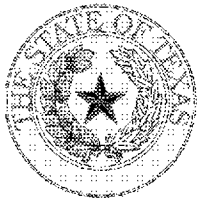


**Kaufman County
Laura Hughes
County Clerk
Instrument Number: 2025-0033902**

**Billable Pages: 12
Number of Pages: 13**

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
On: 10/28/2025 at 02:05 PM Document Number: <u>2025-0033902</u> Receipt No: <u>25-30364</u> Amount: \$ <u>69.00</u> Vol/Pg: <u>V:9196 P:393</u>	E-RECORDING



**STATE OF TEXAS
COUNTY OF KAUFMAN**

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

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Daniela Serna, Deputy

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.

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR
WINDMILL FARMS ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF KAUFMAN

This Notice of Filing of Dedicatory Instruments for Windmill Farms Association, Inc., (“Notice”) is made by and on behalf of Windmill Farms Association, Inc. (the “Association”) to be effective as of this 30th day of September 2025.

RECITALS:

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Windmill Farms Association, Inc., filed or to be filed in the Real Property Records of Kaufman County, Texas (the “Declaration”), as Windmill Farms Association, Inc., such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.

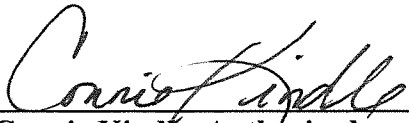
NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

- **Attachment A - Amended-Enforcement Policy**

IN WITNESS WHEREOF, the undersigned agent of Windmill Farms Association, Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

[Signature follows on next page]

Executed this 30th day of September 2025.

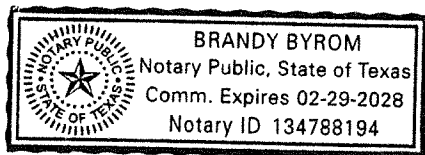
By: 
**Connie Kindle, Authorized
Representative, Essex Association
Management L.P.,
Its Managing Agent.**

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Connie Kindle, Authorized Representative, Essex Association Management L.P., on behalf of Windmill Farms Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF SEPTEMBER 2025.





**Notary Public in and for the State of
Texas**

STATE OF TEXAS

COUNTY OF KAUFMAN

WHEREAS, the Board of Directors ("Board") of Windmill Farms Association Inc., a Texas non-profit corporation (the "Association"), is empowered to govern the affairs of the Association pursuant to Article 8.4 of the Declaration of Covenants, Conditions, & Restrictions for Windmill farms, recorded under Instrument Number 1737-0072 of the Official Public Records of Kaufman County, Texas ("Declaration"), Article 6 of the Bylaws of the Association ("Bylaws"), and the Texas Business Organization Code;

WHEREAS, the Declaration affects certain parcels or tracts of real property in Kaufman County, State of Texas ("Property");

WHEREAS, pursuant to the authority set forth in the Declaration and Bylaws, the Association, acting by and through the Board, has the authority to enforce provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing monetary fines or penalties for the violation of the Association's dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines (collectively the "Governing Documents");

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

WHEREAS, the Board has and does hereby find the need to establish rules, regulations, and procedures for enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist within the Property; and

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 and elimination of such violations found to exist in, on, or about the Property (hereinafter referred to as the ("Enforcement Policy").

Article I. Violations

1. A "Violation" shall be defined as the noncompliance with requirements in the Governing Documents. Specific intent is not required to create a Violation. A Violation may be created for a specific property or may be created by the Owner, an

Owner's guest, or a tenant with a valid lease. The Owner is the responsible party and shall be notified of Violations and fines/conditions required as both penalties and to restore order.

2. Violations may be monetary fines (see Exhibit A), reduction or loss of amenity access, restoration of original conditions, other actions that the Board may require, or any combination herewith.
3. Violations are categorized into the following groups:
 - a. Architectural Control Committee – any violations that relate to any act, decision, or requirement by the ACC.
 - i. Failure to Obtain Prior Approval regarding Architectural related violations. Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed, or altered on any Lot which (i) requires the prior approval of the Architectural Control Committee (the "ACC" or as defined or referred to in the Declaration) and (ii) has not been first approved by the ACC in writing is deemed a "Violation" under this Enforcement Policy for all purposes.
 - ii. 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 existing or allowed to continue on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.
 - iii. 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 the number of days specified in the notice(s) provided by the Association shall constitute a continuing Violation and result in further enforcement actions.
 - b. Appearance and Cleanliness – any violations that relate to the following:
 - i. Section 5.1 a) Residential Lots and Common Areas Protective Covenants of the Amended and Restated CCRs.
 1. Minimum Square Footage per paragraph (ii)
 2. Setbacks per paragraph (iii)
 3. Temporary structures and parking per paragraph (vi)
 4. Signs per paragraph (viii)

5. Fences, walls, and hedges per paragraph (ix)
 6. Window Air Conditioners per paragraph (xi)
 7. Building color per paragraph (xii)
 8. Weeds and Trash per paragraph (xiv)
 9. Encroachment of sidewalks per paragraph (xviii)
 10. Underground utilities per paragraph (xix)
 11. Satellite Dishes and Telecommunications Equipment per paragraph (xx)
 12. Clotheslines per paragraph (xxi)
- ii. Section 5.1 b) All of the Property without limitations Protective Covenants of the Amended and Restated CCRs.
 1. Signs per paragraph a.
 2. Weeds and trash per paragraph b.
 3. Maintenance of Parkways per paragraph d.
 4. Exterior lighting per paragraph f.
- c. Health and Welfare
- i. Section 5.1 a) Residential Lots and Common Areas Protective Covenants of the Amended and Restated CCRs.
 1. Use as per paragraph (i)
 2. Machinery and automobile repair per paragraph (iii)
 3. Animals per paragraph (iv)
 4. Noise Control per paragraph (xiii)
 5. Incineration or burning per paragraph (xiv)
 6. Harboring of plant disease and insects per paragraph (xvii)
 - ii. Section 5.1 b) All of the Property without limitations Protective Covenants of the Amended and Restated CCRs.
 1. Drilling excavation per paragraph g.
- d. Serious
- i. Section 5.1 a) Residential Lots and Common Areas Protective Covenants of the Amended and Restated CCRs.
 1. Nonresidential uses per paragraph (v)
 2. Masonry content per paragraph (x)
 3. Destruction of Improvements per paragraph (xv)
 4. Carports per paragraph (xxii)
 5. Storage Sheds per paragraph (xxiii)
 - ii. Section 5.1 b) All of the Property without limitations Protective Covenants of the Amended and Restated CCRs.
 1. Noxious or offensive activity per paragraph c.

2. Nuisances per paragraph e.
- iii. Any police call to a Lot or for the Owner, Owner's guest(s), or Owner's tenant(s).

Article II Notification & Cure

1. Initial Notice of Violation. Upon notification of the existence of a Violation on a Lot, Common Area, or by an Owner, Owner's guest, and/or Owner's tenant, the Association's management company will (within 10 business days) send to the Owner a written notice of the Violation ("Initial Notice"). According to Texas Property Code, a minimum of fourteen (14) total days must be provided for the Owner to cure a violation, notwithstanding, the Association may divide the amount of time allotted by sending one or more notices to the non-compliant owner. The Initial Notice of Violation on behalf of the Association shall inform the Owner of the following:
 - a. The nature, description, and location of the Violation.
 - b. What needs to be done to cure the Violation and provide notice of the number of calendar days in which the Violation must be cured to avoid further enforcement measures.
 - c. After the Initial Notice and 14 day cure period an inspection shall take place and if the Violation has not been 100% cured the HOA shall issue a second notice of Violation and a 5 day cure period begins. At the end of the 5 day cure period a second inspection shall occur and if the Violation has not been 100% cured then the HOA shall issue a third Violation notice of Violation along with a notice of fine and a 3 day cure period begins. At the end of the 3 day cure period a forth inspection shall occur and if the Violation is not 100% cured the HOA shall issue a fine to the Owner. Additional cure periods and inspections may create escalated fines for the Owner until the cure has been 100% completed.
 - d. The HOA may opt to use Self Help to cure certain violations that in the sole judgement of the HOA create a larger negative impact the longer they exist. Self Help is defined as assigning a third party to cure the Violation for the Owner. **The costs for the cure shall include the negotiated price from the third party, notice of Self Help, and administrative fees from the management company. The sum of these fees shall be combined and charged to the Owner's account.** If the Owner has a second Self Help within a 6 month period, the HOA shall include and additional "Repeat

Offender" fee of not less than \$50 and not to exceed \$150 per use. Repeat Offender shall be defined as an Owner that fails to cure a Violation, the HOA performs Self Help, and the Owner has a second similar Violation and the HOA has to perform Self Help additional times within a 6 month period. The 6 month timespan restarts after any repeated Violation. Each new type of Violation has its own 6 month period that ends 6 months after the HOA received notice of Violation.

- e. Serious violations, due to their nature, may receive fines starting after the Initial Notice and 14 day cure period. Repeat Violations shall include the Repeat Offender additional fees.
- f. In the event a serious violation is deemed to be an Incurable Violation, the sole determination of which is made by the Board, then the cure period of 14 days does not apply and the HOA may use any action at its disposal (fines, restrictions on amenity use, any legal action in law or equity, or any combination thereof) against the Owner as determined by the Board.
 - i. In the event the Violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fines or Corrective Actions.
 - ii. The following nonexclusive list are examples of acts considered incurable: (1) shooting fireworks or discharging a firearm; (2) an act constituting a threat to health or safety; (3) a noise or light violation that is ongoing; (4) damaging Association property, including the removal or alteration of landscape; (5) holding a garage sale or other event prohibited by a dedicatory instrument; and (6) business use of the Lot; any use of the Lot not consistent with single family use.
- g. The Owner shall have the right to make an appeal to the Board for any notice of Violation, fine, self-help action, restriction on amenities, and or legal actions. In order to utilize this right, the Owner must provide a request for a hearing with the Board in writing before the end of 30 calendar days after the notice of fine, self-help action, restriction on amenities, and or legal action is sent by the HOA. The appeal hearing will be scheduled with the Board and the management company shall provide the Owner with the date, time, and place for the hearing. The Owner does not need to be present for the hearing or any decision made at the hearing.
- h. Actual Notice - 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 electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty and responsibility to keep an updated electronic mail address registered with the Association.
 1. It is the Owner's responsibility to ensure the HOA has a correct email on file.
 2. If the email is undeliverable or if a reply has not been received on the email sent to the address on file within 3 business days, the HOA shall send notice by certified mail. The notice time and date from above still applies. **All Costs for providing notice shall be added to the Owner's account.**
- ii. The Notice of Corrective Action shall be sent to the Owner by posting such Notice of Corrective Action on the door of the residence and, if the Association deems it necessary, by electronic communication.
- iii. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, 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 the Owner at the address on record with the Association. The Association may, as a courtesy, also provide notice to the tenant or a representative known to have the right or official capacity to receive such notices on behalf of the Owner.

Article III Miscellaneous

1. Referral to Legal Counsel. Where a Violation is determined to exist by the Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board 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.

2. 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 the Association that the Violation has been corrected or eliminated, and any fines imposed by the Board have been paid, the Violation will be deemed to no longer exist, and the Notice of Violation shall be voided or closed except as hereinafter provided. Owners are advised by the Association of the consequences of the future Violation of the same provision of the Governing Documents. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by the Association, may be referred to the Association's legal counsel 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.

3. Repeat 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/Courtesy Notice, commits a separate Violation of a similar provision of the Governing Documents 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 an Initial/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.

4. Payment of Violation Fines. Payment of the violation 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 the Governing Documents. If there is a subsequent Violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. 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(s). **It is highly recommended that Owner include such a provision in any lease relating to the property.**

5. Authority 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.

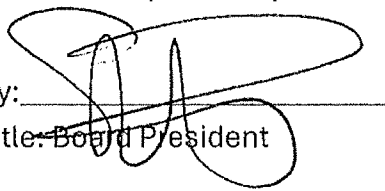
6. Enforcement Policy. The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees, or assigns, and all Lots as defined in the Declaration, and the Property shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

7. Definitions. The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED, 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.

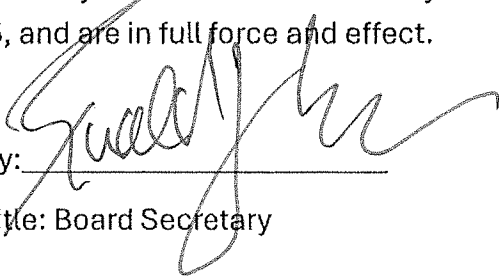
IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Policy as of the 30 day of September 2025.

• Windmill Farms Association, Inc.,
A Texas non-profit corporation

By: 

Title: Board President

The undersigned, being the duly appointed and authorized Secretary of Windmill Farms Association, Inc. (the "Association"), a Texas nonprofit corporation, do hereby certify that this Enforcement Policy filed was adopted by the Board of Directors by at least a majority vote on the 30th day of September 2025, and are in full force and effect.

By: 

Title: Board Secretary

EXHIBIT A

Type

Architectural Control Committee

1st Fine \$50
2nd Fine \$75
3rd Fine \$100
4th Fine \$25/ week
until cured

After 1st week of 4th fine access to amenities
are restricted until cure

Repeat Offender \$25 additional to all above

Appearance and Cleanliness

1st Fine \$50
2nd Fine \$75
3rd Fine \$100
4th Fine \$25/ week
until cured

After 1st week of 4th fine access to amenities
are restricted until cure

Repeat Offender \$25 additional to all above

Health and Welfare

1st Fine \$75
2nd Fine \$100
3rd Fine \$125
4th Fine \$50/week
until cured

After 1st week of 4th fine access to amenities
are restricted until cure

Repeat Offender \$25 additional to all above

Type

Serious

1st Fine \$250
2nd Fine \$300
3rd Fine \$350
4th Fine \$100/ week
until cured

After 1st week of 4th fine access to amenities
are restricted until cure

Repeat Offender \$50 additional to all above

Incurable

1st Fine \$200
2nd Fine \$250
3rd Fine \$300
4th Fine \$350

Repeat Offender \$100 additional to all above

**ALL FINES ARE LEVIED ON A PER
OCCURRENCE BASIS AND ONCE MAXIMUM
FINE IS REACHED, THE FINING SEQUENCE
STARTS OVER AND MAY BE CONTINUOUS
UNTIL THE VIOLATION(S) ARE REMEDIED.**