

Denton County
Juli Luke
County Clerk

Instrument Number: 107726

ERecordings-RP

MISCELLANEOUS

Recorded On: October 04, 2023 01:17 PM

Number of Pages: 230

" Examined and Charged as Follows: "

Total Recording: \$942.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 107726
Receipt Number: 20231004000294
Recorded Date/Time: October 04, 2023 01:17 PM
User: Calinda B
Station: Station 20

Record and Return To:

Simplifile



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

FIRST SUPPLEMENT TO THE NOTICE OF FILING
OF
DEDICATORY INSTRUMENTS
FOR
VILLAGES OF STAR TRAIL
[Assessment Collection Policy, Covenant Enforcement and Fining Policy
& Leasing and Occupancy Rules]

STATE OF TEXAS §
COUNTY OF COLLIN § KNOW ALL MEN BY THESE PRESENTS:
§

THIS FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL (this "First Supplement") is made this 24th day of July, 2018, by Blue Star Allen Land, L.P. ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Villages of Star Trail on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (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 September 1, 2017, the Association filed a Notice of Filing of Dedicatory Instruments for Villages of Star Trail as Document No. 20170901001180190 of the Real Property Records of Collin County, Texas (the "Notice"); and

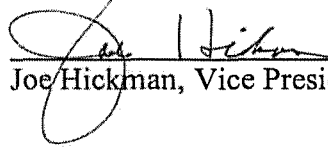
WHEREAS, the Association desires to supplement the Notice record the dedicatory instruments attached hereto as **Exhibit "A"**.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, Declarant has caused this Notice to be executed by its duly authorized agent as of the date first above written.

BLUE STAR ALLEN LAND, L.P.,
a Texas limited partnership

By: BLUE STAR INVESTMENTS, INC.,
a Texas corporation, its General Partner

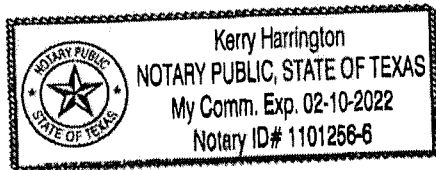
By: 
Joe Hickman, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Hickman, Vice President of Blue Star Investments, Inc., a Texas corporation, General partner of Blue Star Allen Land, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 2nd day of JULY, 2018.



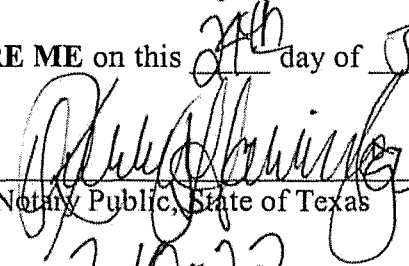

Notary Public, State of Texas
2-10-22
My Commission Expires

Exhibit "A"

- A-1 Assessment Collection Policy
- A-2 Covenant Enforcement and Fining Policy
- A-3 Leasing and Occupancy Rules

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, the Villages of Star Trail Homeowners Association, Inc. (the "Association") has authority pursuant to Article IX of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Declaration") to levy assessments against Owners of Lots located within the Villages of Star Trail, a planned community located in Collin and Denton County, Texas (the "Development"); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and state law regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

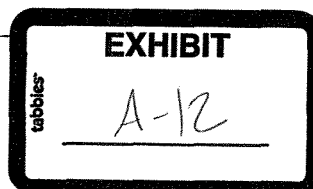
NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" ("Policy") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. Delegation to Management. To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. Ownership Interests. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. Due Dates. Pursuant to Article IV of the Declaration, the assessments shall be paid in such manner and on such dates as may be fixed by the Board. Currently, the Base Assessment is due and payable in advance on the first day of January, April, July and October of each year. The due date for a Special Assessment or Specific Assessment is the date stated in the notice of assessment or, if no date is stated, within ten (10) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date". Any assessment which is not paid in full by the fifteenth (15th) day of January, April, July and October is delinquent (the "Delinquency Date") and shall be assessed late fees, handling charges and interest as provided in Paragraphs 7, 8 and 9 below.



5. Written Notice of Default. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of default to the Owner via certified mail, return receipt requested (the "**Default Notice**"). The Default Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association offer payment plans to owners in certain circumstances. The Board has adopted and recorded an Alternative Payment Plan Policy relating to payment plans and the Association will follow the guidelines and procedures contained therein.

7. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be eighteen percent (18%) per annum, or the maximum amount permitted by Texas law, whichever is less, and shall accrue from the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

8. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, a late charge in the amount of \$25.00 may be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

9. Handling Charges and Return Check Fees. In order to recoup for the Association and/or its managing agent the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association or its managing agent in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

10. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that do not fall within category (3); (5) any fines assessed by the Association; and lastly (6) any other amount owed to the Association.

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

12. Notification of Owner's Representative. 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 interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

13. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Default Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may

prepare and record in the Real Property Records of Collin County or Denton County, as applicable, a written notice of lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot for foreclosure at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Suspension of Rights to Use Recreational Facilities. If authorized by the Declaration, Bylaws or rules and regulations, the Association may suspend an Owner's privileges to use the Association's recreational facilities.

h. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

14. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

15. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

16. 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 Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this 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 Policy conflicts with the Declaration, the Declaration controls. In the event any provision of the Declaration related to collection of assessments conflicts with Chapter 209 of the Texas Property ("Code"), the Code controls.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption and recordation 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 July 17, 2018, and has not been modified, rescinded or revoked.

DATE: 7-24-18

Alexa C. Devito
Secretary

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

LEASING AND OCCUPANCY RULES

Pursuant to Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Declaration") and Article III, Section 3.21(f) of the Bylaws of Villages of Star Trail Homeowners Association, Inc. (the "Bylaws"), the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") has the power to adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots.

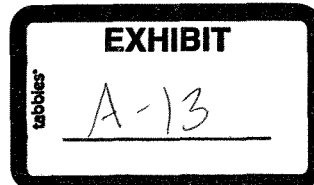
Pursuant to the authority in Article IV, Section 4.3 of the Declaration and Article III, Section 3.21(f) of the Bylaws, the Board hereby adopts the following Leasing and Occupancy Rules governing the leasing and occupancy of Residences on Lots.

Leasing and Occupancy Rules

The leasing of Residences on Lots shall be governed by the following provisions:

(1) Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of the Residence on a Lot by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a lot is owned by a trust and the beneficiary of the trust is living in the Residence, that lot shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease back in connection with the sale of a Lot, where the seller of the Lot transfers title to the Lot and then leases the Lot back from the purchaser.

(2) General. Residences may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Rules and Regulations of the Association. No short term rentals or transient tenants may be accommodated on a Lot. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than thirty-one (31) days, including leasing a Residence on a nightly basis. Owners may not list their Residences as for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. All leases must be for an initial term of twelve (12) months unless otherwise approved by the Board in writing. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Residence and obtain the Board's written notice that the Owner may lease a Lot pursuant to this Paragraph. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association. The Owner must provide a copy of the lease to the Association but may redact sensitive personal information. "Sensitive personal



information” is defined as a social security number, driver’s license number, government issued identification number, bank account/credit card/debit card number.

(3) Leasing and Occupancy Restrictions. In order to preserve the quality of life of other residents and high standards of maintenance and care of the Common Area, and to promote the residence and/or leasing of Residences by responsible individuals, a Residence may be leased in accordance with the following provisions:

(a) Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer, and provide, at the Owner’s sole cost and expense, the following information to the Board:

(i) The name, date of birth, current address and driver’s license number of the prospective lessee(s) and each prospective adult occupant (over age 18) along with current license plate numbers for all vehicles belonging to the prospective lessee(s) and occupants which will be parked in the Property;

(ii) A criminal background report, acceptable to the Board, and in a form required by the Board, for each prospective adult occupant of the Residence.

(b) Qualifications of Prospective Occupants and Lessees.

(i) Occupancy. Each Residence may be occupied by only one family consisting of any number of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants or caregivers to one or more occupants.

(ii) Certain Criminals Prohibited. Owner may not lease to or allow any person to reside in or occupy a Residence who has been convicted of any felony crimes involving violence; crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

(iii) Sex Offenders Prohibited. “Sex offenders,” as defined below, are prohibited from leasing, residing in or occupying any Residence and Owners are strictly prohibited from entering any lease with or allowing any sex offender to occupy or reside in a Residence.

Definition of “Sex Offender”. For purposes of this Rule, a “Sex

Offender” is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future) or pursuant to any other law of the State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation. A “Sex Offender” for purposes of this Rule also includes a person who is required to register as a sex offender but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program.

Purpose of the Texas Sex Offender Registration Program. The Texas Sex Offender Registration Program, sometimes referred to as “Megan’s Law”, was adopted to address the danger of recidivism posed by sex offenders and offenders who commit other predatory acts against children. A system of registration was created by the State of Texas in order to identify and alert the public when necessary for public safety, and to provide enforcement officials with additional information critical to preventing and promptly resolving situations involving sexual abuse and missing persons. The Texas Department of Criminal Justice, the Texas Youth Commission, or a court determines the person's level of risk to the community. The State of Texas notes that the screening tool utilized for determining an offender’s level of risk cannot determine whether a particular offender will re-offend but that it only indicates that a person with these characteristics has a higher probability of re-offending. Risk levels as defined by Texas statute are as follows:

High (Level 3) -- indicating that the person poses a serious danger to the community and will continue to engage in criminal sexual conduct.

Moderate (Level 2) -- indicating a moderate danger to the community and may continue to engage in criminal sexual conduct.

Low (Level 1) -- indicating that the person poses a low danger to the community and will not likely engage in criminal sexual conduct.

Not all registered sex offenders are required to have a risk assessment under current Texas law. The term "Not Available" indicates the offender is not required to have a risk assessment or the offender's risk assessment has not been reported to the Texas Department of Public Safety.

The identity of Sex Offenders can be obtained from various public access Internet web sites, such as the Texas Department of Public Safety web site at <http://records.txdps.state.tx.us>.

Finding of Danger to Association Residents. The Board has determined that any individual who is required to register under the Sex Offender

Registration Program, with the exception of an offender assigned a risk assessment of Level 1 (Low), presents an unreasonable danger to the residents of the Villages of Star Trail by virtue of the Sex Offender's access to the Common Area facilities to which all residents have shared access. Further, in traveling to and from these Common Areas, the residents of the Villages of Star Trail, especially children, are subject to contact with any such Sex Offender on a frequent and continuing basis. Such potential exposure, in light of the legislature's recognition of the serious danger posed by such an individual, dictates that a Sex Offender should be prohibited from permanently or temporarily residing in the Villages of Star Trail.

Ownership and Residency Prohibited. A Sex Offender, as defined herein above, is prohibited from purchasing a Lot in the Villages of Star Trail or owning any interest in a Lot in the Villages of Star Trail. Owners are prohibited from conveying title or any interest in a Lot to a Sex Offender. A Sex Offender shall not reside, temporarily or permanently, in a Residence at the Villages of Star Trail. An Owner who intends to lease or rent his Residence shall perform a background check upon each prospective adult occupant, to include but not limited to investigating to determine if a prospective occupant is a Sex Offender as defined in this Rule. An Owner shall not lease to, or allow any person to permanently or temporarily reside within the Project who is a Sex Offender.

Use of Common Areas Prohibited. A Sex Offender shall not enter onto the Association's Common Areas, with the exception that an Owner who is a Sex Offender may attend any duly called meeting of the Association's Board of Directors or Owners which may be held in one of the Association's Common Areas.

THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES OR OCCUPANTS RESIDING WITHIN VILLAGES OF STAR TRAIL HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME.

(4) Leasing Limitations. Upon acquiring an ownership interest in a Lot, the Owner may not lease the Lot or Residence thereon, or any portion thereof, until the expiration of twenty-four (24) months from the date of the closing of the sale of the Lot or recording of the deed to the Lot which conveys title, whichever is earlier; provided that the Owner may lease the Lot or Residence thereon pursuant to Board approval of a hardship per Paragraph (6) below. After the expiration of the twenty-four (24) month period, the Owner may lease the Lot subject to the other terms contained in this Rule. The Board may adopt and enforce reasonable rules regulating leasing and subleasing.

