

RESTRICTIVE COVENANT ENFORCEMENT POLICY
for
GRAND OAKS HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Richard Rue, Secretary of Grand Oaks Homeowners Association, Inc. ("Association"), certify that, in the open session of a properly noticed meeting of the Association's Board of Directors ("Board") duly called and held on the 10th day of November, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Restrictive Covenant Enforcement ("Policy") was approved by at least a majority of the Board members in attendance.

RECITALS:

1. Per Texas Property Code, Section 202.004(b), a property owners' association may initiate, defend, or intervene in litigation affecting the enforcement of a restrictive covenant.
2. Article IV, Section 7 of the Declaration authorizes the Association to enforce the Declaration and Association rules and regulations.
3. Article IV, Section 7 of the Declaration also authorizes the Association to levy fines against an Owner for violations of the Restrictive Covenant, subject to compliance with notice requirements imposed by law.
4. Article III, Section 20(i) of the Association's Bylaws authorizes the Board of Directors to enforce, by legal means, the provisions of the Association's Restrictive Covenants.
6. The Association's Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Restrictive Covenants of the Association consistent with Section 209.006 of the Texas Property Code.
6. This Policy supersedes and replaces any previously recorded Restrictive Covenant enforcement policy or similarly named document.

- a. An act constituting a threat to health or safety. A violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.
- b. A "one-off" violation or a Restrictive Covenant violation that is not ongoing;
- c. A noise violation that is not ongoing; and
- d. Holding a garage sale or other event/activity prohibited by the Restrictive Covenant.

If there is reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide how to proceed with enforcing the Restrictive Covenants. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue a violation or an alleged violation of the Restrictive Covenants if the Board, in its reasonable good faith judgment, decides pursuing the violation or alleged violation is not warranted or necessary.

Section 3. Enforcement - Curable Violations. If a violation is curable, the Owner will be given a reasonable period to cure the violation. The time period given to an Owner may vary depending upon the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy/Violation Letter(s) (Optional)** - A courtesy and/or violation letter(s) may be sent to the Owner describing the violation and requesting that the Owner cure the violation. The Association may send more than one courtesy or violation letter. The Association is not required to send a courtesy and/or violation letter.

3.2. **Certified Letter** - Either upon initial discovery of a violation, or after a courtesy or violation letter(s) has been sent, a certified letter may be sent to the Owner. The certified letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The certified letter will be sent to the Owner's last known address as shown in the records of the Association. It is the Owner's obligation to provide the Association with the Owner's current mailing address. The certified letter may, at the Board's discretion, also be sent by any other method that the Board determines will cause the letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's property, the certified letter may be the first letter sent (rather than a courtesy letter and/or a violation letter) as determined by the Board in its sole discretion. The Association may send more than one certified letter.

3.4. **Contents of the Certified Letter.** - The certified letter for a curable violation will include, among other things, the following:

- a. A description of the violation of the Restrictive Covenants;
- b. A date by which the Owner must cure the violation;
- c. Notice that the Owner may request a hearing before the Board of Directors and that such request must be made in writing on or before the 30th day after the date the notice was mailed to the Owner;

- d. Notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty; and
- e. Notice that, if the violation is not corrected in the time frame described in the letter, the Owner will be responsible for all reasonable attorney's fees and other reasonable costs incurred by the Association related to enforcing the Restrictive Covenants.

3.5. **Hearing Requested** - If a hearing is properly requested in writing by the Owner, a hearing will be held in accordance with Texas Property Code Section 209.007.

3.6. **Hearing Not Requested** - If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the certified letter. If authorized by the Restrictive Covenants and/or state law fines, suspension of the right to use the Common Area, and other remedies available to the Association may, if the notice required by law, if any, has been given, be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. **Remedies/Attorney's Fees** - The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended if authorized by the Restrictive Covenants and/or state law.

The Association reserves the right under the Restrictive Covenants and under Texas law to file a suit for the recovery of damages and/or injunctive relief prior to sending and/or without sending a courtesy/violation letter or certified letter.

A notice of violation or similarly named document may also be recorded in the Official Public Records of Real Property of Harris County, Texas any time after the Board determines that a violation exists, or that a violation is believed to exist in the opinion of the Board, on a property under the jurisdiction of the Association.

Section 4. Enforcement - Uncurable Violations. A violation letter(s) may be sent to the Owner. The violation letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The violation letter will be sent to the Owner's last known address as shown in the records of the Association. It is the Owner's obligation to provide the Association with the Owner's current mailing address. The violation letter may, at the Board's discretion, also be sent by any other method that the Board determines will cause the letter to be received by the Owner.

- 4.1. **Content of the Violation Letter** - The letter will include the following:
 - a. A description of the violation of the Restrictive Covenant;

- b. Notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- c. Notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

4.2. Hearing Requested - If a hearing is properly requested in writing by the Owner, the hearing will be held in accordance with Texas Property Code Section 209.007.

4.3. Remedies - Regardless of whether the Owner requests a hearing, the Association exercise other legal remedies to enforce the Restrictive Covenants after mailing the violation letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association as authorized by state law and/or the Restrictive Covenants. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended if authorized by the Restrictive Covenants and/or state law.

The Association reserves the right under the Restrictive Covenants and under Texas law to file a suit for the recovery of damages and/or injunctive relief prior to sending and/or without sending a courtesy/violation letter or certified letter.

A notice of violation or similarly named document may also be recorded in the Official Public Records of Real Property of Harris County, Texas any time after the Board determines that a violation exists, or that a violation is believed to exist in the opinion of the Board, on a property under the jurisdiction of the Association.

Section 5. Fines. In addition to any other remedy allowed by law and if authorized by the Restrictive Covenants and/or state law, the Association may levy a fine(s) for a violation of the Restrictive Covenants. In the event that a fine(s) is levied, any of the violation/notice/demand letters referenced above may include the notice language required by the Texas Property Code related to fines for a violation of the Restrictive Covenants. The Association reserves the right to send a separate fine letter that complies with the requirements of the Texas Property Code. Fines are in addition to, not in lieu of, any other legal remedy that the Association may exercise seeking enforcement of and/or compliance with the Restrictive Covenants.

Section 6. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. If proper notice was given, the Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

Section 7. Self-Help Authority. If authorized by the Declaration or state law, the Association may, in addition to taking any action under this Policy to enforce the Restrictive Covenants, exercise the Association's self-help authority to enter onto the Owner's property and cure the violation(s).

Section 8. Referral of Restrictive Covenant Violation(s) to the Association's Attorney.

Once a letter that complies with the requirements of Texas Property Code Chapter 209 has been sent to an Owner and the complained-of violation(s) has not been corrected, the Association, the Board, an individual Board member (if authorized by the Board), or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing same in the appropriate county records, refer any violation(s) of the Restrictive Covenants to the Association's attorney for an enforcement action. Upon referral of a violation(s) to the Association's attorney, the Association's attorney is authorized to, without further instruction from the Board, take whatever action is necessary to seek enforcement of and/or compliance with the Restrictive Covenants including, but not limited to, sending demand letters, filing a lawsuit against the applicable Owner and/or tenant of the property on which the violation is being conducted or maintained, seeking enforcement of any judgment obtained by the Association related to a violation(s) of the Restrictive Covenants, filing a motion(s) for contempt if necessary, seeking collection of the amounts awarded to the Association in a Restrictive Covenant violation judgment by any means allowed by the Declaration or state law including, but not limited to, foreclosing on the applicable property or on any non-exempt assets of an Owner, and, in the event an Owner is in bankruptcy or files bankruptcy, sending demand letters to the Owner's bankruptcy attorney and/or filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests. Notwithstanding any language to the contrary in this Policy, the Association, the Board, an individual Board member (if authorized by the Board), or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing same in the appropriate county records, also refer any violation(s) of the Restrictive Covenants to the Association's attorney at any time (whether or not a letter that complies with the requirements of Texas Property Code Chapter 209 has been sent) for a temporary restraining order lawsuit and/or temporary injunction lawsuit.

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

GRAND OAKS HOMEOWNERS ASSOCIATION, INC.

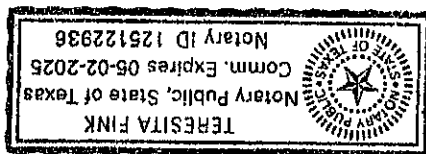
By: 

Printed: Richard Rue
Its: Secretary

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of December, 2021, personally appeared Richard Rue, as Secretary of Grand Oaks Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Teresita Fink
Notary Public in and for the State of Texas

RP-2021-734165

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Pages 24

12/27/2021 11:54 AM

e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$106.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS