


EXECUTED this 11 day of Sept, 2017

Beaver Lake Ranch Association, Inc.,
A Texas non-profit corporation

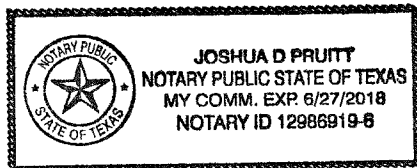
By: 
Edwin Case,
Board Member, Beaver Lake Ranch Association, Inc.

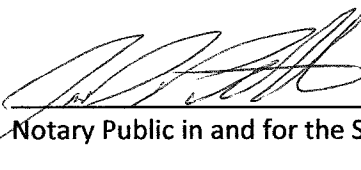
STATE OF TEXAS

§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 11 day of Sept, 2017, by Edwin Case, authorized representative of Beaver Lake Ranch Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.




Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

Covenant Enforcement and Fining Policy

Beaver Lake Ranch Association, Inc.

STATE OF TEXAS §
COUNTY OF COLLIN § KNOW ALL MEN BY THESE PRESENTS:
§

We, the undersigned, being the directors of the **BEAVER LAKE RANCH ASSOCIATION, INC.**, a Texas non-profit Association (the "**Association**"), pursuant to Section 202 and Section 209 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

WHEREAS, the Board of Directors of Beaver Lake Ranch Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions and the By-laws for Beaver Lake Ranch Association, Inc., recorded in the Real Property Records of Collin County, Texas, as same has been amended (the "**Declaration**"), and the Bylaws of the Association, and the Rules and Regulations of the Association 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 restrictive covenants of the Declaration and for the elimination of violations of such provisions found to exist in, on and about Lots within Beaver Lake Ranch Association, Inc. and the same are to be known as the "Covenant Enforcement and Fining Policy" (herein referred to as the "Enforcement Policy") of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within Beaver Lake Ranch Association, Inc.

1. Establishment of Violations. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. The existence of a Violation will be verified first hand 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 a Property Manager employed by the Association's Management Company, an officer of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s);
- b. Identification by street address and legal description, if available, of the Lot on which the Violation exists;
- c. Date of the Violation observation; and
- d. Name of the person making such observation.

Within five (5) business days of receipt of the field observation report, the Board or its delegate may forward to the Owner of the Lot in question written notice via personal delivery, regular first-class mail or via postcard of the discovery of the 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) without incurring any sanctions or fines. The Board or its delegate may, at their own discretion, 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 shall forward to the Owner of the Lot in question written notice of the Violations(s) by certified mail, return receipt requested (the "Notice of Violation"). The Notice of Violation, if required, shall state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner;
- b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner;
- c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for the property damage;
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation then a fine will not be assessed;
- e. 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;
- f. The recipient may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C app. Section 501 et seq.), if the Owner is serving on active military duty;
- g. 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 made 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 cost will be charged to the Owner;

- h. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board; and
- i. A Notice of Violation is not required if the Owner was sent a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given 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.

4. Final Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation and the Owner has not requested a hearing, the Association may, at its own discretion, forward to the Owner of the Lot in question a final 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"). If the violation is of an incurable nature, then the Association may immediately send the Final Notice of Violation without first sending a Notice of Violation. The Final Notice of Violation may be sent by the Association to the Owner by regular first-class mail or by certified mail, return receipt requested.

5. Request for a Hearing. If the Owner challenges the proposed action delineated in the Notice of Violation (or the Final Notice of Violation if a Notice of Violation was not issued) by timely requesting a hearing, the hearing shall be held in executive session of the Board, a committee comprised of members of the Board, or a delegate of the Board no later than the 30th day after the date the Board receives the Owner's request for a hearing. 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 minutes of the meeting shall contain a written statement of the results of the hearing and the sanctions, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) business 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 business day period. Such suspension shall not constitute a waiver of the right to sanction future violation of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a committee of the Board or delegate of the board, the Owner shall have the right to appeal the decision made by the Board's appointed committee or delegate 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 entire Board shall be held in the same manner as provided in Paragraph 5.

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 by the Association (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 the undertaking of the action;
- b. Any and all costs incurred in correcting or eliminating the Violation shall be the responsibility of the Owner causing such Violation and shall be referred to the Association to be recovered from the Owner; and
- c. The Owner shall be liable to the Association and its agents and contractors or any third party for trespass or any damage or cost 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 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 the Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

- a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within the Association which may include a progression of fines for repeat offenders. The initial schedule of fines is attached hereto as Exhibit "A";
- b. 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 Declaration or this Enforcement policy; and
- c. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners as an individual assessment under the Declaration.

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 the United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing to Association or, if no such address has been designated, to the address of the Lot of the Owner.

- a. 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, but shall not be required, to be given to such third party in addition to the Owner;
- b. 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 interests in a Lot have 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; and
- c. 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 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. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand for, 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 the same on Sept 6th, 2017, and has not been modified, rescinded or revoked.

