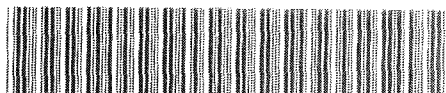


Kaufman County
Honorable Laura Hughes
County Clerk
Kaufman, Texas 75142



70 2009 00011405

Instrument Number: 2009-00011405

Recorded On: July 09, 2009

As
Recordings

Parties: TRAVIS RANCH PROPERTY OWNERS ASSOCIATION

Billable Pages: 7

To PUBLIC

Number of Pages: 8

Comment: CERTIFICATE

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	40.00
Total Recording:	40.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-00011405
Receipt Number: 118787
Recorded Date/Time: July 09, 2009 01:36:06P
Book-Vol/Pg: BK-OR VL-3614 PG-535
User / Station: A Reyes - Cash Station #1

Record and Return To:

CHARLES W. SPENCER & ASSOCIATES, PLLC.
7920 BELT LINE RD., STE. 935
DALLAS TX 75254



THE STATE OF TEXAS
COUNTY OF KAUFMAN
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 Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, Kaufman County Clerk

4/40
INST # 2009- 00011405

CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
TRAVIS RANCH PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KAUFMAN §

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, Travis Ranch Property Owners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Kaufman County, Texas, the attached Enforcement Policy; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code;

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated December 17, 2004 was recorded January 4, 2005 as Document No. 00028654 in Volume 2562, Page 351 of the Real Property Records of Kaufman County, Texas; amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated June 8, 2005, recorded as Document No. 00012389 in Volume 2663, Page 122 of the Real Property Records of Kaufman County, Texas; and further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated October 20, 2005, recorded as Document No. 00023324 in Volume 2751, Page 577 of the Real Property Records of Kaufman County, Texas (the above instruments and all supplements and amendments thereto being herein called the "Declaration"); and

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the DEDICATORY INSTRUMENT attached hereto on behalf of the Association.

[Signature page follows.]

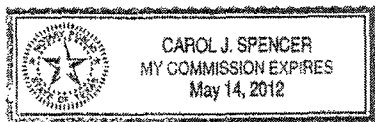
EXECUTED effective as of the 5th day of June, 2009.

TRAVIS RANCH PROPERTY
OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Charles W. Spencer
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of July, 2009, by Charles W. Spencer, authorized representative of Travis Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Charles W. Spencer
7920 Belt Line Road
Suite 935
Dallas, TX 75254

Travis Ranch Property Owners Association, Inc.

HOMEOWNERS ASSOCIATION, INC.
ENFORCEMENT POLICY

WHEREAS, the Board of Directors of the Travis Ranch Property Owners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the Rules & Regulations of the Association, the Design Guidelines of the Association and the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for Travis Ranch (hereinafter referred to, collectively, as the "Travis Ranch Governing Documents") against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Travis Ranch Governing Documents and for the elimination of violations of such provisions found to exist in, on and about the property subject to the Travis Ranch Governing Documents (to be referred to herein as the "Enforcement Policy")

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Travis Ranch Governing Documents, shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address and legal description, if available, of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may 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 3 below.

3. **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 first class mail or personal delivery and by certified mail, return receipt requested (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 Travis Ranch Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

a. The nature, description and location of the Violation, including any property damage caused by the Owner.

b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

c. The proposed sanction to be imposed, including the amount claimed to be due from the owner for property damage, in the event the Violation is not cured within a reasonable time. Until changed by action of the Board of Directors or changed in a specific sanction, the fine will be \$100.00 per violation.

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that no further action will be taken.

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. The Owner has the right to submit a written request for a hearing on or before thirty (30) days from the receipt of the Notice of Violation, that any attorney's fees and costs incurred by the Association will be charged to the Owner.

Sanctions under this Paragraph 3 may include, but are not limited to, the suspension of the right to use the Common Area and/or the imposition of the violation fine specified in ¶3c above. If the violation is of a recurring nature each recurrence shall constitute a separate violation. The Board may call for a fine at a reasonable amount per day for a continuing violation in which event there shall

be no limit to the aggregate amount of violation fines imposed for the same Violation.

4. **Final Notice of Violation.** A formal notice of the Violation and the sanction to be imposed, including the amount of any property damage (the "**Final Notice of Violation**") will be sent by the Association to the Owner by regular first class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing, whichever occurs first.

5. **Request for a Hearing.** If the Owner submits a written request for a hearing in a timely manner, the hearing shall be held in executive session of the Board of Directors affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board or its delegate receives the Owner's request for a hearing. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Association 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. The minutes of the meeting shall contain a written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Travis Ranch Governing Documents by any Owner.

6. **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 Travis Ranch Governing Documents). 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.

7. **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 and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Travis Ranch Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

8. **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, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice hearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

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 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 Owner has notified the Association that the interests of said Owner in a Lot are being 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 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 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 may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs 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.

9. **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 written report to the Board and sent, where appropriate, to the Board 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 under this Enforcement Policy, which costs, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.

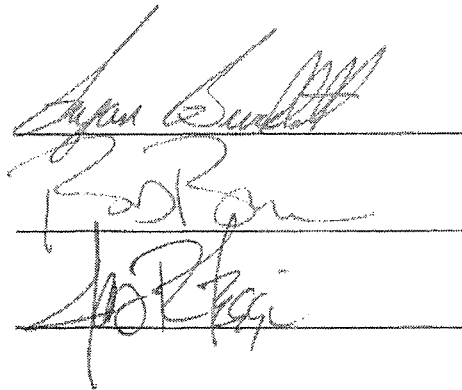
10. **Definitions.** The definitions contained in the Travis Ranch Governing Documents are hereby incorporated herein by reference.

11. **Compliance with Law.** The provisions of this Enforcement Policy have been made to comply with Chapter 209 of the Texas Property Code and a copy hereof has or will be published to the Members of Travis Ranch and filed in the County Records.

IT IS FURTHER RESOLVED that this Enforcement Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors.

This is to certify that the foregoing Enforcement Policy was adopted by the Board of Directors on the 5th day of JUNE 2009, and that the same shall be filed of record in the Real Property Records of Kaufman County, Texas.

DATE: 6/5/2009



Inst # 2009-00011405
Filed for Record in Kaufman County
On: Jul 09, 2009 at 01:36P

band

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
TRAVIS RANCH PROPERTY OWNERS ASSOCIATION, INC.
May 27, 2009**

WHEREAS, Article 6.21.8 Screening. States, "The Architectural Reviewer may require that the following items must be screened from view of the public and neighboring Lots and dwellings, if any of these items exist on the Lot: (1) air conditioning equipment; (2) satellite reception equipment; (3) yard maintenance equipment; (4) wood piles and compost piles; (5) accessory structures that do not have prior approval of the Architectural Reviewer; (6) garbage cans and refuse containers; (7) anything determined by the Board to be unsightly or inappropriate for a residential subdivision."

WHEREAS, trash receptacles are being left in public view at random by various residents in the community.

RESOLVED, that trash receptacles may be put out at the curb no earlier than 6:00 pm the night before trash pick-up, and returned for storage no later than 12:00 am midnight the day of trash pick-up.

RESOLVED, that all trash receptacles shall be then stored out of public view, not visible from the street, in either of the following ways:

- Stored in the garage out of public view
- Stored in the back yard out of public view
- Stored on the side of the home, screened from public view by shrubbery which blocks the view from the street, or other screening as approved in writing by the ACC.

