



ASSOCIATION OF CHAUCER ESTATES

To: All Chaucer Estates Homeowners

From: Board of Directors

Date: February 4, 2002

Re: Violation Enforcement Policy

In order to provide integrity throughout the community and to assure consistency in the neighborhood, the Board of Directors adopted the enclosed Violation Enforcement Policy for Chaucer Estates.

Please read this policy, and if you have any questions, contact Chris Munsch at SBB Management Company at (972) 960-2800, extension 349.

Thank you.

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 3850
Dallas, Texas 75201

**Certificate of Ratification and
Promulgation of Community Association
Violation Enforcement Policy for the
Association of Chaucer Estates**

STATE OF TEXAS §
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COUNTY OF DENTON §

WHEREAS, the Board of Directors of the Association of Chaucer Estates (the "Board") is the entity responsible for the operation of the Association of Chaucer Estates (the "Association"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Chaucer Estates, In the Town of Flower Mound, Denton County, Texas, dated December 4, 1992, recorded in Volume 3423, Page 0178, et seq. of the Real Property Records of Denton County, Texas and any and all amendments thereof and supplements thereto (collectively, the "Chaucer Estates Declaration") and the Bylaws of the Association (the "Bylaws"); and

WHEREAS, the Chaucer Estates Declaration affects certain parcels or tracts of real property in the Town of Flower Mound, County of Denton, State of Texas (the "Properties") which are more particularly described on Exhibit A attached hereto; and

WHEREAS, the Board, pursuant to Article X, Section 10.04 of the Chaucer Estates Declaration, has the authority to enforce the provisions of the Chaucer Estates Declaration and the power to impose reasonable monetary fines for the violation thereof; and

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

the approval of plans and specifications submitted, and/or (ii) the Violation is continuing, then no earlier than fourteen (14) 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 within ten (10) days from the date of the Notice of Violation, no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated within ten (10) days from the date of the Notice of Violation, any attorneys' fees incurred by the Association in eliminating or abating the Violation shall be charged to the Owner's account; and
- (iii) 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 Committee; and
- (iv) 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 Chaucer Estates Declaration, Bylaws or this Enforcement Policy.

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 request a hearing on or before the thirtieth (30th) day after the Owner receives the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

c. **Failure to Remedy and Notice of Fine.** Failure to either (i) submit 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 of Directors against the Owner, and/or (b) the pursuit of any other remedy available at law or in equity, under the Chaucer Estates Declaration, the Bylaws or this Enforcement Policy including, but without limitation, the recording in the Real Property Records of Denton County of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. Management shall send to the Owner a formal written notice of fine (the "Notice

c. The Association, the Board, Management and its agents and contractors will 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 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 as of the date 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, Notice of Fine or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First Class U. S. Mail.

b. Where the Home 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 Home 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.

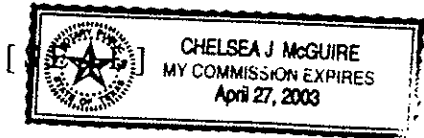
7. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 30 day of January, 2002, by Ted Tucker, Secretary of Chaucer Estates Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



Chelsea J. McGuire
Notary Public, State of Texas

CERTIFICATION OF APPROVAL

I, Paul Staedt the duly-elected President of the Chaucer Estates Homeowners Association, Inc. hereby certify:

That the Community Association Violation Enforcement Policy for the Chaucer Estates Homeowners Association, Inc., as evidenced by the records and minutes of the Board of the Association, was approved by the affirmative vote of the majority of the Board of Directors at a regularly scheduled meeting held on January 29, 2002, and that the same does now constitute an official policy of and rules and regulations for the Chaucer Estates Homeowners Association, Inc. and shall be filed of record with the office of the Denton County Clerk.

IN WITNESS WHEREOF, I heretofore subscribe my hand on the this 29 day of January, 2002.

Paul Staedt
_____, President

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 3850
Dallas, Texas 75201

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WHEREAS, the Board of Directors of the Association of Chaucer Estates (the "Board") is the entity responsible for the operation of the Association of Chaucer Estates (the "Association"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Chaucer Estates, In the Town of Flower Mound, Denton County, Texas, dated December 4, 1992, recorded in Volume 3423, Page 0178, et seq. of the Real Property Records of Denton County, Texas and any and all amendments thereof and supplements thereto (collectively, the "Chaucer Estates Declaration") and the Bylaws of the Association (the "Bylaws"); and

WHEREAS, the Chaucer Estates Declaration affects certain parcels or tracts of real property in the Town of Flower Mound, County of Denton, State of Texas (the "Properties") which are more particularly described on Exhibit A attached hereto; and

WHEREAS, the Board, pursuant to Article X, Section 10.04 of the Chaucer Estates Declaration, has the authority to enforce the provisions of the Chaucer Estates Declaration and the power to impose reasonable monetary fines for the violation thereof; and

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

WHEREAS, Board has and does hereby find the need to establish rules, regulations and procedures for the enforcement of the covenants and restrictions contained in the Chaucer Estates Declaration and 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 restrictions contained in the Chaucer Estates Declaration and for the elimination of violations of such provisions found to exist in, on or about the Properties (hereinafter referred to as "Enforcement Policy".)

1. Establishment of a Violation.

a. Failure to Obtain Prior Approval. Any improvement of any kind or nature erected, placed or altered on any Lot which has not been first approved by the Architectural Control Committee (the "Committee" as defined in the Chaucer Estates Declaration) is deemed a "Violation" under this Enforcement Policy for all purposes.

b. Failure to Abide by the Covenants and Restrictions Contained in the Chaucer Estates Declaration. 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 covenants and restrictions contained in the Chaucer Estates Declaration is also deemed a "Violation" under this Enforcement Policy for all purposes.

2. Notification.

a. Initial Notice. Upon verification of the existence of a Violation by the management staff ("Management") of the Association, 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 notice that the Violation must be cured within fourteen (14) 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 Committee, to disregard the notice.

b. Notice of Violation. If the Owner has (i) failed to submit plans and specifications for the offending improvement to the Committee or the Committee has denied

the approval of plans and specifications submitted, and/or (ii) the Violation is continuing, then no earlier than fourteen (14) 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 within ten (10) days from the date of the Notice of Violation, no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated within ten (10) days from the date of the Notice of Violation, any attorneys' fees incurred by the Association in eliminating or abating the Violation shall be charged to the Owner's account; and
- (iii) 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 Committee; and
- (iv) 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 Chaucer Estates Declaration, Bylaws or this Enforcement Policy.

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 request a hearing on or before the thirtieth (30th) day after the Owner receives the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

c. **Failure to Remedy and Notice of Fine.** Failure to either (i) submit 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 of Directors against the Owner, and/or (b) the pursuit of any other remedy available at law or in equity, under the Chaucer Estates Declaration, the Bylaws or this Enforcement Policy including, but without limitation, the recording in the Real Property Records of Denton County of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. Management shall send to the Owner a formal written notice of fine (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.”

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 of Directors. Fines shall begin to be levied on the tenth (10th) day that the Violation continues to exist after the Notice of Fine Date. Thereafter, the fines shall be levied every ten (10) days until the Violation has been cured and the Owner shall be notified of the imposition of each fine by a separate Notice of Fine. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation.

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 Board shall hold a hearing not later than the thirtieth (30th) day after the date Management receives 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 4.

4. **Corrective Action.** Notwithstanding the provisions contained in paragraph 2 hereof, where a Violation is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the majority of the Board of the Association, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines that the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management is authorized by the Board of the Association 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 fourteen (14) 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 fourteen (14) 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 the Violation will be referred to the Association to be recovered from the Owner as an individual special assessment.

c. The Association, the Board, Management and its agents and contractors will 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 when the sender receives a facsimile acknowledgment acknowledging delivery of the notice.
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b. Where the Home 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 Home 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, 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 Chaucer Estates Declaration 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 waive some or all of the fines imposed.

8. **Repeated Violation of the Same Provision of the Chaucer Estates Declaration**

Whenever an Owner, who has previously cured or eliminated a violation after receipt of an Initial Notice, commits a separate violation of the same provision of the Chaucer Estates Declaration within six (6) months from the date of the Initial Notice, Management shall reinstate the Violation 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 a 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.

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 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 Chaucer Estates Declaration, and the Properties shall hereafter be held, occupied, transferred and conveyed subject to the terms and conditions of this Enforcement Policy, as amended.

Executed to be effective as of the 29 day of January, 2002.

ASSOCIATION OF CHAUCER ESTATES

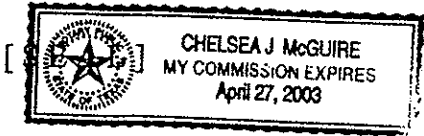
By: Jed Fisher
_____, Secretary

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 30 day of January, 2002, by Ted Tucker, Secretary of Chaucer Estates Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



Chelsea J. McGuire
Notary Public, State of Texas

CERTIFICATION OF APPROVAL

I, Paul Staedt, the duly-elected President of the Chaucer Estates Homeowners Association, Inc. hereby certify:

That the Community Association Violation Enforcement Policy for the Chaucer Estates Homeowners Association, Inc., as evidenced by the records and minutes of the Board of the Association, was approved by the affirmative vote of the majority of the Board of Directors at a regularly scheduled meeting held on January 29, 2002, and that the same does now constitute an official policy of and rules and regulations for the Chaucer Estates Homeowners Association, Inc. and shall be filed of record with the office of the Denton County Clerk.

IN WITNESS WHEREOF, I heretofore subscribe my hand on the this 29 day of January, 2002.

Paul Staedt
_____, President

EXHIBIT A-1

Those tracts and parcels of real property located in the Town of Flower Mound, Denton County, Texas and more particularly described as follows:

- (a) All real property subject to the Declaration of Covenants, Conditions and Restrictions for Chaucer Estates, in the Town of Flower Mound, Denton County, Texas, recorded in Volume 3423, Page 0178, et seq. of the Real Property Records of Denton County, Texas.

EXHIBIT A-2

**Lots 1 through 9, inclusive, Block 1;
Lots 1 through 18, inclusive, Block 2;
Lots 1 through 7, inclusive, and Lots 12 through 18, inclusive, Block 3;
Lots 1 through 18, inclusive, Block 4;
Lots 1 through 18, inclusive, Block 5;
Lots 1 through 12, inclusive, Block 6; and
Lots 1 through 9, inclusive, Block 7;
In Chaucer Estates Phase 1,
an Addition to the Town of Flower Mound, Denton County, Texas,
according to the Final Plat thereof recorded in Cabinet I, Page 169
of Map and Plat Records of Denton County, Texas; and**

**Lot 8A, Block 3 of Chaucer Estates Phase I,
an Addition to the Town of Flower Mound, Denton County, Texas
according to the Amended Plat thereof recorded in Cabinet K, Page 257
of the Map or Plat Records of Denton County, Texas; and**

**Lots 10 through 26, inclusive, Block 7;
Lots 1 through 8, inclusive, Block 8;
Lots 1 through 15, inclusive, Block 9;
Lots 1 through 16, inclusive, Block 10;
Lots 1 through 17, inclusive, Block 11 and;
of Chaucer Estates Phase 2,
an Addition to the Town of Flower Mound, Denton County, Texas
according to the Final Plat thereof recorded in Cabinet K, Page 178
of the Map and Plat Records of Denton County, Texas.**