



AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
WINSTEAD PC
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Austin, Texas 78701
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SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the King Oaks Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and that attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the Association's Fine and Enforcement Policy, duly approved and adopted by the Board of Directors of the Association at an open board meeting held on the 7th day of November, 2018.

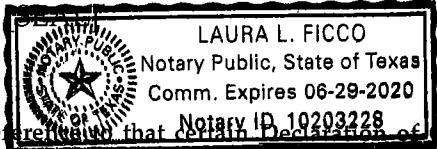
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 18 day of December, 2018.

Handwritten signature of Robert D. Leiper
Robert D. Leiper, Secretary

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18th day of December 2018, by Robert D. Leiper, the Secretary of the KING OAKS PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said nonprofit corporation.

Handwritten signature of Notary Public
Notary Public Signature



Cross reference that certain Declaration of Covenants, Conditions and Restrictions for King Oaks, recorded under Document No. 00212660 in the Official Public Records of Grimes County, Texas, as amended and supplemented.

EXHIBIT "A"

KING OAKS PROPERTY OWNERS ASSOCIATION, INC.  
FINE AND ENFORCEMENT POLICY

[ATTACHED]

KING OAKS PROPERTY OWNER'S ASSOCIATION, INC.  
FINE AND ENFORCEMENT POLICY

WHEREAS, King Oaks is subject to that certain Declaration of Covenants, Conditions and Restrictions for King Oaks, recorded in the Official Public Records of Grimes County, Texas, ("Declaration");

WHEREAS, the King Oaks POA, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration, the Bylaws, rules and regulations, guidelines, and other policies (hereinafter the Declaration, Bylaws, rules and regulations and guidelines are collectively referred to as the "Governing Documents") and to impose fines for violations of the Governing Documents; and

WHEREAS, in order to comply with the requirements of Chapter 209 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association (the "Board") desires to promulgate the following rules/policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners; and

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the "Fine and Enforcement Policy" (to be referred to herein as the "Enforcement Policy"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

1. Exempted Actions/Remedies. Pursuant to Section 209.007(d) of the Act, the notice and hearing provisions set forth herein that are provided to satisfy the requirements of Chapters 209.006-209.007 of the Act do not apply if: (1) the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief; (2) the Association files a lawsuit that includes foreclosure as a cause of action; (3) the Association pursues a self-help remedy; or (4) the Association is otherwise excused from such requirements under the Texas Property Code (e.g., for uncurable violations).
2. Generally. The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; 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 Governing Documents or the Act. The procedures in the 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 the Act.
3. Establishment of Violation. Any condition, use, activity, or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes.

4. Covenants & Guidelines Committee. The Board may establish a Covenants & Guidelines Committee and appoint volunteer members to such committee for the purpose of identifying and reporting Violations to the Board. Any member appointed to the Covenants & Guidelines Committee by the Board will serve for the period of time established by the Board or, if no period of time is established, until the Board removes the member from the committee or until the member provides the Board with notice of the member's resignation from the committee. The Board may, at the time of the appointment or any time thereafter, impose requirements and restrictions on the committee member's activities or responsibilities. Unless otherwise specified by the Board, the appointment of a member to the Covenants & Guidelines Committee will constitute a delegation of authority for such member, while serving on the committee, to observe, document, and promptly report actual or suspected Violations directly to the Board or to a manager for the Association. The committee member should not communicate any information obtained during his or her service as a committee member to any person other than the Board or a manager for the Association and shall maintain all such information related to any actual or suspected Violation in confidence. A member of the Covenants & Guidelines Committee may not enter any private property. Any further action to be taken with regard to any investigation or documentation of a Violation is limited to such activities requested by the Board. Committee members are only authorized to present Board approved rules/policies.
  
5. Report of Violation. Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of the Violation(s) (the "Courtesy Notice"). The Owner will generally be afforded fourteen (14) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 6 below.
  
6. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to Owner of the Property in question written notice of the Violation(s) by certified or registered mail (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the date of the Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. The Notice of Violation, if required, will state the following:
  - (a) The description of the Violation, including any property damage caused by the Owner, and state any amount due to the Association from the Owner.

- (b) The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies or the amount claimed to be due from the owner for property damage.
- (c) That the Owner is entitled to thirty (30) days to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, a description of the action required to cure the Violation, and a date by which the owner must cure the violation.
- (d) A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C App. Section 501 et seq.) if the owner is serving on active military duty.
- (e) That the recipient may, on or before thirty (30) days after the date of the Notice of Violation (based on the date of mailing), deliver to the Association a written request for a hearing. The recipient will be entitled to only one (1) hearing with the Board for each violation.
- (f) That if a curable Violation is not corrected or eliminated with 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 thirty (30) days from the receipt 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.

If the hearing described in Paragraph 6(e) above is to be held before a committee or delegate of the Board, the Owner will be informed of the right to appeal the decision of the committee or delegate to the Board.

7. Notice of Sanction/Fine. A formal notice of the Violation and the sanction or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, or registered mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.
8. Request for a Hearing. If the Owner timely requests a hearing, the hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action and fining could commence at the conclusion of such notification.
9. 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 and/or filing suit against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

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

In the event that the Owner has not cured the Violation within the requested time period, has not made a timely written request for a hearing, or the Board subsequent to a hearing decides to levy a fine, then the Board will impose a fine in the amount of \$25 per day against the Owner and the Lot, the Board or its delegate will send a formal notice of the imposition of a fine (the "Notice of Fine") to the Owner. The Notice of Fine will be given either by personal delivery or by certified mail, return receipt requested, at the option of the Board or its delegate and shall include notice to the Owner that amenity privileges have been suspended. Any and all fines levied shall also become a part of the Owner's assessment obligation and a lien against the Lot.

11. Other Remedies/Sanctions. The Board may impose any sanctions that are not otherwise prohibited under the Declaration or Texas law in order to enforce compliance with the Governing Documents. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation.

12. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing.

- a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient or business as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence or business.
- b. Where the notice is placed into the care and custody of the United States Postal Service, notice is effective on the date of mailing and shall further be presumed to have been given, sent, delivered or received, as of the third (3<sup>rd</sup>) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein.
- c. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the

Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

- d. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.
  - e. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice in writing of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.
13. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, and only after the Board is able to confirm that the Violation has been corrected or eliminated which it will do within three (3) days of receipt of the written report, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefor by Management, will be referred to the Board of the Association for collection.
14. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.
15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with

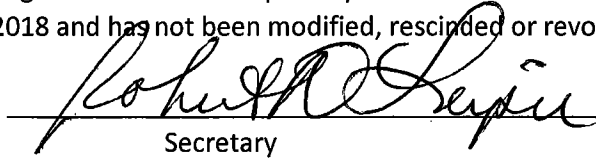
the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

16. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on November 7, 2018 and has not been modified, rescinded or revoked.

DATE: 11-27-18

  
Secretary

Filed for Record in:  
Grimes County  
On: Jan 17, 2019 at 02:10P  
As a RECORDINGS

Document Number: 00298890  
Amount 54.00  
Receipt Number - 101565  
By: Barbara Kimich

STATE OF TEXAS COUNTY OF GRIMES  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:  
Grimes County  
as stamped hereon by me.  
Jan 17, 2019

Vanessa Burzynski, Grimes County Clerk  
Grimes County