

**CERTIFICATE OF RATIFICATION AND
PROMULGATION OF COMMUNITY
ASSOCIATION VIOLATION ENFORCEMENT
POLICY FOR SADDLE CREEK HOA, INC.**

**STATE OF TEXAS §
 §
COUNTY OF BRAZOS§**

WHEREAS, the Board of Directors of the Saddle Creek HOA, Inc., (the "*Board*") is the entity responsible for the operation of the Saddle Creek HOA, Inc., (the "*Association*"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for the Saddle Creek Sub-Division, recorded as Volume 8185, page 269; Volume 8771, page 40; Volume 8771, page 25; Volume 8887, page 209; Volume 9337, page 23; Volume 10233, page 187; Volume 10598, page 95; Volume 11061, page 101; Volume 11336, page 140; Volume 11487, page 169; Volume 11644, page 108; Volume 12273, page 97; and Volume 13034, page 166, in the Real Property Records of Brazos County, Texas, and any and all amendments thereof and supplements thereto (collectively, the "*Saddle Creek HOA Declarations*") and the Bylaws of the Association and any and all amendments thereto (the "*Bylaws*"); and

WHEREAS, the Saddle Creek HOA Declarations affect certain parcels or tracts of real property in the City of College Station, Texas, County of Brazos, State of Texas (the "*Property*"); and

WHEREAS, the Board has the authority to enforce the provisions of the Saddle Creek HOA Declarations pursuant to Article VIII, Section 1.0, or Article XIII, Section 1.0 thereof; and

WHEREAS, the Board has the authority, pursuant to the Saddle Creek HOA Declarations, to determine, in its reasonable discretion, the manner in which violations of the Saddle Creek HOA Declarations 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 Saddle Creek HOA Declarations and for the elimination of violations which may be found to exist within the Property; and

WHEREAS, the Board acknowledges that the terms and conditions contained herein shall apply to violations of the covenants, conditions and restrictions contained in the Saddle Creek HOA Declarations 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 Saddle Creek HOA Declarations, 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 Saddle Creek HOA Declarations 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 Saddle Creek HOA Declarations, of any kind or nature erected, placed, or altered on any Lot within the Property 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.** 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, reservations and restrictions contained in the Saddle Creek HOA Declarations is also deemed a "Violation" under this Enforcement Policy for all purposes.

3. Notification.

a. **Initial Notification of Violation.** Upon verification of the existence of a Violation by the management staff ("Management") of the Association, Management will send to the Owner written notice via email with read receipt of the existence of the Violation ("Initial Notification"). The Initial Notification will inform the Owner of the following:

- (i) The nature, description, location and photograph of the Violation that is the basis for potential enforcement action; and
- (ii) Notice that the Owner is entitled to a period of not less than ten (10) days from the date of the Initial Notification to cure the Violation, unless the Owner was given notice and a reasonable opportunity to cure a similar Violation within the preceding twelve months, in which case a First Notice of Violation Prior to Enforcement Action shall be sent.

b. **First 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 Initial Notification of Violation, Management shall send to the Owner written notice, via email with read receipt (the "First Notice of Violation Prior to Enforcement Action") informing the Owner of the following:

- (i) The nature, description, location and photograph of the Violation that is the basis for the enforcement action,
- (ii) That since Owner did not cure the Violation during the period provided in the Initial Notification of Violation the Association may, after the expiration of no less than ten (10) days from the date of the First Notice of Violation Prior to Enforcement Action, take any and all actions to seek compliance, including but not limited to entering Owner's property and correcting the violation, and that Owner's account will be charged all costs of enforcement including actual costs incurred for correcting the violation and attorney's fees; and

c. **Second 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 First Notice of Violation Prior to Enforcement Action Management shall send to the Owner written notice (the "Second Notice of Violation Prior to Enforcement Action"), via email with read receipt, regular US Mail, and US Mail Certified Return Receipt Requested, informing the Owner of the following:

- (i) The nature, description, location and photograph of the Violation that is the basis for the enforcement action,
- (ii) That since Owner did not cure the Violation during the period provided in the First Notice of Violation Prior to Enforcement Action the Association will, after the expiration of no less than ten (10) days from the date of the Second Notice of Violation Prior to Enforcement Action, take any and all actions to seek compliance, including but not limited to entering Owner's property and correcting the violation, and that Owner's account will be charged all costs of enforcement including actual costs incurred for correcting the violation and attorney's fees. An estimate of expected costs to cure and/or attorney's fees will be included and Owner's account will be charged for the cost of Certified Mail fees; 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 Second Notice of Violation Prior to Enforcement Action.

d. **Failure to Remedy and Notice of Enforcement Action.**

Failure to either (i) cease all work immediately upon receipt of the First or Second Notice of Violation Prior to Enforcement Action, and/or (ii) remedy the current Violation existing upon the Lot within the cure period stated in the First or Second Notice of Violation Prior to Enforcement Action, shall constitute a continuing Violation and result in the pursuit of any other remedy available at law or in equity, under the Saddle Creek HOA Declaration, the Bylaws or this Enforcement Policy including, but without limitation, entering onto the Owner's property to correct the Violation, the recording in the Real Property Records of Brazos County of a Notice that the Lot in question is in violation of restrictive covenants, or an action for injunctive relief and civil damages. No earlier than the expiration of the cure period in the Second Notice of Violation Prior to Enforcement Action Management shall send to the Owner written notice (the "Failure to Remedy and Notice of Enforcement Action"), via email with read receipt, regular US Mail, and US Mail Certified Return Receipt Requested, informing the Owner of the following:

- (i) The nature, description and location of the Violation that is the basis for the enforcement action,
- (ii) That since Owner did not cure the Violation during the period provided in the Second Notice of Violation Prior to Enforcement Action the Association will, after the expiration of no less than five (5) days from the date of the Failure to Remedy and Notice of Enforcement Action, take any and all actions to seek compliance, including but not limited to entering Owner's property and correcting the violation, and that Owner's account will be charged all costs of enforcement including actual costs incurred for correcting the violation and attorney's fees. Owner's account will be charged for the cost of Certified Mail fees.

The date of expiration of the cure period stated in the Second Notice of Violation Prior to Enforcement Action shall be the "Notice of Enforcement Action Date."

5. Hearing. Included in the Notice of Violation Prior to Enforcement 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 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 be granted by agreement of the Board and Owner.

6. 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.

7. **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.

8. **Temporary Suspension of Right to Use Common Area.** No notice of 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 Saddle Creek. 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.

9. **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.

10. **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 Initial Notification of Violation and/or Notice of Violation Prior to Enforcement Action shall be voided except as hereinafter provided. The Owner is hereby advised of the consequences of the future violation of the same provision of the Saddle Creek HOA Declarations set forth in the following paragraph. The Owner will remain liable for all individual special 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 individual special assessments imposed.

11. **Repeated Violation of the Same Provision of the Saddle Creek HOA Declarations.** Whenever an Owner who has previously cured or eliminated a violation after receipt of an Initial Notification of Violation, commits a similar violation within 12 months from the date of the Initial Notification of Violation, such violation(s) will be considered an escalation of the first violation, and will be treated as such.

12. **Authority of Management To Act.** The Board hereby 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.

13. **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 Saddle Creek HOA Declarations, and the Property shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended.

14. 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.

15. Saddle Creek Declaration and Bylaws Control. Nothing herein is intended to amend or modify the Saddle Creek HOA Declarations or Bylaws and in each and every instance of conflict of this Enforcement Policy with the terms of the Saddle Creek HOA Declarations and Bylaws, the terms of the Saddle Creek HOA Declarations and Bylaws shall control, except to the extent they are inconsistent with Chapter 209 of the Texas Property Code.

16. Use of Terms. Capitalized Terms which are used herein but not defined shall have the same meaning given to such terms in the Saddle Creek HOA Declarations.

Executed at to be effective as of the 18th day of May, 2022.

**Saddle Creek HOA,
Inc.**

By: *Dwayne Cordray*
Secretary

CERTIFICATION OF APPROVAL

I, Brenda K. Hiler, the duly-elected President of the Saddle Creek HOA, Inc. hereby certify:

That the Community Association Violation Enforcement Policy for the Saddle Creek HOA, 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 Saddle Creek HOA, Inc. and shall be filed of record with the office of the Brazos County Clerk.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 18th day of May, 2022.

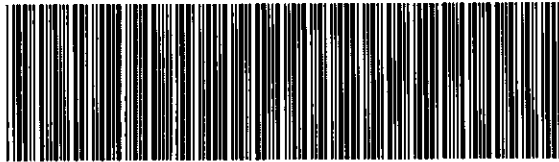
Brenda K. Hiler
President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 18th day of May, 2022, by Brenda Hiler, President of Sweetwater Owners Association, a Texas non-profit corporation, on behalf of said entity. Saddle Creek



T. Myers
Notary Public, State of Texas



VG-267-2022-1475968

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1475968
Volume : 18054

Real Property Recordings

Recorded On: June 28, 2022 09:39 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$50.00

******* 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.

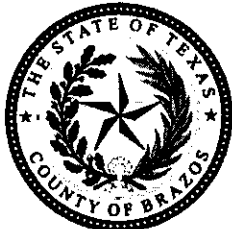
File Information:

Document Number: 1475968
Receipt Number: 20220628000035
Recorded Date/Time: June 28, 2022 09:39 AM
User: Kim G
Station: CCLERK09

Record and Return To:

BEAL PROPERTIES
3363 UNIVERSITY DRIVE EAST,STE 215

BRYAN TX 77802



STATE OF TEXAS
COUNTY OF BRAZOS

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 Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX