NOTICE OF FILING: ENFORCEMENT AND FINING POLICY HOA OF SPRING RANCH, INC.

STATE OF TEXAS)	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF JOHNSON)	

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR HOA OF SPRING RANCH, INC. ("Notice") is made November 12, 2025 by HOA of Spring Ranch, Inc. ("The Association")

WITNESSETH:

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration of Covenants, Conditions & Restrictions for Spring Ranch 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 planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Johnson County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instrument affecting the owners of property within the subdivision ("Owner").

NOW THEREFORE, the policy attached hereto on Exhibit "A" are originals and are hereby filed of record in the real property records of Johnson 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 written above.

HOA OF SPRING RANCH, INC.

Linda S. Morones, Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Linda S. Morones, authorized agent of HOA of Spring Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14 day of November, 2025

C. A. WHITE

Notary Public, State of Texas Comm. Expires 01-10-2027 Notary ID 1722087 Notary Public of Texas

HOA OF SPRING RANCH, INC. Covenant Enforcement and Fining Policy

WHEREAS, HOA OF SPRING RANCH, INC. (the Association) is authorized to enforce the covenants and restrictions contained in the Declaration of Covenants, Conditions & Restrictions For Spring Ranch (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 Section 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 Spring Ranch 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.

A. Curable Violation

- 1. <u>First Violation Notice/ Friendly Reminder:</u> 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 E-Mail. The Owner will be given a time period of 14 days to correct or 24 hours to correct if it is a pet violation or if it is a portable item (basketball goal, trash can). No fine will be applied to the account with a First Notice. Owner will be notified of the next step in the process which includes the appeal process and fining amount, as identified in Exhibit A, in the Second Notice.
- 2. <u>Second Notice (Not Repaired/ No Application for Extension)</u>: 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 the Schedule of Fines "Exhibit A" plus the cost for certified mail delivery.
- 3. <u>Final Notice (Not Repaired/ No Application for Extension)</u>: If after the specific time period given in the second notification, the violation continues, the homeowners will be subject to the application of a fine, as outlined in the schedule of fines "Exhibit A", to their account, plus the cost of certified delivery. Notice will be sent via certified mail, return receipt and by regular first class mail.
- 4. "<u>Damage Assessment"</u>: 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. <u>Repeat Violations:</u> subsection 1 does not apply to a violation for which the Owner has been previously given notice under Section A and the opportunity to exercise any rights available under this section in the preceding six months. Enforcement and fines for repeat violations will begin immediately.

B. Uncurable Violation

- 1. Uncurable violations will be enforced as outlined separately in the Schedule of Fines "Exhibit A"
- 2. For purposes of this section, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.
- 2. Examples of uncurable violations include, but are not limited to: discharging firearms, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alteration of landscape), holding an event prohibited by the dedicatory instruments.
- 3. Construction or property modification (including maintenance) without ACC Approval is defined as property damage and will be enforced as an uncurable violation.

C. Right to Appeal

- In accordance with Texas Property Code Title 11, Section 209.007, the owner has the right to submit a request for a hearing to discuss and verify facts and resolve the matter in issue before the board. An appeal can be made via written request to the board on or before the 30th day after the date the notice was mailed to the owner of receiving the First Violation Notice.
- 2. Within 10 days of receipt, the board will give the homeowner notice of the date within 30 calendar days from the date the request was received by the board, and the hearing should be scheduled to provide a reasonable opportunity for both the homeowner and the board to attend.
- 3. Failure to submit an appeal or to appear at the scheduled hearing will result in an automatic appeal denial.
- 4. The appeal ruling will determine the course of future enforcement actions.

Effective Date: November 5, 2025

Exhibit "A" Schedule of Fines

Curable Violation	Fine
Declaration of Covenants, Conditions & Restrictions for Spring Ranch, Article VII	\$50 - 14 days after first notice
Policies of Spring Ranch	\$50 – every 14 days thereafter No maximum
Repeat Violation	\$50 – every repeat violation
Nonconforming Improvement	\$500 - 14 days after first notice
(properly submitted and approved by ACC, not built to plans or construction timeline)	\$100 per day thereafter No maximum
Unrestrained pets, portable items	\$25 – 48 hours after first notice
	\$25 per day thereafter

Uncurable Violation	Fine
includes, but is not limited to: discharging	\$250 immediate fine
firearms, an act constituting a threat to health or	NO NOTICE or APPEAL REQUIRED
safety, a noise violation that is not ongoing,	
property damage (including the removal or	\$100 – every 14 days thereafter
alteration of landscape), holding an event	No maximum
prohibited by the dedicatory instruments.	

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 on a case-by-case basis.

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 violation process will be resumed at the last level of the process or will be immediately referred to the attorney.

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 fees and court costs shall be the homeowner's responsibility and shall be charged to the homeowner's 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 pet violation and any structure that is portable, like a basketball or soccer goal or a trash receptacle, must be corrected within 24 hours from receipt of notice.

Johnson County April Long Johnson County Clerk

Instrument Number: 2025 - 34395

eRecording - Real Property

Notice

Recorded On: November 14, 2025 11:04 AM Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$45.00

******* 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: Record and Return To:

Document Number: 2025 - 34395 Simplifile

Receipt Number: 20251114000062 5072 North 300 West

Recorded Date/Time: November 14, 2025 11:04 AM

User: Angelica S PROVO UT

Station: CCI15



STATE OF TEXAS COUNTY OF JOHNSON

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 Johnson County, Texas.

april Rong

April Long Johnson County Clerk Johnson County, TX