

AFTER RECORDING, PLEASE RETURN TO:

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

**FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF
RECORDING OF DEDICATORY INSTRUMENTS FOR
GLENWYCK FARMS HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The undersigned, as attorney for Glenwyck Farms 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 instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

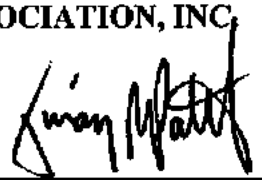
- ***Glenwyck Farms Homeowners Association, Inc. -
Enforcement Policy for Incurable Violations*** (Exhibit A).

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

IN WITNESS WHEREOF, Glenwyck Farms Homeowners' Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed of record with the Tarrant County Clerk's office, and serves to supplement those dedicatory instruments recorded in the Official Public Records of Tarrant County, Texas, to wit: Instrument No. D211315187 through Instrument No. D211315194, inclusive; and that Certificate

and Memorandum of Recording of Dedicatory Instruments filed on November 30, 2015, and recorded as Instrument No. D215267918 in the Official Public Records of Tarrant County, Texas.

**GLENWYCK FARMS HOMEOWNERS'
ASSOCIATION, INC.**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Glenwyck Farms 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 12th day of April, 2016.


Notary Public State of Texas



EXHIBIT A**GLENWYCK FARMS HOMEOWNERS' ASSOCIATION, INC.****ENFORCEMENT POLICY FOR INCURABLE VIOLATIONS**

WHEREAS, pursuant to Article V of the Bylaws for Glenwyck Farms Homeowners' Association, Inc., the Board of Directors is authorized to establish and collect penalties and fines for violations of the restrictive covenants set forth in the Declaration for Glenwyck Farms, as may be amended from time to time, the Bylaws and the rules and regulations of the Association (collectively referred to hereinafter as the "Governing Documents").

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth in Chapter 209 of the Texas Residential Property Owners Protection Act, the following procedures and practices are established for the enforcement of the Governing Documents in the case of incurable violations (the "Enforcement Policy").

1. Violations. Any violation of the Governing Documents which has occurred is deemed incurable if determined by the Board, in its sole and absolute discretion, not to be a continuous action or a condition capable of being remedied by affirmative action, and shall constitute a "Violation" under this Enforcement Policy for all purposes. Furthermore, any violation of the Governing Documents which has occurred is also deemed incurable where determined by the Board, in its sole and absolute discretion, to materially affect the physical health or safety of an ordinary resident, and shall constitute a "Violation" under this Enforcement Policy. For purposes of this Policy, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

2. Notice of Incurable Violation. As soon as practicable after a Violation covered by this Enforcement Policy has been confirmed, the Association will cause written notice to be given to the Owner in question of the Violation(s) by first class mail and by certified mail (the "Notice of Incurable Violation"). The Notice of Incurable Violation will state the following:

a. The nature, description and location of the Violation, including a description of any property damage caused by the Owner.

b. The authority for establishing the Violation.

c. That a fine in an amount determined by the Board will be levied following thirty (30) days from the date the Notice of Incurable Violation is mailed to the Owner.

d. The Owner may, on or before thirty (30) days from the date the Notice of Incurable Violation is mailed to the Owner, deliver to the Association a written request for a hearing.

3. Request for a Hearing. If the Owner challenges the Violation or the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held

no later than the 30th day after the date the Board receives the Owner's request for a hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no 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 ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing.

4. Fines. Fines for a Violation shall be in an amount determined by the Board of Directors, in its sole and absolute discretion, given the nature, frequency, and severity of the Violation.

5. 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 (3rd) business day following the date of postmark of such notice bearing 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 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 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 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 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.

IT IS FURTHER RESOLVED that this Enforcement Policy for Incurable Violations is effective upon filing with the office of the Tarrant County Clerk, to remain in full force and effect until revoked, modified or amended by the Board of Directors.

This is to certify that the foregoing Policy was duly adopted by the Board of Directors at a duly convened meeting held on April 7, 2016.

**GLENWYCK FARMS HOMEOWNERS'
ASSOCIATION, INC.**

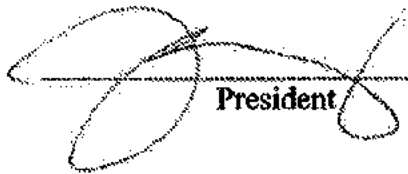

President

EXHIBIT B

Those lots, blocks, tracts and parcels of real property located in the Town of Westlake, Tarrant County, Texas more particularly described as follows:

- (i) **All property subject to the Declaration of Covenants, Conditions and Restrictions for Glenwyck Farms, filed on April 20, 2000, and recorded as Instrument No. D200083227 of the Official Public Records of Tarrant County, Texas; and**
- (ii) **The real property described in the AMENDED PLAT TO THE FINAL PLAT OF GLENWYCK FARMS, filed on April 19, 2000, and recorded in Cabinet A, Pages 5814 and 5815, Plat Records, Tarrant County, Texas, as corrected by that certain Affidavit of Correction, filed on May 6, 2011, and recorded as Instrument No, 211107488 in the Official Public Records of Tarrant County, Texas.**