



SUNEAGLE BAY PROPERTY OWNERS ASSOCIATION

BOARD RESOLUTION NO. 8

PROPERTY MAINTENANCE INTERPRETATION POLICY

(Article 12 – Lot Maintenance and Storage)

WHEREAS, Article 12 of the Sun Eagle Bay Deed Restrictions requires that lots be maintained in a condition that is not unsightly and prohibits the use of lots as dumping grounds for boxes, rubbish, household trash, or unused building materials; and

WHEREAS, certain terms within Article 12 are not specifically defined within the Deed Restrictions and require reasonable interpretation for consistent enforcement; and

WHEREAS, the Board of Directors has authority to interpret the governing documents to ensure fair, consistent, and uniform enforcement;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors adopts the following Property Maintenance Interpretation Policy:

1. General Maintenance Standard

Lots must be maintained in a reasonably clean and orderly condition to avoid creating an unsightly appearance or a nuisance within the community.

2. Tall Grass and Weeds

Grass, weeds, and vegetation must be maintained so the property does not appear neglected or overgrown.

3. Debris and Rubbish

Lots may not be used for the storage or dumping of debris or rubbish, including but not limited to:

- scrap building materials
- broken furniture or appliances
- tires or discarded equipment
- construction debris
- boxes or discarded containers
- household trash left outdoors

Items that appear abandoned or stored outdoors long-term may be considered debris.

4. Inoperative Vehicles

Lots may not be used for storage of inoperative vehicles, including but not limited to:

- automobiles
- boats
- travel trailers
- motorhomes
- golf carts

An inoperative vehicle generally includes vehicles that cannot be driven, are missing parts, or appear abandoned.

5. Damaged Structures and Improvements

Structures and improvements, including fences, decks, porches, railings, and outbuildings, must be maintained in safe and presentable condition.

Structures that are collapsing, deteriorated, broken, or unsafe may be considered a violation.

6. Tarps and Outdoor Coverings

Tarps may be used for temporary weather protection.

Long-term use of tarps to cover items or debris that creates an unsightly condition may be considered a violation.

7. Composting and Yard Debris

Composting of natural yard or garden materials is permitted when properly maintained.

Compost piles that contain garbage, produce odors, attract pests, or create an unsightly condition may be considered a violation.

8. Fallen Leaves

Natural seasonal leaf accumulation is not considered a violation.

Large piles of yard debris left long-term may be considered an unsightly condition.

9. Outdoor Appliances

Outdoor appliances are permitted only when located under a covered awning as required by the Deed Restrictions.

10. Long-Term Conditions

A condition remaining on a lot for more than **thirty (30) consecutive days** without active use or repair may be considered long-term outdoor storage or an unsightly condition.

Temporary conditions may be permitted when reasonable progress toward correction is evident.

11. Inspection Authority

The Board of Directors or its representatives may conduct visual inspections from roadways, common areas, or other lawful vantage points.

Entry onto private property shall only occur when authorized by the Deed Restrictions or applicable law.

12. Burden of Compliance

Property owners are responsible for maintaining their property in compliance with the Deed Restrictions.

Owners may be required to demonstrate that a condition is temporary or actively being corrected.

13. Consistent Enforcement

The Association shall enforce Article 12 in a **fair, consistent, and non-discriminatory manner**.

The existence of a violation on one property shall **not prevent or limit enforcement against another property**, and the Association's decision not to pursue a violation at any given time shall **not constitute waiver or selective enforcement**.

14. Board Discretion

The Board may exercise reasonable discretion when interpreting and enforcing Article 12, including consideration of:

- nature of the condition
- duration
- impact
- seasonal or part-time occupancy

15. Self-Help Authority

Where authorized by the Deed Restrictions, the Association may take reasonable action to correct violations if not cured after notice, including:

- mowing or clearing vegetation
- removal of debris or rubbish
- securing unsafe conditions

Costs may be charged to the property owner as permitted by governing documents and Texas law.

16. No Waiver / No Grandfathering

Failure to enforce any provision shall not constitute waiver.

No condition shall be considered approved or grandfathered due to prior existence or lack of enforcement.

17. Enforcement Procedure

The Association may follow a structured enforcement process:

1. Courtesy Notice (when practical)
2. Formal Violation Notice
3. Opportunity for Hearing
4. Final Enforcement

All actions shall comply with Texas Property Code Chapter 209.

18. Severability and Governing Law

If any provision of this Resolution is held invalid, the remaining provisions shall remain in effect.

This Resolution shall be governed by the laws of the State of Texas.

19. Non-Amendment

This policy is intended to clarify the Board's interpretation of Article 12 and **does not amend, modify, or replace the Deed Restrictions.**

RESOLVED FURTHER

This resolution shall be included in the official policy records of the Association and remain in effect until modified or repealed by the Board.

ADOPTED

This **21st day of March 2026**, by majority vote of the Board of Directors.

BOARD VOTE

Directors Voting in Favor: 4

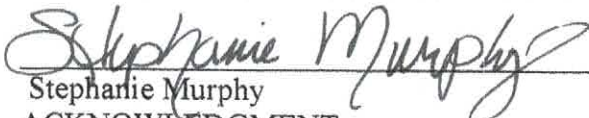
Directors Opposed: 0

Abstentions: 0

Motion Passed

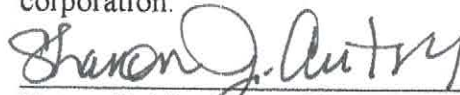
EXECUTED this 21st day of March 2026.

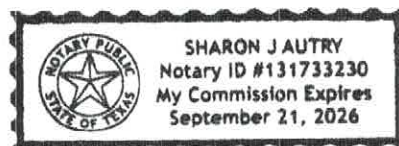
SUN EAGLE BAY OWNERS ASSOCIATION


Stephanie Murphy
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WOOD

This instrument was acknowledged before me on the 21st day of March 2026, by Stephanie Murphy, President, of SunEagle Bay Owners Association, a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas
My Commission Expires Sept 21, 2026



Return to: SunEagle Bay Owners Assoc. 550 CR 1977, A-1, Yantis, TX 75497