

# Land's End Homeowner Association

## **POLICY RESOLUTION NUMBER 1**

### **CREATION AND USE OF RESOLUTIONS**

WHEREAS, Article VI Section 6.24 Enforcement, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") gives the Homeowners' Association (the "Association") power to adopt rules and regulations as may be necessary to carry out the intent of the deed restrictions; and

WHEREAS, Article VIII Section 8.6 Rules and Regulations, of the Declaration authorizes the Association to adopt rules and regulations regarding the use of the Common Areas; and

WHEREAS, in order to exercise its powers and duties as efficiently and effectively as possible, a systematic procedure to reach, record, promulgate, maintain, and administer far-reaching, precedent-setting actions and decisions is needed; and

WHEREAS, the Board of Directors (the "Board") desires that these procedures be fully open and readily accessible to the Association members;

NOW, THEREFORE, BE IT RESOLVED THAT the Board shall establish a process of creating and adopting Rules and Regulations as follows:

1. When the Board deems appropriate, it shall create one or both of the following types of Resolutions in a format that conforms to the Model Resolution attached:
  - POLICY RESOLUTIONS which specifically relate to the long-term governance of the Association, including but not limited to actions affecting members' rights of enjoyment, members' obligations, and the protection of the equity of the Association and its members, or
  - ADMINISTRATIVE RESOLUTIONS which deal with the internal structure and operation of the Association, including but not limited to responsibilities of committees, financial procedures, and administration of policies and rules.
2. When a need is identified by the Board, it shall cause a "draft" Resolution to be created, which shall be circulated to Association members via e-mail or fax for review and comment. Members not having access to e-mail or fax may request US mail delivery.
3. Based upon the comments received on the "draft", the Resolution shall be revised, if appropriate, and if a major revision, then recirculated to Association members. The Board shall then vote to approve or disapprove the proposed Resolution. Once adopted the Resolution shall be enforceable by the Board within the mandate of the Board's powers and duties to adopt and administer Rules and Regulations of the Association.
4. A book of Resolutions adopted by the Board shall be maintained by the Secretary, who shall provide a copy of each Resolution to all Association members.

ATTEST:

3-4-02

Date

  
\_\_\_\_\_  
President

# Land's End Homeowner Association

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ATTACHMENT

MODEL RESOLUTION FORMAT

## Land's End Homeowner Association

(Type: POLICY or ADMINISTRATIVE) RESOLUTION NUMBER

(Name of Resolution)

WHEREAS, (One or more paragraphs providing the AUTHORITY for this RESOLUTION)

NOW, THEREFORE, BE IT RESOLVED THAT (One or more paragraphs describing the SPECIFICATIONS or ACTIONS that are the results of this RESOLUTION)

ATTEST:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
President of the Association

# Land's End Homeowner Association

## **POLICY RESOLUTION NUMBER 2**

### **RULES ENFORCEMENT POLICY**

WHEREAS, Article VI Section 6.24 Enforcement, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") gives the Homeowners' Association (the "Association") power to adopt rules and regulations as may be necessary to carry out the intent of the deed restrictions, and the right to levy fines and bring lawsuits to enforce these Rules and the Declaration; and

WHEREAS, Title XI Chapter 202.004 Enforcement of Restrictive Covenants, of the Texas Property Code presumes reasonable the exercise of discretionary authority by the Association when properly administered; and

WHEREAS, the Board of Directors (the "Board") desires to create an enforcement process that complies with all laws, provides ample opportunity for compliance, and is administered in a fair, equitable and uniform manner;

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures will be followed whenever a violation of these Rules and/or the Declaration is believed to exist:

