

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2019 - 10691

ERecordings-RP

Recorded On: May 09, 2019 02:10 PM Number of Pages: 19

Parties: FAWN MEADOW AND GREENWAY PARKS AT GATEWAY HOA INC ETAL

" Examined and Charged as Follows: "

Total Recording: \$94.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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STATE OF TEXAS
COUNTY OF GRAYSON

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 Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR**

FAWN MEADOW AND GREENWAY PARKS AT GATEWAY HOA, INC.

**[First Amendment to Bylaws, Assessment Collection Policy
and Covenant Enforcement and Fining Policy]**

**STATE OF TEXAS §
 §
COUNTY OF GRAYSON §**

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR FAWN MEADOW AND GREENWAY PARKS AT GATEWAY HOA, INC. (this "Notice") is made to be effective this 15 day of January, 2019 by Fawn Meadow and Greenway Parks at Gateway HOA, Inc. (the "Association").

WITNESSETH:

WHEREAS, TPJ Properties, Ltd. ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Fawn Meadow & Greenway Parks at Gateway Homeowners Association" on or about February 26, 2016, as Document No. 2016-00003847 at Volume 5764, Page 326 *et seq.* of the Real Property Records of Grayson County, Texas (the "Declaration"); 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 dedicatory instruments attached hereto as Exhibit "A" pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "A" are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Grayson County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 15 day of January, 2019.

**FAWN MEADOW AND GREENWAY PARKS
AT GATEWAY HOA, INC.,**
a Texas non-profit corporation

By: _____
Name: Paul Johnson
Title: Director

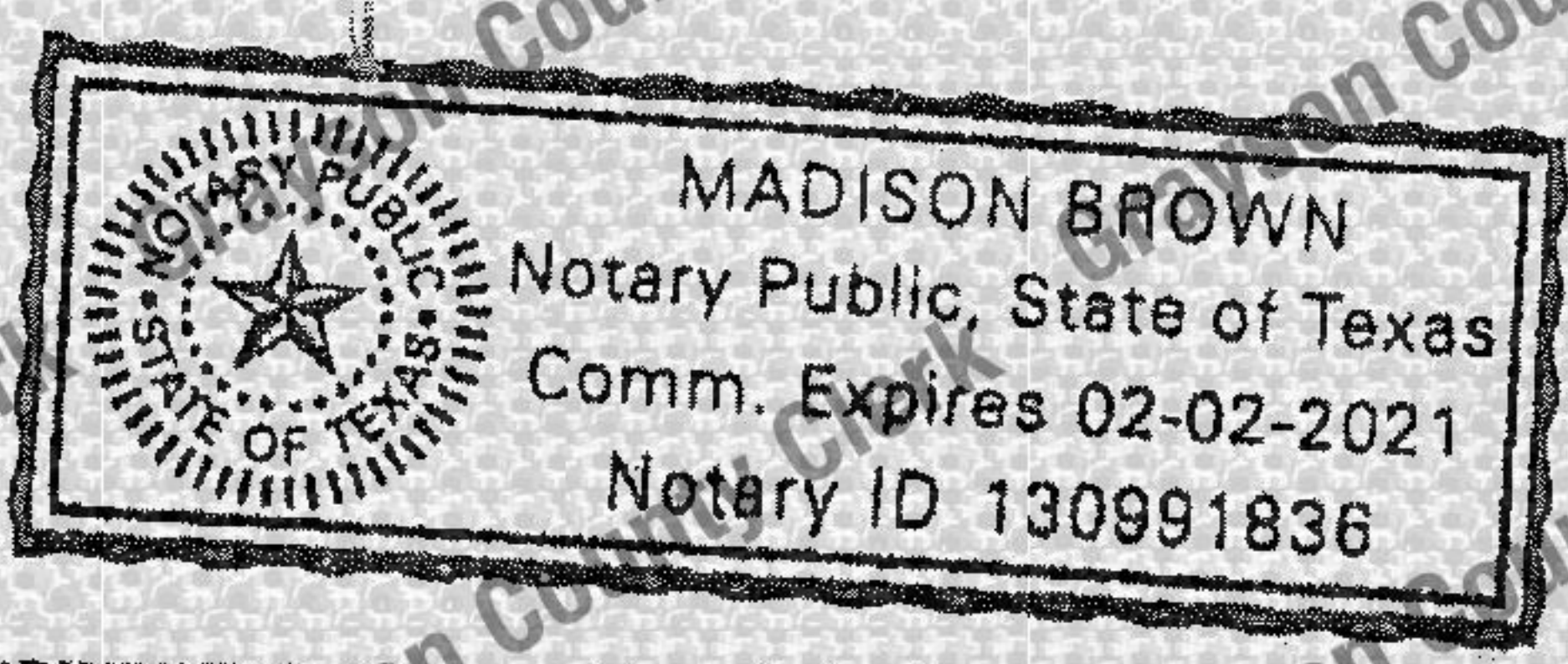
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Grayson

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BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Paul Johnson, the Director of Fawn Meadow and Greenway Parks at Gateway HOA, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of January, 2018



Notary Public in and for the State of Texas
My Commission Expires: 2-2-21

EXHIBIT "A"

A-1 First Amendment to the Bylaws of Fawn Meadow and Greenway Parks at Gateway HOA, Inc.

A-2 Assessment Collection Policy

A-3 Covenant Enforcement and Fining Policy

SEP 24 2018

FIRST AMENDMENT TO THE
BYLAWS
OF
FAWN MEADOW AND GREENWAY PARKS AT GATEWAY HOA, INC.
[Quorum and Annual Meeting Date]

STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO THE BYLAWS OF FAWN MEADOW AND GREENWAY PARKS AT GATEWAY HOA, INC. (this "First Amendment") is made to be effective this 19th day of September, 2018, by the membership of Fawn Meadow and Greenway Parks at Gateway HOA, Inc. (the "Association").

WITNESSETH:

WHEREAS, TPJ Properties, Ltd. ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Fawn Meadow & Greenway Parks at Gateway Homeowners Association" on or about February 26, 2016, as Document No. 2016-00003847 at Volume 5764, Page 326 *et seq.* of the Real Property Records of Grayson County, Texas (the "Declaration"); and

WHEREAS, on or about March 9, 2016, the Association's initial Board of Directors adopted the Bylaws of Fawn Meadow and Greenway Parks at Gateway HOA, Inc, which was recorded on or about March 9, 2016, as Document No. 2016-00004822 of the Real Property Records of Grayson County, Texas (the "Bylaws"); and

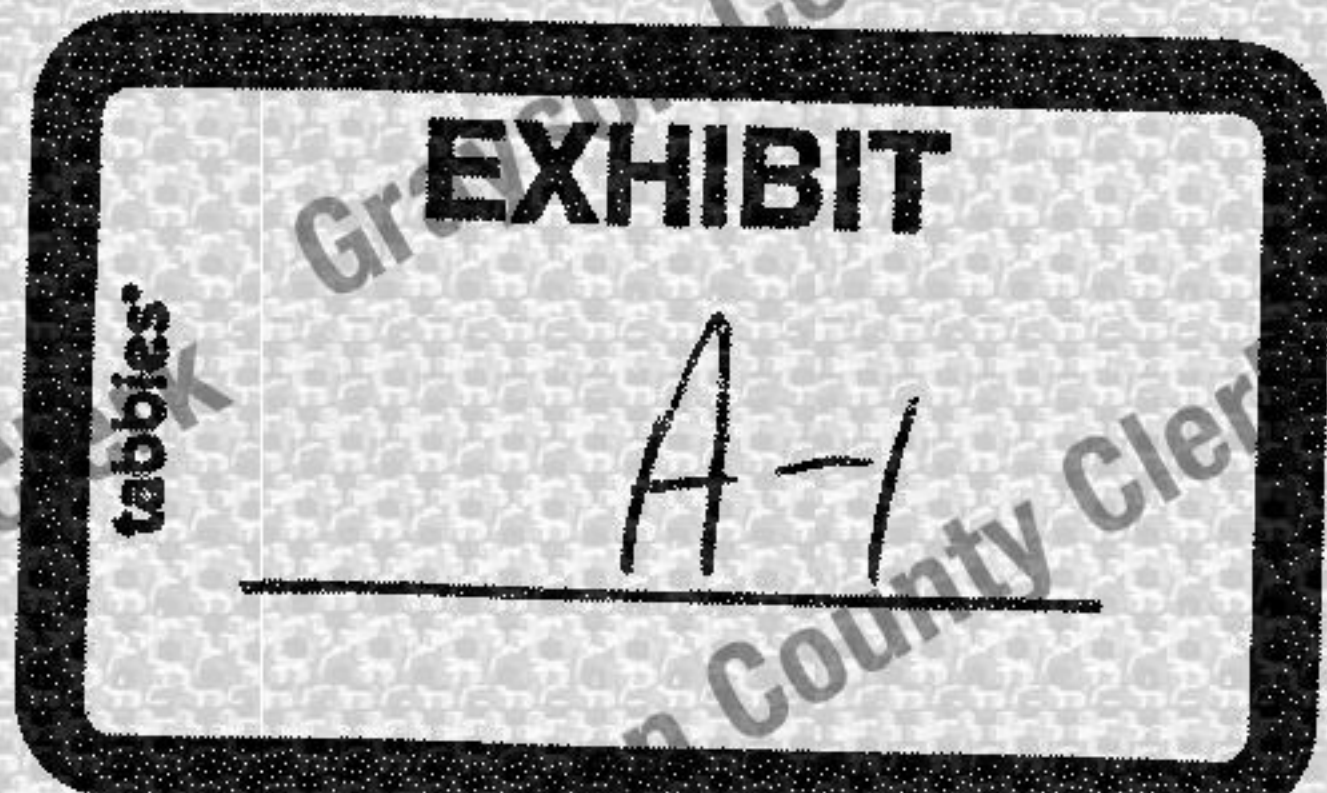
WHEREAS, Section F, Subsection F.6 of the Bylaws provides that the Bylaws may be amended at any time by the vote of 67 percent of the Voting Members in the Property Owners Association; and

WHEREAS, the following amendment to the Bylaws has been approved by a vote of 67 percent of the Voting Members in the Property Owners Association at a meeting of the Members held on August 16, 2018.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Section A, Subsection A.3 is deleted in its entirety and replaced with the following:

A.3 Annual Meetings. Regular annual Members meetings will be held in the month of May of each calendar year.



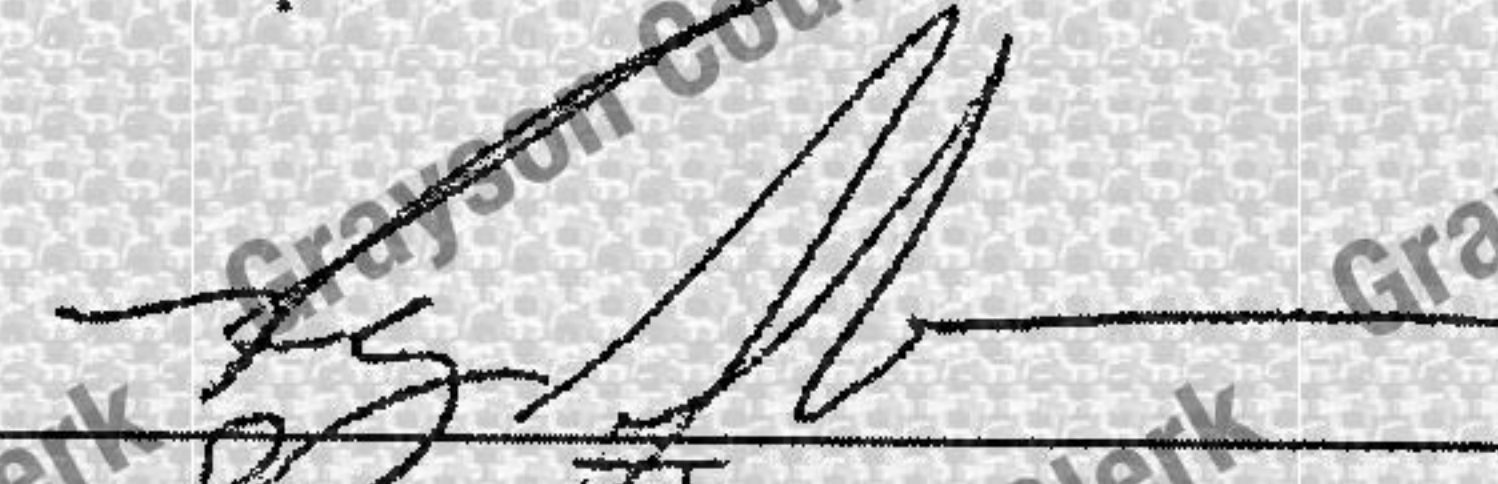
2. Section A, Subsection A.7 is deleted in its entirety and replaced with the following:

A.7 *Quorum.* The presence in person, by proxy, or by absentee or electronic ballot of Voting Members representing at least twenty percent (20%) of the votes in the Association shall constitute a quorum at the initially-called meeting of the Members. If a Members meeting cannot be held because a quorum is not present, one additional meeting may be called, subject to the notice and quorum requirements contained herein. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than 60 days nor less than 10 days before the reconvened meeting.

