

**NOTICE OF FILING: ENFORCEMENT AND FINING POLICY
KESSLER FARMS POA, INC.**

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

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR KESSLER FARMS POA, INC. ("Notice") is made December 15, 2023 by Kessler Farms POA, 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 & Restrictions for Kessler Farms 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 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.

KESSLER FARMS POA, INC.
By: Tiffany Dounge
Printed Name: Tiffany Dounge
Title: Authorized Agent

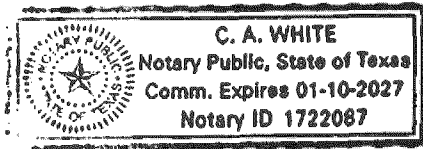
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Tiffany Dounzel, authorized agent of Kessler Farms POA, 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 15 day of December, 2023





Notary Public of Texas

KESSLER FARMS POA, INC.
Covenant Enforcement and Fining Policy

WHEREAS, KESSLER FARMS POA, INC. (the Association) is authorized to enforce the covenants and restrictions contained in the declaration of Covenants, Conditions & Restrictions for Kessler Farms (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 Section 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, ACC 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 Kessler Farms HOA, 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 E-Mail. The Owner will be given a time period of 30 days to correct or 24 hours to correct if it is a portable item (e.g. basketball goal, trash can). 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 Cured No Application for Extension):** If the violation is not cured within the time period noted in the first notice, a letter will be sent via certified mail notifying the Owner of the continued violation along with an applied fine as outlined in the Schedule of Fines "Exhibit A" plus the cost for certified mail delivery.
3. **Final Notice (Not Cured/ No Application for Extension):** If after the specific time period given in the second notification, the violation continues, the owner 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.
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 30 calendar days of receiving the first violation notice. Within 10 days of receipt, the board will give the homeowner notice of the date within 30 calendar days from the date the request was received by the board, and the hearing should be scheduled to provide a reasonable opportunity for both the homeowner and the board to attend. Failure to submit an appeal or to appear at the scheduled hearing will result in an automatic appeal denial. The appeal ruling will determine the course of future enforcement actions.

Exhibit "A"
Schedule of Fines

| Violation | Fine |
|--|--|
| Declaration of Covenants, Conditions & Restrictions for Kessler Farms, Article 7 | \$50.00 after 30 days \$50.00 second 30 days \$100.00 every 30 days thereafter No Maximum |
| Construction without ACC Approval Declaration of Covenants, Conditions & Restrictions for Kessler Farms, Article 7, Section 7.2-3 | \$250.00 after 14 days notice |
| Nonconforming Improvement Declaration of Covenants, Conditions & Restrictions for Kessler Farms, Article 7, Section 7.2-3 | \$500.00 after 14 days notice \$100.00 per day thereafter No Maximum |
| Uncurable - No Notice Required Examples include but are not limited to: - Shooting fireworks; - Threat to health or safety (materially affect physical health or safety of ordinary resident); - Noise violation not ongoing; - Property Damage; - Unrestrained Pets | \$250.00 Immediate Fine NO NOTICE REQUIRED |

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

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney or the process will be resumed at the last level of the process.

Forced Maintenance Procedure

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of

representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/ legal system. If allowable by law and the Association's Declaration of Covenants, all attorney's fees and any court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney may file notice of lien.

Other

Any structure that is portable- like a basketball or soccer goal or a trash can would need to be corrected within 24 hours from receipt of notice.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202332149
12/18/2023 11:25:27 AM
Fee: \$46.00
Lila Deakle, County Clerk
Parker County, Texas
NOTICE