

**CERTIFICATE OF RATIFICATION AND PROMULGATION
OF COMMUNITY ASSOCIATION VIOLATION
ENFORCEMENT POLICY FOR THE PARK HOLLOW
HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, the Board of Directors of the Park Hollow Homeowner's Association, Inc., (the "*Board*") is the entity responsible for the operation of the Park Hollow Homeowner's Association, Inc., (the "*Association*"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Park Hollow, recorded as Instrument No. D199067463 in the Real Property Records of Tarrant County, Texas, and any and all amendments thereof and supplements thereto (collectively, the "*Park Hollow Declaration*") and the Bylaws of the Association and any and all amendments thereto (the "*Bylaws*"); and

WHEREAS, the Park Hollow Declaration affects certain parcels or tracts of real property in the City of Euless, County of Tarrant, State of Texas (the "*Property*"); and

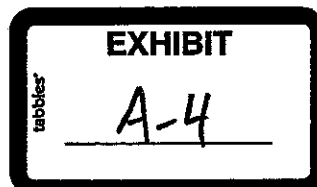
WHEREAS, the Board has the authority to enforce the provisions of the Park Hollow Declaration and the Design Guidelines promulgated by the Architectural Control Committee (the "*Design Guidelines*") pursuant to Article II, Section 2.5 of the Park Hollow Declaration; and

WHEREAS, the Board has the authority, pursuant to the Park Hollow Declaration, to determine, in its reasonable discretion, the manner in which violations of the Park Hollow 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 Park Hollow Declaration and the Design Guidelines and for the elimination of violations which may be found to exist within the real property subject to the Park Hollow Declaration (the "*Addition*"); 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 Park Hollow 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 Park Hollow Declaration and the Design Guidelines, and for the elimination of violations of such provisions found to exist in, on or about the Addition (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 Park Hollow Declaration and the Design Guidelines existing on the Addition. **This Enforcement Policy shall not, however, apply to violations of Article V, Section 5.3 of the Park Hollow Declaration pertaining to Lot Maintenance.** The Association may pursue enforcement of such violations pursuant to Section 5.3 of the Park Hollow Declaration.

2. **Establishment of a Violation.**

a. **Failure to Obtain Prior Approval.** Any improvement of any kind or nature erected, placed or altered on any Lot within the Addition which has not been first approved by the Architectural Control Committee (the "ACC"), 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 ACC 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 Park Hollow 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 ACC (or if the ACC 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 ACC (or if the ACC 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 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, and that any attorney's fees incurred by the Association in enforcing the Park Hollow 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. 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 pursuit of any other remedy available at law or in equity, under the Park Hollow Declaration, the Bylaws or this Enforcement Policy including, but without limitation, the recording in the Real Property Records of Tarrant County of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages.

Exercise of one remedy will not preclude the concurrent or later exercise of any other remedy.

e. **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 Park Hollow. 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 Park Hollow Declaration or the Design Guidelines as set forth in the following paragraph.

7. **Repeated Violation of the Same Provision of the Park Hollow 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 the Addition, as defined in the Park Hollow Declaration, and the Addition 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. **Park Hollow Declaration and Bylaws Control.** Nothing herein is intended to amend or modify the Park Hollow Declaration or Bylaws and in each and every instance of conflict of this Enforcement Policy with the terms of the Park Hollow Declaration and Bylaws, the terms of the Park Hollow 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 Park Hollow Declaration.

Executed at to be effective as of the 29th day of September, 2005.

**Park Hollow Homeowner's
Association, Inc.**

By: Heather Hegin Bailey

Secretary

CERTIFICATION OF APPROVAL

I, Thomas H. Broome III, the duly-elected President of the Park Hollow Homeowner's Association, Inc. hereby certify:

That the Community Association Violation Enforcement Policy for the Park Hollow Homeowner's 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 Park Hollow Homeowner's Association, Inc. and shall be filed of record with the office of the Tarrant County Clerk.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 29th day of September, 2005.

Thomas H. Broome III
President