3. Except as modified by this First Amendment, the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 19th day of September, 2018.

**FAWN MEADOW AND GREENWAY PARKS
AT GATEWAY HOA, INC.,**
a Texas non-profit corporation

By: 
Name: Ryan Johnson
Title: Director

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Grayson

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BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ryan Johnson, the Director of Fawn Meadow and Greenway Parks at Gateway HOA, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

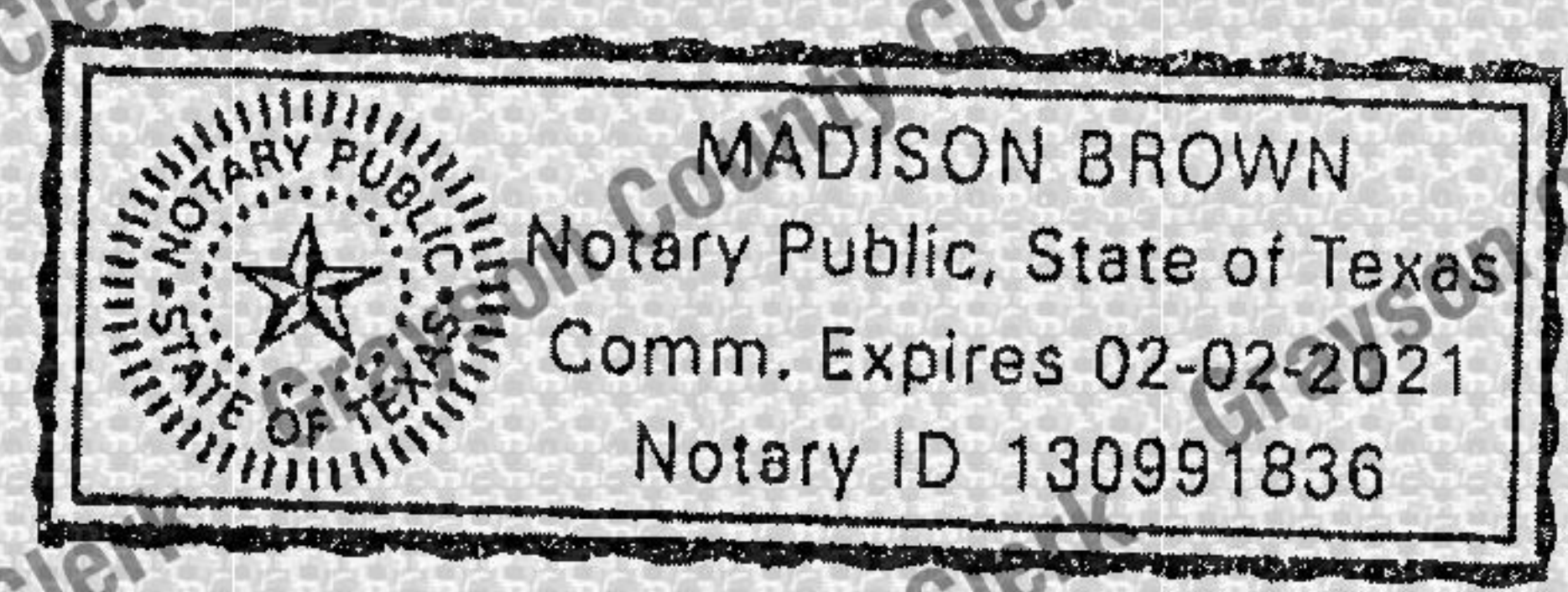
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of September, 2018.

[Handwritten Signature]

Notary Public in and for the State of Texas

My Commission Expires: 2-2-2021

P:\RWBWPIC_Directory (Association Documents)\Bylaws and Fawn Meadow and Greenway Parks - 1st Amend Bylaws (quarter and annual meeting date).docx



FAWN MEADOW AND GREENWAY PARKS AT GATEWAY HOA, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, Fawn Meadow and Greenway Parks at Gateway, Inc. (the "Association") has authority pursuant to Article VII of the Declaration of Covenants, Conditions and Restrictions for Fawn Meadow & Greenway Parks at Gateway Homeowners Association (the "Declaration") to levy assessments against Owners of Lots located within Fawn Meadow and Greenway Parks at Gateway, a planned community located in Grayson County, Texas (the "Development"); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and state law regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

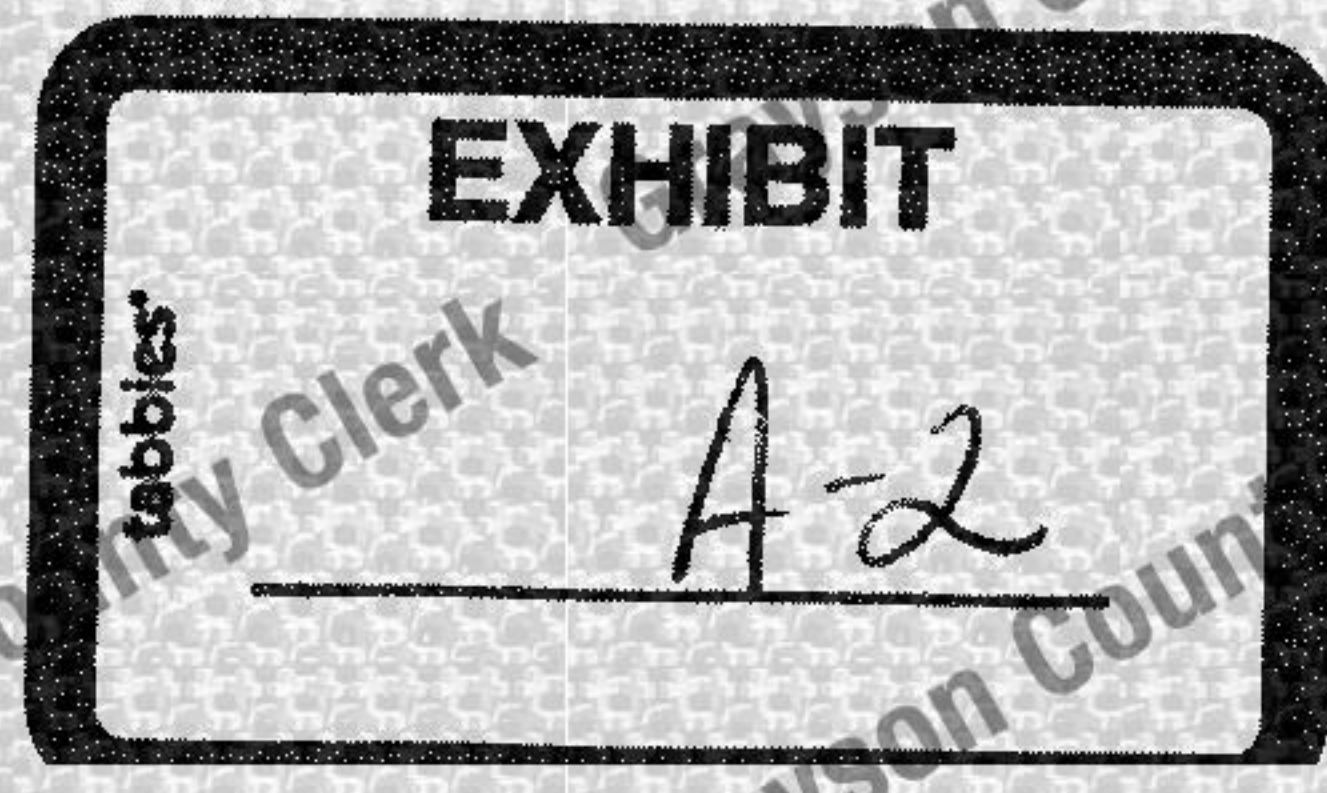
NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" ("Policy") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. Delegation to Management. To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. Ownership Interests. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. Due Dates. Pursuant to Article VII of the Declaration, Assessments may be paid in monthly, quarterly, semi-annual or annual installments as determined by the Board. Currently, Maintenance Assessments are levied annually and are due and payable in advance on the first day of January of each year. The due date for a Capital Assessment or Special Assessment is the date stated in the notice of assessment or, if no date is stated, within fifteen (15) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date". Any assessment which is not paid in full on or before the Due



Date is delinquent (the "Delinquency Date") and shall be assessed handling charges and interest as provided in Paragraphs 7 and 8 below.

5. Written Notice of Default. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of default to the Owner via certified mail, return receipt requested (the "Default Notice"). The Default Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association offer payment plans to owners in certain circumstances. The Association's payment plan procedures are addressed in its Alternative Payment Schedule for Certain Assessments in Article VII, Section 7.8(f) of the Declaration.

7. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be eighteen percent (18%) per annum, or the maximum amount permitted by Texas law, whichever is less, and shall accrue from the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

8. Handling Charges and Return Check Fees. In order to recoup for the Association and/or its managing agent the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association or its managing agent in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that do not fall within category (3) above; (5) any fines assessed by the Association; and lastly (6) any other amount owed to the Association.

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

11. Notification of Owner's Representative. 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 Policy will be deemed full and effective for all purposes if given to such representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Default Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Real Property Records of Grayson County, as applicable, a written notice of lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Suspension of Rights to Use Recreational Facilities. If authorized by the Declaration, Bylaws or rules and regulations, the Association may suspend an Owner's privileges to use the Association's recreational facilities.

h. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

13. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

14. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls. In the event any provision of the Declaration related to collection of assessments conflicts with Chapter 209 of the Texas Property ("Code"), the Code controls.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption and recordation 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 January 15, 2019, and has not been modified, rescinded or revoked.

DATE: 1/15/19

[Signature]
Secretary

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FAWN MEADOW AND GREENWAY PARKS AT GATEWAY HOA, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Fawn Meadow and Greenway Parks at Gateway HOA, Inc. (the "Association") is authorized to enforce the covenants contained in the Declaration of Covenants, Conditions and Restrictions for Fawn Meadow & Greenway Parks at Gateway Homeowners Association (the "Declaration"), rules and regulations, and Architectural Guidelines (hereinafter the Declaration, rules and regulations, and Architectural Guidelines are collectively referred to as the "Dedictory Instruments") and impose fines for violations of the Dedictory Instruments; and

WHEREAS, pursuant to Article VII, Section 6.7 of the Declaration, the Board of Directors of the Association has the power to take action to enforce the provisions of the Declaration and any rules made thereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules; and

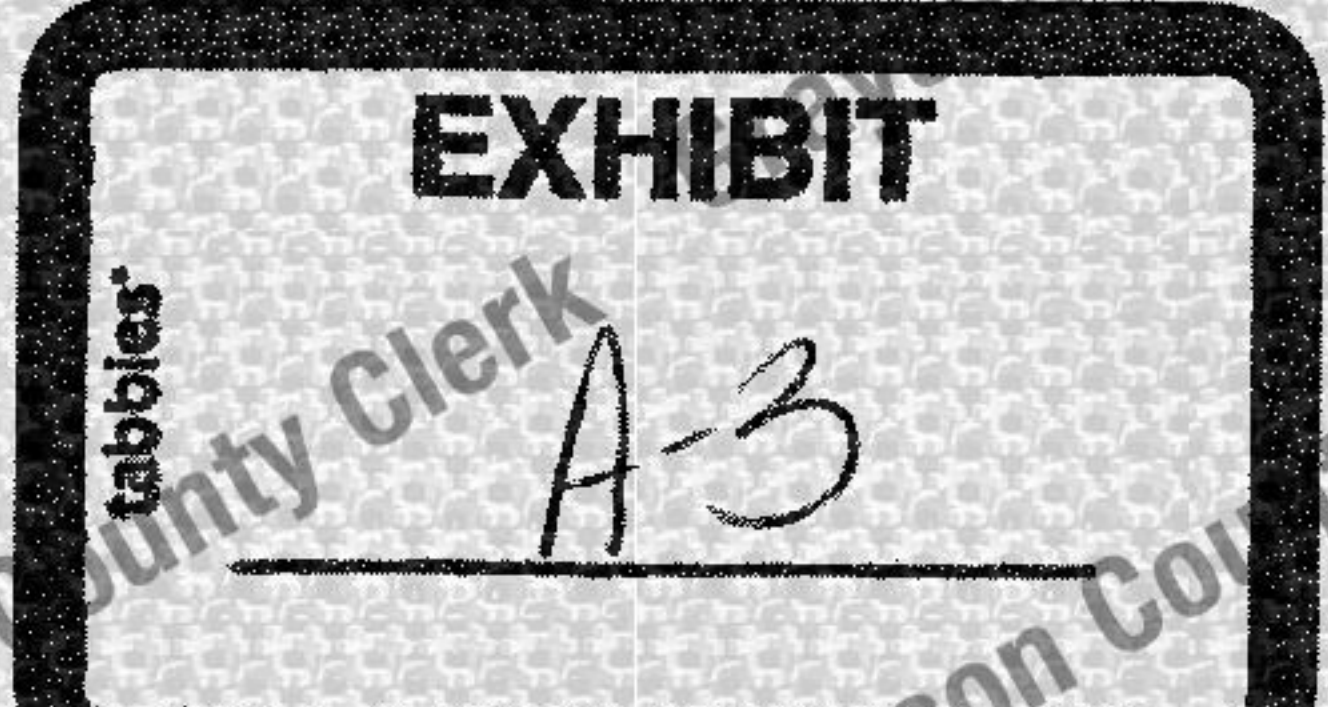
WHEREAS, pursuant to Article IX, Section 9.3 of the Declaration, the Association may enforce the Dedictory Instruments through a proceeding against any person or persons violating or attempting to violate the Dedictory Instruments, either to restrain or enjoin the violation or to recover damages for the violation, or both; and

WHEREAS, pursuant to Article IV, Section 4.3 of the Declaration and Section B, Subsection B.12 of the Bylaws of Fawn Meadow and Greenway Parks at Gateway HOA, Inc. (the "Bylaws"), the Board shall have the power and authority to assess fines against Owners violating the Association's Dedictory Instruments; and

WHEREAS, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board desires to promulgate the following policy establishing procedures for the enforcement of the Dedictory Instruments 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 Dedictory Instruments and for the elimination of violations of the Dedictory Instruments found to exist in, on and about the Lots and Common Properties within Fawn Meadow and Greenway Parks at Gateway and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy").

1. Exempted Actions/Remedies. This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to collect a regular or special assessment or foreclose under the Association's lien, or is pursuing a self-help remedy. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges.



2. Generally. The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Dedicatory Instruments; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Dedicatory Instruments or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

3. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Dedicatory Instruments shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are examples of Violations considered incurable for purposes of this Policy:

- a. an act constituting a threat to health or safety, such as the keeping of a pet which endangers the health or safety of occupants of other Lots;
- b. a noise violation that is not ongoing; and
- c. property damage, including the removal or alteration of landscape.

The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

4. Report of Violation. Upon discovery of a Violation, 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 5 below.

5. 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 certified mail (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 Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including a reference to the rule or provision of the Dedicatory Instruments that is being violated and any property damage caused by the Owner, and state any amount due to the Association from the Owner.

b. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use the Common Properties, the use of self-help remedies or the amount claimed to be due from the owner for property damage.

c. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, and a description of the action required to cure the Violation, as well as specify the date by which the owner must cure the violation.

d. A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 *et seq.*) if the owner is serving on active military duty.

e. The recipient may, on or before thirty (30) days after the date the Owner receives the notice, deliver to the Association a written request for a hearing.

f. If a curable 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 Owner's 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 e. 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.

6. Notice of Sanction/Fine. A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the

Violation has reoccurred) or the Association has not timely received a written request for a hearing.

7. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or a committee appointed by the Board affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action.

8. Appeal. Following a hearing before a committee 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 above for hearings before a committee appointed by the Board.

9. 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 or its delegate with the approval of the president of the Association.

10. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board or its delegate deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board or its delegate 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.

11. Fines. Subject to the provisions of this Enforcement Policy and/or the Dedicatory Instruments, the imposition of fines will be based upon the sole discretion of the Board taking into consideration the nature and severity of the Violation and may be, but is not required to be, based upon the following fine schedule:

- a. In the event that the Owner has not cured the Violation within the requested time period, has not made a timely written request for a hearing, the Board subsequent to a hearing decides to levy a fine, or the violation is incurable and/or a threat to the public health and safety, then the Board may impose a fine against the Owner (and occupant, if different from the Owner) and the Lot. In the event that the Board imposes a fine against an Owner and a Lot, the Board or its delegate will send a notice of the imposition of the fine (the "Notice of Fine") to the Owner. The initial fine may be in an amount up to \$500.00.

b. If the Violation is still not corrected or cured within ten (10) days from the date of the Notice of Fine (or, in the case of a recurring Violation, the Violation has reoccurred), then the Board may impose a second fine against the Owner and the Lot in an amount up to \$500.00.

c. Additional fines will continue to accrue at a rate of up to \$500.00 for every ten (10) days the Violation remains uncured, or up to \$500.00 for each time a recurring Violation has reoccurred.

d. 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 Dedicatory Instruments or this Enforcement Policy.

12. 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, or delivered, as of the date of the postmark of such notice bearing postage prepaid and the appropriate name and address as required herein.

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 or its delegate, as the case may be, has actual knowledge that such situation exists, any action to be taken pursuant to this Enforcement Policy which would directly affect the property of a third party or would be the responsibility of 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.

e. 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 interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association, the Board or its delegate 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 or its delegate 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.

13. Cure or 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 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 levied pursuant to this Enforcement Policy.

Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personally liable for all costs and fines under this 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 Policy, the Board or its delegate may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be personally liable for all costs and fines under this 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 Policy.

14. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

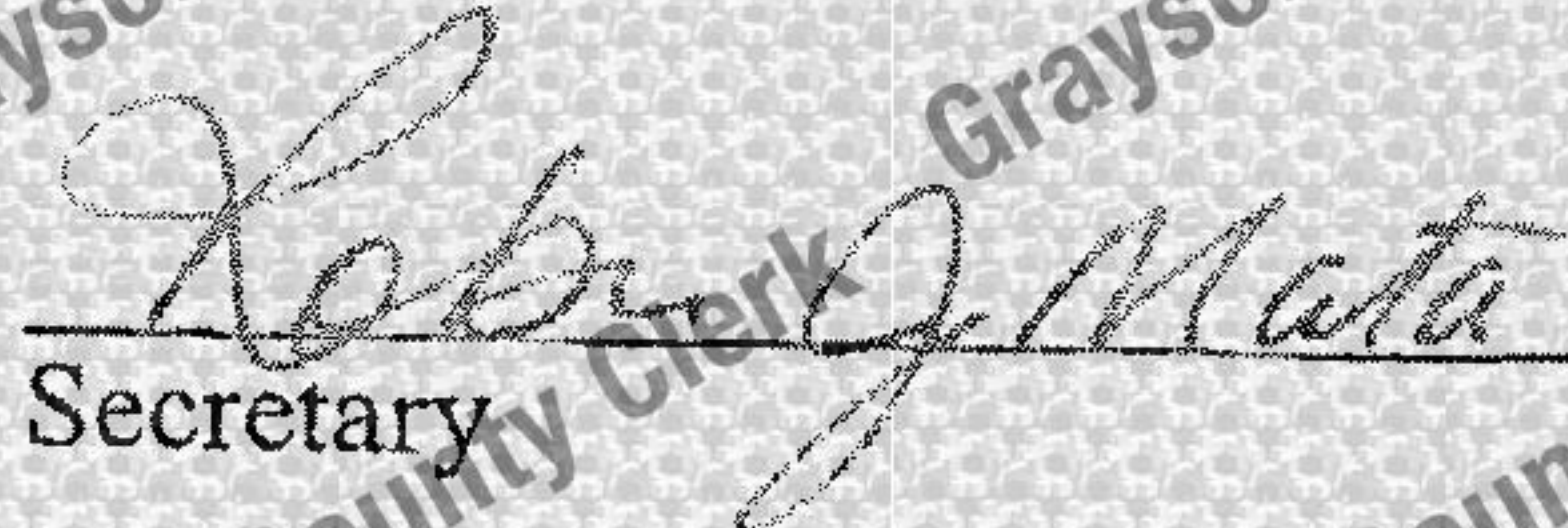
15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this

Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy is effective upon adoption and recordation 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 January 15, 2018, and has not been modified, rescinded or revoked.

DATE: 1/15/19


Secretary

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