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VOL. PG.

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
PATRIOT ESTATES

STATE OF TEXAS
COUNTIES OF ELLIS
AND JOHNSON

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KNOW ALL MEN BY THESE PRESENTS:

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THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR PATRIOT ESTATES (this "Notice") is made this 2nd day of MAY, 2007, by Owners Association of Patriot Estates (the "Association").

WITNESSETH:

WHEREAS, Jabez Development, L.P., a Texas limited partnership (the "Declarant"), recorded an instrument entitled "Declaration of Covenants, Conditions & Restrictions for Patriot Estates" on or about June 17, 2005, in Book 3558, Page 0374 *et seq.* of the Deed Records of Johnson County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, Jabez Development, L.P., a Texas limited partnership (the "Declarant"), recorded the Declaration in Volume 02138, Page 1792 *et seq.* of the Deed Records of Ellis County, Texas; 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 planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Ellis and Johnson Counties, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the real property records of Ellis and Johnson Counties, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

INST NO: 0714303 FILED FOR RECORD - ELLIS COUNTY, TEXAS
FILING DATE/TIME: May 15, 2007# 03:20:00 PM

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

OWNERS ASSOCIATION OF PATRIOT ESTATES, a
Texas non-profit corporation

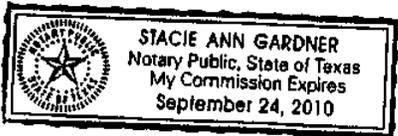
By: [Signature]
Its: Vice President
Bryan N. MITCHELL, Sr.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Bryan N. Mitchell, Sr, Vice President of the Owners Association of Patriot Estates, known 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 2nd day of May, 2007.



Stacie Ann Gardner
Notary Public in and for the State of Texas
09/24/2010
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

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EXHIBIT "A"

DEDICATORY INSTRUMENT

Covenant Enforcement and Fining Policy



OWNERS ASSOCIATION OF PATRIOT ESTATES

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Article 8 of the Declaration of Covenants, Conditions & Restrictions for Patriot Estates, as amended from time to time (the "Declaration"), and Article 6 of the Bylaws of Patriot Estates Homeowners Association, Inc. (the "Bylaws"), provide for the enforcement of the restrictive covenants contained in the Declaration, the Bylaws, rules and regulations, guidelines and other standards (hereinafter the Declaration, Bylaws, rules and regulations, guidelines and standards are collectively referred to as the "Governing Documents"), as well as for the imposition of fines relating to violations of the Governing Documents; and

WHEREAS, Article 5 of the Declaration and Articles 5 and 6 of the Bylaws authorize the Board of Directors of Owners Association of Patriot Estates (the "Association") to make and enforce reasonable rules, and the Board finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Governing Documents 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 Governing Documents and for the elimination of violations of the Governing Documents found to exist in, on and about the Lots and Common Area within Patriot Estates and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy").

1. 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.

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, or a member of any committee established by the Board for this purpose. To assist with recordkeeping, the field observer may, but is not obligated to, prepare a report which may include the following:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address or legal description of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.



At or about the same time that the violation is noted, 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 a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) 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 3 below.

3. 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 the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery and by certified mail, return receipt requested (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 Declaration 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, if required, will state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner.
- b. A reference to the rule or provision being violated, including the authority for recovering property damages caused by the Owner.
- c. A description of the action required to cure the Violation.
- d. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, the amount of any individual assessment, suspension of voting rights, 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 along with the date the fine will accrue or action will be taken.
- e. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that the sanctions will not be taken or assessed.
- f. 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.
- g. If the 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 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 f. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

4. Final Notice of Violation. 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 "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, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.
5. Request for a Hearing. If the Owner timely requests a hearing, the hearing will be held in executive session of the Board or its delegate 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. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Association 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. Additional postponements may be granted by agreement of the Board and the Owner. The minutes of the hearing must contain a statement of the results of the hearing and the amount of the fine, if any, imposed or abatement action if authorized. A copy of the Violation Notice should be placed in the minutes of the hearing. The Association will notify the Owner in writing of its decision and action within thirty (30) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the thirty-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. Appeal. Following a hearing before a committee or delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.
7. 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 Declaration). 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.
8. 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:

a. 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.

b. Costs incurred by the Association in correcting or eliminating the Violation become the obligation of the Owner and specifically become an individual assessment pursuant to Section 7.4.3 of the Declaration.

c. 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 8.

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 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 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:

a. In the event that the Owner has not cured the violation within thirty (30) days from the date of the Initial Notice, has not made a timely written request for a hearing, or subsequent to a hearing the Board decided a fine was warranted, then the Board of Directors may impose a fine up to the amount of \$100.00 against the Owner and the Lot. In the event that the Board of Directors imposes a fine against an Owner and a 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. Any and all fines levied shall also become a part of the Owner's assessment obligation and a lien against the Lot.

b. If the violation is still not corrected or cured within twenty (20) days from the date of the Notice of Fine, then the Board may impose a second fine up to the amount of \$200.00 against the Owner and the Lot. In the event the Board imposes a second fine against the Owner and the Lot, it shall so notify the Owner in writing, which notice shall be given by personal delivery or by certified mail, return receipt requested, at the option of the Board or its delegate.

c. In the event that the violation is not cured within twenty (20) days from the date of the notice of the second fine, the Board may impose a third fine up to the amount of \$500.00 against the Owner and the Lot. The Board shall give notice to the Owner of the imposition of the third fine by written notice, which notice shall be given by personal delivery or by certified mail, return receipt requested, at the option of the Board of its delegate.

d. In lieu of the above, the Board may set fine amounts on a case-by-case basis, depending on the nature and severity of the Violation. The Board may fine on a per diem basis or on an occurrence basis. In the event that a Violation has not been cured within twenty (20) days from the date of the notice of the third fine discussed above, then the Board may impose a per diem fine against the Owner and the Lot in any amount deemed reasonable by the Board of Directors.

11. 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.

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

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed 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 unless otherwise shown by the recipient to have been received at a later date.

c. 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.

d. 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.

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.

f. 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.

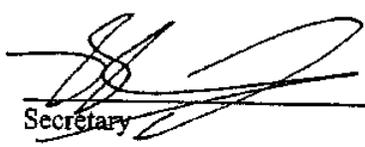
12. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected 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 therefor by Management, will be referred to the Board of Directors of the Association for collection.

13. 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 May 2nd, 2007, and has not been modified, rescinded or revoked.

DATE: May 2nd, 2007


Secretary

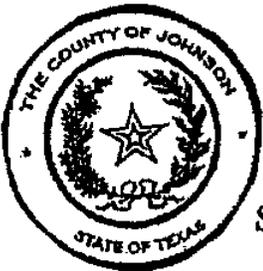
//fine/fining-patriotstates407

WARNING -- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 2:23 AM PM

JUN 25 2007

County Clerk Johnson County
By [Signature] Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

[Signature]
CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS