

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS
FOR
CYPRESS BEND HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

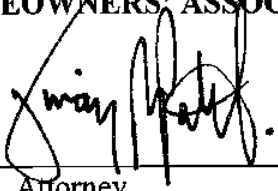
The undersigned, as attorney for Cypress Bend Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto (the "*Property*"), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Violation Enforcement Policy for Cypress Bend Homeowners' Association (Exhibit A).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument. The attached dedicatory instrument replaces and supersedes all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Cypress Bend Homeowners' Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas, and supplements that certain Dedicatory Instruments Certificate recorded under Instrument No. 20061214001756300 in the Official Public Records of Collin County, Texas; and that certain Dedicatory Instruments recorded as Instrument No. 20140116000046780 in the Official Public Records of Collin County, Texas.


**CYPRESS BEND
HOMEOWNERS' ASSOCIATION, INC.**

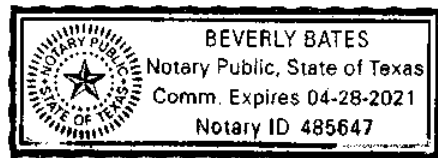
By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Cypress Bend Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 30th day of October, 2018.


Notary Public, State of Texas



**VIOLATION ENFORCEMENT POLICY FOR
CYPRESS BEND
HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the Board of Directors of Cypress Bend Homeowners Association, Inc. (the "Board") is the entity responsible for the operation of Cypress Bend Homeowners Association, Inc. (the "*Association*"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Cypress Bend Subdivision, recorded in the Official Public Records of Collin County, Texas, including any amendments thereof or supplements thereto (collectively, the "*Declaration*") and the Bylaws of Cypress Bend Homeowners Association, Inc., including any amendments thereof or supplements thereto (the "*Bylaws*"); and

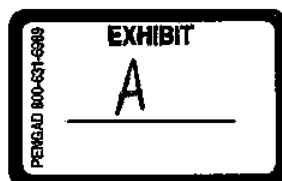
WHEREAS, the Declaration affects certain parcels or tracts of real property in the Town of Princeton, Collin County, State of Texas (the "*Properties*"); and

WHEREAS, pursuant to express authority set forth in Article III Section 3.4, Association Powers and Article VII Section 7.2, Enforcement, of the Declaration, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Declaration, the Bylaws, rules and regulations, or design/architectural guidelines (collectively, the "*Governing Documents*"); and

WHEREAS, the Board has authority pursuant to the Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

WHEREAS, the Board has and does hereby find the need to establish rules, regulations and procedures for the enforcement of the restrictions contained in the Declaration for the elimination of violations which may be found to exist within the Properties.

NOW THEREFORE, IT IS RESOLVED that the following rules, regulations and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on or about the Properties (hereinafter referred to as the "*Enforcement Policy*").



1. **Establishment of a Violation.**

a. **Failure to Obtain Prior Approval.** Any additions, improvements and/or repairs of any kind or nature erected, placed or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Control Committee (the "ACC" as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a "Violation" under this Enforcement Policy for all purposes.

b. **Failure to Abide by the Governing Documents.** Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

c. **Common Violations.** Exemplar violations are outlined in Exhibit 1 titled "Common Violations". Please note Exhibit 1 is not an exhaustive list of violations.

2. **Notification.**

**It is the responsibility of the Home Owner to provide Management an accurate mailing address and promptly notify Management of any change in address to ensure timely delivery of violation notice, HOA Communications, and annual assessment billing.

a. **Initial Notice.** Upon verification of the existence of a Violation by the management staff ("*Management*") of the Association, and subject to the approval of the Board, Management will send to the Lot Owner a written notice of the existence of the Violation ("*Initial Notice*"). The Initial Notice will inform the Owner of the following:

- (i) The nature, description, and location of the Violation; and
- (ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within ten (10) days of the date of the Initial Notice to avoid further enforcement measures; and
- (iii) A statement that if the Violation has already been corrected or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

The Association may, but is under no obligation, send one (1) or more Initial Notice(s).

b. **Notice of Violation.** If the Owner has (i) failed to submit plans and specifications for the offending improvement to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then, no earlier than ten (10) days from the date of the Initial Notice, Management shall send to the Owner written notice (the "*Notice of Violation*") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date to be listed as 10 days after notice of violation, no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated by the date specified, any attorneys' fees or cost incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board per Article VII section 7.8, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC;
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and
- (vi) In the event the violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine; and
- (vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active duty military service to the sender of the Notice of Violation immediately.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail, and shall advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed. The hearing, if one is requested in a timely manner, will be held before the ACC, if appointed, or the Board. In the event the hearing shall be held before the ACC, the Owner shall be advised of the Owner's right to appeal the ACC's decision to the Board.

c. **Failure to Remedy and Notice of Fine.** Management shall send a notice to the Owner in the form of a formal written notice via Certified and regular USPS mail (the "Notice of Fine") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date." Failure to either (i) submit complete plans and specifications showing that

the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within ten (10) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board per Article VII section 7.8 against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Maintenance Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages.

d. **Fine Structure.** Any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board. For specific fine information, refer to the Violation Fine Schedule, attached hereto.

