

**CERTIFICATE OF RATIFICATION AND PROMULGATION
OF COMMUNITY ASSOCIATION VIOLATION
ENFORCEMENT POLICY FOR OAKS AT JACKSON RANCH
HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

WHEREAS, the Board of Directors of the Oaks at Jackson Ranch Homeowners Association, Inc., (the "*Board*") is the entity responsible for the operation of the Oaks at Jackson Ranch Homeowners Association, Inc., (the "*Association*"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for The Oaks at Jackson Ranch, recorded in Volume 4121, Page 00162 of the Real Property Records of Denton County, Texas, and any and all amendments thereof and supplements thereto (collectively, the "*Oaks at Jackson Ranch Declaration*") and the Bylaws of the Association and any and all amendments thereto (the "*Bylaws*"); and

WHEREAS, the Oaks at Jackson Ranch Declaration affects certain parcels or tracts of real property in the Cities of Lake Dallas and Corinth, County of Denton, State of Texas (the "*Property*"); and

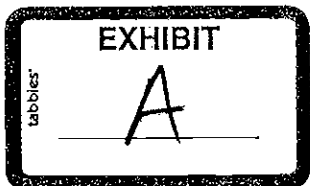
WHEREAS, the Board has the authority to enforce the provisions of the Oaks at Jackson Ranch Declaration and the Design Guidelines promulgated by the Architectural Review Committee (the "*Design Guidelines*") pursuant to Article III and Article VII thereof; and

WHEREAS, the Board has the authority, pursuant to the Oaks at Jackson Ranch Declaration, to determine, in its reasonable discretion, the manner in which violations of the Oaks at Jackson Ranch Declaration and the Design Guidelines, are to be remedied and enforced; and

WHEREAS, the Board has and does hereby find the need to establish procedures for the enforcement of the restrictions contained in the Oaks at Jackson Ranch Declaration and the Design Guidelines and for the elimination of violations which may be found to exist within the real property subject to the Oaks of Jackson Ranch Declaration (the "*Property*"); and

WHEREAS, the Board acknowledges that the terms and conditions contained herein shall apply to violations of the Design Guidelines and the covenants, conditions and restrictions contained in the Oaks at Jackson Ranch Declaration on all Property affected thereby.

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are hereby established for the enforcement of violations of the restrictions contained in the Oaks at Jackson Ranch Declaration and the Design Guidelines, and for the elimination of violations of



such provisions found to exist in, on or about the Property (hereinafter referred to as "Enforcement Policy".)

1. **Application.** This Enforcement Policy and the rights and remedies conferred herein shall apply exclusively to violations of the covenants, conditions and restrictions contained in the Oaks at Jackson Ranch Declaration and the Design Guidelines existing on all Property affected thereby.

2. **Establishment of a Violation.**

a. **Failure to Obtain Prior Approval.** Any improvement, as that term is defined in the Oaks at Jackson Ranch Declaration of any kind or nature erected, placed or altered on any Lot within the Property which has not been first approved by the Architectural Review Committee (the "ARC"), is deemed a "Violation" under this Enforcement Policy for all purposes.

b. **Failure to Abide by Protective Covenants or Design Guidelines.** Any construction, alteration or modification which does not in all respects conform to that which has been so approved by the ARC or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the covenants, conditions and restrictions contained in the Oaks at Jackson Ranch Declaration or the Design Guidelines is also deemed a "Violation" under this Enforcement Policy for all purposes.

3. **Notification.**

a. **Informal Notice of Violation.** Upon verification of the existence of a Violation by the management staff ("Management") of the Association, Management will send to the Owner a written notice of the existence of the Violation ("*Informal Notice of Violation*"). The Informal Notice will inform the Owner of the nature, description and location of the Violation and provide a reasonable amount of time to cure the violation which shall not exceed fifteen (15) days.

b. **Formal Notice of Violation.** If the Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARC (or if the ARC has denied approval of the plans and specifications submitted), and the violation is continuing, then no earlier than the expiration of the cure period in the Informal Notice of Violation, Management shall send via First Class U.S. Mail, to the Owner a written notice of the continuing existence of the Violation ("*Formal Notice of Violation*"). The Formal Notice of Violation will inform the Owner of the following:

- (i) The nature, description and location of the Violation that is the basis for the potential suspension action, charge or fine and state any potential amount due the Association from the Owner;

- (ii) What needs to be done to cure the Violation to avoid further enforcement measures; and
- (iii) Notice that the Owner is entitled to ten (10) days from the date of the Formal Notice of Violation to cure the Violation unless the Owner was given notice and a reasonable opportunity to cure a similar Violation within the preceding six months in which case a Notice of Violation Prior to Enforcement Action shall be sent initially.

c. **Notice of Violation Prior to Enforcement Action.** If the Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARC (or if the ARC has denied approval of the plans and specifications submitted), and the violation is continuing, then no earlier than the expiration of the cure period in the Formal Notice of Violation, Management shall send via First Class U.S. Mail and via certified mail, return receipt requested, to the Owner written notice (the "*Notice of Violation Prior to Enforcement Action*") informing the Owner of the following:

- (i) The nature, description and location of the Violation that is the basis for the suspension action, charge or fine, and set forth any amount due the Association from the Owner;
- (ii) Due to the Owner's failure to cure the Violation during the period provided in the Formal Notice of Violation, the Association, after the expiration of a reasonable time, and in any event no more than thirty (30) days from the date of the Notice of Violation Prior to Enforcement Action, may take any and all actions to seek compliance, including the imposition of violation fines as set forth below, and that any attorney's fees incurred by the Association in enforcing the Oaks at Jackson Ranch Declaration or the Design Guidelines shall be charged to the Owner's account; and
- (iii) That Owner has a right to request in writing a hearing pursuant to Section 209.007 of the Texas Residential Property Owners Protection Act on or before the 30th day after the date the Owner receives the Notice of Violation Prior to Enforcement Action.

d. **Failure to Remedy and Notice of Fine.** Failure to either (i) cease all non remedial work immediately upon receipt of the Formal Notice of Violation, and/or (ii) remedy the current Violation existing upon the Lot within the cure period stated in the Formal Notice of Violation, shall constitute a continuing Violation and may result in the sending of a Notice of Violation Prior to Enforcement Action and possibly one or more of the following: (a) the imposition of fines as determined by the Board against the

Owner, (b) the pursuit of any other remedy available at law or in equity, under the Oaks of Jackson Ranch Declaration, the Bylaws or this Enforcement Policy including, but without limitation, the recording in the Real Property Records of Denton County of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages, and/or (c) entering upon the Lot in question and removing any structure or improvement in violation and restore the land to the same condition as existed prior to the nonconforming work. Exercise of one remedy will not preclude the concurrent or later exercise of any other remedy. *The date of the expiration of the cure period stated in the Notice of Violation Prior to Enforcement Action shall be the "Notice of Fine Date."*

e. **Fine Structure.** The amount of fines will differ based on the type of Violation at issue. By way of example and not by limitation, for landscaping or lawn maintenance Violations, the initial fine will be \$25.00, the second fine for the same Violation will increase to \$50.00, and the third fine for the same Violation will increase to \$100.00. Furthermore, by way of example and not by limitation, fines for other Violations including commencement and continuation of construction of improvements without prior approval, fines may be levied in the amount of \$100.00. Fines may be imposed on the Notice of Fine Date. Thereafter, fines may be levied every ten (10) days, as determined by the Board, until the Violation is cured. Management may send written notice to the Owner via First Class U.S. Mail on each occasion that a fine is being levied against the Owner. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The violation fines and/or costs to bring the property in question into compliance, together with any costs of collection, including, but not limited to, reasonable attorney's fees, shall be considered Specific Assessments as provided in Article VI, Section 6.6 of the Oaks at Jackson Ranch Declaration.

f. **Hearing.** Included in the Notice of Violation Prior to Enforcement Action will be notice that the Owner has a right to request in writing a hearing pursuant to Section 209.007 of the Texas Residential Property Owners Protection Act on or before the 30th day after the date the Owner receives the Notice of Violation Prior to Enforcement Action. The Board may appoint a committee to conduct such hearing in which case the Owner has the right to appeal such committee's decision to the Board. The hearing shall be held not later than the 30th day after the date the Board receives the Owner's request for a hearing. The Board 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 the 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 only be granted by agreement of the Board and Owner.

4. **Actions Without Notice or Hearing.** The notice and hearing provisions contained in paragraph 3 shall not apply under the following circumstances as set forth in Subsection 209.007(d) of the Texas Residential Property Owners Protection Act.

a. **Filing of Legal Action.** No notice or hearing shall be required if the Board files a suit seeking a temporary restraining order or temporary injunctive relief for a violation or files a suit that includes foreclosure as a cause of action. In such instance, a party to such legal action may file a motion to compel mediation.

b. **Temporary Suspension of Right to Use Common Area.** No notice or hearing shall be required if the temporary suspension is the result of a Violation that occurred in a common area and, in the opinion of a majority of the Board, involved a significant and immediate risk of harm to others in Oaks at Jackson Ranch. This temporary suspension shall be effective until the Board makes a final determination on the suspension action after following the procedures prescribed in paragraph 3, above.

5. **Referral to Legal Counsel.** Where a Violation is determined to exist by Management pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, after receiving approval from the Board, Management may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. **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 prior to the Hearing. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist and the Formal Notice of Violation and/or Notice of Violation Prior to Enforcement Action shall be void except as hereinafter provided. All Owners are hereby put on notice of the consequences of a future violation of the same provision of the Oaks at Jackson Ranch Declaration or the Design Guidelines as set forth in the following paragraph. The Owner will remain liable for all Specific Assessments which, if not paid upon written demand thereof by Management, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion reserves the right to waive some or all of the Specific Assessments imposed.

7. **Repeated Violation of the Same Provision of the Oaks at Jackson Ranch Declaration or the Design Guidelines.** Whenever an Owner, who has previously cured or eliminated a violation after receipt of a Formal Notice of Violation, commits a separate but similar violation within six (6) months from the date of the Formal Notice of Violation, shall receive a Notice of Violation Prior to Enforcement Action as provided in Subparagraph 3(c), above.

8. **Authority of Management To Act.** The Board authorizes and empowers Management to do all such things and perform all such acts as are reasonably necessary to implement and effectuate the purposes of the Enforcement Policy without further action by the Board.

9. **Binding Effect.** The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Property as defined in the Oaks at Jackson Ranch Declaration, and the Property shall hereafter be held, occupied, transferred and conveyed subject to the terms and conditions of this Enforcement Policy, as amended.

10. **Invalid or Unenforceable Provisions.** If any provision of this Enforcement Policy, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this Enforcement Policy or the application of those provisions to other persons or circumstances shall not be affected thereby.

11. **Oaks at Jackson Ranch Declaration and Bylaws Control.** Nothing herein is intended to amend or modify the Oaks at Jackson Ranch Declaration or Bylaws and in each and every instance of conflict of this Enforcement Policy with the terms of the Oaks at Jackson Ranch Declaration and Bylaws, the terms of the Oaks at Jackson Ranch Declaration and Bylaws shall control except to the extent inconsistent with Chapter 209 of the Texas Property Code.

12. **Use of Terms.** Capitalized Terms which are used herein but not defined shall have the same meaning given to such terms in the Oaks at Jackson Ranch Declaration.

Executed at to be effective as of the 15 day of August, 2005.

Oaks at Jackson Ranch
Homeowners Association, Inc.

By: [Signature]
Secretary

CERTIFICATION OF APPROVAL

I, Elizabeth Stepp, the duly-elected President of the Oaks at Jackson Ranch Homeowners Association, Inc. hereby certify:

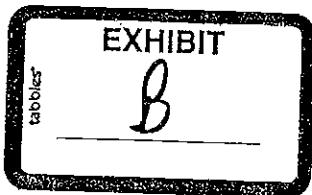
That the Community Association Violation Enforcement Policy for the Oaks at Jackson Ranch Homeowners Association, Inc., was approved by the affirmative vote of the majority of the Board of Directors, and that the same does now constitute an official policy of the Oaks at Jackson Ranch Homeowners Association, Inc. and shall be filed of record with the office of the Denton County Clerk.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 15 day of August, 2005.

[Signature]
President

Lots One (1) through Three (3) inclusive, Block F; Lots One (1) through Eight (8) inclusive, Block E; Lots Ten (10) through Twelve (12) inclusive, Block E; and Lots Three (3) and Four (4) Block D of JACKSON RANCH an addition to the City of Corinth, Denton County, Texas according to the Final Plat thereof recorded in Cabinet O page 326, Map Records, Denton County, Texas "

and, Lots One (1) through Thirty-three (33) inclusive, Block F; Lots Two (2) through Five (5) inclusive, Block C and Lots Twenty - one (21) through Twenty seven inclusive, Block I of Jackson Ranch an addition to the City of Lake Dallas, Denton County, Texas, according to the Final Plat thereof recorded in Cabinet O, page 324, Map Records Denton County, Texas.



Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2005 00106047

Instrument Number: 2005-106047

As

Recorded On: August 25, 2005

Memorandum

Parties: OAKS AT JACKSON RANCH

Billable Pages: 10

To

Number of Pages: 10

Comment:

**** Examined and Charged as Follows: ****

Memorandum	32.00
Total Recording:	32.00

***** 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.

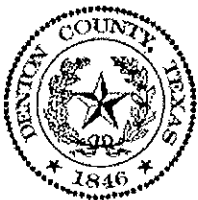
File Information:

Document Number: 2005-106047
Receipt Number: 222039
Recorded Date/Time: August 25, 2005 10:11A

Record and Return To:

HENRY ODDO AUSTIN AND FLETCHER
1700 PACIFIC AVE STE 2700
DALLAS TX 75201

User / Station: J Robinson - Cash Station 2



THE 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.

C. Mitchell

County Clerk
Denton County, Texas

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**CERTIFICATE AND MEMORANDUM OF
RECORDING OF ASSOCIATION DOCUMENTS FOR
OAKS AT JACKSON RANCH HOMEOWNERS ASSOCIATION, INC.**

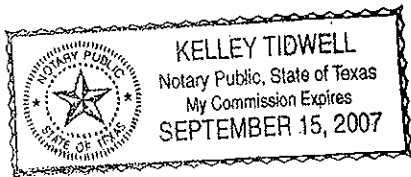
STATE OF TEXAS §
 §
COUNTIES OF DENTON §

The undersigned, as attorney for the Oaks at Jackson Ranch Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the instrument attached hereto is a true and correct copy of the following:

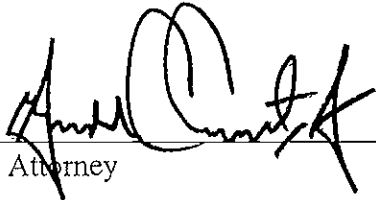
*Certificate of Ratification and Promulgation of Community
Association Violation Enforcement Policy for Oaks at Jackson
Ranch Homeowners Association, Inc. - (Exhibit "A").*

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing policy until amended by the Board of Directors.

IN WITNESS WHEREOF, the Oaks at Jackson Ranch Homeowners Association, Inc. has caused this Certificate and Memorandum of Recording of Association Documents to be filed of record with the office of the Denton County Clerk.



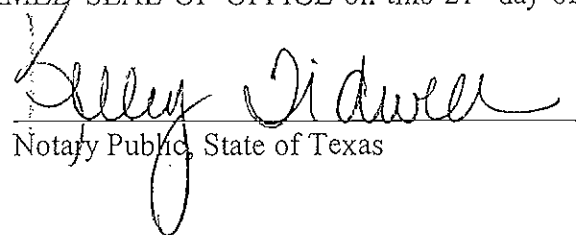
OAKS AT JACKSON RANCH
HOMEOWNERS ASSOCIATION, INC.

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Oaks at Jackson Ranch Homeowners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 21st day of August, 2005.


Notary Public, State of Texas