

**SECOND AMENDMENT
TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
STILLWATER CANYON
[2nd Amended Filing Policy]**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

THIS SECOND AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR STILLWATER CANYON PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "Second Amendment") is made this 22nd day of March, 2017, by Stillwater Canyon Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, CL Texas, L.P., a Texas limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon" at Volume 2003191, Page 9440 *et seq.* of the Real Property Records of Dallas County, Texas, as supplemented and amended from time to time (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; 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 development is located; and

WHEREAS, on or about October 20, 2008, the Association recorded a Notice of Filing of Dedicatory Instruments for Stillwater Canyon as Document No. 20080336391 of the Real Property Records of Dallas County, Texas (the "Notice"); and

WHEREAS, on or about June 9, 2011, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Stillwater Canyon as Document No. 201100146923 of the Real Property Records of Dallas County, Texas (the "First Amendment"); and

WHEREAS, on or about November 16, 2011, the Association recorded a Second Supplement to Notice of Filing of Dedicatory Instruments for Stillwater Canyon as Document No. 201100301407 of the Real Property Records of Dallas County, Texas (the "Second Supplement"); and

WHEREAS, on or about October 7, 2013, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Stillwater Canyon as Document No. 201300316723 of the Real Property Records of Dallas County, Texas (the "Third Supplement"); and

WHEREAS, on or about November 10, 2016, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Stillwater Canyon as Document No. 201600316283 of the Real Property Records of Dallas County, Texas (the "Third Supplement"); and

WHEREAS, the Association desires to again amend the Notice and the First Amendment by replacing the "Amended Covenant Enforcement and Fining Policy" attached to the First Amendment, which replaced the "Covenant Enforcement and Fining Policy" attached to the Notice, with the "Second Amended Covenant Enforcement and Fining Policy" attached hereto as *Exhibit "A"*, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as *Exhibit "A"* is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

STILLWATER CANYON HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit corporation

By: Grover C Carter III
Its: President

ACKNOWLEDGMENT

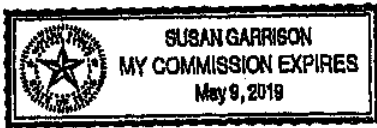
STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Grover Carter, President of Stillwater Canyon Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of March, 2017.

Susan Garrison
Notary Public, State of Texas

May 9, 2019



My Commission Expires

Exhibit "A"

Second Amended Covenant Enforcement and Fining Policy

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

SECOND AMENDED COVENANT ENFORCEMENT AND FINING POLICY

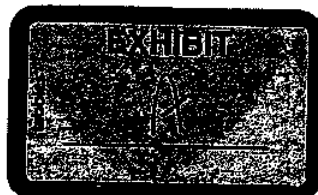
WHEREAS, Stillwater Canyon Homeowners Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration, the Bylaws, rules and regulations, architectural standards bulletins, guidelines and other policies (hereinafter the Declaration, Bylaws, rules and regulations, guidelines and standards are collectively referred to as the "Governing Documents") and, pursuant to Article VIII, Section 1(h) of the Bylaws, the Board of Directors is authorized to establish and collect penalties and fines for violations of the Governing Documents; and

WHEREAS, pursuant to Article III of the Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon (the "Declaration"), Article VIII of the Bylaws of Stillwater Canyon Homeowners Association, Inc. (the "Bylaws") and in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association desires to promulgate the following rules/policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners.

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 of the Governing Documents found to exist in, on and about the Affected Lots (hereinafter "Lot"), Common Maintenance Areas and Common Areas within Stillwater Canyon and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association.

1. Exempted Actions/Remedies. Except as otherwise provided in this Enforcement Policy, this Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to collect a regular or special assessment or foreclose under the Association's lien, or is pursuing a self-help remedy (if so authorized), or in the event the Association temporarily suspends an Owner's right to use Common Area based upon a violation that occurred on the Common Area and involved a significant and immediate risk of harm to others in the community. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges.

2. Generally. The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.



3. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

4. 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 Enforcement Policy, the delegate of the Board 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 or legal description of the Lot on which the Violation exists.
- c. Identification of authority establishing that the subject improvements, modifications, conduct, conditions, etc. constitute a Violation.
- d. Date of the verification observation and name of the person making such observation.

5. Courtesy Notice (Optional). Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). If the Association has an e-mail address for the Owner or Occupant, a copy of the Courtesy Notice may also be sent by e-mail (in addition to regular mail). The Owner will have at least ten (10) days from the date of the Courtesy 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 6 below.

6. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deems it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by certified mail (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including any property damage caused by the Owner.

b. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, or the amount claimed to be due from the owner for property damage.

c. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, and a description of the action required to cure the Violation.

d. The recipient may, on or before thirty (30) days from the date the Notice of Violation was mailed to the Owner, deliver to the Association a written request for a hearing.

e. If a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the date the Notice of Violation was mailed to the Owner, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

f. A statement that the 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. App. Section 501 *et seq.*) if the owner is serving on active military duty.

If the hearing described in d. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

7. Notice of Sanction/Fine. A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

8. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or a committee appointed by the Board affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action.

9. Appeal. Following a hearing before a committee of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided above for hearings before a committee appointed by the Board.

10. Corrective of Violation Action. 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 Lot Owner may become liable under this Enforcement Policy and/or the Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

11. Correction Action for Landscaping Violation. Where a landscape Violation is determined or deemed to exist pursuant to Article VIII, Section 22 of the Declaration, the Board may undertake to cause the landscape Violation to be corrected, removed or otherwise abated by qualified contractors if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any action by qualified contractors, the following will apply:

a. The Board must give the Owner and any third party directly affected by the proposed action prior written notice of the Board's intention to undertake the action. The foregoing notice may be given at any time.

b. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Owner.

c. The Association and its agents and contractors will not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of any action taken under this Enforcement Policy where the Association and its agents have acted reasonably and in conformity with this Enforcement Policy, and no such action shall be deemed a trespass by the Association and its agents and/or contractors.

12. 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, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collection fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

13. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

a. In the event that the Owner has not cured the Violation within the requested time period, has not made a timely written request for a hearing, the Board subsequent to a hearing decides to levy a fine, or the violation is incurable and/or a threat to the public health and safety, then the Board may impose a fine up to the amount of \$100.00 against the Owner (and occupant, if different from the Owner) and the Lot. In the event that the Board imposes a fine against an

Owner and a Lot, the Board or its delegate will send a notice of the imposition of the fine (the "Notice of Fine") to the Owner.

b. If the Violation is still not corrected or cured within fourteen (14) days from the date of the Notice of Fine (or, in the case of a recurring Violation, the Violation has reoccurred), then the Board may impose a second fine against the Owner and the Lot up to the amount of \$100.00 against the Owner and the Lot.

c. If the Violation is still not corrected or cured within fourteen (14) days from the date of the notice of the second fine (or, in the case of a recurring Violation, the Violation has reoccurred), then the Board may impose a third fine against the Owner and the Lot up to the amount of \$100.00 against the Owner and the Lot.

d. In the event that the Violation is not cured within thirty (30) days from the date of the notice of the third fine (or, in the case of a recurring Violation, the Violation has reoccurred), then the Board may impose fines up to the amount of \$100.00 against the Owner and the Lot for every thirty (30) per day period the Violation is not corrected or cured.

14. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, or delivered, as of the date of the postmark of such notice bearing postage prepaid and the appropriate name and address as required herein.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

15. Cure of Violation During Enforcement. An Owner may correct or eliminate a curable Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. If the Owner corrects or eliminates a curable Violation before the cure period provided for in the Notice of Violation, a fine may not be assessed for the Violation. If the Owner corrects or eliminates a curable Violation after the cure period provided for in the Notice of Violation, the Owner will remain liable for all costs and fines incurred or levied under this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist.

16. Definitions. The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

17. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____, and has not been modified, rescinded or revoked.

DATE: 3/30/17

Di-Shana Brown
Secretary

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Official Public Records
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