

Denton County
Juli Luke
County Clerk

Instrument Number: 120930

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RESTRICTIONS

Recorded On: November 13, 2023 08:32 AM

Number of Pages: 14

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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

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Winstead PC
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Austin, Texas 78701
avaldez@winstead.com



ISABELLA VILLAGE

Denton County, Texas

ISABELLA VILLAGE COMMUNITY ASSOCIATION, INC.

SUPPLEMENTAL POLICY

Fine & Enforcement Policy

Reference the Isabella Village Declaration of Covenants, Conditions, and Restrictions, recorded under Document No. 2011-95887, Official Public Records of Denton County, Texas. The policies contained herein supersede and replace the previously adopted Fine Policy for Isabella Village Community Association, Inc.

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ISABELLA VILLAGE COMMUNITY ASSOCIATION, INC.

SUPPLEMENTAL POLICY

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ISABELLA VILLAGE COMMUNITY ASSOCIATION, INC.

FINE & ENFORCEMENT POLICY

1. Background. Isabella Village Community Association, Inc. (the “**Association**”) is subject to the Isabella Village Declaration of Covenants, Conditions, and Restrictions, recorded under Document No. 2011-95887, Official Public Records of Denton County, Texas (the “**Declaration**”). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through its board of directors (the “**Board**”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association (collectively, the “**Restrictions**”), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine & Enforcement Policy to establish policies and procedures for the levy of fines within the Association in compliance with Chapter 209 of the Texas Property Code, titled the “Texas Residential Property Owners Protection Act,” as it may be amended (the “**Act**”). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be deemed to be modified to comply with applicable law.

Terms used but not defined herein shall have the meaning subscribed to such term in the Restrictions.

2. Compliance Inspections. The Board may institute compliance inspection procedures to ensure compliance with the Restrictions.
3. Owner’s Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by Owner and Owner’s guests, invitees, family members, employees, agents, and representatives. Regardless of who commits the violation, the Association may direct all communications regarding the violation to Owner.
4. Fine Amount. The Association may establish fines for certain categories of violations, and certain fine amounts as are set forth herein. The Association reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation.
5. Violation Notice. Except as set forth herein, before levying a fine, the Association will provide a written violation notice via certified mail to Owner (at Owner’s last known address as shown in the Association records) (the “**Violation Notice**”) that describes any

opportunity for a hearing that may be required under the Act. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for any fine, charge, or suspension action; (3) a reference to the rule or provision at issue; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid a fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was sent, Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code; and (7) a statement that 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. §§ 501-597(b), if Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

- A. First Violation. If Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in Paragraph 5, subsections (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
- B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as noted in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in Paragraph 5, subsections (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
- C. Continuing, Repeat, or Uncured Violation. For any violation, if Owner was provided with a Violation Notice for the same or similar violation within the preceding six (6) months, then Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including, but not limited to, the right to levy a fine pursuant to the *Schedule of Fines*. For a continuing or uncured violation, the Board, in its sole discretion, may levy a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If Owner is entitled to an opportunity to cure the violation, then Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, Owner must submit a written request (the “**Request**”) to the Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after receipt of the Request. Owner must be notified of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing notice communication will include any documents, photographs, and communications the Association intends to introduce at the hearing. If the Association fails to provide the information at least ten (10) days before the hearing, Owner is entitled to an automatic fifteen (15) day postponement. The hearing will be scheduled to provide a reasonable opportunity for both the Board and Owner to attend. The Board or Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. Owner shall attend the hearing, but Owner may be represented by another person (i.e., Owner’s counsel) during the hearing with advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, Owner’s request for hearing shall include notice of Owner’s intent to make an audio recording of the hearing. If Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless the procedures are modified by the Board, a hearing will be conducted in accordance with the agenda attached hereto as Exhibit A.
7. Due Date. Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If, however, the violation is curable and no similar violation has taken place in the six (6) month period preceding the Violation Notice, the fine and/or damage charges are due immediately after the cure period ends.
8. Lien Created. To the extent permitted by the Restrictions, payment of each fine and/or damage charge levied by the Board is, together with all other authorized late fees or charges, interest, costs of enforcement and collection (including attorney’s fees) secured by the lien granted to the Association pursuant to the Declaration and the Restrictions. The fine and/or damage charge will be considered an assessment, provided such classification is not inconsistent with the Restrictions, and will be enforced in accordance with the terms and provisions governing the enforcement and collection of assessments pursuant to the Declaration and the Restrictions.
9. Levy of Fine. Any fine levied may be reflected on Owner’s periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
11. Cure Periods. If an Owner has cure rights, the violation will be assigned a cure period based on the specific circumstances of the violation and the complexity of the activities required to cure the violation.
12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. References to numbered notices below does not mean the Association is required to provide all notices before exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. *The Board also reserves the right to set fine amounts on a case-by-case basis*, provided the fine comports with Texas law and the Restrictions.

GENERAL FINES†

<p>New Violation:</p> Notice of Violation	<p>General Violation Categories:</p> <ul style="list-style-type: none"> • <i>Unsightly Conditions on a Lot</i> • <i>Unauthorized Construction or Modification of Improvements</i> • <i>Landscape Violations (mowing, etc.)</i> • <i>Trash Container Violations</i> • <i>Failure to Maintain Dwelling (Exterior) or Fencing</i> • <i>Common Property Use Violations</i> • <i>All Other Violations**</i> 	<p>Fine Amount:</p> \$25.00 – initial, subject to additional fines based on subsequent notices or amounts charged on a daily basis
<p>Continuing Violation:</p>	<p>For a continuing violation, the Association may charge fines on a daily basis (\$10.00 per day), or based on each additional notice sent</p>	<p>Fine Amount - After the Violation Notice is sent:</p> <p>1st Notice \$50.00</p> <p>2nd Notice \$75.00</p> <p>3rd Notice \$100.00</p> <p>4th Notice \$125.00</p>

† The Board reserves the right to adjust fine amounts based on the severity and/or frequency of the violation. Age restriction violations and fines are described on the following pages.

** The Association further reserves the right to record a supplemental or separate fine schedule that will remove specified violations from the “All Other Violations” category and, thereafter, apply the fines set forth in the fine schedule.

Age Restrictions and Associated Fines

Definitions:

1. **"Age-Qualified Occupant"** means any Person 55 years of age or older who occupies a Dwelling Unit.
2. **"Occupy", "occupies", or "occupancy"** shall mean staying overnight in a particular Dwelling Unit for at least 60 days in any 12-month period, and an "Occupant" shall be any Person who occupies a Dwelling Unit.
3. **"Qualified Occupant"** means any of the following Persons occupying a Dwelling Unit:
 - (i) any Age-Qualified Occupant;
 - (ii) any Person 18 years of age or older occupying a Dwelling Unit with an Age Qualified Occupant; or
 - (iii) any Person 18 years of age or older who occupied a Dwelling Unit with an Age Qualified Occupant and who continues, without interruption, to occupy the same Dwelling Unit after termination of the Age Qualified Occupant's occupancy thereof.

Age Restrictions:

Isabella Village is intended to provide housing primarily for persons 55 years of age or older. The Properties shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 18 years of age shall stay overnight in any Dwelling for more than 90 cumulative days in any 12-month period.

Each Dwelling Unit, if occupied, shall be occupied by at least one Person 55 years of age or older; provided, however, that once a Dwelling Unit is occupied by an Age Qualified Occupant, other Qualified Occupants of that Dwelling Unit may continue to occupy the Dwelling Unit, regardless of the termination of the Age Qualified Occupant's occupancy.

Verification of Age:

1. Documentation Requirements. All residents, whether Owners, renters or house guests of absentee Owners or renters, must show evidence that at least one resident in the occupied dwelling unit is age qualified.

Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community:

- a) Driver's license;

- b) Birth certificate;
- c) Passport;
- d) Immigration card;
- e) Military identification;
- f) any other state, local, national or international official documents containing a birth date of comparable reliability.
- g) a certification in a lease application, affidavit or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

The Association shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.

2. Delivery of Information. Such evidence must be shown at the earlier of: (1) the time a Dwelling Unit is occupied; or (2) the time such Owner or renter comes to the Association offices to obtain the mandatory Association card which confirms age compliance with HOPA and permits use of the facilities of the Association. A change in occupancy status requires delivery of information about the change in status and the occupants within fifteen (15) days.
3. Surveys for Compliance. The Association will conduct surveys at least every two years and maintain a database to verify age compliance as required by HOPA. All residents of Isabella Village are required to respond to the surveys. Proof of occupancy by at least one age qualified person in the occupied Dwelling Unit as noted above must be provided in response to the survey unless already provided for the relevant period of time and there has been no change in status (which is subject to verification by the Association), in which case a reliable affidavit of current compliance is all that is required. The time and procedure for the survey shall be established by the Board in a manner consistent with applicable law and regulations.

Copies of supporting information gathered in support of the occupancy verification may be segregated in a separate file and are considered confidential and not generally available for public inspection. They are created for the sole purpose of complying with HOP A and are to be kept separate from the general or resident files that may be widely accessible to employees or other residents.

4. Failure to Provide Information. If the occupants of a particular Dwelling Unit refuse to comply with the age verification procedures, the Association may, if it has sufficient

evidence, consider the unit to be occupied by at least one person 55 years of age or older; such evidence may include:

- a) Government records or documents such as a local household census;
 - b) Prior forms or applications; or
 - c) A statement from an individual who has personal knowledge of the age of the occupants. The statement must set forth the basis for such knowledge and be signed under penalty of perjury.
5. Mandatory Disclosure by Owner and Owner's Agent/Realtor. Any Owner or Realtor who sells or leases real property in Isabella Village shall disclose in the advertisements, purchase or lease documents that Isabella Village is a 55 year age restricted community under HOPA. In the case of a lease of real property in Isabella Village the lease agreement shall verify that at least one occupant is age qualified by specific current age or date of birth recorded in the lease agreement. A copy of the Declaration Age Restriction Policy and this Fine and Enforcement Policy - Age Restrictions shall be provided by every Owner/Seller/Lessor to any prospective buyer or lessee to read and acknowledge. This document is to be included as part of the Purchase or Lease documents. Disclosure shall also be made to any persons permitted by the Owner or renter to occupy the dwelling unit as house guests in the absence of the age qualified Owner or renter. At least one house guest of such absentee Owner or lessee must be age qualified. The under 18 years of age occupancy prohibition rule also applies to such house guests. This requirement is the Owner's responsibility. Non-disclosure by the Owner/Seller/Lessor shall not prevent Isabella Village Community Association, Inc. from enforcing this age restriction policy against any Owner and renter for noncompliance. All "For Sale" or "For Rent/Lease" signs in Isabella Village, whether by Owner or by a realtor, and to the extent permitted by the Association, and ALL ADVERTISEMENTS FOR THE LEASE OF A DWELLING UNIT, shall prominently note that this is a "55 YEAR AGE RESTRICTED COMMUNITY".
6. Violations. Any failure to comply with the foregoing requirements shall constitute a violation of this Policy.

Schedule of Fines – Age Restriction Violations

The Board has adopted the following schedule of fines for age restriction violations. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

Item	Description	Amount
New Violation	If a curable violation, may be avoided if Owner cures the violation by the time specified in the notice	\$25.00
Continuing Violation	Continued failure to cure after a violation notice has been provided	\$25.00 Per Day

EXHIBIT A – FINE & ENFORCEMENT POLICY
PROCEDURE FOR HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the Association and Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, Owner or his/her representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and Owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

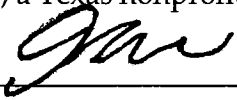
Association Rep: At this time the hearing is adjourned.

ISABELLA VILLAGE COMMUNITY ASSOCIATION, INC.
ACKNOWLEDGEMENT FOR RECORDING

The undersigned hereby certifies that he/she is the attorney-in-fact of Isabella Village Community Association, Inc. (the "Association"), and that the foregoing policy is a true and correct copy of the policy adopted by the Association.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on November 10, 2023.

**ISABELLA VILLAGE COMMUNITY ASSOCIATION,
INC., a Texas nonprofit corporation**

By: 

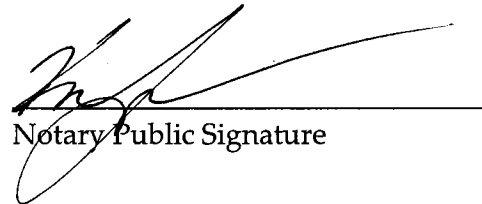
Name: Alex S. Valdes, Esq.

Title: Attorney-In-Fact

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of on November 10, 2023, by Alex S. Valdes, on behalf of Isabella Village Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

[SEAL]


Notary Public Signature

