

**CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
KINGDOM ESTATES OF LINDALE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS

§

COUNTY OF SMITH

§

KNOW ALL MEN BY THESE PRESENTS:
§

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 instruments relate is located."; and

WHEREAS, Kingdom Estates of Lindale 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 Smith County, Texas, the attached instrument; and

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

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc., Executed by Kingdom Builders Development, LLC, a Texas corporation, as Declarant, was recorded at Instrument #20150100040707 on August 28, 2015 in the Real Property Records of Smith County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions & Restrictions for Kingdom Estates of Lindale" (the "Declaration") subjected to the scheme of development therein certain land located in Smith County, Texas;

WHEREAS, Kingdom Estates of Lindale Owners Association, Inc. is governed by Bylaws filed in the Real Property Records of Smith County, Texas including any amendments thereof and supplements thereto;

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 this 7 day of June, 2024

Kingdom Estates of Lindale Owners Association, Inc.,
A Texas non-profit corporation

By: Brad DeGennaro
Brad DeGennaro
Duly Authorized Officer/Agent,
Kingdom Estates of Lindale Owners Association, Inc.

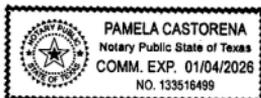
STATE OF TEXAS

§

COUNTY OF SMITH

This instrument was acknowledged before me on the 7 day of June
2024 by Brad DeGennaro, authorized representative of Kingdom Estates of Lindale
Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Pamela Castorena
Notary Public in and for the State of Texas



After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

**COVENANT ENFORCEMENT AND FINING POLICY
KINGDOM ESTATES OF LINDALE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SMITH §

This Covenant Enforcement and Fining Policy of Kingdom Estates of Lindale Owners Association, Inc. (the "Policy") is made effective the day of filing in the Smith County Real Property Records, by Kingdom Estates of Lindale Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc., Executed by Kingdom Builders Development, LLC, a Texas corporation, as Declarant, was recorded at Instrument #20150100040707 on August 28, 2015 in the Real Property Records of Smith County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions & Restrictions for Kingdom Estates of Lindale" (the "Declaration") subjected to the scheme of development therein certain land located in Smith County, Texas;

WHEREAS, an amendment to the Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc. was recorded at Instrument #202301030257 on October 6, 2023 in the Real Property Records of Smith County, Texas, entitled "Amendment to Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale" (the "First Amendment to the Declaration");

WHEREAS, the Bylaws for Kingdom Estates of Lindale Owners Association, Inc. were recorded at Instrument #20240105787 on June 4, 2024 in the Real Property Records of Smith County, Texas, entitled "Bylaws of Kingdom Estates of Lindale Owners Association, Inc." (the "Bylaws").

WHEREAS, pursuant to Section 209.0061 of the Texas Property Code
"Section 1.

(a) A property owners' association board shall adopt an enforcement policy regarding the levying of fines by the property owners' association. The policy must include:

(1) each category of restrictive covenants for which the association may assess a reasonable fine, including:

(A) property maintenance and repair;

(B) individual misconduct; and

(C) matters affecting health and safety;

(2) a schedule of fines for each category of violation; and

(3) information regarding hearings described by Section 209.007.

(b) The enforcement policy adopted pursuant to Subsection (a) may reserve the board's authority to levy a fine from the schedule of fines that varies on a case-by-case basis.

(c) Each property owners' association shall:

(1) file a copy of the enforcement policy adopted under Subsection (a), and each subsequent amendment, with the county clerk of each county in which the subdivision is located;

(2) provide a copy of the policy to an owner of each property in the subdivision by:

(A) posting the policy on an Internet website maintained by the property owners' association or an agent acting on behalf of the association and accessible to members of the association; or

(B) annually sending a copy of the policy, separately or included in routine communication from the property owners' association to property owners, by:

(i) hand-delivery to the owner;

(ii) first class mail to the owner's last known mailing address;

or

(iii) e-mail to an e-mail address provided to the property owners' association by the owner; and

(3) make the policy available on any publicly accessible Internet website maintained by the property owners' association or an agent acting on behalf of the association.

Section 2. Section 209.0061, Property Code, as added by this Act, applies only to a fine that becomes due on or after the effective date of this Act. A fine that becomes due before the effective date of this Act is governed by the law in effect immediately before the effective date of this Act, and that law is continued in effect for that purpose."

WHEREAS, Pursuant to Article Four, Section 4.1 of the Declaration of the Association, *"The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a property owners association and a non-profit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time."*

WHEREAS, Pursuant to Article Five, Section 5.4.3 of the Declaration of the Association, *"In addition to Base and Special Assessments, the Board may levy an Individual Assessment against a Unit and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Unit into compliance with the Documents; fines for violations of the Documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the Units, which may be assessed according to benefit received;*

and "pass through" expenses for services to units provided through the Association and which are equitably paid by each Unit according to benefit received."

WHEREAS, Pursuant to Article Six, Section 6.2 of the Declaration of the Association, "The remedies provided in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

6.2.1 Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

6.2.2 Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Unit if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents..."

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Kingdom Estates of Lindale Owners Association, Inc. certifies that this Covenant Enforcement and Fining Policy was approved by a majority vote of the Board of Directors.

ATTACHMENT, the undersigned member of the Board of Directors of Kingdom Estates of Lindale Owners Association, Inc. hereby attaches a copy of the Covenant Enforcement and Fining Policy.

3. **Courtesy Notice.** Upon verification of the existence of a Violation by the Association or management company representative ("*Management*") of the Association, the Association may, but shall not be obligated to, send to the Lot Owner a written notice of the existence of the Violation ("*Courtesy Notice*"). The Courtesy Notice will inform the Owner of the following:

- a. The nature, description, and location of the Violation; and
- b. 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.

4. **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 shall forward to the Owner of the Lot in question written notice of the Violation(s) by certified mail, return receipt requested (the "Notice of Violation"). The Notice of Violation, if required, shall 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 of any fine or the amount claimed to be due from the owner for the property damage;
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed;
- 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 recipient may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C app. Section 501 et seq.), if the Owner is serving on active military duty;
- g. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and cost will be charged to the Owner;
- h. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board; and
- i. A Notice of Violation is not required if the Owner was sent a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and /or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 6 below.

5. **Request for a Hearing.** If the Owner challenges the proposed action delineated in the Notice of Violation (or the Final Notice of Violation if a Notice of Violation was not issued) by timely requesting a hearing, the hearing shall be held in executive session of the Board, a committee comprised of members of the Board, or a delegate of the Board no later than the 30th day after the date the Board receives the Owner's request for a hearing. Any hearing shall be conducted in accordance with Section

209.007 of the Texas Property Code. The hearing may be held in person, or electronically. Notice of the hearing shall be tendered to the owner at least ten days prior to the hearing. At least ten days prior to the hearing, the Association shall provide to the Owner a packet which contains all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. Either the Association or the Owner may record the hearing. During the hearing, a member of the board 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. The Association shall notify the Owner in writing of its decision within ten (10) business 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-business day period. Such suspension shall not constitute a waiver of the right to sanction future violation of the same or other provisions and rules by any Owner.

6. Final Notice of Violation. 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 against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the dedicatory instruments 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. The Association may send, but is under no obligation, a notice to the Owner in the form of 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.

7. Appeal. Following a hearing before a committee of the Board or delegate of the board, the Owner shall have the right to appeal the decision made by the Board's appointed committee or delegate to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the entire Board shall be held in the same manner as provided in Paragraph 5.

8. 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 by the Association (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). 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.

9. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

- a. The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of

- b. the undertaking of the action;
- b. Any and all costs incurred in correcting or eliminating the Violation shall be the responsibility of the Owner causing such Violation and shall be referred to the Association to be recovered from the Owner; and
- c. The Owner shall be liable to the Association and its agents and contractors or any third party for trespass or any damage or cost alleged to arise by virtue of action taken under this Paragraph 9.

10. 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 Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

11. Fines. Subject to the provisions of the Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

- a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within the Association which may include a progression of fines for repeat offenders. The initial schedule of fines is attached hereto as Exhibit "A";
- b. The general categories of restrictive covenants for which the Association may assess fines is attached hereto as Exhibit "B";
- c. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration or this Enforcement policy; and
- d. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners as an individual assessment under the Declaration.

12. 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 the United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing to Association or, if no such address has been designated, to the address of the Lot of the Owner.

- a. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may, but shall not be required, to be given to such third party in addition to the Owner;
- b. Where the interests of an Owner in a Lot have been 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 interests in a Lot have 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; and

- c. 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 and fines 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 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.

13. 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. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand for by Management, will be referred to the Board of Directors of the Association 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.