3. **Right to a Hearing Before the Board of Directors.** If Management receives a written request for a hearing on or before the thirtieth (30th) day after the date the Owner received the Notice of Violation, the ACC (if appointed) or the Board shall hold a hearing not later than the thirtieth (30th) day after the date Management received the written request for a hearing. Management shall notify the Owner of the date, time and place of the hearing not later than the tenth (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 ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. **Corrective Action.** Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of Declaration or duly promulgated rules and regulations or design/architectural guidelines is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines that such Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. Management must first provide the Owner with an Initial Notice as provided above. Should the Violation not have been remedied by the Owner within ten (10) days from the date of the Initial Notice, then Management must give the Owner, and

any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("*Notice of Corrective Action*"). The Notice of Corrective Action shall include an opportunity for the Owner to cure the Violation or request a hearing before the Board prior to the undertaking of any corrective action. Should the Owner fail to provide Management with a written request for hearing within ten (10) days from the date of the Notice of Corrective Action, that party shall have waived its right to a hearing.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, Management and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, Management, its agents and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. **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, 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.

6. **Notices.**

a. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

- (i) When the notice is delivered by facsimile, the notice is deemed delivered and received when the sender receives a facsimile acknowledgment acknowledging delivery of the notice.
- (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First Class U.S. Mail.

b. Where the Lot is occupied by a tenant, where the interests of an Owner have been handled by a representative or agent of such Owner, or where 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 or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such tenant, representative or agent.

7. **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. Upon verification by Management that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by Management of the consequences of the future violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, 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 suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

8. **Repeated Violation of the Same Provision of the Governing Documents.** Whenever an Owner, who has previously cured or eliminated a violation after receipt of an Initial Notice, commits a separate violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, Management shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial Notice, the second Violation of the same provision shall prompt Management to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt Management to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt Management to commence the levying of violation fines without further notice to the Owner. In the event of a repeated violation, the Board shall be authorized to double the fine amount.

9. **Authority of Management To Act.** The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

10. **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 Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

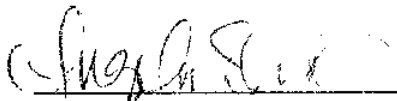
This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of

violations by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

11. Definitions. The definitions contained in Cypress Bend Homeowners Association, Inc.'s Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the 10/30, 2018.

**CYPRESS BEND HOMEOWNERS
ASSOCIATION, INC.**

 _____, President

CERTIFICATION OF APPROVAL

I, E. Douglas Blair IV, the duly-elected Secretary of Cypress Bend Homeowners Association, Inc. hereby certify:

That the Enforcement Policy for Cypress Bend Homeowners Association, Inc., as evidenced by the records and minutes of the Board of Directors, was approved by the affirmative vote of the majority of the Board of Directors at a regularly scheduled meeting held on the 30 day of October, 2018, and that the same does now constitute an official policy of Cypress Bend Homeowners Association, Inc. and shall be filed of record with the office of the Collin County Clerk.

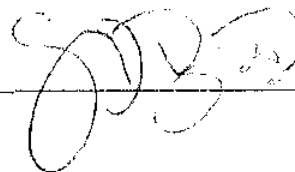
By:  _____, Secretary

EXHIBIT 1

Common Violations

Payment of fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the violation. All violations must be corrected and brought into compliance with Governing Documents. If there is a subsequent violation of a similar rule, the fine amount will imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant(s). Violation fines may be levied each time the violation is observed. Violation fines are subject to change without further notice and at the discretion of the Board.

Holiday Decorations (if not removed within 30 days of the holiday) (each time the violation is observed)
Property used for storage (boats, vehicles, trailers, oversized work trucks and any other oversized vehicle, etc.) (each time the violation is observed)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days (each time the violation is observed)
Debris or refuse on property (each time the violation is observed)
Unapproved signs in yards or on property (each time the violation is observed)
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood, replacing missing or dilapidated fences, sagging gutters, damaged garage door, replacing broken light fixtures, etc.) (each time the violation is observed)
Exterior painting needed (ex: house, front door, siding) (each time the violation is observed)
Failing to maintain lawn, including irrigation equipment, remove weeds from flower beds and tree wells, trim bushes, etc. (each time the violation is observed)
Littering in common areas (each time the violation is observed)
Modification, and/or addition made to Property without prior approval from the ACC (each time the violation is observed)
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable (each time the violation is observed or as the Board deems necessary)
Vehicle parking violations (each time the violation is observed)
Unapproved roof
Recreational equipment (each time the violation is observed)

Common Violations

**EXHIBIT 2
VIOLATION FINE SCHEDULE**

Beginning November 1, 2018, Violation Fines will be assessed. One warning will be sent by regular mail to the home owner mailing address and the property address if the addresses are different. A violation notice will be sent in compliance with Texas Property Code Section 209.006. (CCR's Section 7.8)

Once a violation is cleared and another instance of the same violation occurs, escalated fines will apply:

First Violation against property	\$50.00
Second violation against property	\$100.00
Third and Subsequent Violations against property	\$200.00
Fee for additional certified mail (more than one address)	\$25.00
Fee for additional overnight delivery (more than one address)	\$50.00
Fee for address search on returned mail	\$25.00

General maintenance

CCR's Section 6.15 - 6.16

- Mowing maintenance
- Flower bed upkeep
- Dead foliage (trees, shrubs, grass not watered)

Trash Can Violations

CCR's Section 6.6 (i) fence screen needed for storage on side of home

Parking Violations

CCR's Section 6.6 (b – e)

6.6 (c) Trucks with tonnage in excess of one and one-half tons, commercial vehicles*, boats, recreational vehicles, mobile homes, trailers, campers, and vehicles in excess of twenty feet in length shall not be permitted to park overnight on the streets, driveways, or other visible areas of the property.

6.6 (d) No vehicle*/trailer of any size that transports flammable or explosive cargo may be parked, stored or kept on the property at any time.

6.6 (e) No vehicle that is not in operating condition, does not have current license plates and inspection stickers, and/or is not in current periodic use shall be parked or stored on the property unless such vehicle is parked or stored in a fully enclosed garage completely screened from public view.

Five-Day Notice to Cure Demand

Notice to be delivered via overnight delivery to the physical property address for immediate action - Only 1 warning notice will be sent before fine is assessed.

- Safety hazard – includes trailers with flammable materials
- Bulk pick-up garbage and/or building material left outside of scheduled bulk pick-up

Demand not cured within the 5 days and HOA action is required	\$250.00*
Fee for additional notices sent via overnight delivery due to multiple addresses, or returned mail:	\$50.00
*Plus cost of labor	

ACC VIOLATIONS

IMPROVEMENTS MADE WITHOUT SUBMISSION OF ACC: \$250.00
CCR's Section 5 outline of submission requirements
CCR's Section 6.6 (a) outlines allowance for storage unit for lawn care equipment
*Upon receipt of a complete application, responses will be provided as quickly as possible.
**Efforts will be made to compromise whenever possible if the request cannot be approved as it was first submission.

SECOND VIOLATION FOR FAILURE TO SUBMIT ACC REQUEST PRIOR TO COMMENCEMENT OF IMPROVEMENT: \$500.00

ACC Audit:
Work through community and list visible improvements made.
Check file records for ACC approval granted (limited records prior to transfer to LSW.)
Send notice on out of compliance items and/or items with no approval on file
 A right to cure/bring into compliance, suggestions to cure will be given
 Provide a copy of previous approval granted to update current records
 Failure to acknowledge/bring to code: \$250.00

POINT OF CONTACT:
acc.committee@cypressbendtxhoa.com

EXHIBIT B

Those tracts and parcels of real property located in the City of Princeton, Collin County, Texas and more particularly described as follows:

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for Cypress Bend Subdivision, recorded on July 26, 2006, under Instrument No. 20060726001050360 in the Official Public Records of Collin County, Texas, including amendments and supplements thereto; and**
- All property subject to the **Final Plat of Cypress Bend, an Addition to the City of Princeton, Collin County, Texas, according to the Plat recorded under Instrument No. 20060301010000810 of the Official Public Records of Collin County, Texas.**



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/31/2018 08:18:23 AM
\$74.00 SCAPELA
20181031001351660

Stacey Kemp