

**UNIVERSITY PARK PATIO HOMES HOMEOWNERS' ASSOCIATION, INC.
DEED RESTRICTION ENFORCEMENT AND FINE POLICY**

WHEREAS, UNIVERSITY PARK PATIO HOMES HOMEOWNERS' ASSOCIATION, INC. ("Association"), is charged with administering and enforcing those certain covenants, conditions, restrictions, and easements contained in the recorded Declarations for the various sections of the community (referred to collectively as "Deed Restrictions"); and

WHEREAS, the Board is duly authorized to enact this Deed Restriction Enforcement and Fine Policy for UNIVERSITY PARK PATIO HOMES HOMEOWNERS' ASSOCIATION, INC.; and

WHEREAS, pursuant to the Deed Restrictions, the Board of Directors (the "Board") of the Association hereby adopts this Policy in an effort to provide Owners with a better understanding of the process of deed restriction enforcement and fines; and

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

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted regulations and/or policies addressing the enforcement of deed restrictions and fines as set forth herein, this Policy shall control.

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

Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

1. **Curable Violations.** By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:
 - a. Parking violations;
 - b. Maintenance violations;
 - c. The failure to construct improvements or modifications in accordance with approved plans and specifications; and
 - d. Ongoing noise violations (i.e. dog barking)

2. **Uncurable violations.** A violation that has occurred, but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:
 - a. Acts constituting a threat to health or safety;
 - b. Discharging fireworks;

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- c. Noise violations that are not ongoing; and
- d. Holding a garage sale or other event prohibited by the Governing Documents.

3. **Violations that are a Threat to Public Health or Safety.** A violation that could materially affect the physical health or safety of an ordinary resident.

Deed Restriction Enforcement for Curable Violations. Owner(s) will be given a reasonable time to cure violations, unless otherwise specified in the Deed Restrictions. The time-period given may vary depending on the difficulty, planning, and expense associated with rectifying the violation. The time-period determined is the sole discretion of the Board. Additionally, the Board may, at its own discretion, take into consideration the specific circumstances and the overall effect of the violation to the community when determining the time-period to cure, but in no event shall the Association be required to consider such factors. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board, which the Board may approve or deny in their sole discretion.

1. **Initial Demand Letter.** Upon verification of a violation, an Initial Demand Letter will be sent under Texas Property Code, Section 209. This letter will be sent postage prepaid, via U.S. regular mail and certified mail, return receipt requested. The demand letter will state:
 - a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine, and any amount due to the Association;
 - b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge, or fine;
 - c. a specific date, which must be a reasonable period given the nature of the violation, by which the owner must cure the violation;
 - d. notice that the Owner may request a hearing before the Board of Directors;
 - e. 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.
2. **Second Demand Letter.** Upon expiration of the Initial Demand Letter, if the violation remains uncorrected, the Association will send a second demand letter stating a description of the violation, action needed for compliance, and a 10-day time-period to cure. This letter will be sent postage prepaid, via U.S. regular mail and will incur a fine of \$25.00.
3. **Final Demand Letter.** Upon expiration of the Second Demand Letter, if the violation remains uncorrected, the Association will send a final demand letter stating a description of the violation and action needed for compliance, and a 30-day time-period to cure. This letter will be sent postage prepaid, via U.S. regular mail and will incur a fine of \$25.00.

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4. **Referral to Legal Counsel.** Upon expiration of the Final Demand Letter, if compliance is not obtained, the Association may refer the account to legal counsel. The Owner shall be responsible for all attorney's fees incurred as a result of the deed restriction enforcement efforts. The Association reserves its right, under any Dedicatory Instrument and under Texas law, to file a lawsuit for damages and injunctive relief. Pursuant to Section 202.004(c) of the Texas Property Code, a court in such lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant.

Deed Restriction Enforcement for Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.

1. **Initial Notice Letter.** Upon verification of an uncurable violation or violation that poses a threat to public health or safety, an Initial Notice Letter will be sent under Texas Property Code, Section 209 and uncurable violations may incur a fee of \$25.00. This letter will be sent postage prepaid, via U.S. regular mail and certified mail, return receipt requested. The demand letter will state:
 - a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine, and any amount due to the Association;
 - b. notice that the Owner may request a hearing before the Board of Directors;
 - c. 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.
2. **Additional Notice Letters.** If the violation continues, the Association will send additional notice letters, as needed, stating a description of the violation and a demand that the violation cease. These letters will be sent postage prepaid, via U.S. regular mail and will incur a fine of \$25.00.
5. **Referral to Legal Counsel.** The Association may refer the account to legal counsel, in their sole discretion, for any violations not remedied under this section. The Owner shall be responsible for all attorney's fees incurred as a result of the deed restriction enforcement efforts. The Association reserves its right, under any Dedicatory Instrument and under Texas law, to file a lawsuit for damages and injunctive relief. Pursuant to Section 202.004(c) of the Texas Property Code, a court in such lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant.

Right to Request Hearing. In accordance with Section 209.007 of the Texas Property Code, upon notice of a violation, an Owner may request a hearing before the Board or designated committee. Such request must be made in writing on or before the 30th day after the date of the notice. If the hearing is to be held before a designated committee, the Owner may appeal the decision to the Board upon written notice to the Board.

1. **Timing and Notice of Hearing.** If requested, a hearing shall be held not later than the 30th day after the date the Board receives the Owner's written request for a hearing. Notification of the date, time, and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by the Board or the Owner, it must be granted for a period of not more than ten (10) days. Any additional postponements may be granted by agreement of the parties.
2. **Hearing not Requested.** If an Owner chooses not to request a hearing, the violation(s) must be cured within the timeframe set forth in the Demand Letter. Fines and other remedies available to the Association may be implemented after the expiration of the 30-day timeframe provided to the Owner to request a hearing.
3. **Active Military Duty.** An Owner may have special rights or relief 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.

Remedies. Fines, suspension of the right to use the common areas, and other remedies available to the Association may be implemented after mailing the second demand letter for curable violations and the initial notice letter for incurable violations. The owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. A notice of violation may also be recorded in the real property records should the violation not be cured within the specified timeframe.

Subsequent Similar Violations. If an Owner has a violation within six (6) months of being sent an Initial Demand Letter for a previous, similar violation, the Board may implement fines for the subsequent violation without sending another Initial Demand Letter to the Owner.

Case-by-Case Basis. Nothing contained herein, not otherwise required by the Deed Restrictions, shall require the Board to take any of the specific action contained herein. The Board shall have the right, but not the obligation, to evaluate each deed restriction violation on a case-by-case basis as it, in its best judgement, deems reasonable.

Fines. After the expiration of the Initial Demand Letter, if no hearing is requested, the Association is authorized to impose fines for violations of any provisions of the Dedicatory Instruments governing the sections University Park Patio Homes. If the violation is an incurable violation, the fine may accrue as of the date the initial notice letter is sent. If the violation is a similar subsequent violation of one that has occurred within the previous six (6) months, the fine may accrue as of the first date of the subsequent violation. Fines against an Owner will be assessed against the Owner's Lot. The Owner will be responsible for the actions of all residents, guests, and invitees of the Owner and any fines against such residents, guests, and invitees will also be assessed against the Owner's Lot.

The foregoing Deed Restriction Enforcement and Fine Policy was approved by a majority vote of the Board of Directors at which a quorum was present, and now appears in the books and records of the Association. This Policy is effective upon recordation in the Public Records of Harris

County, Texas, and supersedes any policy regarding Dccd Restriction Enforcement and Fines which may have previously been in effect.

The above resolution was unanimously adopted on this 29th day of October, 2024, by the Board of Directors of UNIVERSITY PARK PATIO HOMES HOMEOWNERS' ASSOCIATION, INC.

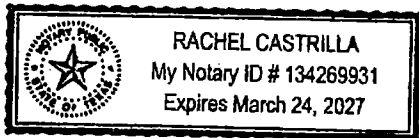
Elizabeth S. Louis

Director of University **Park** Patio Homes HOA

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Elizabeth Louis, Director of UNIVERSITY PARK PATIO HOMES HOMEOWNERS' ASSOCIATION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 29th day of October, 2024.



Rachel Castilla

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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Pages 6
10/30/2024 12:47 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$41.00

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

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