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Stacey Kemp  
Collin County, TEXAS  
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Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201



A handwritten signature in cursive script, appearing to read "Stacey Kemp".

**CERTIFICATE AND MEMORANDUM OF RECORDING  
OF ASSOCIATION DOCUMENTS FOR CELINA CARTER RANCH  
HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

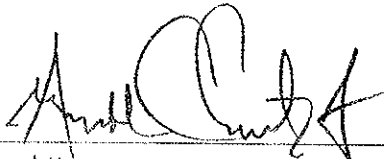
The undersigned, as attorney for the Celina Carter Ranch Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- (a) *Celina Carter Ranch Homeowners' Association, Inc. - Enforcement Policy (Exhibit "A-1"); and*
- (b) *Celina Carter Ranch Homeowners' Association, Inc. - Collection and Payment Policy (Exhibit "A-2").*

All persons or entities holding an interest in and to any portion of property described on Exhibits B attached hereto are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, the Celina Carter Ranch Homeowners' Association, Inc. has caused this Certificate and Memorandum of Recording of Association Documents to be filed with the office of the Collin County Clerk.

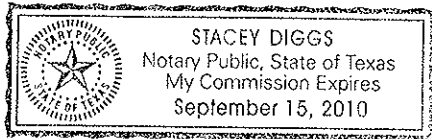
CELINA CARTER RANCH  
HOMEOWNERS' ASSOCIATION, INC.

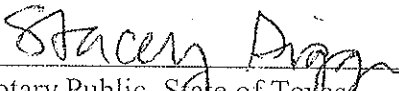
By:   
Its: Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Celina Carter Ranch 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 7<sup>th</sup> day of February, 2007.



  
Notary Public, State of Texas

**CELINA CARTER RANCH HOMEOWNERS ASSOCIATION, INC.**  
**ENFORCEMENT POLICY**

WHEREAS, the Board of Directors of the Celina Carter Ranch Homeowners 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 Celina Carter Ranch (hereinafter referred to, collectively, as the "Celina Carter Ranch Governing Documents") against violating owners.

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

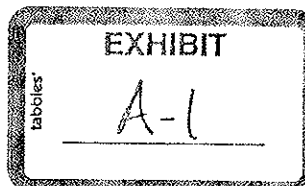
1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Celina Carter Ranch Governing Documents, shall constitute a "Violation" under this Policy for all purposes.

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 Celina Carter 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.
- 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 violation fines at the rate of Ten and No/100 Dollars (\$10.00) per day until the violation is cured. 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 30<sup>th</sup> 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 10<sup>th</sup> 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 Celina Carter 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 Celina Carter 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 Celina Carter 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 (3<sup>rd</sup>) 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 therefor by Management, will be referred to the Board of Directors of the Association for collection.

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

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 at a duly convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, and that the same shall be filed of record in the Real Property Records of \_\_\_\_\_ County, Texas.

DATE:

1/24/07

[Signature]

Secretary

# CELINA CARTER RANCH HOMEOWNERS' ASSOCIATION, INC.

## COLLECTION AND PAYMENT POLICY

**WHEREAS**, the Board of Directors of Celina Carter Ranch Homeowners' Association, Inc. is empowered to govern the affairs of the homeowners' association pursuant to The Declaration of Covenants, Conditions and Restrictions (CC&Rs), Article V, Section 5.2 (d) Specific Powers and Duties, and,

**WHEREAS**, there is a need to adopt a specific policy on Collections and Payment of assessments, and,

**WHEREAS**, it is the intent that this policy shall be applicable to all owners, and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors,

**NOW, THEREFORE BE IT RESOLVED THAT** the following policy on Collection and Payment of assessments is hereby adopted by the Board of Directors:

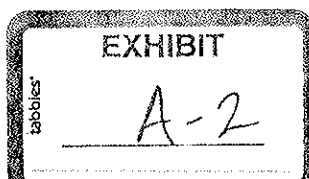
**Mailing of Quarterly Assessment Billing Statements to Homeowner** – Assessment billing statements, coupons and envelopes will be prepared and mailed for the ensuing year by December 15th of the preceding year by the Celina Carter Ranch Homeowners' Association, Inc. (HOA) or the designated management company as per Article VI, Section 6.3 (a) of the CC&Rs.

