

**ENFORCEMENT AND FINE POLICY***For***Spring Canyon Master Association, Inc.****September 23, 2025****RECITALS**

1. The Spring Canyon Master Association, Inc., (the “**Association**”) constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code; and
2. Section 209.0061 of the Texas Property Code sets forth requirements for a property owners’ association to adopt an enforcement policy regarding the levying of fines by the Association; and
3. Article 3, Section 3.7 of the Spring Canyon Master Declaration (“**Declaration**”) authorizes the Association to levy reasonable fines against an Owner for a violation of the Association Documents; and
4. Article 3, Section 3.1(b), of the Bylaws authorizes the Association to enforce and carry out the terms of the Association Documents and to enjoin and seek damages from any Owner for violation of such provisions; and
5. The Board desires to adopt an enforcement policy relating to the imposition of fines consistent with the Declaration, Bylaws and applicable law, as set forth below; and
6. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

**POLICY**

The Board hereby adopts this Policy relating to the imposition of fines for violations of the Association Documents. The Association uses fines to discourage violations and encourage compliance when violations occur, but not to punish or generate revenue for the Association. Although a fine may be an effective and efficient remedy in certain types of violations, it is only one of several methods available to the Association for enforcing the Association Documents.

The Association’s use of fines shall not interfere with its exercise of other rights and remedies for the same violation, nor shall fines be used to the exclusion of other remedies.

**SECTION I****DEFINITIONS**

1.1 **Definitions.** Capitalized terms used in this Policy have the meanings as set forth below, other capitalized terms used in this Policy but not defined herein shall have the same meanings as those ascribed to them in the Declaration, unless otherwise indicated, while the use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning:

- (a) “**Association**” means Spring Canyon Master Association, Inc.
- (b) “**Association Documents**” means the Declaration, the Restrictions, the Certificate of Formation of the Association, the Bylaws, any resolutions adopted by the Board or Association, and any Rules adopted by the Board.
- (c) “**Board**” or “**Board of Directors**” means the Board of Directors of the Association.
- (d) “**Bylaws**” means the current Bylaws of Spring Canyon Master Association, Inc., a Texas nonprofit corporation.
- (e) “**Declaration**” means the “Spring Canyon Master Declaration” recorded in the Official Public Records of Randall County, Texas, under Document No. 2020006165, and any amendments or modifications thereto.
- (f) “**Lot**” means each Lot (each “a Lot” and collectively “Lots”) shown on the plats, as amended from time to time, including improvements located on a Lot, except for the Common Areas. The definition of “Lot” expressly excludes any unplatted portions of the Land and any platted portions of the Land that have not been subjected to this Master Declaration in the manner set forth in Section 5.11 of the Spring Canyon Master Declaration.
- (g) “**Owner**” means each Person who is a record owner of a fee simple interest in any Lot but excluding (i) any Non-Member Owner and (ii) any Person who holds only a lien or interest in the Lot as security for the performance of any obligation.

- (h) "Owner Related Parties" has the meaning given in Section 2.1.
- (i) "Policy" means the Enforcement and Fine Policy for Spring Canyon Master Association, Inc., a Texas nonprofit corporation.
- (j) "Subdivision" means the following described real property, which is a portion of the Land:

All of Spring Canyon Unit 1, a suburban subdivision to the City of Canyon in Randall County, Texas, out of Section 2, Block 1, T.T.R.R. Co. Survey, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document. No. 2020000238, with the exception of: Lots 1, 14, and 15, Block 1; Lots 20, 21, and 40, Block 2; and Lot 1, Block 3, which shall not be considered part of the "Subdivision".

The term "Subdivision" shall also include any other tracts of land that the Declarant may, in the future, subject to this Master Declaration in accordance with Section 5.11 of the Declaration.

**SECTION H**  
**TYPES OF VIOLATIONS**

2.1 **Compliance with Restrictions.** Each Owner of a Lot is responsible for assuring that the Owner and the Owner's family members, tenant(s), occupant(s), guest(s) and invitees ("Owner and Related Parties") comply with all rules and regulations and all other Association Documents of the Association. In the event an Owner and Related Parties violate any provision of the Association Documents, a fine may be levied in accordance with this Policy. All expenses of the Association incurred in connection with the enforcement of any of the Association Documents under this Policy will be charged to the Owner's account. Such expenses include, but are not limited to court costs, attorneys' fees, and other fees and expenses the Association incurs in exercising any of its available remedies.

2.2 **Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

A. **Curable Violations.** By way of example and not limitation, the Texas Property Code lists the following as examples of curable violations:

- (a) a parking violation;
- (b) a maintenance violation;
- (c) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- (d) an ongoing noise violation such as a barking dog.

B. **Uncurable Violation.** A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not limitation, the Texas Property Code lists the following as examples of uncurable violations:

- (a) an act constituting a threat to health and safety;
- (b) shooting fireworks;
- (c) a noise violation that is not ongoing; and
- (d) holding a garage sale or other event prohibited by Association Documents.

C. **Violation that is a Threat to Public Health or Safety.** Pursuant to the Texas Property Code, a violation that is a threat to public health or safety is one that could materially affect the physical health or safety of an ordinary resident.

2.3 **Types of Enforcement Procedures.** As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority and sole discretion to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy shall not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board,

**SECTION III**  
**ENFORCEMENT OF CURABLE VIOLATIONS**

3.1 **Enforcement.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board may, but shall not be obligated to, consider any special circumstance relating to the violation and the cost to cure the violation.

3.2 **Courtesy Letter.** Upon verification of a violation, a courtesy letter *may* be sent to the Owner describing the violation and requesting that the Owner cure the violation within the stated time period. The Association is not required to send a courtesy letter.

3.3 **Demand Letter.** Upon initial verification of a violation or after the expiration of the time period stated in the courtesy letter (if sent), a demand letter may be sent to the Owner. The demand letter will be sent by certified mail, or any other method allowed by law. The demand letter shall be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. The demand letter may be the first letter sent (rather than a courtesy letter) as determined by the Board in its sole discretion.

3.4 **Content of the Demand Letter.** The demand letter will include the following:

- (a) a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- (b) notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- (c) a specific date, which must be a reasonable period, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- (d) notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- (e) notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. App. Section 501 et seq.) if the Owner is serving on active military; and
- (f) any other information that may be required by law.

3.5 **Hearing Requested.** If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. The hearing will be in a closed executive session of the Board. The Owner may attend the hearing in person or may be represented by another person or by written communication.

3.6 **Hearing Not Requested.** If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter.

3.7 **Remedies.** The Owner shall be liable for, and the Association may collect reimbursement of reasonable attorneys' fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or if a hearing is not requested, after the date by which the Owner must request a hearing. Fines and other remedies available to the Association may be implemented after the hearing or the expiration of the thirty (30) period provided to the Owner to request a hearing. In addition to charging fines as provided for in this Policy, the Association reserves the right under the Association Documents and under Texas law to file a suit for the recovery of damages or injunctive relief, and the Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association.

**SECTION IV**  
**ENFORCEMENT OF UNCURABLE VIOLATIONS &**  
**VIOLATIONS THAT ARE A THREAT TO PUBLIC HEALTH OR SAFETY**

4.1 **Enforcement.** Upon initial verification of an uncurable violation or violation that poses a threat to public health or safety, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail, or any other method allowed by law. The demand letter shall be

4.2 **Content of the Demand Letter.** The demand letter will include the following:

- (a) a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association; and
- (b) notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- (c) notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. App. Section 501 et seq.) if the Owner is serving on active military duty; and
- (d) any other information that may be required by law.

4.3 **Hearing Requested.** If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. The hearing will be in a closed executive session of the Board. The Owner may attend the hearing in person or may be represented by another person or by written communication.

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**SECTION V**  
**SUBSEQUENT VIOLATIONS**

5.1 **Repeat Violation.** If an Owner has been given notice in accordance with this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or substantially similar violation and the Association may impose fines without first sending another demand for compliance.

5.2 **Increase in Fine.** If an owner commits the same violation of the restrictions more than once, then the Association may impose a greater monetary fine than was imposed for the last violation in the amount to be determined in the sole direction of the Board.

**SECTION VI**  
**FINES**

6.1 **Fines: General Categories.** Subject to the notice provisions set forth in Section 3 and Section 4 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner as a result of a violation(s) of the Association Documents. Failure to pay any fine may result in a lien on the Owner's property. The general categories of violations for which the Association may assess fines includes, but is not limited to, those categories listed in Section 6.3 below.

6.2 **Type of Levy.** If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly), beginning on the date the fine attached or begins accruing. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. The type of levy is to be determined at the sole discretion of the Board.

6.3 **Fine Schedule.** Fines for violations of the Restrictions are as set forth below (the "Fine Schedule"). Payment of fine amount does not imply or constitute a waiver of enforcement or granting of a variance for the violation. All violations must be corrected and brought into compliance with the Association Documents. The Owner shall be responsible for any fines and enforcement costs, including reasonable attorneys' fees, assessed on the Lot. The Board has adopted the following schedule of fines, which shall apply to all violations of the Restrictions unless the Board, in its or their sole discretion, determines the fine amount should be waived or

**Fine Schedule**

<b>Notice</b>	<b>Time to Cure</b>	<b>Fine Amount (if not cured)</b>
Courtesy Notice (not required, but if sent)	10 days	No Charge
Demand Letter – 1 <sup>st</sup> Notice (Chapter 209-Demand Letter)	30 days	As specified below
Subsequent Notice for the same or substantially similar violation	N/A	As specified in Section 5 herein.

<b>General Categories of Violations</b>	<b>Fine Amount (minimum)</b>
Restriction On Use of Lots	\$100.00
Restrictions on Construction Procedures	\$250.00
Restrictions Related to Architectural Control	\$250.00
Landscaping and Lot Appearance	\$100.00

6.4 **Fine Discretion.** The Board is hereby authorized to, in its sole and absolute discretion, impose a lesser, greater, or no fine at all for a violation of the Restrictions regardless of the amount set forth herein, on a case-by-case basis. Any adjustment to the Fine Schedule by the Board shall not be construed as a waiver of the Fine Schedule or the Restrictions.

**SECTION VII**  
**MISCELLANEOUS**

7.1 **Severability.** If any portion of this Policy is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of this Policy.

7.2 **Other remedies.** This Policy is in addition to any other remedy the Association may have to pursue a violation of the Restrictions and in no way limits or estops the Association from pursuing any other remedy to enforce the Association Documents.

7.3 **Amendment.** This Policy may be revoked or amended from time to time by the Board. This Enforcement Policy will remain effective until ten (10) days after the Association delivers notice of amendment or revocation of this Policy to the Owners. The notice may be published or distributed in an Association newsletter or other community-wide publication.

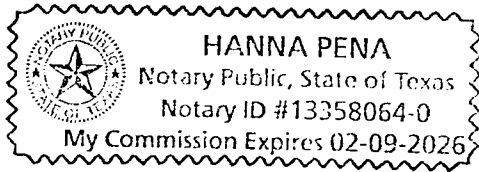
**CERTIFICATION**

IN WITNESS WHEREOF, the undersigned, Charles Rimel, as the duly elected, qualified and acting President of the Spring Canyon Master Association, Inc., a nonprofit corporation, hereby certifies on behalf of the Association that this Enforcement Policy, was duly adopted by the Board of Directors of the Association at a meeting of the Board held on September 23, 2025, and shall take effect upon its recording in the Official Public Records of Randall County, Texas.

Spring Canyon Master Association, Inc.  
a Texas nonprofit corporation

By: Tyler Wille  
Tyler Wille, President

This instrument was acknowledged before me, the undersigned authority, on the 5<sup>th</sup> day of November, 2025, by Tyler Wille, President of the Spring Canyon Master Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



*Hanna Pena*  
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Notary, State of Texas

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Susan B. Allen*

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12/05/2025 02:17:05 PM  
Fee: \$45.00  
Susan B. Allen, County Clerk  
Randall County, Texas  
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