

CASTLE RIDGE ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC.
ENFORCEMENT AND FINE POLICY

Definitions: The following words when used in this Enforcement and Fine Policy shall have the following meanings:

“Association” means the Castle Ridge Estates Property Owners’ Association of Odessa, Inc.

“Declaration” means the Declaration of Covenants, Conditions, and Restrictions for Castle Ridge Estates Property Owners’ Association of Odessa, Inc.

“Governing Documents” means Amended Bylaws and the Declaration.

“Enforcement Policy” means the following procedures and practices established for the enforcement of the Castle Ridge Estates Property Owners’ Association of Odessa, Inc. Governing Documents and for the elimination of violations of such provisions found to exist in, on, and about the property subject to the Declaration.

Further, the definitions contained in the Castle Ridge Estates Property Owners’ Association of Odessa, Inc. Governing Documents are hereby incorporated herein by reference.

Establishment of Violation: Any condition use, activity, or improvement which does not comply with the provisions of the Castle Ridge Estates Property Owners’ Association of Odessa, Inc. Governing Documents, shall constitute a “Violation” under this Policy for all purposes.

Report of Violation: The existence of a Violation will be verified by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an Officer or Director of the Board, or a Member of any Committee established by the Board for this purpose.

Notice of Violation: A letter will be sent to the homeowner describing the nature and description, of the alleged violation and notification that if the violation is corrected within an identified time period from the date of the letter, no further action will be taken.

Fine Schedule: To the extent permitted by law, the Declaration, and/or Governing Documents, the Association may levy a fine on a property owner up to the amounts listed for the following restrictive covenants (by category):

1. Violating Article 3, Section 4 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
2. Violating Article 4, Section 10 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
3. Violating Article 4, Section 11 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
4. Violating Article 5, Section 2 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.

5. Violating Article 5, Section 3 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
6. Violating Article 5, Section 4 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
7. Violating Article 5, Section 9 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
8. Violating Article 6, Section 1 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
9. Violating Article 6, Section 2 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
10. Violating Article 6, Section 3 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
11. Violating Article 6, Section 4 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
12. Violating Article 6, Section 5 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
13. Violating Article 6, Section 6 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
14. Violating Article 6, Section 7 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
15. Violating Article 6, Section 8 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
16. Violating Article 64, Section 9 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
17. Violating Article 8, Section 1 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
18. Violating Article 8, Section 2 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.
19. Violating Article 11, Section 4 of the Declaration may result in a fine ranging from \$0 per day to \$200 per day.

The Association reserves the right to refrain from levying any fine and, to the fullest extent permitted by law, the Declaration, and/or the Governing Documents. Failure of the Association to levy, enforce, or collect a fine shall in no event be deemed a waiver of the right to levy a fine or take any other enforcement action. The association may levy fines in its sole discretion on a case-by-case basis.

Request for a Hearing:

1. Except as provided by Subsection (3) and only 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.
2. The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's 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 the owner may request a postponement,

and, if requested, a postponement shall be granted for a period of not more than 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.

3. The notice and hearing provisions do not apply 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. The notice and hearing provisions do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.
4. Not later than 10 days before the association holds a hearing under this section, 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.
5. If the Association does not provide a packet within the period described by Subsection (4), an owner is entitled to an automatic 15-day postponement of the hearing.
6. During a hearing, a member of the board of directors or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

Repeated Violation of the Same Provision: Whenever an Owner or occupant, who has previously received a Notice of Violation, commits a separate violation of the same provision of the Castle Ridge Estates Property Owners' Association of Odessa, Inc. Governing Documents or rules and regulations of the Association within six (6) months from the date of the previous Notice of Violation, the Board of Directors shall reinstate the violation and pursue the procedures set forth herein, as if the Violation has never been cured or eliminated.

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 the Enforcement Policy and/or the (HOA) 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.

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 interest 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, filings suit, filing liens, and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. The Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees and expenses actually incurred.

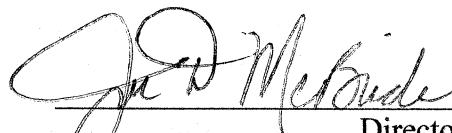
Authority of Management to Act: The Board hereby authorizes and empowers its agents, offices, and representatives to do all such things and perform all such acts as are necessary to

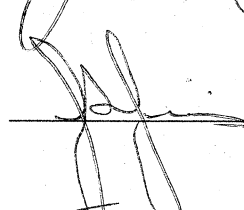
implement and effectuate the purposes of the Enforcement Policy without further action by the Board.


Binding Effect: The terms and conditions of the 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 the Enforcement Policy, as amended by the Board.

IT IS FURTHER RESOLVED that this Enforcement Policy is to be effective when filed of record in the Official Public Records of Ector County, Texas, and shall remain in force and effect until revoked, modified, or amended by the Board of Directors. The notice and hearing provisions of the foregoing Enforcement Policy are intended to comply with Chapter 209 of the Texas Property Code and, to the extent any provisions contained in the Governing Documents conflict with Chapter 209 of the Texas Property Code, Chapter 209 of the Texas Property Code shall prevail. This Enforcement Policy shall replace any previous policies conflicting with this Enforcement Policy.

ADOPTED by the unanimous consent of the Board of Directors effective the 18th day of April 2024.


_____, Director


_____, Director


_____, Director

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, Joe McBride, as the duly elected, qualified and acting President of Castle Ridge Estates Property Owners' Association of Odessa, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Bylaws was duly adopted by the Board of Directors of the Association at a meeting of the Board held on April 18, 2024, and shall take effect upon its recording in the Official Public Records of Ector County, Texas.

CASTLE RIDGE ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC., a Texas nonprofit corporation

By: _____

, President

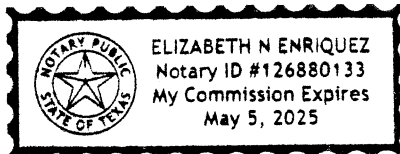
THE STATE OF TEXAS §

§

COUNTY OF ECTOR §

This instrument was acknowledged before me on the 20 day of March, 2024, by Joe McBride, President of Castle Ridge Estates Property Owners' Association of Odessa, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Todd, Barron, Thomason,
Hudman, Bebout & Rodriguez, P.C.
Attn: Shane M. Bebout
3800 E. 42nd Street, Suite 409
Odessa, Texas 79762-5982

00808627.DOCX

**THE STATE OF TEXAS
COUNTY OF ECTOR**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Official Public Records of Ector County, Texas.

2024-00004724 DECLARATION OF RESTRICTIVE COVENANTS

03/20/2024 12:24:47 PM Total Fees: \$41.00

Recorded By: Kayleen Barraza

Jennifer Martin



Jennifer Martin, County Clerk
Ector County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH
RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY
DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID
UNDER FEDERAL LAW AND IS UNENFORCEABLE.