

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**FOURTH SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS FOR FRISCO HUNTERS
CREEK HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The undersigned, as attorney for the Frisco Hunters Creek Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Frisco Hunters Creek Homeowners Association, Inc. - Enforcement and Fine Policy*** (Exhibit "A").

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments.

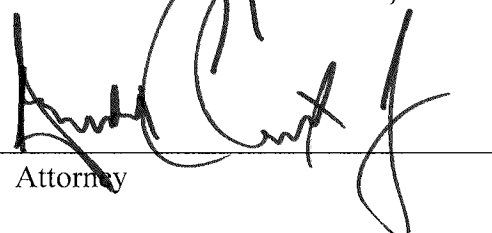
IN WITNESS WHEREOF, Frisco Hunters Creek Homeowners Association, Inc. has caused this Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed of record with the office of the Collin County Clerk and, except as hereinafter provided, serves to supplement that certain Certificate and Memorandum of Recording of Association

Documents for Frisco Hunters Creek Homeowners Association, Inc., filed on October 19, 2007 and recorded as Instrument No. 20071019001437490 in the Official Public Records of Collin County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for Frisco Hunters Creek Homeowners Association, Inc., filed on December 31, 2007 and recorded as Instrument No. 20071219001718370 in the Official Public Records of Collin County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Frisco Hunters Creek Homeowners Association, Inc., filed on July 31, 2014 and recorded as Instrument No. 20140731000807800 in the Official Public Records of Collin County, Texas; and that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Frisco Hunters Creek Homeowners Association, Inc., filed on February 4, 2016 and recorded as Instrument No. 20160204000134480 in the Official Public Records of Collin County, Texas. The dedicatory instrument filed herein served to replace any previously recorded dedicatory instrument addressing the same subject matter.

**FRISCO HUNTERS CREEK
HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its: Attorney

A handwritten signature in black ink, appearing to be "Kurt J. [unclear]", written over a horizontal line. The signature is stylized and cursive.

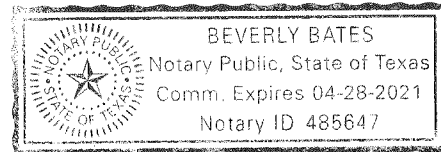
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Frisco Hunters Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 4th day of November, 2019.



Notary Public, State of Texas



Frisco Hunters Creek Homeowners Association, Inc.

ENFORCEMENT AND FINE POLICY

WHEREAS, the Board of Directors of Frisco Hunters Creek Homeowners Association, Inc., (the “Association”) is empowered to act on behalf of the Association, including enforcement of the provisions of the Declaration of Covenants, Conditions and Restrictions for Frisco Hunters Creek (the “Declaration”) pursuant to Article VII, Section 7.1 of the Declaration and

WHEREAS, the Board of Directors of the Association finds there is a need to establish orderly procedures for the enforcement of the Rules & Regulations of the Association, the Design Guidelines of the Association and the restrictive covenants set forth in the Declaration for Frisco Hunters Creek (hereinafter referred to, collectively, as the “Frisco Hunters Creek Governing Documents”) against violating owners; and

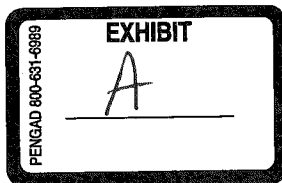
WHEREAS, the Board of Directors, for purposes of this Enforcement and Fine Policy, hereby adopts the Frisco Hunters Creek Governing Documents as Rules and Regulations of the Association.

NOW, THEREFORE, BE IT RESOLVED that the following procedures and practices are established for the enforcement of the Frisco Hunters Creek Governing Documents and for the elimination of violations of such provisions found to exist in, on and about the property subject to the Declaration (to be referred to herein as the “Enforcement and Fine Policy”, or the “Policy”).

Establishment of Violation: Any condition, use, activity or improvement which does not comply with the provisions of the Frisco Hunters Creek Governing Documents shall constitute a “**Violation**” under this Policy for all purposes.

Report of Violation: The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Policy, the delegate of the Board may include Management, an Officer or Director 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 Association for each Violation.

First Notice of Violation: A Courtesy Letter (herein so-called) will be sent to the homeowner



describing the nature, description and location of the alleged violation and notification that if the violation is corrected within ten (10) days from the date of the Courtesy Letter, no further action will be taken. The Courtesy Letter will be sent via first class mail no later than three (3) days following the observation of the violation.

Association's Right to Cure: If any structure or improvement is placed or made upon a Lot by an Owner in violation of the Frisco Hunters Creek Governing Documents, or should an Owner fail to properly maintain a Residence, all improvements thereon including landscaping, and such Owner fails to correct an alleged violation within the ten (10) day period after the date of the Courtesy Letter, the Association (or its duly authorized agents) has the right, but not the obligation, to enter the lot and cure the violation; such right being granted by Article V, Section 5.8 and Article VI, Section 6.16 of the Declaration. The Association's cost to cure the violation will be charged to the Owner's account.

Final Notice of Violation: If the alleged violation has not been corrected within ten (10) days from the date of the Courtesy Letter, a Final Notice of Violation will be sent. This notice will describe the nature, description, location and dates the violation has been observed. The Final Notice of Violation shall advise the Owner that any attorney's fees and costs incurred by the Association to enforce the Frisco Hunters Creek Governing Documents shall be charged to the Owner's account if the violation is not cured within ten (10) days from the date of the Final Notice of Violation. It will further state that failure to remedy the violation within ten (10) days of the date of the Final Notice may result in fines charged to the Owner's account, not to exceed \$500.00 in a thirty (30) day period for each separate violation. There shall be no limit to the aggregate amount of fines charged for a violation which remains uncured. Specific fine amounts are listed in Exhibit A of this Policy, "Fine Structure".

In the case of an Architectural Review Committee (the "ARC") infraction, the homeowner must cease all work which has been deemed a violation (including an exterior property modification which has not been previously approved by the ARC) and, within fifteen (15) days from the date of the Notice of Violation, must submit the plans and specifications for any such work to the ARC for approval. Failure to correct, eliminate or to cease work which is the subject of the Final Notice of Violation shall permit the Association to pursue any one or more of the remedies available by law, under the Declaration, the Bylaws, this Enforcement and Fine Policy, or other approved policies of the Association.

The Final Notice of Violation shall be sent to the violator by certified mail, return receipt requested and also by first class mail and shall advise the violator that he or she has the right to request a hearing, in writing, on or before the thirtieth (30th) day after the date the violator receives the Final Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board of Directors.

Request for a Hearing: If a written request for a hearing is received by the Manager, if any, President or Secretary of the Association on or before the thirtieth (30th) day after the date the violator receives the Final Notice of Violation, the Board of Directors, *or its* duly authorized agent, shall notify the violator of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board of Directors shall hold a hearing no later than the thirtieth (30th) day after the date the written request for a hearing is received. Any notice requirements outlined in this Policy shall be satisfied if a copy of the Notice of Violation, along with a statement as to the date and method of delivery, is entered in the minutes of the meeting or if the alleged violator appears at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board of Directors or the violator may request a postponement and if requested, a postponement may be granted. The violator's presence is not required to hold a hearing. The Board may, but shall not be obligated to suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver or the right to sanction future violations of the same or other provisions of the Governing Documents by any Owner.

Common Area Infractions: In addition to the imposition of fines listed above, the Board of Directors, on behalf of the Association, may take the following actions for the violations listed below:

- Violation of pool/community amenity rules:
 - Second Violation: suspension of access privileges for 1 month
 - Third Violation: suspension of access privileges for 12 months
 - Fourth Violation: permanent suspension of access privileges

- Vandalism of any community maintained property including pool areas and furniture:
 - Cost to repair and/or replace damaged property
 - Vandalism of any community property including pool area and/or furniture will result in automatic and permanent suspension of access privileges
 - Vandalism will be reported to all appropriate authorities for appropriate legal action

Repeated Violations of the Same Provision: Whenever an Owner or occupant who has previously cured or eliminated a violation after receipt of Notice of Violation commits a separate violation of the same provision of the Frisco Hunters Creek Governing Documents or rules and regulations of the Association within six (6) months from the date of the first Notice of Violation, the Board of Directors shall reinstate the violation and pursue the procedures set forth herein, as if the Violation had never been cured or eliminated. For illustration purposes only, in the event an Owner or occupant has cured a violation after having received Notice of Violation, the second violation of the same provision shall prompt the Board of Directors to fine their

account and to send notice to the Owner or occupant that a violation fine has been imposed.

Correction of Violation: Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Owner may become liable under this Enforcement and Fine Policy and/or the Frisco Hunters Creek Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board or its Agent upon request for such notice by the Owner.

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. The Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees and expenses actually incurred.

Authority of Management to Act: The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy without further action by the Board.

Binding Effect: The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

Definitions: The definitions contained in the Frisco Hunters Creek Governing Documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Enforcement and Fine Policy is to be effective as of the date it is filed of record with the Office of the Collin County Clerk, shall serve to replace any policy previously adopted by the Board of Directors addressing the same subject matter, and shall remain in force and effect until resolved, modified or amended by the Board of Directors. The notice and hearing provisions of the foregoing Enforcement and Fine Policy are intended to comply with Chapter 209 of the Texas Property Code and, to the extent any provisions of the Enforcement and Fine Policy herein conflict with the Declaration of Covenants, Conditions and Restrictions, the Bylaws or Chapter 209 of the Texas Property Code, Chapter 209 of the Texas Property Code shall control, followed by the Declaration of Covenants, Conditions and Restrictions.

This Enforcement and Fine Policy shall be filed of record in the Official Public Records of Collin County, Texas.

SIGNED this th 29 day of October, 2019

FRISCO HUNTERS CREEK
HOMEOWNERS ASSOCIATION, INC.

By: 
President

Exhibit A
FINE STRUCTURE

Frequency of fines **one (1) time per 30 day period per violation**

Fine Amounts (levied every 30 days, each violation to be enforced and fined separately)

- First (1st) fine - \$50.00
- Second (2nd) fine - \$75.00
- Third (3rd) fine - \$100.00
- Fourth (4th) fine - \$150.00
- Fifth (5th) fine - \$200.00
- Sixth (6th) fine - \$250.00
- Seventh (7th) fine - \$350.00
- Eighth (8th) fine - \$500.00
- Subsequent fines each time - \$500.00

EXHIBIT B

Those tracts and parcels of real property located in the City of Frisco, Collin County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **Hunters Creek Phase 4, an Addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Volume M, Page 544, Map Records, Collin County, Texas; and**
- (b) All lots and tracts of land situated in **Hunters Creek Phase I, an Addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Cabinet M, Slide 549, Plat Records, Collin County, Texas; and**
- (c) All lots and tracts of land situated in **Hunters Creek Phase 2, an Addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Volume M, Page 552, of the Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **Hunters Creek Phase 8, an Addition to the City of Frisco, Collin County, Texas, according to the Map or Plat recorded in Volume O, Page 460, Map/Plat Records, Collin County, Texas; and**
- (e) All lots and tracts of land situated in **Hunters Creek Phase 9, an Addition to the City of Frisco, Collin County, Texas, according to the Plat thereof recorded in Volume O, Page 457, Map Records, Collin County, Texas; and**
- (f) All lots and tracts of land situated in **Hunters Creek Phase 7, an Addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Volume N, Page 869, Plat Records, Collin County, Texas; and**
- (g) All lots and tracts of land situated in **Hunters Creek Phase 5, an Addition to the City of Frisco, Collin County, Texas, according to**

the Map/Plat recorded in Volume N, Page 640, Plat Records, Collin County, Texas; and

- (h) **All lots and tracts of land situated in Hunters Creek Phase 3, an Addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Cabinet M, Slide 546, Plat Records, Collin County, Texas, and Corrected by Correction of Plat recorded in Volume 5138, Page 4512, Land Records, Collin County, Texas; and**
- (i) **All lots and tracts of land situated in Hunters Creek Phase 6, an Addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Cabinet N, Slide 831, Plat Records, Collin County, Texas.**



Stacey Kemp