**Due Dates for Quarterly Annual Assessments** – The quarterly assessments will be due on or before January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year and will become delinquent if not paid in full by the last working day of January, April, July, and October.

**Due Date of Other Charges Added to Homeowner's Account** – All other charges (i.e. special assessments for capital improvements, special assessments for non-capital improvements) will be determined if the situation arises in accordance with the Declaration of Covenants, Conditions and Restrictions (CC&Rs), Article VI, Section 6.4.

**Late Charges and Collection Fees** – The Declaration of Covenants, Conditions and Restrictions (CC&Rs), Article VI, Section 6.5 (e) indicates a delinquency period of 30 days after the due date. If any assessment becomes delinquent, a late charge of Twenty-Five Dollars (\$25.00) will be assessed to the homeowner's account plus interest at the rate of 18% per annum as listed in Article VI, Section 6.5 (f). Interest will accrue from the due date of the assessments (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>). A payment check that is returned for any reason (Non-sufficient funds (NSF), Closed Account, etc...) will result in a charge of Twenty Dollars (\$20.00) assessed to the homeowner's account in accordance with Article VI, Section 6.5(e) of the CC&Rs.

The Board maintains the sole authority to enter into payment plans with the homeowners. The homeowner may, upon written request, petition the Board of Directors to establish a payment plan for the purpose of resolving a delinquent account.



# CELINA CARTER RANCH HOMEOWNERS' ASSOCIATION, INC.

## COLLECTION AND PAYMENT POLICY

### STATEMENT MAILINGS AND ACTION STEPS

**Statement of Account** – A reminder Statement of Account will be mailed thirty (30) days from the due date (last working day of January, April, July, and October), showing the account balance (amount of the account balance plus a Twenty-Five Dollar (\$25.00) late fee and applicable interest).

**Association Demand Letter** – An Association Demand letter will be mailed sixty (60) days after the due date (February 28<sup>th</sup>, May 31<sup>st</sup>, August 30<sup>th</sup> or November 30<sup>th</sup>). A collection fee will be assessed to the homeowner's account as a cost of collection, in addition to any previous charges for preparing and sending the Demand Letter for Payment.

**Attorney Demand Letter** – An Attorney Demand Letter will be mailed ninety (90) days after the due date, April 1<sup>st</sup> (January 1<sup>st</sup> billing), July 1<sup>st</sup> (April 1<sup>st</sup> billing), October 1<sup>st</sup> (July 1<sup>st</sup> billing) and January 1<sup>st</sup> (October 1<sup>st</sup> billing). The Attorney Demand Letter clearly states that if assessments are not paid in full within thirty (30) days, a lien will be filed against the home.

**Notice of Assessment Lien:** - At this stage the Board of Directors will vote to approve to place a lien against the home. The homeowner must be one hundred and twenty (120) days delinquent before the Board will proceed with a lien.

**Foreclosures:** - Judicial and non-judicial foreclosures require the unanimous approval of the Board of Directors and will be handled on a case-by-case basis.

**CELINA CARTER RANCH HOMEOWNERS' ASSOCIATION, INC.**

**COLLECTION AND PAYMENT POLICY**

**PAYMENT APPLICATION POLICY**


Any payment received by the Celina Carter Ranch Homeowners' Association, Inc. from an owner whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order.

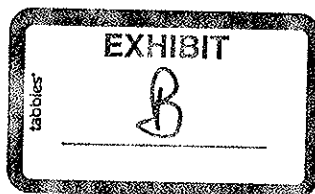
- **First** - Cost of Collection including Attorney's fees;
- **Second** - Special Individual Assessments including Violation Fines;
- **Third** - Late Charges;
- **Fourth** - Accrued but Unpaid Interest;
- **Fifth** - Other costs of Collection;
- **Sixth** - Special Assessments; and
- **Seventh** - Annual Assessments

IT IS FURTHER RESOLVED that this Collection and Payment Policy is effective as of \_\_\_\_\_, 200\_\_ being the date it was approved by the Board of Directors, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. This Collection and Payment Policy shall be filed of record in the Deed Records of \_\_\_\_\_ County, Texas.