1. The individual Owner or Board member who observes a perceived violation or has a complaint against another Owner is first required to call attention to the perceived violation with the responsible Owner and attempt to agree on a course of corrective action and a date by which the corrective action will be completed. The complaining Owner must make note of contact date and agreed upon corrective action and completion date.
2. If the involved Owners cannot agree that a violation has occurred, or cannot agree on a course of corrective action, or the agreed upon corrective action was not completed by the agreed date, a signed written complaint may be filed with the Board stating the Rule or Restriction violated and the failure of Step 1, above, to correct the violation. The Board will not accept verbal complaints.
3. If the Board determines a violation does exist, the Board will issue a courtesy written notice to the responsible Owner detailing the violation and providing a reasonable time frame for the responsible Owner to correct the violation.
4. If the violation is not corrected within the time prescribed in the courtesy notice, the Owner will be mailed a certified notice with return receipt outlining the following:
  - A description of the violation as basis for a fine and the amount of fine to be imposed
  - A reference to the prior contact and courtesy notice
  - Notice that the Owner in violation will be responsible for attorney fees if legal action becomes necessary for injunctive relief or to correct the violation
  - Notice that the responsible Owner has 30 days from receipt of the certified notice to either,
    - (a) correct the violation and avoid the fine and legal action, or
    - (b) request in writing a hearing before the Board

# Land's End Homeowner Association

5. If a hearing before the Board is not requested or if the violation is upheld by the Board at the hearing, and the violation still exists, a fine of \$100 plus \$10 per day will be imposed until the violation is corrected, beginning on the 31<sup>st</sup> day after the certified notice in Step 4, above, was received.
6. If the violation has not been corrected, approximately 30 days after a fine has been imposed the Owner will be sent a second certified notice with return receipt to include the following:
  - A review of the violation, of prior communications, the fine imposed, the amount currently due, and a date certain to pay the fine and correct the violation to avoid further action by the Board. (Date certain to be 30 days from receipt of second certified notice.)
  - Notice that the Board has the right to enter upon the property and take any action it deems appropriate to correct the violation and assess the costs of it's actions to the Owner, and the Board's intention to do so, where practical.
  - Notice that legal action is imminent; that the Board may seek the recovery of damages or injunctive relief, or both, and that all costs will be assessed to the Owner including attorney fees.
7. Approximately 30 days from the second certified notice the Board shall institute such legal action as it deems appropriate.
8. Enforcement for a similar violation by the same Owner that occurred within the preceding six months does not require advance notices and enforcement will begin at Step 5, above.

BE IT FURTHER RESOLVED THAT in any circumstance where the removal of trees larger than 6" diameter or where the construction of any structure has commenced, or where such action appears imminent, prior to receiving written approval from the Architectural Control Committee, the Owner and contractor will be asked to stop and obtain the required approval before proceeding. Should the Owner proceed without written approval after being asked to stop, the Board may immediately seek an injunction and all associated legal costs will be assessed to the Owner.

ATTEST:

3-4-02  
(Date)

  
\_\_\_\_\_  
President of the Association

# Land's End Homeowner Association

## **POLICY RESOLUTION NUMBER 3**

### **MAILBOX STANDARDS**

WHEREAS, Article XIII Section 8.6 Rules and Regulations, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") authorizes the Homeowner's Association (the "Association") to adopt rules and regulations regarding use of the Common Areas, of which roadways are included; and

WHEREAS, Article VI Section 6.7 Mailboxes, of the Declaration specifically authorizes the Architectural Control Committee (the "ACC") to establish standards for mailboxes; and

WHEREAS, the ACC desires to formalize the criteria already in use for approving the structures housing mailboxes, desires to bring all existing mailboxes into conformity with these standards, and also desires to assist emergency vehicles in locating residences;

NOW, THEREFORE, BE IT RESOLVED THAT the following standards will apply to all mailbox structures located within Land's End:

