



**Deed Restriction Violation Notification and Enforcement Policy  
for  
Woods Edge Section III Neighborhood Committee, Inc.**

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

I, Betty Knott, Secretary of Woods Edge Section III Neighborhood Committee, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 2<sup>nd</sup> day of April, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Deed Restriction Violation Notification and Enforcement Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

WHEREAS, the property encumbered by this Policy is that property restricted by the "First Amended and Restated Restrictions for Woods Edge Section Three" recorded under Clerk's File No. 9063994 of the Official Public Records of Real Property of Fort Bend County, Texas (the "Declaration") and any amendments thereto; and

WHEREAS, the Board of Directors desires to adopt a policy relating to the enforcement of the Declaration or any rules and regulations adopted by the Association or Architectural Control Committee of the Association consistent with Section 209.006 of the Texas Property Code; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted Rules, Regulations and/or Policies addressing the enforcement of Dedicatory Instruments and fees as set forth herein, this Policy shall control.

**WITNESSETH:**

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

**DEDICATORY INSTRUMENT ENFORCEMENT**

In addition to other remedies that may be available to the Association, there are two different types of enforcement procedures that may be followed regarding deed restriction violations. The type of enforcement procedure depends on whether a violation is considered: (1) curable and does not pose a threat to public health or safety, or (2) uncurable and/or poses a threat to public health or safety.

The Board has the authority to make the ultimate determination of whether a violation of the Dedicatory Instruments is curable, uncurable and/or poses a threat to public health or safety. Furthermore, the Board has the authority to make the determination as to which enforcement procedure is followed, if at all. Nothing contained herein, not otherwise required by the Declaration, shall require the Board to take any of the specific actions contained. The Board has

the right, but not the obligation, to evaluate each violation on an individual basis as it, in its sole discretion, deems reasonable.

**A. NOTIFICATION AND ENFORCEMENT OF CURABLE VIOLATIONS (AS DETERMINED BY TEXAS PROPERTY CODE)**

By way of illustration and not limitation, the Texas Property Code lists the following as examples of curable violations:

- parking violation
- maintenance violation
- failure to construct improvements or modifications in accordance with approved plans or specifications
- an ongoing noise violation such as a barking dog, loud music

**1. COURTESY CONTACT (Optional):**

As a courtesy to the Owner, an initial notice of the violation may be given by phone, letter, email, or in person by a member of the Board.

**2. VIOLATION LETTER (Optional):**

If the violation is not corrected within seven (7) days, a "Violation Letter" may be sent via regular mail to the Owner. The Association ~~is~~ not required to send a Violation Letter. If sent, the Violation Letter shall:

- a) Describe the violation(s);
- b) State the action required to correct the violation(s);
- c) Remind the Owner of the need to maintain property and property values, as well as esthetic integrity of the neighborhood;
- d) Advise the Owner of a reasonable time period with date by which the violation(s) must be corrected;
- e) State that if the violation is not corrected within the time provided or if a subsequent violation for a previous or similar violation occurs within 6 months after receiving the Demand Letter, no notice is required and other enforcement action may be taken, including a fee for administrative costs.

**3. DEMAND LETTER (Texas Property Code § 209.006):**

Upon initial verification of a violation or if the violation has not been corrected after the time period listed in the Violation Letter, a second written notice of violation ("Demand Letter") may be sent via Certified US Mail. The Demand Letter may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the association records. Depending on the violation, the Demand Letter may be the first and only written notice sent to the Owner. The severity of the violation and/or the history of previous violations on the Owner's property may determine whether the Demand Letter is the first letter sent, as determined in the sole discretion of the Board. The Demand Letter shall:

- a) Describe the violation(s) and any amount due to the Association;
- b) Inform the Owner that he/she has a reasonable period of time to cure (correct) the violation(s) and avoid legal action;
- c) Specify the date by which the Owner must cure the violation(s);
- d) Inform the Owner of the right to request a hearing before the Board on or before the thirtieth (30<sup>th</sup>) day after the date the Owner was mailed the Demand Letter;

- e) If a hearing is requested by an Owner as described above, then the Board must:
1. Hold a hearing within thirty (30) days from the date of receipt of the Owner's request for a hearing;
  2. Notify the Owner of the date, time and place of the hearing not later than the 10th day before the hearing;
  3. If a postponement of the hearing is requested by either the Board or Owner, it must be granted for a period of not more than ten (10) days and additional postponements may be granted by agreement of the parties;
  4. An Owner or Board Member may make an audio recording of the hearing;
  5. An Owner need not be present in order to hold a hearing.
- f) If no hearing is requested by the Owner, the violation(s) must be cured within the time period set forth in the Demand Letter.
- g) Advise the Owner that he/she may have special rights or relief related to the enforcement action under federal law, including Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 seq.), if the Owner is serving on active military duty.
- h) Advise the Owner that a \$50.00 administrative fee may be charged to the Owner's account to cover time and expenses associated with the Demand Letter, if the violation is not cured by the specified date and following the required thirty (30) day period allowed for a hearing.
- i) If an Owner has a violation within 6 months after receiving a Demand Letter pursuant to the terms set forth above, for a previous, similar violation, the Association may impose an additional \$50.00 Administrative Fee without sending a Demand Letter to the Owner. The fee may accrue as of the first (1<sup>st</sup>) date of the subsequent violation.
- j) Advise the Owner that the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred after the conclusion of a hearing, or, should a hearing not be requested, after the date by which the Owner must request a hearing. Said attorney's fees and costs shall be charged to the Owner's Assessment account. Additionally, the Association may, but is not obligated to exercise its Self Help remedy pursuant to the terms set forth in the Declaration and any costs associated with same shall be the personal obligation of the Owner and are supported by the lien created in the Declaration. Further, rights to access common areas may be suspended.

In addition to charging an administrative fee, the Association reserves its right under any Dedicatory Instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004(c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant. After the conclusion of a hearing, or should a hearing not be requested, after the date by which the Owner must request a hearing, per the Board's direction a matter may be sent to legal counsel for the Association; and

- k) A notice of Dedicatory Instrument Violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**B. PROCESS FOR NOTIFICATION AND ENFORCEMENT REGARDING VIOLATIONS THAT ARE UNCURABLE AND/OR THAT POSE A THREAT TO PUBLIC HEALTH**

It is the sole discretion of the Board to determine whether Owners may be given time to cure violations of the Dedicatory Instruments that are considered uncurable and/or pose a threat to public 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.

As an illustration and not limitation, a violation is considered uncurable if the violation has

occurred, but is not a continuous action or a condition capable of being remedied by affirmative action. The nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

By way of illustration and not limitation, examples of acts considered uncurable are:

- an act constituting a threat to public safety
- a noise violation that is not ongoing
- property damage, including the removal or alteration of landscape
- holding an event prohibited by a Dedicatory Instrument such a Garage Sale if not permitted, a party with ponies or a petting zoo & animal waste is not cleaned/cleared from neighbors' lots or driveways

### 1. DEMAND LETTER (Texas Property Code § 209):

Upon initial verification of an uncurable violation, written notice of violation ("Demand Letter") may be sent via Certified US Mail. It is the sole discretion of the Board to determine if the Demand Letter is the only notice given to the Owner. The Demand Letter shall:

- a) Describe the violation(s) and any amount due to the Association;
- b) Advise the Owner that a \$50.00 administrative fee will be charged to the Owner's account to cover time and expenses associated with the Demand Letter.
- c) Inform the Owner of the right to request a hearing before the Board on or before the thirtieth (30<sup>th</sup>) day after the date the Owner was mailed the Demand Letter;
- d) If a hearing is requested by an Owner as described above, then the Board must:
  1. Hold a hearing within thirty (30) days from the date of receipt of the Owners request for a hearing;
  2. Notify the Owner of the date, time and place of the hearing not later than the 10th day before the hearing;
  3. If a postponement of the hearing is requested by either the Board or Owner, it must be granted for a period of not more than ten (10) days and additional postponements may be granted by agreement of the parties;
  4. An Owner or Board Member may make an audio recording of the hearing; and
  5. An Owner need not be present in order to hold a hearing.
  6. Regardless of whether the Owner chooses to request a hearing, remedies may be implemented by the Association after the mailing of the Demand Letter.
- e) Advise the Owner that he/she may have special rights or relief related to the enforcement action under federal law, including Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 seq.), if the Owner is serving on active military duty.
- f) If an Owner has a violation within six (6) months after receiving a Demand Letter pursuant to the terms set forth above, for a previous, similar violation, the Association may impose a \$50 Administrative Fee without sending a Demand Letter to the Owner. The fee may accrue as of the first (1<sup>st</sup>) date of the subsequent violation.
- g) Advise the Owner that the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred after the conclusion of a hearing, or, should a hearing not be requested, after the date by which the Owner must request a hearing. Said attorney's fees and costs shall be charged to the Owner's Assessment account. Additionally, The Association may, but is not obligated to exercise its Self Help remedy pursuant to the terms set forth in the Declaration and any costs

associated with same shall be the personal obligation of the Owner and are supported by the lien created in the Declaration. Further, rights to access common areas may be suspended.

In addition to charging an administrative fee, the Association reserves its right under any Dedicatory Instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004(c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant. After the conclusion of a hearing, or should a hearing not be requested, after the date by which the Owner must request a hearing, per the Board's direction a matter may be sent to legal counsel for the Association; and

- h) A notice of Dedicatory Instrument Violation may also be recorded in the real property records if the violation is not cured within the specified time frame.
- i) For purposes of this section, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

This instrument will be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by not less than 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 Fort Bend County, Texas.

TO CERTIFY which witness my hand this 11<sup>th</sup> day of April, 2019.

**WOODS EDGE SECTION III NEIGHBORHOOD COMMITTEE, INC.**

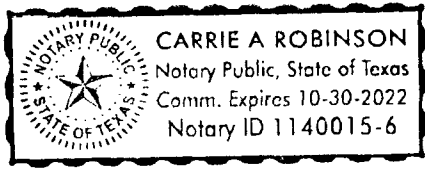
By: Beth M. Knott

Printed: BETH M. Knott

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF FORT BEND   §

BEFORE ME, the undersigned notary public, on this 11<sup>th</sup> day of April, 2019 personally appeared Beth M. Knott, Secretary of Woods Edge Section III Neighborhood Committee, 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.



Carrie A. Robinson  
Notary Public in and for the State of Texas

RETURNED AT COUNTER TO:

Betty Krietz - RAC  
48021 Old Oak Dr.  
Richmond, Tx 77406

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

April 11, 2019 12:33:24 PM

FEE: \$29.00 DP2

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UNRECORDED DOCUMENT