

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HOMEOWNER'S ASSOCIATION OF AUSTIN PARK INC.'s
AMENDED DEED RESTRICTION ENFORCEMENT AND FINE POLICY**

WHEREAS, at a meeting of the Board of Directors (the "Board") of the HOMEOWNER'S ASSOCIATION OF AUSTIN PARK INC. ("Association"), said meeting being properly called and a quorum being present, came to e heard the matter of amending the prior deed restriction policy recorded under Clerk's File No. 2007017300 in the Real Property Records of Galveston County, Texas;

WHEREAS, Pursuant to Article VI, Section M, of the Declaration, the Board of Directors has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Austin Park, recorded under Clerk's File No. 2005005739 in the Real Property Records of Galveston County, Texas (referred to as the "Declaration");

WHEREAS, Pursuant to Article XV, Section F, of the Declaration, the Board of Directors has the authority to set and levy fines for violations of the of the covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Austin Park; 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 capitalized 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.

DEED RESTRICTION ENFORCEMENT: Upon a violation of any provision of the Declaration, the Bylaws, any rules and regulations (as any of the forgoing may be amended from time to time), and any instruments governing the administration or operation of the Homeowners' Association of Austin Park, Inc. *the Dedicatory Instruments"), the following actions may be taken by, on behalf of or at the direction of the Board of Directors of the HOMEOWNER'S ASSOCIATION OF AUSTIN PARK INC. ("Association").

COURTESY LETTER: Upon verification of a violation, the board may send or cause to be sent a courtesy warning in the form of a written notice sent via regular mail describing the deed restrictions violation and giving the owner a reasonable period of time to cure the violation. The cure period will generally be ten (10) days from the date of the letter. However, the cure period may be determined in relation to the difficulty, planning and expense associated with rectifying the

violation. Such cure period is flexible and shall be determined in the sole discretion of the Board. If the owner fails to cure the violation after warning is sent, the Board shall then determine the next step to take in the relation of the severity of the violation. 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 in their sole discretion.

DEMAND LETTER: Upon initial verification of a violation, or after the expiration of the time period stated in the Courtesy Letter, if one is sent, a Texas Property Code. Section 209 Demand Letter may be sent to the Owner. This letter will be sent postage prepaid, via U.S. regular mail and certified mail, return receipt requested. Depending on the severity of the violation and/or the history of previous violations on the Owner's property, this may be the first letter sent (rather than a Courtesy Letter) as determined at the sole discretion of the Board. The Demand Letter will state:

1. **Violation:** A description of the deed restriction violation(s), the action required to correct the violations(s), the proposed charge or fine and any amount due the Association;
2. **Right to Request Hearing:** In accordance with Section 209.007 of the Texas Property Code, Owner may request a hearing before the Board or designated committee, such request to be made in writing on or before the 30th day after the date of the notice, and if the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board;
3. **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 either 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;
4. **Hearing not Requested - Timeframe to Cure Violation(s):** If Owner chooses not to request a hearing, the violation(s) must be cured within the timeframe set forth in the Texas Property Code, Section 209 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;
5. **Active Military Duty:** 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;
6. **Association Remedies:** Owner shall be 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, 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 Owner(s) as a Special/Violation Assessment. In addition to charging fines, 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**; and

7. **Certificate of Non-Compliance:** A Certificate of Non-Compliance may be recorded in the Galveston County Real Property Records should the violation not be cured within the specified time frame.

SUBSEQUENT SIMILAR VIOLATIONS: If an Owner has a violation within six (6) months after being sent a Texas Property Code, Section 209 Demand Letter for a previous, similar violation, the Board may implement fines for the subsequent violation without sending another Texas Property Code, Section 209 Demand Letter to 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 actions 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 judgment, deems reasonable.

FINES: After a Texas Property Code, Section 209 Demand Letter (if required) has been sent to the Owner pursuant to the terms set forth above, the Association, acting through the Board, is authorized to impose fines according to the schedule for violations of any provisions of the Dedicatory Instrument governing the HOMEOWNER'S ASSOCIATION OF AUSTIN PARK INC. ("Association"), as set forth below. Fines may be levied upon observance of a violation and may continue until the violation is corrected. These categories are for reference only and may apply to other situations. Fine amounts may be increased at the discretion of Association. All fines are per item and many are also subject to daily or monthly fines. After three months of fining, the fine is doubled. The account is then sent to the attorney's office for legal action. Payment of fine amount does not grant a variance for the violation. All violations must be corrected to achieve compliance. If there is a subsequent violation of the same rule, the fine amount will double with each subsequent violation.

Lawn/Landscaping		FINE AMOUNT
Lawns	Lawn maintenance (mowing, edging, weeding, pruning trees, trimming shrubs, fertilizing, watering, treating disease, removing and replacing dead or missing landscaping with same size and type)	\$100
Borders	Exposed holes on bricks or improperly maintained landscape borders	\$150
Maintain/Repair Home		
Driveways/Sidewalks/ etc.	Broken driveways, walkways, sidewalks, etc.	\$125
Major Home Repair	Major home repairs (including rotting wood, exterior paint, roof replacement, broken windows, damaged front door, etc.)	\$125
Mildew	Mildew on property, home, garage, etc.	\$100
Minor & Other Home Repairs	Other home repairs (including sagging gutters, damaged garage door, fence and gate repair, repair address lighted sign, etc.)	\$100
Other		
Business in Home	Operating a business out of the home	\$200
Embellishments	Decorative embellishments (statues, sculptures, furniture, etc.) placed in public view without approval	\$50
Holiday Decorations	Holiday Decorations - left up after the holiday	\$50

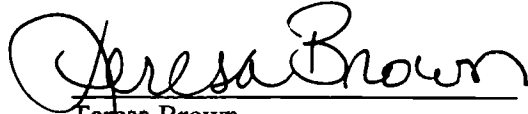
Lights	Unapproved exterior lights, or light spilling onto adjacent properties	\$50
Livestock	Livestock or poultry kept on property	\$200
Signage	Signage (contractor, garage sale, estate sales, bandit signs, multiple "For Sale" and unapproved "Open House")	\$50
Trash	Trash cans, recycle bins, lawn bags, and newspapers left in public view on days other than designated pick-up days	\$50
Unauthorized Vehicles	Property/street used for storage of unauthorized vehicles or other items (boats, vehicles, trailers, basketball goals, etc.)	\$200
Parking	Vehicles parked in the grass	\$175
Modification Approvals		
Landscaping before Approval	Landscaping and/or fencing or gates installed before final approval	\$150
Modification Not to Plan	Modification not in accordance with approved plans	\$200
Major Modifications Without Approval (Class 1)	Major modifications, outdoor improvements, and/or alterations (pools, room additions, sun rooms, outdoor recreational buildings, vinyl siding, unapproved paint colors, roof replacement, etc.) made to the property without prior approval from ACC or built before plans are approved.	\$200
Minor Modifications Without Approval (Class 2)	Other modifications or alterations made to the property without approval from ACC (basketball goal, landscape borders, solar screens, storm doors, patio cover, swing sets and forts, etc.)	\$150

Fines for Violations of the Dedicatory Instruments Affecting the Use and Enjoyment of Other Owners:

- a. For violations of the Dedicatory Instrument affecting the use and enjoyment of Other Owners, the Board may set the amount of the fine as it reasonably relates to the violation of the Dedicatory Instruments and the number of Other Owners affected by the violation.
- b. Each day that such violation continues may be considered to be a new violation.
- c. The Association, acting through its Board is hereby authorized to impose lesser fines or no fine at all for violation of the Dedicatory Instruments of the Association as determined by the Board in its sole discretion.
- d. 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, guest 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 Galveston County, Texas and supersedes any policy regarding Deed Restriction Enforcement and Fines which may have previously been in effect.

2023 The above resolution was unanimously adopted on this 16th day of October 2022 by the Board of Directors of HOMEOWNER'S ASSOCIATION OF AUSTIN PARK INC.

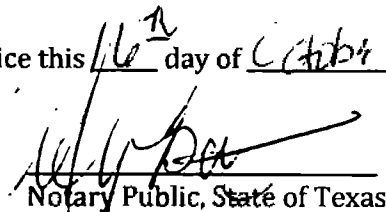


Teresa Brown,
President
HOMEOWNER'S ASSOCIATION OF
AUSTIN PARK INC.

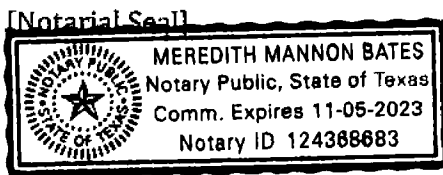
STATE OF TEXAS §
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COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Teresa Brown, President of HOMEOWNER'S ASSOCIATION OF AUSTIN PARK INC., a Texas 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 corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 16th day of October 2022.


Notary Public, State of Texas

Meredith Mannon Bates
Printed Name



My commission expires: 11.5.2023

FILED AND RECORDED

Instrument Number: 2023049092

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 10/16/2023 10:54AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink, reading "Dwight D. Sullivan". The signature is fluid and cursive, with a large, sweeping "S" at the end.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*