Date: \_\_\_\_\_

1/24/07

 Secretary



Legal Description

.BEING a tract of land situated in the John Cahill Survey, Abstract No. 171 and the Shelby Glass Survey, Abstract No. 346 City of Celina, Collin County, Texas, and being a portion of a tract of land as described in instrument to SH 289 Investment Partners, Ltd. and recorded in Volume 4971, Page 3584 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a one-half inch iron rod found with cap stamped "4613" at the southeast corner of said SH 289 Investment Partners tract, said iron rod also being in the center line of County Road No. 83;

THENCE, South 88 degrees 47 minutes 29 seconds West with the center line of County Road No. 83 and the south line of said SH 289 Investment Partners tract a distance of 1,892.22 feet to a PK nail set;

THENCE, departing the center line of County Road No. 83 and the south line of said SH 289 Investment Partners tract, North 01 degree 12 minutes 31 seconds West a distance of 60.00 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, North 19 degrees 44 minutes 19 seconds West a distance of 377.45 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, North 10 degrees 56 minutes 04 seconds West a distance of 91.78 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, North 06 degrees 27 minutes 05 seconds West a distance of 89.75 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, North 02 degrees 38 minutes 26 seconds East a distance of 89.75 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, North 09 degrees 34 minutes 20 seconds East a distance of 69.49 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, North 48 degrees 53 minutes 09 seconds West a distance of 51.95 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap at the beginning of a non-tangent curve to the right;

THENCE, along a curve to the right through a central angle of 40 degrees 17 minutes 13 seconds, having a radius of 460.00 feet and an arc length of 323.44 feet, being subtended by a chord of South 61 degrees 09 minutes 24 seconds West a distance of 316.82 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap at the beginning of a reverse curve to the left;

THENCE, along a curve to the left through a central angle of 10 degrees 39 minutes 38 seconds, having a radius of 200.00 feet and an arc length of 37.21 feet, being subtended by a chord of South 75 degrees 58 minutes 11 seconds West a distance of 37.16 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap at the beginning of a reverse curve to the right;

## EXHIBIT A

### Legal Description

THENCE, along a curve to the right through a central angle of 18 degrees 46 minutes 38 seconds, having a radius of 300.00 feet and an arc length of 98.32 feet, being subtended by a chord of South 80 degrees 01 minutes 41 seconds West a distance of 97.88 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, South 89 degrees 25 minutes 00 seconds West a distance of 38.46 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap in the west line of said SH 289 Investment Partners tract and the east right-of-way line of State Highway No. 289 as established by instrument to the State of Texas and recorded in Volume 687, Page 556 of the Deed Records of Collin County, Texas;

THENCE, North 00 degrees 35 minutes 00 seconds West along the east right-of-way line of State Highway No. 289 a distance of 728.14 feet to a one-half inch iron rod found with cap stamped "4613";

THENCE, North 07 degrees 49 minutes 00 seconds East along the east right-of-way line of State Highway No. 289 a distance of 304.34 feet to a one-half inch iron rod found with cap stamped "4613";

THENCE, North 01 degree 06 minutes 00 seconds West along the east right-of-way line of State Highway No. 289 a distance of 200.00 feet to a one-half inch iron rod found with cap stamped "4613";

THENCE, North 03 degrees 58 minutes 00 seconds West along the east right-of-way line of State Highway No. 289 a distance of 901.12 feet to a wood monument found;

THENCE, North 01 degree 06 minutes 00 seconds West along the east right-of-way line of State Highway No. 289 a distance of 875.45 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, departing the east right-of-way line of State Highway No. 289, North 88 degrees 54 minutes 00 seconds East a distance of 800.00 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, North 01 degree 06 minutes 00 seconds West a distance of 1,700.00 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap in the center line of County Road No. 88 and being in the north line of said SH Investment Partners tract;

THENCE, North 88 degrees 59 minutes 05 seconds East with the center line of County Road No. 88 and the north line of said SH Investment Partners tract a distance of 1698.35 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap at the northeast corner of said SH Investment Partners tract;

## EXHIBIT A

### Legal Description

THENCE, South 01 degrees 06 minutes 59 seconds East along the east line of the SH Investment Partners tract a distance of 5,317.76 feet to the POINT OF BEGINNING and CONTAINING 265.2 acres of land, more or less.