directors or Declarant exercises any right hereunder and in connection therewith enters upon any Lot, after due notice is given, such parties shall not be liable for trespass upon such Lot.*** If a fine for non-compliance is levied, the Owner will be responsible for the payment in full of all fines, self-help remedies, or cost of repairs which may be incurred by the Association and said charges shall be billed to the Owner's account and payable by Owner immediately upon receipt of statement outlining the costs and expenses incurred by the Association.

The Final Notice of Violation will state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner.
- b. The authority for establishing the Violation, including the authority for initiating self-help, fines, and/or other remedies and for recovering property damages caused by the Owner.
- c. The proposed sanction to be imposed, including any amount claimed to be due from the owner for property damage, if known at the time the notice is issued. In the event the Violation is not cured within a reasonable time and self-help actions are initiated, the Association shall add the charges to the Owner's account and promptly send the Owner a statement of account. Owner shall owe the Association the full amount due immediately upon receipt of the statement. This same process should be followed for fines notwithstanding if fines are levied on a daily or weekly basis, the Association may send the initial statement and thereafter, a statement every month until the Owner pays in full.
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation then no further action will be taken except for

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collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the UPD Governing Documents.

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 and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the UPD Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

Right to Request a Hearing. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing. Under Section 209.007 Texas Property Code to request a hearing, Owner must submit a written request by certified mail which must be received on or before the thirtieth (30th) day after the date the notice is issued. Special rights or relief under federal law may be available to military members and/or their spouses under the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq) if one or more of the primary household occupants are on active military duty.

Compliance with Law. The provisions of this Enforcement Policy have been made to comply with Chapter 209 of the Texas Property Code and a copy hereof has or will be published to the Members of UPD and filed in the County Records. Any portion of this policy which does not comply shall in no way invalidate or void other portions of this policy which shall remain enforceable by the Association.

Sanctions. Sanctions may include, but are not limited to, the suspension of the right to use the Common Area and/or the levying of a fine or fine(s) and/or actions of self-help by the Association. If the violation is of a recurring nature each recurrence shall constitute a separate violation. The Board may call for a fine at a reasonable amount per day, per week, or per occurrence. In no event shall a fine be less than \$50.00 or greater than \$500.00 per occurrence. The fine schedule below is intended as a guide and in no way obligates the Board or the Declarant to follow this fine schedule:

Fines:

- 1st Fine \$50.00 and if not cured
- 2nd Fine \$100.00 and if not cured
- 3rd Fine \$150.00 and if not cured

4th Fine & Following the Board shall have the right to set fines on a daily or weekly basis at a rate to be determined by the Board.

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Additional Rules and Regulations:

Lawns: Lawns must be kept mowed and edged at all times and weed free. Grass may not grow to a height in excess of four inches (4"). Flowerbeds and tree wells must be kept free of weeds and no planting of any kind may take place without the express written consent of the ACC. Wild flowers, flowering shrubs, ornamental trees, nor any other plants, vegetation, shrubs, or trees that were not part of the initial landscape install may be planted without first obtaining the written permission of the ACC.

Note: What some Owner's may find appealing may not be considered appealing or attractive to others. Owners may NOT do anything to the front of their yards or exterior of their homes or allow any disrepair that would detract from the overall aesthetics of the neighborhood or community and/or disrupt or interfere with Declarant's or a Builder's ability to effectively market and sell homes. Any such violation shall carry the maximum fine allowed if not promptly abated or the Association shall exercise its powers of self-help to promptly abate any such violation or disrepair. All expenses associated with abating any violation shall be billed to the Owner's account and shall be due and payable to the Association upon receipt of statement by the Owner.

Landscape Borders:

Landscape borders must be of stone or brick and must match the materials on the main residence. Landscape borders must be installed as a continual wall, with or without mortar. Borders may not be laid flat, stacked or placed at a slant or in any other haphazard manner. Any broken materials must promptly be removed and replaced. **Prior written permission of the ACC is required before any landscape border is installed around any flowerbed or tree well.**

Doors, Windows, and Awnings:

No door, window, or awning shall be removed, replaced, or added without the express written consent of the ACC. Doors must compliment the main residence in color and style. The ACC shall have sole discretion in determining what color or style of door is allowed and this shall include screen and storm doors. Awnings and other similar over the door canopies shall be considered on a case by case basis. In any event, canopies shall compliment the exterior aesthetics of the residence, may be required to be of certain materials or styles, and must be kept in good condition at all times. Any disrepair will require the immediate removal of the canopy.