14. 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 dedicatory instruments within six (6) months from the date of the Notice of Violation, the Association 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 a Courtesy Notice, the second Violation of the same provision shall prompt the Association 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 the Association 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 the Association 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.

15. Uncurable Violations & Threats to Public Health and Safety. Should a Violation be of an uncurable nature or pose a threat to public safety, then the Association may, but shall not be required, to provide a reasonable period to cure the Violation in the Final Notice of Violation prior to transmitting a Notice of Fine to an Owner. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of the ordinary resident. 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. Examples of curable and uncurable Violation may be found at Section 209.006 of the Texas Property Code.

16. 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.

17. 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.

18. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the enforcement of violations by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of the same in 2024, and has not been modified, rescinded or revoked.

[signature page follows]

EXECUTED this 7 day of June, 2024

Kingdom Estates of Lindale Owners Association, Inc.,
A Texas non-profit corporation

By: Brad DeGennaro
Brad DeGennaro
Duly Authorized Officer/Agent,
Kingdom Estates of Lindale Owners Association, Inc.

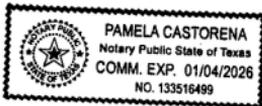
STATE OF TEXAS

§

COUNTY OF SMITH

This instrument was acknowledged before me on the 7 day of June
2024 by Brad DeGennaro, authorized representative of Kingdom Estates of Lindale
Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Pamela Castorena
Notary Public in and for the State of Texas



After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

EXHIBIT A

Schedule of Fines for All Categories of Violations Set Forth Within Exhibit B

- 1st Fine:** An owner will receive a fine of \$50.00 and 30 days to comply. If compliance is not met, then an owner will receive a 2nd fine;
- 2nd Fine:** An owner will receive an additional fine of \$100.00 and 30 days to comply. If compliance is not met, then an owner will receive a 3rd fine;
- 3rd Fine:** An owner will receive an additional fine of \$150.00 and 30 days to comply. If compliance is not met, then an owner will receive a 4th fine;
- 4th Fine:** An owner will receive an additional fine of \$200.00 and 30 days to comply. If compliance is not met, then an owner will continue receiving a fine of \$200.00 every 30 days that the fine is not corrected.

Board Discretion: The Board of Directors hereby reserves its authority to levy a fine from the schedule of fines that varies on a case-by-case basis. The Board of Directors may increase or decrease fine amounts at their sole and absolute discretion. The fine amount as determined by the Board of Directors shall be final and binding upon the Owners within the Association. Instances in which the Board of Directors may increase fine amounts include, but are not limited to, violations which threaten the health or safety of a member or their guest, or damage to community property.

Notice: 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 restrictive covenants for the Association. If there is a subsequent violation of a similar restrictive covenant, another fine will be imposed. 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. 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.

EXHIBIT B

General Category of Restrictive Covenants for Which the Association May Assess Fines

- 1) Violations of Rules and Regulations and Policies of the Association.
- 2) Violations of restrictive covenants contained within the Declaration of the Association, including, but not limited to the following:
 - a. Article Two- The Property;
 - b. Article Three- Maintenance Obligations;
 - c. Article Four- Association and Membership Rights;
 - d. Article Five- Covenant of Assessments;
 - e. Article Six- Effect of Nonpayment of Assessments & Violation of The Documents;
 - f. Article Seven- Property Easements and Rights;
 - g. Article Eight- Architectural Covenants and Control;
 - h. Article Nine- Construction Restrictions;
 - i. Article Ten- Use Restrictions;
 - j. Article Eleven- Mortgagee Protection;
 - k. Article Thirteen- Insurance;
 - l. Article Fourteen- Reconstruction, Condemnation & Termination;
 - m. Article Fifteen- General Provisions; and
 - n. Article Sixteen- Dispute Resolution and Limitations on Litigation.
- 3) Violations of restrictive covenants contained within the Bylaws and Article of Incorporation of the Association.



VG-151-2024-202401016119

Document Number: 202401016119

Real Property Recordings
RESTRICTION

Recorded On: June 07, 2024 10:04 AM

Number of Pages: 15

Billable Pages: 14

" Examined and Charged as Follows: "

Total Recording: \$77.00

***** 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: 202401016119

Receipt Number: 20240607000025

Recorded Date/Time: June 07, 2024 10:04 AM

User: Suni W



STATE OF TEXAS

Smith County

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 Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX