

OAKWOOD GLEN ASSOCIATION, INC.

AMENDED DEED RESTRICTION ENFORCEMENT POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Oakwood Glen Association, Inc., a Texas nonprofit corporation (the "Association"), is the governing entity for Oakwood Glen, Sections 1 and 2, additions in Harris County, Texas according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk's File Nos. E226607, and F238938, respectively, along with any amendments, supplements, and replats thereto (the "Subdivision"); and

WHEREAS, the Subdivision is subject to the Declaration of Covenants, Conditions and Restrictions of Oakwood Glen, Section One, and the Supplemental Declaration of Covenants, Conditions, and Restrictions of Oakwood Glen, Section Two, recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. E624197 and F395956, respectively, along with any amendments and supplements thereto (collectively, the "Declaration"); and

WHEREAS, the Declaration contains restrictive covenants applicable to the Subdivision, and authorizes the Association to enforce the provisions of the Declaration; and

WHEREAS, the Association Deed Restriction Enforcement Policy is recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. 20130270508; and

WHEREAS, the Association desires to amend the provisions of its Deed Restriction Enforcement Policy; and

NOW THEREFORE, in accordance with the foregoing, and as evidenced by the Certification hereto, the Deed Restriction Enforcement Policy is hereby amended to read as follows:

PURPOSE

This policy establishes a uniform methodology for enforcing deed restrictions within the Oakwood Glen Association.

SCOPE

This policy applies to all members of the Oakwood Glen Association, which are subject to the Declaration of Covenants, Conditions and Restrictions for Oakwood Glen, a Subdivision in Harris County, Texas and any Amendments and guidelines thereto.

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REFERENCES

Declaration of Covenants, Conditions & Restrictions for Oakwood Glen Sections One (1) and Two (2), and any amendments thereto.

Oakwood Glen Association By-Laws.

All other governing documents for Oakwood Glen Association, including but not limited to any published rules, regulations, guidelines and resolutions.

Texas Property code Chapter 209- Residential Property Owner's Protection Act.

DEFINITIONS

Deed Restriction: The Architectural Control provisions, maintenance and repair provisions, and use of restrictions provisions in the Declarations of Covenants, Conditions and Restrictions of Oakwood Glen Association Sections One (1) and Two (2), and any amendments thereto

Inspector: A person officially appointed to make inspections and report to designated members of the Oakwood Glen Association Board of Directors, the Architectural Control Committee, or the property management company.

Maintenance: To repair, replace or otherwise return to an operational, functional, and aesthetically pleasing condition.

Violation: An act or condition, willful or not, by property owners or tenants, that causes a property or its improvements to be in non-compliance with the Deed Restrictions of Oakwood Glen Association.

POLICY & PROCEDURES

The policy for enforcement of Deed Restrictions by the Oakwood Glen Association is as follows: Following a Deed Restriction inspection, a resident in violation of the Deed Restrictions shall receive notification of the violation as follows:

Letters from the Association:

First Letter:

Upon identification of a violation, a letter shall be sent via regular mail to notify the owner of the violation of the Deed Restrictions and to request correction of the violation within a reasonable time period. It is the responsibility of the owner to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if additional information regarding the violation is needed or desired.

Second Letter:

Upon a 2nd inspection without resolution, a second letter shall be sent, certified mail return receipt requested, and regular mail, to notify the owner of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This certified letter shall include:

1. A description of the violation.
2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation to avoid suspension, fine, or attorney fees.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date the owner receives the notice.
4. A notice to the owner that the association may suspend an owner's right to use a common area if the violation is not cured.
5. A notice that the owner's account will be charged a fee of \$25.00 (if a homeowner) or \$35.00 (if an absentee property owner) to cover the cost of postage, expenses and labor if the violation still exists upon the next inspection.
6. A notice that states, if a hearing is not requested and the violation is not cured by the next inspection, all attorney fees, reasonable related expenses, and costs incurred by the Association shall be charged to the owner's account.

Third, Reoccurring Violation Letter:

Upon a 3rd or following inspection without resolution, a letter shall be sent regular mail to notify owner of the failure to correct the violation and to request correction of the violation.

This letter will include:

The owner will be advised that a \$25.00 or \$35.00 charge has been assessed to their account to cover postage, expenses and labor.

The letter will further advise that the Association may/can turn the violation over to the Association's attorney, if not corrected, and that all attorney's fees and costs incurred will be charged to the owner's account.

The rights to use certain common areas may/can be suspended. Owner will be advised to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if further information is needed.

Owner will be given the opportunity to be heard at the next regular meeting of the Board of Directors for the Oakwood Glen Association.

Violations Turned Over to the Attorney:

The Board will make a determination as to whether the violating owner is to be turned over to the Association's attorney. The Oakwood Glen Association Board of Directors has the discretion to consider special circumstances applying to the owner.

Attorney Demand Letter:

If the violation is referred to the Association's attorney for a demand letter, the violation will remain on the inspection list until final resolution of the violation. Any and all attorney fees associated with the Demand for violation correction and collection of the associated fees shall be imposed on the owner's account and immediately becomes eligible for collection.

NOTICE AND HEARINGS:

Notice to the Owner's Address:

1. Each property owner is responsible for notifying the Association, in writing, at all times, of any changes in their mailing address.
2. If mail is returned from the property owner's last known address as undeliverable, and the property owner has not notified the Association of his or her current mailing address, then the inspector/Board or his designee has the authority to automatically order a locate search or a title search, **at the owner's expense**.
3. The inspector/Board has authority to order a title search if they believe the ownership of the affected property has changed.
4. Any costs incurred by the Association in determining or attempting to determine the ownership of a property and then locating the owner the property shall become charges due against the owner's lot.
5. Deed Restriction violation enforcement shall not cease solely because notices are returned by the post office.

Board of Directors Hearing:

1. If the property owner requests a hearing in writing within the 30 day period from the date they were given the first notice of their right to request a hearing, the Board of Directors must make arrangements for it to be held no later than thirty (30) days after the date that the Board or the property management company **receives** a written request.

2. The property management company will notify the property owner via first class mail at the property owner's last known address of the date, time, and place for the hearing no later than ten (10) days prior to the hearing date.

3. Either party may request a ten (10) day postponement and additional postponements may be made by mutual agreement.

4. If a hearing is set and the property owner fails to attend, the Board will reach a decision and mail the decision to the property owner at the property owner's last known address via first class mail.

Notice and/or Hearing Provisions Do Not Apply to the Following:

1. Lawsuit Filing: The Notice and Hearing provisions stated herein will not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

2. Temporary Suspension of Right to Use Common Areas: Without notice or hearing, the Board may issue an immediate temporary suspension of a person's right to use a common area if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension will be in place until the board makes a final determination on the suspension action after holding a hearing according to the provisions herein.

Forced Maintenance:

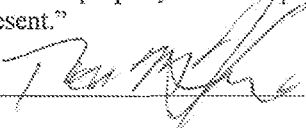
As authorized by the Oakwood Glen Association, the Board of Directors reserve the right to cure the violation, after appropriate notice, and charge the owner for the cost of such work.

Reservations:

The Board reserves the right to make decisions that may deviate from these enforcement policies based on the facts of each individual matter.

CERTIFICATION

"I, the undersigned, being a Director of the Association, hereby certify that the foregoing Regulation was adopted by at least a majority of the Association Directors at a properly noticed open meeting of the Directors at which a quorum was present."

By: 

Print Name: Thomas M. Harris
Thomas M. Harris

Title: President

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STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 18th day of July, 2017,
personally appeared the person whose name is subscribed to the foregoing instrument and
acknowledged to me that they signed it with the authority and for the purposes expressed therein.



Gina Marie Keller
Notary Public, State of Texas

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Pages 7
07/20/2017 10:41 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$36.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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