Patios, Pergolas and Gazebos:

No patio slab, patio cover, pergola or gazebo, free standing or attached may be installed without the express written consent of the ACC. Owners shall be required to abide by existing setbacks, easements, and drainage flows on their Lots. The ACC shall take into account numerous aesthetic or other conditions when reviewing a request. As a standard rule, all structures will be required to remain at the back of the home so as not to be visible from the front of the home or street. Any exception to this rule shall be reviewed and considered on a case by case basis.

Storage Sheds:

Storage sheds and other similar structures may be installed upon written permission of the ACC. Storage sheds as a general rule, may not exceed more than two feet in height over the top of the fence line and must be located at the back of the home so as not to be visible from the front of the home or street. Any exception to the rules regarding height or location shall be considered by the ACC on a case by case basis and the ACC may require additional steps by an Owner such as

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installing live screening or other methods required by the ACC to aid in concealing a shed or other structure when requesting to locate the shed or structure in an area other than the back of the home.

Pools:

Pools, Decking, Spas, Outdoor Kitchens or entertainment areas and other similar outdoor amenities must always have the prior written permission of the ACC. Strict side and rear setback rules will apply and serious consideration will be taken regarding easements and drainage. Professionally drawn plans by a licensed pool contractor must be submitted along with a drainage plan for review. Distances from the fence are measured from the edge of the decking NOT THE POOL'S EDGE. A Minimum of at least a five-foot setback from the edge of the pool's decking to the fence will, in most every instance, be required. Some exceptions may be made however, any such variance or exception shall be at the sole discretion of the ACC.

ABOVE GROUND POOLS ARE PROHIBITED.

Fences:

No partial fencing is allowed. All disrepair including leans, and broken or missing pickets must be promptly repaired and/or replaced. ACC approval for the repair or leans or broken or missing pickets is not required however, if new pickets are added they must be stained the same color as the existing fence. Dog runs visible from the front of the street or home are not allowed. Screening along wrought iron fencing shall be considered on a case by case basis and strict rules and regulations, if allowed at all, shall apply. Fence lines may not be moved, fences may not be replaced or extended (even if the same height, style, material, and color) and fence may not be restained and gates may not be added **without the prior and express written consent of the ACC.** The front return of a fence may not extend any closer to the front façade of a home than five feet (if a higher standard exists with the city, that higher standard shall prevail). In the event any portion of a fence is a "shared fence" that sits between the Owner's Lot and an adjoining Lot the ACC may require the Owner to obtain and return a "neighbor consent form" confirming the adjoining neighbor is aware of the pending modification and has no objections to the work to be performed. **The Association IS NOT liable for any neighbor to neighbor disputes or issues, regardless of how or why they occur.**

Roofs:

Roof replacements must have the prior written permission of the ACC. All roof replacements must comply with the materials, warranty, color, and style of roofing allowed per the Governing Documents. Violations of this rule may result in an immediate fine up to \$500.00 per occurrence. Roofing added to patios, pergolas, gazebos, sheds, and other similar structures should be shingled to match the main residence. Slatted roofs for pergolas and gazebos are allowed however, NO plastic, polymer, tin, or aluminum roofs or other similar materials shall be allowed. Exceptions may be considered by the ACC on a case by case basis. All exceptions will take into consideration aesthetics, color, quality, placement, and other aspects as deemed necessary or appropriate by the ACC.

COMMUNITY WIDE STANDARD:

The Community Wide Standard shall mean the standard of conduct, maintenance and appearance, including landscaping, exterior colors for trim around home or windows, gutters, garage doors, and doors generally prevailing throughout the Property or the minimum standards established pursuant to the Declaration, Design Guidelines, Rules and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standard. The Association, through its Board, shall ensure that the Community-Wide Standard established by the Declarant for the

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Property shall continue after the termination or expiration of the Class B membership. The Community-Wide Standard may contain objective elements, such as specific common area or elements, lawn or house maintenance requirements, structure locations, and subjective elements, such as matters subject to the Board's discretion. **The Community-Wide Standard may or may not be in writing and is subject to notice and violation in the event any Owner fails to uphold the Community-Wide Standard.** The Community-Wide Standard may evolve as development progresses and as the Property changes. The Community-Wide Standard shall not fall below the level established for the Property as of the date the Class B membership terminates or expires.

OWNERS WHO PERFORM MODIFICATIONS TO THE EXTERIOR OF THEIR HOMES OR LOTS WITHOUT PRIOR WRITTEN CONSENT OF THE ACC ARE SUBJECT TO IMMEDIATE FINES UP TO \$500.00 PER OCCURRENCE AND/OR MAY BE REQUIRED TO REMOVE THE UNAUTHORIZED STRUCTURE AT THE OWNER'S SOLE EXPENSE. OWNER'S ARE RESPONSIBLE FOR ADHEREING TO ALL CITY AND COUNTY ZONING AND/OR BUILDING RULES AS WELL AS THOSE OF UPD. IN THE EVENT OF A DISCREPANCY BETWEEN ANY CITY OR COUNTY ORDINANCE AND THAT OF UPD, THE HIGHER STANDARD SHALL ALWAYS BE UPHELD. OWNER'S MUST OBTAIN PERMITS, WHEN APPLICABLE PRIOR TO COMMENCING ANY WORK. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO REQUIRE OWNER TO SUBMIT COPIES OF PERMITS ALONG WITH MODIFICATION APPLICATIONS PRIOR TO REVIEWING AND/OR ISSUING A RESPONSE ON A MODIFICATION REQUEST. ***THE ACC IS THE FINAL AUTHORITY AND EXCEPT IN THE EVENT OF A DECLARANT VARIANCE OR OVERRIDE, WHICH THE DECLARANT MAY EXERCISE AT ANY TIME AND FROM TIME TO TIME DURING THE DECLARANT CONTROL PERIOD, THE DECISION OF THE ACC IS FINAL.***

THE ASSOCIATION SHALL HAVE THE RIGHT TO CHARGE A FEE FOR THE REVIEW AND PROCESSING OF AN ACC WHEN THE ASSOCIATION OFFERS ONLINE OR OTHER MEANS OF PROCESSING A REQUEST FOR MODIFICATION FOR WHICH THE ASSOCIATION HAS INCURRED EXPENSES IN THE IMPLEMENTATION OF AND THE MAINTENANCE OF SAID SYSTEM. REVIEWERS ARE ALLOWED TO CHARGE A SEPARATE FEE FOR THE ACTUAL REVIEW AND PROCESSING OF AN ACC. SUCH REVIEW FEES ARE PAYABLE TO THE REVIEWER(S) AND IS IN ADDITION TO ANY FEE THE ASSOCIATION MAY BE ELIGIBLE TO CHARGE AS NOTED ABOVE. THE REVIEWERS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OFFER EXPEDITED OR RUSH REVIEWS FOR AN ADDITIONAL FEE.

This Enforcement Policy is intended to supplement the Declaration, Design Guidelines, and any other Rules or Regulations in place. In the event of a discrepancy between this enforcement policy and the Declaration or Design Guidelines, the Declaration and Design Guidelines shall prevail. Any discrepancy between this enforcement policy and any prior enforcement policy in place, this enforcement policy shall supersede and prevail.

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NOW THEREFORE, BE IT RESOLVED that this Enforcement Policy is effective upon adoption hereof, to remain in full force and effect until revoked, modified or amended by the Board of Directors which may be done by Resolution and without the need to amend the Declaration in the process.

This is to certify that the foregoing Enforcement Policy was adopted by the Declarant and the Board of Directors this 24 day of March, 2017.



Mehrdad Moayedi, President



Brock Babb, Vice President



Victor Tannous, Secretary

BEING ALL OF THE DIRECTORS OF THE BOARD OF DIRECTORS

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
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