

**ENCHANTED CREEK HOMEOWNER'S ASSOCIATION, INC.**

**Adoption of Definition and Enforcement for  
Community-Wide Standard**

**WHEREAS**, the Board of Directors (the "Board") of Enchanted Creek Homeowner's Association, Inc. (the "Association") wishes to adopt a policy to aid in the definition and allowed enforcement measures associated with the Associations "Community-Wide Standards" by which the Board may make decisions and take actions on certain violations, particularly, community standards that may or may not be in writing; and

**WHEREAS**, the Board held an open board meeting on the 16<sup>th</sup> day of November 2023, wherein at least a majority of the Board voted in the affirmative adopt this Community-Wide Standard policy on behalf of the Association.

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

**NOW, THEREFORE, IT IS RESOLVED** that as of the 16<sup>th</sup> day of November 2023, the following guidelines are established by the Board:

**COMMUNITY WIDE STANDARDS: DEFINITION AND ENFORCEMENT**

These are the standards of maintenance that generally prevail throughout the community of Enchanted Creek Property which may or may not be in writing. Each Owner shall maintain his or her property and all landscaping and improvements in a manner consistent with the Governing Documents and all Rules and Regulations. Responsibility for maintenance shall include, but is not limited to, maintenance and upkeep, repair and/or replacement as necessary to maintain the property in good repair and architecturally always pleasing.

**The Community Wide Standards are enforced by the following procedures:**

"Community-Wide Standard" shall mean the standard of conduct, maintenance and appearance of residences and lots, common areas and elements, including landscaping, generally prevailing throughout the Property, or the minimum standards established pursuant to the Design Guidelines, Rules, Regulations and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standards which may be amended by Declarant during the Development Period and the Board, Architectural Review Committee as well as any assigned Managing Agent shall be the authorized parties delegated by the Declarant to carry out the standards adopted.

**The Association, through its Board, shall ensure that the Community-Wide Standard established by the Declarant or through any Rule or Regulation, whether in writing or not, shall continue after the termination or expiration of the Development Period.**

The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, color selections, placement allowances, yard art, vehicle storage and parking, trash and recycle container placement, and other subjective elements subject to the Declarant's and thereafter, the Board's discretion. The Declarant and the Board shall have the right to determine objective elements on a case-by-case basis whenever they deem it to be in the best interest of the community and its residents.

**The Community-Wide Standard may or may not be in writing and will likely 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 Development Period expires. *The Community-wide standard is enforceable, whether in writing or not, the same as any other restriction, rule, or regulation within the Governing Documents, or which is adopted or otherwise amended at any time and from time to time. Any violation of a Community-Wide Standard shall be enforced the same as a violation based on any written rule or restriction and shall carry the same enforcement rights and measures as any other violation.*

**Other facts to consider. The below does not constitute all rules or requirements:**

- Owners / occupants will be noticed of a violation and the Owner / occupant shall have a set number of days in which the violation should be cured. Be advised that certain violations may have different notice requirements and carry greater fines than other violations based on the nature, severity, or reoccurring nature of the violation. For example, non-curable or incurable violations or actions and/or violations by an Owner or any occupant that threatens the health, safety, and/or welfare of any resident, property, person, place, or thing.
- **The Association is within its rights to accept written statements or affidavits from Owners or any resident or occupant who eye witnesses a violation occurring without photo proof required. Additionally, the Association may accept video feeds from ring door bells, security cameras, or other types of video or media sources.**
- If the problem is not corrected within the set number of days indicated in the notice, the Association shall have the right to move to Self-Help actions and may hire a contractor or designate any vendor or person capable of abating the violation, and the Owner will be billed for all cost associated with the abatement. Additionally, fines up to \$500.00 per violation occurrence may be levied depending upon the severity or reoccurring nature of the violation.
- Any violations not corrected by an Owner, or any occupant may face additional daily or weekly fines and/or Self-Help actions. At the Board's sole discretion, suit for non-compliance with the Governing Documents and rules of the Association may also be filed.

- An Owner may request an extension from time to time and the Board or its assigned delegates may authorize one (1) extension which shall not exceed thirty (30) days without the express written consent of the Board. Notwithstanding, an exclusion to this rule shall be the replacement of trees or other landscape which must be planted during optimal growing seasons.

**IT IS FURTHER RESOLVED**, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Community-Wide Standard Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

**IN WITNESS WHEREOF**, the undersigned, being the Board President of the Association has executed this Notice as of the 16<sup>th</sup> day of November 2023.

Enchanted Creek Homeowner's Association, Inc., a  
Texas non-profit corporation

Name:   
Title: Brock Babb, Board President