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THE RIDGE OF ROCKWALL — ROCKWALL COUNTY, TEXAS

**Proposed Amendment Ballot
(Section 9.36)
and
Covenant Enforcement
and Fining Policy**

of

**THE RIDGE OF ROCKWALL
HOMEOWNERS ASSOCIATION**

Rockwall County, Texas

Source file: by-law-amendments.pdf — 8 scanned pages

Part One — Owner ballot on proposed Amendment Section 9.36, mailed to Lot owners for approval;
ballots due August 1, 2004

Part Two — Covenant Enforcement and Fining Policy, adopted by the Board of Directors on July 6, 2004

*This reading copy was re-typeset from a scanned 8-page document. The file name by-Law-amendments.pdf is loosely descriptive: the document is not a set of bylaw amendments. It contains two related instruments — (1) a one-page owner ballot proposing a new **Section 9.36** to the recorded Declaration of Covenants (a periodic-mowing covenant), and (2) the Board's **Covenant Enforcement and Fining Policy** resolution (pages 2–8). Paragraph numbers, defined terms, dollar amounts and dates have been verified page-by-page against the scan. Handwritten entries (the ballot tally, the resolution's adoption date, and the notary block) are transcribed and marked with an editorial note. Any genuinely illegible passage is flagged in line as [illegible — verify against original].*

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This reading copy follows the paragraph numbering of the original instruments. Page numbers are intentionally omitted from this contents list because the re-typeset edition does not share the original's pagination; use the PDF bookmarks panel to navigate.

RESULT TALLY (handwritten on the original)

Yes	36
No	2
Did Not Vote	15

Editorial note: The vote tally above is a handwritten annotation on the lower portion of original page 1, not part of the printed ballot text. It is transcribed here for completeness. Verify the figures against the original.

PART TWO

The Ridge of Rockwall Property Owners Association

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, the Board of Directors of The Ridge of Rockwall Homeowners Association (the “Association”) finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration of the Covenants, Conditions and Restrictions for The Ridge of Rockwall, as may be amended from time to time (the “Declaration”), and as set forth in the Bylaws of The Ridge of Rockwall Home Owners Association (the “Bylaws”), the Rules and Regulations of the Association, and the architectural standards bulletins or guidelines, and or 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 covenants, restrictions and rules contained in the Declaration, the Bylaws, the Rules and Regulations and any architectural standards bulletins or guidelines (hereinafter collectively referred to as the “Governing Documents”) and for the elimination of violations of such provisions found to exist in, on and about the Lots within The Ridge of Rockwall and the same are to be known as the “Covenant Enforcement and Fining Policy” (to be referred to herein as the “Enforcement Policy”) of the Association:

1. *Establishment of Violation.* Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws, the Rules and Regulations of the Association or the architectural standards bulletins or guidelines, shall constitute a “Violation” under this Policy for all purposes.

2. *Report of Violation.* The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, a member of the Architectural Control Committee, or a member of any other committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for Violation which will include the following information:

Identification of the nature and description of the Violations(s).

Identification by street address and legal description, if available, of the Lot on which the Violation exists.

Identification of the authority establishing that the subject improvements, modifications, conduct, conditions, etc. constitute a Violation(s).

Date of the verification observation and name of the person making such observation.

3. Notice of Violation. As soon as practicable after the field observation report is prepared, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by first class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation need not be sent if the alleged violator has previously received a Notice of Violation relating to a similar Violation within six (6) months of the occurrence of the current Violation and was given a reasonable opportunity to cure the Violation. If the alleged violator was given notice and an opportunity to cure the similar Violation within the previous six (6) months, the Board may impose sanctions as authorized by the Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation will state the following:

The nature, description and location of the Violation, including any property damage caused by the Owner.

The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.

If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed and that no further action will be taken.

The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not submitted on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the “Final Notice of Violation”) will be sent by the Association to the Owner by regular first class mail and by certified mail, return receipt requested, under any of the following situations:

Where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated;

Where, within thirty (30) days from the date of receipt by the Owner of the Notice of Violation, the Association has not received a written request for a hearing; or

Where, the Owner was previously notified of, and was given a reasonable opportunity to cure, a similar Violation within the preceding six (6) months.

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner’s request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the 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. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

7. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of undertaking of the action.

Costs incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Owner.

The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under this Paragraph 7.

8. 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 and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

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

Fines will be based on a per notice or violation charge. For a first violation, a fine ranging from \$50 to \$500.00 will be assessed. In the event the violation is not cured within the timeframe specified in the Final Notice of Violation, an additional fine ranging from \$100 to \$500 will be assessed thereafter for every thirty (30) day period in which the violation is not corrected.

Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Governing Documents or this Enforcement Policy. The Board of Directors may elect to set up a payment arrangement. The Board of Directors may elect to suspend voting privileges.

Fines are imposed against Lots and become the personal obligation of the Owners of such lots.

Fines related to and during the construction period of a new home: Fines will be based on a per notice or violation charge. For a first violation, a fine in the amount of \$100.00 will be assessed and will be accompanied by a Stop Work Order. Failure to cease construction activity while in non-compliance will result in a daily assessed fine of \$100 until such time as construction activity ceases or the violation is cured. In the event the violation is not cured within fifteen (15) days after the date of the Final Notice of Violation, an additional fine of \$150.00 will be assessed, and the fine will increase to \$200.00 thereafter for every fifteen (15) day period in which the violation is not corrected.

10. 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 and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

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 as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

Where the notice is placed into the care and custody of the United States Postal Service, notice shall be deemed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein.

Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

Where the Board has actual knowledge that such situation exists, any action to be taken pursuant to this Enforcement Policy which would directly affect the property of a third party or would be the responsibility of 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 Governing Documents. 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.

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 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.

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 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.

11. 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, 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 therefore by Management, will be referred to the Board of Directors of the Association for collection.

12. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

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 *July 6, 2004* and has not been modified, rescinded or revoked.

DATE: _____

(signed) — Doug Bowerman, President

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, on this day personally appeared Doug Bowerman, President of The Ridge of Rockwall Home Owners Association acknowledged to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this *14th* day of *September*, 2004.

(signed) — Rhonda Lynn White
Notary Public for the State of Texas

October 2, 2004

My Commission Expires

Notary seal impression on the original (transcribed): "RHONDA LYNN WHITE — Notary Public, State of Texas — My Commission Expires October 02, 2004."

AFTER RECORDING, RETURN TO:

Doug Bowerman
281 Ridge Point Dr.
Forney, Texas 75126

*Editorial note: The resolution adoption date ("July 6, 2004"), the date the instrument was subscribed and sworn ("the 14th day of September, 2004"), the notary's commission-expiration date ("October 2, 2004"), and both signatures are handwritten / stamped on the original. They are transcribed here and marked. The DATE line beside the President's signature block was left blank on the original. Signature glyphs themselves are shown as *(signed)*.*