

RESTRICTION
ALEDO RIVER PHASE I HOMEOWNERS' ASSOCIATION, INC.
ENFORCEMENT POLICY AND FINING SCHEDULE
(Pursuant to Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, the Aledo River Phase I Homeowners' Association, Inc. (the "Association") is empowered and authorized to enforce the Declaration of Covenants, Conditions, Restrictions, and Easements of the Aledo River Phase I Subdivision, recorded as Document Number 202218790 of the Official Public Records of Parker County, Texas, and any supplements and amendments thereto (collectively, the "Declaration"), the Bylaws, the Design Guidelines, if any, and Rules and Regulations, if any (the Declaration, Bylaws, Design Guideline, and Rules and Regulations are collectively referred to herein as the "Restrictions"); and

WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Property Code the Association has adopted this Enforcement Policy and Fining Schedule for the enforcement of the Restriction and for the levying of fines.

NOW, THEREFORE, the Association adopts the following procedures and practices to be referred to herein as the Association's "Enforcement Policy."

I.
GENERALLY

The procedures and practices contained in this Enforcement Policy serve as a general outline of the procedures and best practices for the Association to follow for enforcement of the Restrictions. Notwithstanding anything herein, (i) this Enforcement Policy and the procedures and practices herein as well as the fine schedule attached hereto do not apply to the Declarant or to any Lots owned by Declarant, (ii) this Enforcement Policy does not apply to the collection of Annual Assessments or Special Assessments and related expenses and charges related thereto as authorized in the Declaration, (iii) the Association is not required to follow the exact procedures and policies in every enforcement matter unless required to do by Chapter 209 of the Texas Property Code, (iii) the procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association pursuing a remedy to enforce the Restrictions against any violation or to obtain any legal relief or remedy except as required by Chapter 209 of the Texas Property Code, and (iv) this Enforcement Policy and the procedure and polices herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking to recover unpaid Annual Assessments and/or Special Assessments, is pursuing judicial or nonjudicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Property based upon a violation that occurred on the Common Property and involved a significant and immediate risk of harm to another Member, and/or a counterclaim of the Association in a lawsuit brought against the Association by a Member.

Capitalized words and terms in this Enforcement Policy not defined herein shall have the same meaning as in the Declaration.

II. **VIOLATION**

A “Violation” under this Policy shall mean any condition, conduct, use, activity, Structure, or improvement, whether through action, lack of action, and/or omission, which does not comply with the Restrictions. 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 Owner. A Violation is considered uncurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are statutory examples of acts considered uncurable and curable:

Uncurable:

- (1) shooting fireworks;
- (2) an act constituting a threat to health or safety;
- (3) a noise violation that is not ongoing;
- (4) property damage, including the removal or alteration of landscape; and
- (5) holding a garage sale or other event prohibited by the Restrictions.

Curable:

- (1) a parking violation;
- (2) a maintenance violation;
- (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- (4) an ongoing noise violation such as a barking dog.

The foregoing are merely examples of curable and uncurable Violations and are not meant to constitute complete or comprehensive lists. The non-repetition of a one-time Violation or other Violation(s) that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

III. **NOTICE OF VIOLATION**

When a Violation is identified, the Association may take the following steps to notify the Owner of the Lot in question:

Courtesy Notice (Optional):

In cases of first-time Violations that do not pose a threat to the public health or safety, it is the policy of the Association, whenever practicable, to issue a courtesy notice prior to taking formal enforcement action. Such courtesy notice, issued at the sole discretion of the Association or its management company, shall serve as an informal warning and may be delivered via regular first-class mail or email to the Owner of the Lot in question. The courtesy notice shall specify the nature of the Violation and provide a reasonable deadline by which the Owner may correct or cure the Violation, if curable. Notwithstanding the foregoing, the issuance of a courtesy notice is not a

mandatory prerequisite to the Association's ability to proceed with formal enforcement actions, including the issuance of a Notice of Violation, as described herein..

Notice of Violation:

If the Violation is not corrected within the time specified in a courtesy notice (if provided), or if no courtesy notice is sent, the Association will issue a formal "Notice of Violation" to the Owner. This notice will be sent by a method that provides evidence of mailing (e.g., certified mail or other common carrier) to the Owner's last known address on file with the Association, as well as any other address the Owner has used or provided.

The Notice of Violation will include the following information:

1. **Description of the Violation:** A detailed explanation of the Violation or property damage.
2. **Cure Period:** If the Violation is curable and does not pose a threat to public health or safety, the notice will specify a reasonable period for the Owner to correct the Violation to avoid fines or other enforcement actions.
3. **Right to Request a Hearing:** The notice will inform the Owner of their right to request a hearing under Section 209.007 of the Texas Property Code within 30 days of the notice being mailed.
4. **Military Relief Information:** A statement indicating that Owners on active military duty may have special rights under the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.).

No Requirement for Repeated Notices:

If an Owner has received a prior Notice of Violation for a similar Violation within the past six (6) months and was given a reasonable opportunity to cure that Violation, the Association is not required to issue another Notice of Violation. In such cases, the Association may impose fines or take other enforcement actions as authorized without additional notice, except for a notice of fine. A Notice of Violation is also not required if Chapter 209 of the Texas Property Code does not require it.

Multiple Violations:

If the Owner's conduct results in more than one (1) category of Violation under the governing documents, the Association may issue separate fines for each Violation category.

IV.

