

**SAN JOAQUIN PARKWAY HOMEOWNERS ASSOCIATION  
DEED RESTRICTION ENFORCEMENT POLICY**

**PURPOSE**

To adopt a policy which addresses the uniform enforcement of deed restrictions by San Joaquin Parkway Homeowners Association.

**SCOPE**

This policy applies to all members of the San Joaquin Parkway Homeowners Association, and all Lots which are subject to the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by San Joaquin Parkway Homeowners Association (collectively referred to as “the Declarations”)

**REFERENCE (S)**

The aforementioned Declarations  
The Association’s Bylaws  
The Articles of Incorporation for the Association  
And all other governing documents for the Association, including but not limited to any published rules, regulations, guidelines, and resolutions.

**Definitions**

Courtesy Letter: A letter sent to the owner and tenant (if applicable) to create an awareness of an alleged violation of the Deed Restrictions.

Deed Restriction: As used herein, the term “deed restriction” is intended to include the architectural control provisions and the use restrictions as set forth within the Declarations

Inspector: A person officially appointed to make inspections and report to the Board of Directors, who includes the property manager or her designee, any member of the Association’s Board of Directors. An inspector as defined herein must verify all alleged violations.

Maintenance: To repair or replace to an operable, functional and aesthetically pleasing condition.

Violation: Any act or condition, or lack of maintenance, willful or not, by property owner or tenant that causes a property or its improvements to be in noncompliance with the Deed Restrictions.

**POLICY**

The policy for the enforcement of deed restrictions by the Association as is follows:

- I. Owner's Address: Each owner shall notify the Association in writing, at all times, of his/her current mailing address. Inspector or his/her designee has the authority to automatically order a title search at owners costs whenever mail sent by the Inspector or his/her designee to an owner is returned by the post office as undeliverable or if the Inspector or his/her designee believes or has good reason to believe that ownership has changed. Any costs incurred by the Association in determining or attempting to determine ownership of the property or locating or attempting to locate the owner, and caused by failure of the owner to advise the Association of his/her mailing address, shall become charges due against the owner's account and charges against the owner's lot. Deed restriction violation enforcement shall not cease solely because notices are returned by the post office. The failure of an owner or tenant (if applicable) to receive notice(s) shall not waive or negate any requirement to comply with the restrictions or any charges due.
- II. Notification: Following a deed restriction inspection and observation of a violation, a resident in violation of the deed restrictions shall receive notification of the violation as follows:

- A. Courtesy & First Letter

Upon inspection and observation of the violation, a letter shall be sent via regular mail to notify owner and tenant (if applicable) of the violation of the deed restrictions and to request correction of the violation. Owner and tenant (if applicable) shall be advised that further correspondence from the association with respect to the violation will result in an administrative charge of no more than \$50.00 to be applied to his/her account.

Owner and tenant (if applicable) shall be advised to notify the Association if extenuating circumstances exists, if additional time to correct the violation is necessary, or if further information is needed. Owner and tenant (if applicable) will be given an opportunity to be heard at the next regular meeting of the Board of Directors.

In the unusual circumstances that the association seeks an injunction to prohibit a violation of the Declarations by an owner or tenant (if applicable) and the association needs immediate relief otherwise it will suffer irreparable harm, the association may file suit for a temporary and/or permanent injunction without any further notice to the owner or tenant (if applicable). In the event an injunction is a possible remedy, the association attorney may send the first letter to owner or tenant (if applicable).

- B. Second Letter:

Upon subsequent inspection and observation of the violation, a letter shall be sent, certified return receipt requested and regular mail, to notify owner and tenant (if applicable) of the failure to correct the violation and to request correction of violation. The owner and tenant (if applicable) will be advised that this second letter resulted in the imposition of a charge no more than \$50.00 to his/her account, and advised that it is the intent of the association to turn the violation over to the association attorney if not corrected. In accordance with the Texas Property Code, a charge of no more than \$50.00 is applied to the violator's account, and as required, a statement of the charge (Cost Recovery Statement) will be mailed to the property owner at the last known address reflected on the association records. The owner will also be advised of the fact that all legal fees and related expenses will be charged back to the owner, in the event the matter is eventually referred to legal counsel.

Owner and tenant (if applicable) will be advised to notify the Association if extenuating circumstances exist, if additional time to correct is necessary, or if further information is

needed. Owner and tenant (if applicable) will be given opportunity to be heard at the next regular meeting of the Board of Directors.

Third Letter:

A third letter is optional, at the Board's discretion. The charge for the third letter shall be \$10.00 per letter, which amount may be adjusted from time to time by the Board. Such third letter shall also serve to notify the owner of the failure to correct the violation and to request correction of violation, and that it is the intent of the association to turn the violation over to the association attorney if not corrected. The owner will again be advised of the fact that all legal fees and related expenses will be charged back to the owner, in the event the matter is eventually referred to legal counsel. As an option, and within the sole discretion of the Board of Directors, the association (and/or the Board) may bring an action in Justice Court or Small Claims Court, therein to seek judgment against an owner who is determined to be in violation of any deed restriction, restrictive covenant, guideline, rule, policy or other governing document pertaining to the subdivision. In such instance, the association may seek monetary damages, civil damages, and such other relief as the court may deem appropriate.

C. Board

Upon subsequent inspection and observation of the violation, a photograph of the violation will be taken. The Board will make a determination no later than the next regular Board meeting whether to refer the violation to the association attorney for a demand letter. The Board has the discretion to consider special circumstances applying to owner or tenant (if applicable)

D. Demand Letter

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. A photograph may be taken of the violation on any inspection thereafter, if required by the association attorney.

Once the Board has referred the violation to an attorney, all communications and correspondence shall be directed to the attorney. No owner or tenant (if applicable) shall communicate about the violation directly with the Board of Directors or the manager(s) for the association once the Board of Directors has referred the file to the attorney for enforcement.

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 become eligible for collection.

III. Recurring Violator: The Board has the discretion to proceed to the SECOND LETTER or DEMAND LETTER if an owner or tenant (if applicable) violates the same restriction within a six (6) month period.

IV. Forced Mowing As authorized by the Declarations, the Association reserves the right to cure the violations as it relates to yard maintenance, after appropriate notice, and to charge the owner for the cost of such work.

Approved and adopted by the Board on this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Signature  
Position \_\_\_\_\_  
San Joaquin Parkway Homeowners Association

STATE OF TEXAS                    §  
  §  
COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_ (position) of San Joaquin Parkway Homeowners Association, a Texas non-  
profit corporation, 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 entity for the purpose  
and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name