From the date of the adoption of this Rule, no more than fifteen percent (15%) of the total Residences located in the Villages of Star Trail Property may be leased at any point in time. The goal is to preserve Villages of Star Trail as one of predominantly owner-occupied Residences. An Owner seeking to lease his or her Residence must notify the Board in writing of his or her desire to lease the Residence. If the fifteen percent (15%)

cap has not been reached, then the Board will notify the Owner that he/she may enter the lease. If the lease would exceed the fifteen percent (15%) cap, or if fifteen percent (15%) of the total Residences are already under lease, then the Board will notify the Owner that he/she may not enter the lease at this time. The right to lease is granted on a first come, first serve basis. Upon the expiration of a lease term, the Owner of the Residence must again notify the Board of his or her desire to renew the lease on the Residence in order to given an equal opportunity to all Owners to lease their Residences.

(5) Rejection of Lease by Board of Directors. If the terms of the lease do not meet the standards and criteria described in these Rules, then the Board may notify the Owner that the lease fails to meet the requirements of these Rules. Owner shall not lease to or allow anyone to reside in the Residence if the lease does not meet the standards and criteria set out above.

(6) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more Residences prior to the twenty-four (24) month leasing ban or in excess of the leasing cap above upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her residence and cannot, within ninety (90) days from the date the lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Lot is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot; (iv) the Lot is to be leased to a member of the Owner's immediate family who is twenty-one (21) years of age or older, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses. Those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship.

(7) Contents of Lease. Each Owner acknowledges and agrees that any lease of his or her Lot shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this paragraph. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions shall also be attached to any lease as an addendum and, again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee, by occupancy of a lot, agrees to the applicability of this section and incorporation of the following language into the lease:

The lessee shall comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure their compliance. Any violation of the Declaration, By-Laws or Rules and Regulations by the lessee, any occupant or any person living with the

lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the Rules and Regulations of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common area including, but not limited to, the use of all recreational facilities and other amenities such as the pool. The Owner shall transfer all access tags, cards, etc. to the lessee for the term of the lease.

(8) Compliance with Declaration, Bylaws and Rules and Regulations. Each Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the Rules and Regulations of the Association and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be personally sanctioned for any violation. The Owner shall provide the lessee a copy of the Declaration, Bylaws and the Rules and Regulations of the Association.

In the event that the lessee, or a person living with the lessee, violates the Declaration, Bylaws or a Rule or Regulation for which a fine is imposed, such fine shall be assessed against the owner. The Owner shall pay the fine upon notice from the Association.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs associated with the eviction, shall be assessed as an assessment against the lot and the Owner, such being deemed an expense which benefits the leased lot and the Owner thereof.

(9) Exempt Owners. The leasing limitations contained in Sections (2) and (4) shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any Lot pursuant to the remedies set forth in its mortgage or security instrument, provided, however, that it shall apply to any leases by any purchaser from such mortgagee and any successor to such purchaser

(10) Grandfathering. With respect to Residences which are subject to a valid written lease as of the effective date hereof, the above restrictions do not apply. Notwithstanding this exemption for Residences already subject to a valid written lease on the effective date hereof, upon termination of that lease, the Owner must comply with the above rules.

(11) Noncompliance. Subject to the exclusions provided in Sections (9) and (10),

from the date of the adoption of this Rule, any lease of a Lot entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer not title or interest in a Residence to the purported lessee or purchaser. The Association shall have the power and authority to enforce this Rule in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions hereof. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH.** Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her lot which in the judgment of the Board are reasonably necessary to monitor compliance with these Rules.

This is to certify that the foregoing Leasing and Occupancy Rules were adopted by the Board of Directors at a meeting of same on July 17, 2018, and has not been modified, rescinded or revoked.

DATE: 7.24-18


Secretary

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

**FIRST AMENDMENT TO THE
LEASING AND OCCUPANCY RULES**

WHEREAS, pursuant to Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Declaration") and Article III, Section 3.21(f) of the Bylaws of Villages of Star Trail Homeowners Association, Inc. (the "Bylaws"), the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") has the power to adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots; and

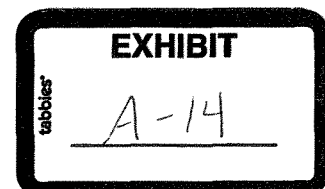
WHEREAS, pursuant to this authority, the Board adopted the Leasing and Occupancy Rules which were recorded on or about July 26, 2018, as Document No. 20180726000928900 of the Real Property Records of Collin County, Texas (the "Leasing Rules"); and

WHEREAS, the Board desires to amend the Leasing Rules pursuant to the above authority.

NOW, THEREFORE, IT IS RESOLVED that the Leasing Rules are hereby amended as follows:

1. Section 2 of the Leasing Rules is deleted in its entirety and replaced with the following:

(2) General. Residences may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Rules and Regulations of the Association. No short-term rentals or transient tenants may be accommodated on a Lot. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than thirty-one (31) days, including leasing a Residence on a nightly basis. Owners may not list their Residences as for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. All leases must be for an initial term of twelve (12) months unless otherwise approved by the Board in writing. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Residence and obtain the Board's written notice that the Owner may lease a Lot pursuant to this Paragraph. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association.



2. Section 3(a) of the Leasing Rules is deleted in its entirety and replaced with the following:

(a) Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board:

(i) The contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside in the Property;

(ii) The commencement date and term of the lease.

3. Except as modified by this First Amendment, the Leasing and Occupancy Rules shall remain in full force and effect.

IT IS FURTHER RESOLVED that this First Amendment to the Rules Governing Leasing is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing was adopted by the Board of Directors at a meeting of same on June 23, 2022, and has not been modified, rescinded or revoked.

DATE

June 23, 2022


President

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2023000114536

eRecording - Real Property

AMENDMENT

Recorded On: October 04, 2023 11:34 AM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023000114536
Receipt Number: 20231003000399
Recorded Date/Time: October 04, 2023 11:34 AM
User: Kristen M
Station: Workstation cck036

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

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 Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT POLICY AND FINING SCHEDULE

(Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, Villages of Star Trail Homeowners Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Declaration"), the Bylaws of Villages of Star Trail Homeowners Association, Inc. (the "Bylaws"), any guidelines, any policies, and any rules and regulations adopted by the Board pursuant to the Declaration (collectively, the "Restrictions"); and

WHEREAS, pursuant to Article IV, Section 4.4 of the Declaration, the Association shall be authorized to impose sanctions for violations of the Governing Documents, which may include, without limitation, imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot; and

WHEREAS, pursuant to Article III, Section 3.26 of the Bylaws, the Association shall have the power to impose sanctions, including the levying of fines, for violations of the Restrictions; and

WHEREAS, the Board previously adopted a Covenant Enforcement and Fining Policy which was recorded on or about July 26, 2018, as Document No. 20180726000928900 of the Real Property Records of Collin County, Texas (the "2018 Fining Policy"); and

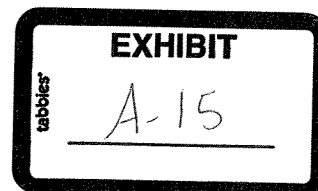
WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Residential Property Owners Protection Act (the "Act") the Board of Directors of the Association desires to replace the 2018 Fining Policy with the following policies and procedures for the enforcement of the restrictive covenants set forth in the Restrictions 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 Restrictions and for the elimination of violations of the Restrictions and the same are to be known as the "Covenant Enforcement Policy and Fining Schedule" (to be referred to herein as the "Enforcement Policy").

I

EXEMPTED ACTIONS/REMEDIES

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 recover money damages, is seeking to recover unpaid assessments and/or is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the 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,



or a counterclaim of the Association in a lawsuit brought against the Association by a property owner.

II **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 Restrictions; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Restrictions 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.

The definitions contained in the Association's Restrictions are hereby incorporated herein by reference. For purposes of this Enforcement Policy, "Lot" shall have the same meaning as "Lot" as defined in Article I, Section 1.25 of the Declaration.

III **VIOLATION**

Any condition, conduct, use, activity, or improvement which does not comply with the provisions of the Restrictions 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 following are examples of acts considered incurable for purposes of this Policy:

- a. shooting fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. property damage, including the removal or alteration of landscape; and
- e. holding a garage sale or other event prohibited by the Restrictions.

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.

IV **OPTIONAL COURTESY NOTICE**

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, email, or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Courtesy Notice will give the Owner a deadline for correction or cure. The Board or its delegate may proceed immediately to the notice below and is not required to send this Courtesy Notice.

V
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 deem it appropriate to proceed without the Courtesy Notice, the Association will send the Owner of the Lot in question a written notice of the Violation(s) by verified mail at the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (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 Restrictions 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 provide, as applicable, the following:

1. Describe the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
2. Inform the Owner that the Owner:
 - a. is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the Violation is of a curable nature and does not pose a threat to public health or safety,
 - b. may request a hearing under Section 209.007 on or before the 30th day after the date the Notice of Violation was mailed to the Owner; and
 - c. 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.
3. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and
4. Notify the Owner that if a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before the 30th day after the date of the Notice of Violation, 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.

VI

OWNER'S RIGHT TO REQUEST A HEARING

If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation; (ii) if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or (iii) the Association temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

If the Owner is entitled to a hearing and timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the board receives the Owner's written request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

The Owner or the Association may make an audio recording of the meeting.

Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day period, the Owner is entitled to an automatic 15-day postponement of the hearing.

During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

VII

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 collect 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 Restrictions and administering this Enforcement Policy shall become the personal obligation of

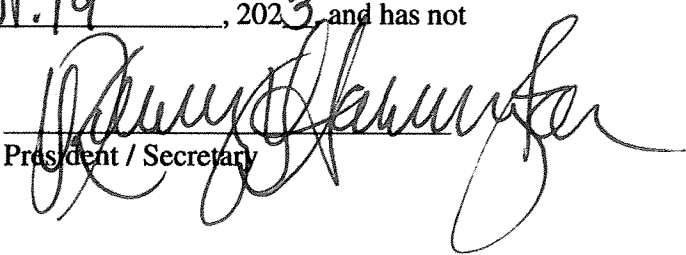
the Owner. Fines may also be levied as a Specific Assessment pursuant to Article IX, Section 9.4 of the Declaration and are secured by the Association's assessment lien as further provided in Article IX of the Declaration.

VIII
CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the covenants and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A**.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Sept. 19, 2023, and has not been modified, rescinded or revoked.

DATE: 9-27-23



President / Secretary

EXHIBIT A

SCHEDULE OF FINES

The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation. Initial Fines, 2nd Fines and Additional Fines may double for repeat offenders of the same or similar Violation.

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

<u>CATEGORY OF VIOLATION</u>	<u>TYPE</u>	<u>INITIAL FINE</u>	<u>2ND AND ADDITIONAL FINES</u>
Single-Family/Business Use	Curable	Up to \$500	Up to \$1000 per month
Leasing Violation			
Short-Term Rental	Curable	\$100 per day	N/A
No Notice of Lease (Lease Compliant)	Uncurable	Up to \$500 (one-time)	N/A
Lease Non-Compliant	Curable	Up to \$500	Up to \$1000 per month
All Other	Uncurable	Up to \$500 (one-time)	N/A
All Other	Curable	Up to \$500	Up to \$1000 per month
Nuisance/Noxious/Offensive Conduct	Uncurable	Up to \$500 (one-time)	
Nuisance/Noxious/Offensive Conduct	Curable	Up to \$500	Up to \$1000 per month
Architectural Violations			
Failure to Submit Plans	Uncurable	Up to \$500 (one-time)	
Failure to Construct Per Approved Plans (Modification Denied)	Curable	Up to \$500	Up to \$500 per month
Failure to Construct Per Approved Plans (Modification Allowed)	Curable	Up to \$10,000 (one-time)	N/A
Parking & Vehicle-Related Violations	Curable	Up to \$500	Up to \$1000 per month
Parking & Vehicle-Related Violations	Uncurable	Up to \$500 (one-time)	N/A
Pet & Animal (Livestock) Violations	Curable	Up to \$500	Up to \$1000 per month
Pet & Animal (Livestock) Violations	Uncurable	Up to \$500 (one-time)	N/A

<u>CATEGORY OF VIOLATION</u>	<u>TYPE</u>	<u>INITIAL FINE</u>	<u>2ND AND ADDITIONAL FINES</u>
Maintenance, Construction, Landscaping & Drainage Violations	Curable	Up to \$500	Up to \$1000 per month
Maintenance, Construction, Landscaping & Drainage Violations	Uncurable	Up to \$500 (one-time)	N/A
Rules & Regulations Violations	Curable	Up to \$500	Up to \$1000 per month
Rules & Regulations Violations	Uncurable	Up to \$500 (one-time)	N/A
All Other Violations	Curable	\$100	\$250 (2 nd); \$500 (3 rd +)
All Other Violations	Uncurable	\$100 (one-time)	