OWNER'S RIGHT TO REQUEST A HEARING

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. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation, (ii) 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, or (iii) the Association temporarily suspends a person's right to use the Common Property if the temporary suspension is the result of a Violation that occurred in a Common Property and involved a significant and immediate risk of harm to others in the subdivision. If the Owner is entitled to a hearing and the Owner timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the Board receives the Owner's written 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 Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (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. Not later than ten (10) days before the Association holds a hearing, 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. If the Association does not provide a packet within the ten (10) day period, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a Board member or the Association's designated representative, such as the Association's management company or attorney, shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

V.

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, filing a notice of Violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorneys' fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner and shall be a lien upon the Owner's Lot.

VI.

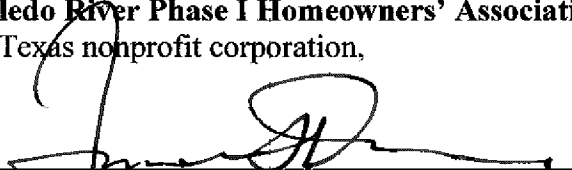
CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the Restrictions and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A**. Notwithstanding anything herein, the Board reserves the right to vary the fine amount on a case-by-case basis as permitted by Section 209.0061 of the Texas Property Code depending on the nature and severity of any Violation and the Owner's particular situation.

**VII.
CERTIFICATION**

“We, the undersigned, being the Board of Directors of the Aledo River Phase I Homeowners’ Association, Inc., hereby certify that the Board of Directors of the Aledo River Phase I Homeowners’ Association, Inc. has adopted this Enforcement Policy by resolution at a properly called meeting of the Board of Directors.”

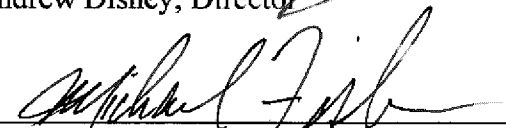
Aledo River Phase I Homeowners’ Association, Inc.
a Texas nonprofit corporation,



Fredrick Disney, Director



Andrew Disney, Director



J. Michael Fisher, Director

STATE OF TEXAS)

COUNTY OF PARKER)

This instrument was acknowledged before me on Feb 27, 2025, by Fredrick Disney, Andrew Disney, and J. Michael Fisher, Directors of the Aledo River Phase I Homeowners’ Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.





Notary Public, State of Texas

EXHIBIT A**SCHEDULE OF FINES**

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

Category of Violation	Initial Fine	Additional Fine and Escalation
Single Family Residential/Commercial Use	\$100/day	Up to \$250/day
Unapproved Structures	\$100/day	Up to \$250/day
Trailers	\$100/day	Up to \$250/day
Temporary Building, Prefabricated Structures	\$100/day	Up to \$250/day
Failing to Submit Plans and Specifications Prior to Construction, Even If Subsequently Approved	\$500	None
Construction Without Approved Plans and Specifications	\$100/day	Fine Amount Doubles Every 7 Days
Partition or Combination of Lots	\$100/day	Fine Amount Doubles Every 30 Days
Erosion Control; Drainage	\$100/day	Up to \$500/occurrence
Landscaping	\$10/day	Up to \$100/day
Natural Screening	\$10/day	Up to \$100/day
Yard Maintenance and Decorations	\$10/day	Up to \$100/day
Violating Building Requirements (Section 10.10-10.17, excluding 10.14)	\$100/day	Fine Amount Doubles Every 30 Days
Setbacks and Building Sites	\$100/day	Fine Amount Doubles Every 7 Days
Fences and Retaining Walls	\$100/day	Fine Amount Doubles Every 30 Days
Repairs	\$100/day	Fine Amount Doubles Every 30 Days
Vehicles	\$50/day	Up to \$250/day
Recreational Equipment	\$50/day	Up to \$250/day
Garbage and Reuse Disposal	\$25/day	Up to \$250/day
Composting	\$50/day	Up to \$250/day
Burning	\$100/day	Up to \$250/occurrence
Hunting, Firearms, Bows	\$500/violation	None.
Animals and Pets	\$100/day	Up to \$250/day
Microwave, Radio, TV Antenna	\$50/day	Fine Amount Doubles Every 30 Days
Rainwater Collection Device	\$50/day	Fine Amount Doubles Every 30 Days

Flag Display	\$25/day	Fine Amount Doubles Every 30 Days
Signs	\$10/day	Up to \$100/day
Solar Devices	\$50/day	Up to \$250/day
Display of Religious Items	\$25/day	Up to \$250/day
Standby Electric Generators	\$50/day	Up to \$250/day
Electrical, Television, Natural Gas and Phone Service	\$100/day	Fine Amount Doubles Every 30 Days
Air Conditioning Equipment: Clothes Lines, Garbage Cans, Etc.	\$100/day	Up to \$250/day
Leases	\$500/day	Fine Doubles Each Occurrence
Offensive Activities	\$100/day	Up to \$250/day
Mineral Production	\$100/day	Fine Doubles Each Day
Garage and Estate Sales	\$100/violation	Up to \$250/violation
Dangerous Activities	\$500/violation	Fine Double Each Occurrence
Non-Discrimination Policy	\$500/violation	Fine Double Each Occurrence
Failure to Maintain Required Insurance	\$10/day	Up to \$50/day

Return To:

Ratkin Title Company
3707 Camp Bowie Blvd, #120
Fort Worth, Texas 76107

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

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Fee: \$49.00

Lila Deakle, County Clerk

Parker County, Texas

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