EXECUTED this 11 day of Sept, 2017

Beaver Lake Ranch Association, Inc.,
A Texas non-profit corporation

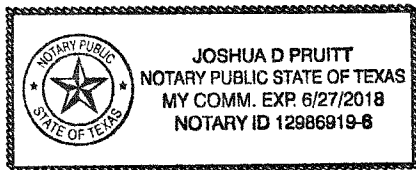
By: Edwin Case
Edwin Case,
Board Member, Beaver Lake Ranch Association, Inc.

STATE OF TEXAS

§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 11 day of Sept, 2017, by Edwin Case, authorized representative of Beaver Lake Ranch Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Joshua D. Pruitt
Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

EXHIBIT A

Violation	Fine	Frequency
Construction, installation, erection or placement of exterior improvements regulated by the Governing Documents without prior approval of the Architectural Control Committee.	\$200.00 \$50.00	One Time Every 20 days following first fine
Failure to erect, construct, place or install an improvement in accordance with provisions approved by and in file with the Architectural Control Committee within 12 months of submitted and approved completion date.	\$100.00 \$50.00	One Time Every 20 days following first fine
Pool Equipment not screened by shrubbery or visible from community private roads.	\$25.00	Every 15 Days
Garbage Receptacles in violation of Article 6.6(i) of the Declaration.	\$25.00	Every 15 Days
Storage of trash, garbage or other waste not in accordance the Collin County ordinances.	\$25.00	Every 15 Days
Parking Cars, Boats, Trailers, or Recreational Vehicles on any of the community private roads	\$30.00	Daily
Boats, Trailers, or Recreational Vehicles parked or stored on a lot but not concealed from view from adjoining Lots, Common Properties, community private roads except where parked on approved surfaces or under approved structures.	\$30.00	Daily
Installation of clotheslines, above ground swimming pools, and window unit air conditioners not previously approved by the architectural committee.	\$30.00	Daily
Allowing pets and livestock to roam off property that constitute a nuisance to the community.	\$25.00	Per Daily Incident
Violation of ordinances such as noise and animal control ordinances that constitute a nuisance to the community.	\$25.00	Every 15 Days
Installation of satellite dishes, electronic towers, aerials and similar structures not previously approved by the Architectural Control Committee or installed prior to July 17 th , 2017.	\$25.00	Every 15 Days
Failure to maintain all fencing visible from community private roads.	\$50.00	Every 15 Days
Failure to maintain masonry retaining walls.	\$50.00	Every 15 Days
Failure to maintain temporary sports equipment.	\$25.00	Every 15 Days
Failure to store temporary sports equipment.	\$25.00	Every 15 Days
Installation of signs, flags, flag poles, solar panels, rain barrels or billboards not approved by the Architectural Control Committee.	\$25.00	Every 15 Days

Failure to maintain grass and vegetation visible from the community private roads or Common Area.	\$25.00	Every 15 Days
Animals not in compliance with Declarations and Bylaws.	\$50.00	Every 15 Days
Dumping of trash, residue or other pollutants in the Common Areas, roadways, or vacant Lots. This includes any materials deposited by construction contractors, delivery crews, or other service entities servicing the owner's Lot.	\$25.00	Every 15 Days
Overnight parking of trucks with tonnage in excess of one and one half tons and any commercial Vehicle with signage or advertisement displays or any vehicle with painted advertisement.	\$30.00	Daily
Overnight parking of boats, trailers, or other unauthorized vehicles.	\$30.00	Daily
Failure to maintain stone support columns at gates, exterior buildings, or between fencing	\$50.00	Every 15 Days
Failure to maintain masonry or brickwork around tree wells and flower beds.	\$50.00	Every 15 Days
Failure to prune trees and shrubs and/or remove dead trees.	\$25.00	Every 15 Days
Failure to mow lawn; edge curbs, driveways, and walkways; and/or keep garden areas free of weeds and dead plant life.	\$25.00	Every 15 Days
Failure to maintain sprinkler system located on Owner's Lot.	\$25.00	Every 15 Days
Failure to maintain driveways or concrete curbs.	\$25.00	Every 15 Days
Installation of any reflective window coverings or treatments exposed to public view	\$25.00	Every 15 Days
Continued, long-term use of temporary internal window coverings exposed to public view.	\$25.00	Every 15 Days
Failure to maintain property to reasonable community standards– specifically to include maintaining all structures, doors, gates, roofing, painted surfaces, Lot drainage and landscaping in good working order.	\$50.00	Every 15 Days
Failure to escort guests while visiting the Common Properties areas – specifically the lake	\$50	Per Incident



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/13/2017 10:40:48 AM
\$62.00 SCAPELA
20170913001227060

Stacey Kemp