SECOND SUPPLEMENT TO COMMUNITY MANUAL
(FINE AND ENFORCEMENT POLICY)
for
CARLSON PARK RESIDENTIAL COMMUNITY, INC

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

I, Iris Chapa Reyes, President of Carlson Park Residential Community, Inc., (the "**Association**"), certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following "Second Supplement to Community Manual (Fine and Enforcement Policy)" was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this Second Supplement to Community Manual (Fine and Enforcement Policy) ("**Policy**") is that property restricted by the Declaration of Easements, Covenants, Conditions and Restrictions for Carlson Park, recorded in the Official Public Records of Bexar County, Texas under Clerk's File No. 20200084754, as same has been or may be amended from time to time (the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. The Carlson Park Community Manual is recorded in the Official Public Records of Bexar County, Texas under Clerk's File No. 20200086183, and is supplemented by the Carlson Park Supplement To Community Manual, recorded in the Official Public Records of Bexar County, Texas under Clerk's File No. 20210250927 (the "**Community Manual**"),
3. Article VI, Section 6.12 of the Declaration also authorizes the Association to levy fines against an Owner for violations of the Restrictions, subject to compliance with notice requirements imposed by law.
4. The Board of Directors desire to amend and restate the Association's policy relating to the enforcement of the Restrictions of the Association consistent with Section 209.006 and 209.0061 of the Texas Property Code.
5. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.
6. This Policy replaces and supersedes any previously recorded or implemented policy with the Community Manual that addresses the subjects contained herein, adopted by the Association.

WITNESSETH:

It is the policy of the Association to enforce its Restrictions (as defined herein) as provided below.

Section 1. **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; more than one may exist at one time depending on the circumstances surrounding the violation(s).

1.1. **Curable Violations** – Without limitation, the Texas Property Code lists the following as examples of curable violations:

a. a parking violation based on the Restrictions;

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.

1.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Without limitation, the Texas Property Code lists the following as examples of uncurable violations:

a. an act constituting a threat to health or safety;

b. discharging fireworks; and

c. a noise violation that is not ongoing.

1.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

Section 2. **Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety.** 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 enforcement procedure for this type of violation is as follows:

2.1. **Courtesy Letter (Optional)** – A courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period.

2.2. **Violation Letter (Optional)** – Depending on the severity of the violation and/or the history of prior violations on the Owner's Residential Lot, the violation letter may be the first letter sent to the Owner. If sent, the violation letter may include:

a. a description of the violation;

b. the required curative action;

c. the deadline to cure the violation; and

d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

2.3. **Demand Letter** – The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier and may be emailed to the Owner at the email address registered with the Association. The demand letter must be sent to the Owner's last known address as shown in the records of the Association. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole and absolute discretion.

2.4. **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 given the nature of the violation, 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. a notice that the Owner may request a hearing before the Board, 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 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.

2.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will 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. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

2.6. **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. Fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

Section 3. **Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.** The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier and may be emailed to the Owner at the email address registered with the Association. The demand letter must be sent to the Owner's last known address as shown in the Association's records.

3.1. **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 may request a hearing before the Board, 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 Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

3.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing must 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. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

Section 4. Remedies and Subsequent Violations. Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended. A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame. The Association may file a suit for the recovery of damages and/or injunctive relief.

If an Owner has been given notice in accordance with Section 2 or Section 3 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

Section 5. Fines. Subject to the notice provisions set forth in Section 2 or Section 3 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. The Board reserves the right to adjust fines based upon the egregiousness of the violation. The general categories of restrictive covenant violations for which the Association may assess fines includes, but is not limited to the following: aesthetics, use of lot and/or Common Area, lawn maintenance, Lot improvement maintenance, parking/vehicles, installation of an unapproved improvement, leasing/tenant violations, animals, nuisance, uncurable violations or violations that are a threat to the public health and safety and holiday lights.

General Category of Violations	Fine Amount (1st, 2nd, 3rd, 4th, subsequent)
Improvement Maintenance	$25/$50/$75/$100/$125

Use (Lot or Common Areas)	$25/$50/$75/$100/$125
Nuisance	$25/$50/$75/$100/$125
Lawn and Landscaping Maintenance (Unless within residential water restrictions, as defined by Section 202.008 of the Texas Property Code)	$25/$50/$75/$100/$125
Basketball Goals/Backboards	$25/$50/$75/$100/$125
Vehicles	$25/$50/$75/$100/$125
Animals	$25/$50/$75/$100/$125
Trash Bins	$25/$50/$75/$100/$125
Other Violations (as supported by the Declaration or Rules and Regulations)	$25/$50/$75/$100/$125
Installation of Unapproved Improvement	$500/occurrence or $500/week
Uncurable Violations or Violations that are a Threat to Public Health and Safety	$500/occurrence or $500/week

The table above is not intended to limit or narrow the categories of violations for which there may be a fine. To the extent a violation is supported by the dedicatory instruments, said violation may be finable in the category of "Other Violations (as supported by the Declaration or Rules and Regulations)". Any fine levied by the Association is the personal obligation of the Owner. The Board of Directors of the Association may adopt and modify the schedule of fines for various types of violations from time to time.

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Section 6. Board Hearings. If an Owner is entitled to an opportunity to cure a violation pursuant to Section 209.007 of the Texas Property Code, 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.

The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.

If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.

Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.

The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.

All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section 6.

Either party may make an audio recording of the Board Hearing.

This Policy does not apply to instances where 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. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that 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. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

CERTIFICATION

I hereby certify that I am the duly elected and acting President of the Association and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bexar County, Texas.

CARLSON PARK RESIDENTIAL COMMUNITY, INC.

By: Iris Chapa Reyes
Printed: Iris Chapa Reyes
Its: President

THE STATE OF TEXAS §
§
COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 13 day of December, 2025 personally appeared Iris Chapa Reyes, President of Carlson Park Residential Community, 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 purpose and in the capacity therein expressed.

Priscila A. Alv.
Notary Public in and for the State of Texas

PRISCILA ARIZBE ALVAREZ
Notary Public, State of Texas
Comm. Expires 10-17-2029
Notary ID 135526031

File Information

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 12/16/2025 3:13 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk