



**NOTICE OF FILING: COVENANT AND ENFORCEMENT POLICY
THE PRESERVE ON ASH CREEK PROPERTY OWNERS' ASSOCIATION, INC.**

STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF PARKER)

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR THE PRESERVE ON ASH CREEK PROPERTY OWNERS' ASSOCIATION, INC. ("Notice") is made November 1, 2023 by THE PRESERVE ON ASH CREEK PROPERTY OWNERS' ASSOCIATION, Inc. ("The Association")

WITNESSETH:

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the **Declaration of Covenants, Conditions and Restrictions for THE PRESERVE ON ASH CREEK** ; 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 **PARKER County**, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instrument affecting the owners of property within **THE PRESERVE ON ASH CREEK** subdivision ("Owner").

NOW THEREFORE, the policy attached hereto on Exhibit "A" are originals and are hereby filed of record in the real property records of **PARKER County**, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

THE PRESERVE ON ASH CREEK PROPERTY OWNERS' ASSOCIATION, INC.

By: *Dawn Kelly*
Name: Dawn Kelly
Title: Authorized Agent

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ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

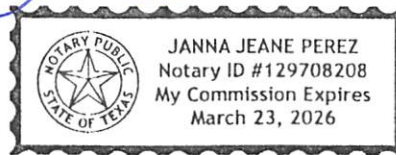
BEFORE ME, the undersigned authority, on this day personally appeared Dawn Kelly,
authorized agent of **THE PRESERVE ON ASH CREEK PROPERTY OWNERS'**

ASSOCIATION, INC.

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 purposed and consideration
therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of November, 2023

Janna Jeane Perez



The Preserve at Ash Creek Property Owners Association

Covenant Enforcement and Fining Policy

WHEREAS, The Preserve at Ash Creek Property Owners Association (the Association) is authorized to enforce the covenants and restrictions contained in the “Declaration of Covenants, Conditions and Restrictions” for **The Preserve at Ash Creek Property Owners Association** (the “Declaration” also known as the “Covenants”) and contained in the Bylaws, rules and regulations, guidelines and other standards and policies (all collectively referred to in this policy as the “Governing Documents”); and

WHEREAS, pursuant to Article XIII Section 8.10 of the Covenants, Conditions, and Restrictions, the Board of Directors shall have the power and authority to impose reasonable fines for violations of the governing documents, Architectural guidelines or any rule or regulation of the Association which shall constitute a lien upon the Lot of the violation Owner as provided in the Declaration.

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 found to exist in, on and about the Property, the Lots, the Streets, and the Common Areas within **The Preserve at Ash Creek Property Owners Association**, and the following procedures are to be known as the “Covenant Enforcement and Fining Policy” (referred to herein as the “Enforcement Policy”), which shall replace any previously adopted policy.

- 1) **First Violation Notice/ Friendly Reminder:** A written courtesy notice will be sent to the Owner of the Lot in question as required by Texas Property Code, delivered via First Class Mail and will be given a time period of 30 days to correct or 24 hours to correct for street parking. No fine will be applied to the account with a First Notice. Owner will be notified of the next step in the process which includes the fining amount, as identified in Exhibit A, in the Second Notice.
- 2) **Second Notice (Not Repaired/ No Application for Extension):** If the situation is not cured within the time period noted in the first notice, a letter will be sent via first class mail notifying the Owner of the continued violation. Said owner will be given thirty (30) days to correct the violation. No fine will be applied to the account at this

step. Owner will be noticed of the next step in the process to include a fine, as identified in Exhibit "A", plus the cost of certified mail delivery.

- 3) **Final Notice (Not Repaired/ No Application for Extension):** If after the specific time period given in the second notification, the violation continues, the homeowners will be subject to the application of a fine, as outlined in the schedule of fines "Exhibit A", to their account, plus the cost of certified delivery. Notice will be sent via certified mail, return receipt and by regular first class mail. Ten (10) days to cure will be provided before assessing for compliance moving forward. On the fifth notice the fine doubles per the schedule.
- 4) **"Damage Assessment":** Violations that result in property damage or cause the Association to incur cleanup costs will result in a "Damage Assessment" on the homeowners account.
- 5) **Construction without ACC Approval/ Non-Conforming Improvement:** Changes done to a property without request and approval will be fined as outlined separately in the Schedule of Fines "Exhibit A" without maximum.
- 6) **"Appeal Process":** If a homeowner so chooses, an appeal can be made via written request to the board within per the guidelines in Texas Property Code Section 209.007.
 - A. Except as provided by subsections (C) and (D) below, and only if the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.
 - B. The Association shall hold a hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and 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 be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.
 - C. The notice and hearing provisions of Section 209.006 and Section 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation.
 - D. The notice and hearing provisions of Section 209.006 and Section 209.007 of the

Texas Property Code do not apply to a temporary suspension of an Owner's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this section.

- E. An Owner or the Association may use alternative dispute resolution services.
 - F. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.
 - G. If an Association does not provide a packet within the period described by subsection (F), an Owner is entitled to an automatic 15-day postponement of the hearing.
 - H. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
- 7) The Board is granted the authority to adopt and assess a different fine amount on a case by case basis after considering all facts of the violation. Any category of fine can be increased for repeat offenses.

8) Notice to the Members:

The Association Shall:

- A. Provide a copy of this policy to an Owner of a lot in the Subdivision by:
 - a. Posting the policy on an Internet website maintained by the Association or an agent acting on behalf of the Association and accessible to Members of the Association; or
 - b. Annually send a copy of the policy, separately or included in routine communication form the Association to Members, by:
 - i. Hand delivery to the Owner;
 - ii. First Class mail to the Owner's last known mailing address; or
 - iii. Email to an email address provided to the Association by the Owner; and

B. Make the policy available on any publicly accessible Internet website maintained by the Association or an agent acting on behalf of the Association.

9) Owner's Liability.

An Owner is liable for any fines levied by the Association for violations by the Owner, any lessees, or the Owner or lessees' family, guests, employees, agents or contractors. Regardless of who performs the violation, the Association will direct its communications to the Owner.

10) Definitions.

Any words not defined in this Policy shall have the same meaning assigned in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Preserve at Ash Creek Subdivision filed of record under Document: 2016-0006719 of the Official Public Records of the Hood County Clerk, Hood County, Texas.

(Schedule of Fines on Next Page)

Exhibit “A”
Schedule of Fines

Violation	Fine
Declaration of Restrictions Covenants& Conditions of The Preserve at Ash Creek Article III	\$100.00 after Second Notice \$50.00 after the next 10 days \$200.00 after an additional 10 days*
Construction w/o ACC Approval Article III and IV	\$250.00 after first notice
Non- Conforming Improvement Article IV	\$500.00 after first notice \$500.00 after an additional 10 days \$100.00 per day thereafter*
Street Parking	\$100.00 after 10 days notice \$100.00 after additional 10 days \$500.00 after an additional 10 days*

This schedule of Fines is to be used solely as a guide to the Board in establishing rules for various violations of the Association governing documents. Fines may vary depending upon the nature and severity of the violation.

General Policy

If a homeowner contacts the board with the intent to correct a violation and asks for an extension, the board shall grant such extension if it deems the extension reasonable.

Forced Maintenance Procedure

After a homeowner has received the fifth notice with fine, the board may enact forced maintenance to bring the property into compliance. The Association will send a certified letter stating the date the Association will have a contractor onsite to initiate the work needed to cure the violation. The cost for the work will be provided and will be applied on the account as a reimbursement to the Association , not before the date of service listed on the notification including the cost of the certified notice, and the fine per the schedule of fines.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202329803
11/16/2023 10:32 AM
Fee: 54.00
Lila Deakle, County Clerk
Parker County, TX
NOTICE