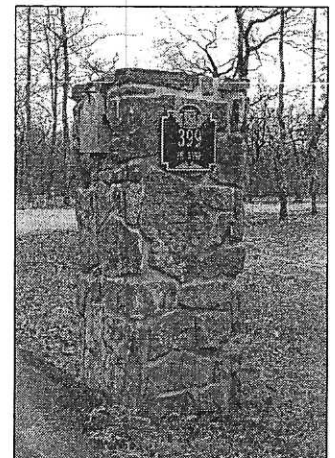
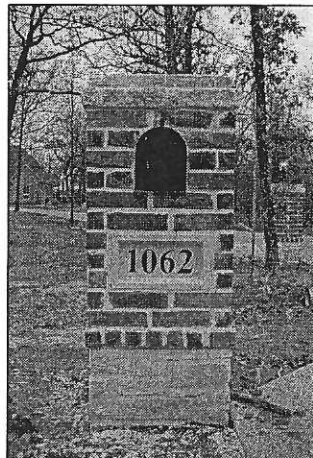
1. Mailbox structures are required for each lot on which a home is constructed, regardless of whether occupied full time, part time or vacant. A similar alternative address may be permitted for residents not receiving mail.
2. Mailbox structures will be constructed in conjunction with the completion of driveways for all new homes, and must be completed within 90 days after completion of the home.
3. Approval of the ACC is required prior to construction.
4. Overall height from surface of pavement to top of structure, not including any light fixture, must be at least 54" and may not exceed 72".
5. Width and depth of the structure must be at least 20" and may not exceed 30".
6. The height from pavement surface to bottom of metal box insert is 45-48". Metal box insert must be fully encased except for face.
7. Mailbox structures shall be constructed of brick, stone or stucco and shall be consistent with the appearance of the respective home.
8. Appearance is to be one of high quality and permanence.
9. A 3" high 9-1-1 emergency address house number must appear on the approach side, the front, or both and must be built into the structure or high quality attached plaque (painted or stick-on numbers not permitted). Lot numbers are optional. See examples below.

BE IT FURTHER RESOLVED THAT all mailboxes located within Land's End must conform to these standards not later than June 30, 2002.

ATTEST:

3-4-02  
(Date)

*A. Shaw*  
President of the Association



# Land's End Homeowner Association

## **POLICY RESOLUTION NUMBER 4**

### **LOT MAINTENANCE**

WHEREAS, Article VII Section 7.1.g Duties of the Association, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") makes the Board of Directors (the "Board") responsible for enforcing the provisions of the Declaration; and

WHEREAS, Article VII Section 7.2.a Duties of Owners, of the Declaration makes each Owner responsible for the upkeep and maintenance of the Owner's lot, specifically referencing that portion exposed to public view, and subjects it to supervision of the Homeowner's Association (the "Association"); and

WHEREAS, the Board does not wish to force unnecessary maintenance on any Owner, but does desire to preserve the high-quality nature of Land's End at Lake Fork;

NOW THEREFORE BE IT RESOLVED THAT the following standards will apply to maintenance of all lots within Land's End at Lake Fork:

1. Vacant lots or those portions of developed lots left in the natural state must be kept free of fallen trees, large limbs, brush piles and debris for a distance of 100 ft. from roadways or fairways.
2. Any lot or portion of a lot that has been cleared of undergrowth must be maintained in that same manner and periodically mowed when undergrowth reaches a height of approximately 1-1½ feet.
3. Landscaped areas and lawns must be reasonably maintained in good condition and not appear neglected.

BE IT FURTHER RESOLVED THAT all lots must conform to this standard by December 31, 2002. Should any Owner need assistance in complying with this Resolution, the Board will assist the Owner in locating a reasonable contractor.

ATTEST:

3-4-02  
(Date)

  
President of the Association



The Board of Directors

TJ Henshaw, President      Joe Munsch, Vice President  
Brad McCampbell          Jim Tucker          Tony Brill

## POLICY RESOLUTION NUMBER 5 (Revision #2)

### FENCES & PARKING

WHEREAS, Article VII Section 7.1.g Duties of the Association, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") makes the Board of Directors (the "Board") responsible for enforcing the provisions of the Declaration; and

WHEREAS, Article XV Section 15.8 Liberal Construction, of the Declaration allows provisions to be liberally construed to effectuate its purpose; and

WHEREAS, the Board desires to accommodate the wishes of Owners, providing that accommodation does not detract from the overall high quality of the Development, and desires to adopt reasonable standards that can be consistently applied to all Owners;

NOW THEREFORE BE IT RESOLVED THAT applications for approval of fences will be considered by the Architectural Control Committee (the "ACC") on an individual basis to the extent they are:

1. Not located closer to the roadways than the dwelling; and
2. Constructed of high quality materials that compliment the appearance of the home; and
3. Contain no elements of chain link or wood privacy-type; and
4. Constructed only of wrought iron if located in the rear of lots adjacent to the golf course; and
5. Not assured approval even if all the above criteria are met.

The following enclosures will be permitted without approval provided they meet the specified criteria:

6. Pet enclosures may be no larger than 10'L X 10"W X 6'H, must be black or other subdued dark color, and must be located near the home and not in plain view of the roadway. Pet enclosures not actively used must be removed.
7. The trunks of small trees may be protected from deer with 3" welded wire enclosures no taller than 48" high and in the smallest diameter practical. A limited use of similar enclosures using 3" welded wire no taller than 36" may be permitted to protect mass plantings, shrubbery or annual flowering plants, provided their use does not become excessive or detract from the overall esthetic appeal of the Lot or the community. Support stakes must be twisted wire of the same color or all-green T-posts no taller than the top of the wire. Enclosures may not be used as a perimeter around landscaping adjacent to structures. *It is strongly recommended that deer repellent such as "Deer Off" or "Liquid Fence" be used in place of enclosures, provided the odor does not constitute a nuisance to your neighbor.*

BE IT FURTHER RESOLVED THAT limited parking of empty boat trailers, utility trailers, tractors and lot maintenance equipment may be permitted on Lake Lots as long as they are not clearly visible from the roadways or fairways.

NOTICE: Permission to use pet enclosures, plant protectors and limited parking privileges under this resolution does not grant any Owner the right to continue doing so in the future should the Board decide to revise this Resolution. If at any time the Board determines there is excessive use of these permissions on any Lot, or if any of the above criteria are not met, the Board will request the items in question be removed from view and the Owner shall promptly comply. All existing pet enclosures, plant protectors or parked items must comply with the above standards not later than May 31, 2009.

ATTEST:

April 25, 2009

  
\_\_\_\_\_  
President of the Association

# Land's End Homeowner Association

## **POLICY RESOLUTION NUMBER 6**

### **COLLECTING DELINQUENT ASSESSMENTS**

WHEREAS, Article IX Section 9.1 Establishment, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") makes an Owner personally liable for payment of all assessments, and assessments shall be a charge and continuing lien upon each lot; and that Annual Assessments are due and payable within 30 days of the beginning of each fiscal year; and

WHEREAS, Article IX Section 9.9 Delinquent Assessments, of the Declaration provides for the collection of late fees and interest against assessments not paid by the due date; and

WHEREAS, Article IX Section 9.10 Collection, of the Declaration authorizes foreclosure to collect delinquent assessments; and

WHEREAS, Title XI Chapter 209.008 Attorney Fees, of the Texas Property Code authorizes the Association to collect reimbursement for attorney fees and other collection costs; and

WHEREAS, the Board of Directors desires to adopt a disciplined and structured collection process;

NOW THEREFORE BE IT RESOLVED THAT the following process will apply to the collection of all assessments levied by the Association:

1. An invoice will be mailed approximately 30 days prior to any assessment due date.
2. Annual Assessments are due January 1, all others upon the specified due date. Assessments are considered delinquent 30 days after the due date. Returned checks will incur a \$25 fee.
3. Upon becoming delinquent, assessments will incur a late charge equal to 10% of the assessment and will accrue interest charges of 1 ½% per month from the due date. A second notice will be mailed to include the late charge and interest and allow 30 days to pay in full and avoid a *Delinquency Notice* being filed against the Owner's lot.
4. If payment has not been received 30 days from the second notice, a *Notice of Delinquency* will be filed in the Wood County Property Records against the lot on which the assessment is past due. The delinquent Owner will be notified via certified mail with return receipt of the filing, the new amount due including the assessment, late charges, interest and filing fees, and that the Owner has 30 days to either (a) pay the full amount due and avoid legal action to foreclose, including the charge for attorney fees and other costs, or (b) request in writing a hearing before the Board to discuss and verify the facts and resolve the matter in issue.
5. If a hearing before the Board has not been requested within the prescribed time, or at a hearing the assessment is deemed valid, the Owner must immediately pay all amounts currently due the Association. If full payment has not been received for all amounts due by the 10<sup>th</sup> day after the above described hearing was held or the time to request a hearing expired, the Association will file a suit at law for a money judgment to collect delinquent amounts, reimbursement for all costs associated with collection action and attorney fees, and may seek the appointment of a receiver and/or judicial foreclosure.

BE IT FURTHER RESOLVED THAT all assessments currently delinquent must be paid in full not later than June 1, 2002, otherwise, a *Notice of Delinquency* will be filed against any lot in arrears. Failure to pay all amounts due by the 30<sup>th</sup> day following the filing of the *Notice* will result in a suit to collect and foreclose on the lien established in the Declaration.

ATTEST:

6/24/02

(Date)



President of the Association



# Land's End Homeowner Association

## Sample of Billings

### **First Bill** (December 1)

- *Due on January 1, late after January 30.*

<b>2003 Dues</b>	<b>Annual Assessment</b>	<b>\$150.00</b>
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### **Second Bill** (February 1)

- *Your account is now 30 days past due and considered delinquent.*
- *Pay in full to avoid legal filing and additional charges.*

2003 Dues	Annual Assessment	\$150.00
Late Charge	10% of Assessment	15.00
Interest	One month @ 1.5% per month	2.25
Extra document charge	Preparation and mailing	5.50
<b>Amount Due</b>	<b>Total charges</b>	<b>\$172.75</b>

### **Third Bill** (March 1) **Certified Mail with return receipt**

- *Your account is now 60 days past due and delinquent.*
- *A "Notice of Delinquency" has been filed with Wood County Property Records*
- *You have 30 days to pay in full and avoid legal action to foreclose*
- *All costs will be additional assessments against your lot, including attorney fees.*
- *You have 30 days to request a hearing before the Board of Directors if you wish to dispute these charges.*

Previous Balance	2003 dues + late fee & interest	\$172.75
Interest	One month @ 1.5%	2.59
Filing fee	Wood Cnty property records	18.00
Extra document charge	Preparation and mailing	20.00
<b>Amount Due</b>	<b>Total charges</b>	<b>\$213.34</b>

*Note: The CCRs already contain a valid lien on your property. The "Notice of Delinquency" is now part of the public records for your lot and will appear in a title search. Foreclosure of the lien is the court ordered sale of your property.*

# Land's End Homeowner Association

## **POLICY RESOLUTION NUMBER 7**

### **BUILDING SETBACKS**

WHEREAS, Article V Section 5.2 Setbacks, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") establishes minimum setback requirements for structures as set forth on the Plat; and

WHEREAS, the plats for Land's End at Lake Fork, Phases I, II, & III, as recorded in Volume 9, Pages 169, 170, 171, 173, 174, 215, 216, & 242 of the Plat Records of Wood County, Texas, failed to establish any setback requirements; and

WHEREAS, Article IV Section 4.3.c, of the Declaration requires all improvements to be located within a building site approved by the ACC, which is appointed by the Board; and

WHEREAS, the Board of Directors (the "Board") desires to adopt specific setback distances to guide Owners in developing home plans and to guide the ACC in approving building sites;

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines will apply to all structures, other than driveways, located upon any lot in any Phase of Land's End:

1. Setback distances will be applied in a straight line from the nearest point along a lot line or paved street to the nearest portion of a structure.
2. The minimum setback from a side lot line is 25 feet on Lake lots and 20 feet on Golf lots.
3. The minimum setback from the paved surface of any street is 50 feet on all lots.
4. There is no minimum setback from the rear lot line on any lot.
5. The objective is to maintain a minimum spacing of 50 feet between homes. Towards achieving this objective, the ACC will consider the size and positioning of proposed structures on a lot, and may consider existing structures and likely building sites on adjacent lots.
6. Due to the unusual shape of some lots, it may not always be possible to achieve the minimum setbacks, however, every effort should be made to achieve 50 feet spacing between Lake lot homes and 40 feet spacing between Golf lot homes.
7. The Board reserves the right to approve individual variances to these minimums whenever they determine such variance is warranted and would not detract from the community or from an adjacent lot.

ATTEST:

July 6, 2003

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
President of the Association

# Land's End Homeowner Association

## **POLICY RESOLUTION NUMBER 8**

### **ARCHITECTURAL APPROVALS**

WHEREAS, Article IV Section 4.1 Requirement of Architectural Approvals, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") requires prior written approval by the Architectural Control Committee (the "ACC") before any improvement or structure may be commenced, erected, or altered; and

WHEREAS, Article VI Sections 6.6, 6.11, 6.13, & 6.17 Covenants and Use Restrictions, of the Declaration imposes specific restrictions on certain uses and activities that require approval by the ACC; and

WHEREAS, the Board of Directors (the "Board"), in its capacity as the ACC, has not previously required approval for certain improvements and restricted uses, and does not desire to require prior approval for these improvements and uses;

NOW, THEREFORE, BE IT RESOLVED THAT the following improvements and restricted uses may be undertaken by owners without obtaining approval from the ACC:

1. Sprinkler systems, fountains, dry creeks, all plants, and other landscaping;
2. Flag poles, birdhouses, wildlife feeders, buried propane tanks, basketball goals and other sporting equipment, TV antennas, and 18" satellite dishes, if not located closer than 50 feet from any street and does not interfere with any other owner's view or create a nuisance;
3. Removal of living trees 6" or more in diameter will continue to require prior approval, however, approval will always be granted to remove trees that interfere with the construction of ACC approved structures and site plans.

BE IT FURTHER RESOLVED THAT this policy is intended to trust the good judgement of individual owners in complying with these construction and use restrictions of the Declaration, and nothing in this policy is intended to remove any of the above restrictions. The Board specifically reserves the right to require compliance for any improvement or restricted use that, in the sole judgement of the Board, does not conform to both the specific and general intent of the Declaration, or is not in keeping with the high standard of aesthetically pleasing results that are required in Section IV Article 4.4 of the Declaration.

ATTEST:

July 6, 2003

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
President of the Association



*The Board of Directors*

TJ Henshaw, President  
Joe Munsch, Vice President

Brad McCampbell, Treasurer  
Tony Brill Dennis Schirato

**POLICY RESOLUTION NUMBER 9**

**UNIFORM "FOR SALE BY OWNER" SIGNS**

WHEREAS, Article VI Section 6.10 Signs, of the Declaration of Covenants, Conditions and Restrictions for Land's End at Lake Fork (the "Declaration") prohibits all signs, except one advertising the property for sale, and further provides for the adoption and requirement of a uniform "Land's End for sale" sign; and

WHEREAS, the Board of Directors (the "Board"), in its capacity as the ACC, desires to maintain the high-quality public image of Land's End and provide a uniform standard for the use of signs by those owners who may wish to sell their property without listing with a realtor;


NOW, THEREFORE, BE IT RESOLVED THAT the Association has adopted an official real estate sign and requires that it be used as the only sign permitted on all properties advertised "for sale by owner" within Land's End, in accordance with the following guidelines:

1. Properties listed with licensed realtors will be permitted to use the realtor's sign, provided however, that it conforms to the general size and display guidelines listed herein. Realtor signs must be displayed in frames similar to those used by owners and may not be mounted on posts. Accommodations will be made for slight variations in size and shape.
2. The sign shall be 18" tall by 24" wide and shall include the seller's lot number and phone number in 4" numbers, and shall be mounted in a sign holder appropriate for such use.
3. An info tube or info box for flyers may be attached to the sign holder, if desired.
4. Only one sign per property will be permitted within view of the roadway. A second sign will be permitted at the rear of the property facing the golf course or the lake, if desired.
5. For consistency and quality control, the Association shall purchase the official "For Sale" sign(s) and sign holder(s) for each owner that desires to advertise their lot "for sale by owner".
6. The Association shall rent the sign(s) to owners for a one-time fee equal to the Association's cost, and the owner shall return the sign(s) to the Association after a sale. All signs must be removed upon closing.
7. The sign may be displayed either parallel or perpendicular to the roadway on the front of the owner's property and a minimum of fifteen (15) feet from edge of the pavement.
8. It shall be the sole responsibility of the owner or their agent to properly display and maintain the area around their sign. Fallen or overgrown signs will not be maintained by the Association, but will be removed and stored until the owner reclaims the sign for properly re-display.

BE IT FURTHER RESOLVED THAT all "For Sale By Owner" signs currently on display shall be removed within 30 days of today's date.

ATTEST:

February 14, 2007

  
\_\_\_\_\_  
President of the Association

# Land's End Homeowners Association

## POLICY RESOLUTION NUMBER 10

### SPECIAL ASSESSMENT FOR ROAD DAMAGE

WHEREAS, Article IX Section 9.5 Special Assessments, of the Declaration of Covenants, Conditions, Restrictions and Easements for Land's End at Lake Fork (the "Declaration") provides for the assessment of Special Expenses against certain Lots; and

WHEREAS, the Association has consulted with numerous professionals in the field of road construction and road maintenance, and these professionals have informed the Association that major damage to the roads was caused by, and will continue to be caused by, heavy trucks associated with the construction of new homes; and changes/additions to existing homes; and

WHEREAS, the Board of Directors (the "Board") desires to adopt a uniform and equitable process by which non-specific stress damage to Common Area roadways is partially assessed against those Owners who did/will contribute to said damage through the use of heavy trucks and equipment during the construction of new homes and outbuildings;

NOW, THEREFORE, BE IT RESOLVED THAT a Special Assessment of \$0.60 per square foot (total size under roof) shall be fixed and established against each Lot for all structures that currently exist, are under construction, have been approved for construction, and for all future structures that may be submitted for construction approval, in accordance with the following guidelines:

1. This Special Assessment is for the payment of Special Expenses associated with the repair of damage to non-specific areas of the roadways caused by heavy trucks during the construction of a dwelling or outbuilding.
2. Any specific roadway damage directly attributed to the construction of an individual dwelling or outbuilding may become an additional Special Assessment against that individual Lot for payment to repair such specific damage.
3. This Special Assessment is effective March 2021 for all existing and approved structures and effective upon submission of Application for Approval for any new structures.
4. In accordance with Section 9.5 of the Declaration, a hearing before the Board to allow any assessed Owner the opportunity to present evidence that proves no road damage resulted from heavy trucks used in the construction of that Owner's structure. Failure to appear at this hearing, or if unable to appear failure to submit written evidence, by any assessed Owner will act as acceptance of this Special Assessment and waive any future rights to appeal.
5. The Application for Construction Permit must clearly reflect this Special Assessment and provide the opportunity for a hearing before the Board to allow the assessed Owner to present evidence that no road damage will occur as a result of construction of that Owner's dwelling or outbuilding.
6. All decisions by the Board at any hearing shall be final and binding upon the parties.
7. No Application for Construction Permit of a dwelling or outbuilding may be approved unless the Special Assessment has been paid, or unless the Board has ruled in favor of an Owner at a hearing to appeal the assessment.

ATTEST:

April 2020

(Date)

  
President of the Association

# Land's End Homeowners Association

## POLICY RESOLUTION NUMBER 11

### HOME OFFICE/TELECOMMUTING

WHEREAS, the Preamble C.(1), of the Declaration of Covenants, Conditions and Restrictions for Land's End at Lake Fork (the "Declaration") gives the Land's End Homeowner Association (the "Association") the power and authority to administer and enforce the covenants and restrictions governing the Development; and

WHEREAS, Article VI Section 6.24 Enforcement, of the Declaration empowers the Board of Directors to make such rules and regulations as may be necessary to carry out the intent of the restrictions in the Declaration; and

WHEREAS, Article 15.8 Liberal Construction, of the Declaration requires that the Declaration be liberally construed to effectuate its purpose, which purpose is stated in the Preamble B. "...*protecting the value and desirability of the Development, for the benefit of the Development and every Owner*"; and

WHEREAS, the Texas Property Code, Title 11 Section 202.004 Enforcement of Restrictive Covenants, presumes reasonable an exercise of discretionary authority by the Association concerning a restrictive covenant; and

WHEREAS, Article 6.2 Residential Use, of the Declaration prohibits all commercial activity except home office/telecommuting or other such non-public activities as may be permitted by the Board, and the Board has not heretofore defined what uses it does permit for home offices, telecommuting, or other non-public commercial activities; and

WHEREAS, strict enforcement of the "no commercial activity" provision in Article 6.2 would require the Association to shut down all home offices, telecommuters, hobby businesses and any other work from home, even though such activities have no negative impact on the community, and such strict enforcement may actually harm marketability and discourage prospective purchasers, which would adversely affect the value and desirability of homes in the Development; and

WHEREAS, the Board deems it to be in the best interest of the Association and all Owners to adopt certain guidelines that will provide guidance and clarity on the types of activities that are permitted and that will provide a foundation for fair and consistent enforcement of Article 6.2;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does permit the use of your residence as a home office and for telecommuting and such other non-public activities that might otherwise be considered a business or commercial activity but have no impact or effect on the community or its high-quality residential character. In determining whether a particular resident's business activity or conduct has no impact on the community, certain factors will be considered by the Board, including without limitation the following:

1. Activities conducted entirely within the house or other improvement located on the Lot shall be considered non-public activity in compliance with Section 6.2 of the Declaration. The house shall be the bona fide residence of the Owner.
2. The residential character of the Lot and other improvements located on the Lot shall be maintained at all times.
3. The use of a residence as a home office shall not generate excessive vehicular traffic, and parking for any vehicles shall be provided on the subject Lot.

# Land's End Homeowners Association

4. Any equipment, materials or products associated with any business operated from a home office shall be kept inside an improvement and may not be openly displayed outside an improvement.
5. A resident's personal vehicles may display a logo and/or reasonable amount of lettering, provided however, the residential address is not displayed on any vehicle owned by the resident.
6. Other than business cards or direct communications, no advertisement relating to any business operated from a home office shall indicate the address of the residence.
7. No activity shall produce loud external noise, odor, dust, smoke, vibration or anything else that may have an adverse impact on the quiet use of homes and safety of the community.
8. Notwithstanding the foregoing, the Association reserves the right to prohibit any business or commercial activity that, in its sole discretion, would have an adverse effect on the community.

BE IT FURTHER RESOLVED THAT the intent of this resolution is for the Board to exercise reasonable discretion in permitting certain in-home, non-public commercial activities as authorized in Section 6.2, while continuing to prohibit undesirable business conduct or activities which are not compatible or in keeping with the residential character and high quality of the Development. With respect to the above factors, the then current Association Board of Directors shall serve as the final authority in any dispute that arises under these standards.

ATTEST:

April 2020

  
President of the Association



*The Board of Directors*

TJ Henshaw, President  
Joe Munsch, Vice President

Brad McCampbell, Treasurer  
Jerry Busbee Sharon Brooks

**POLICY RESOLUTION NUMBER 12**

**MOVING SALES**

WHEREAS, Article 6.2 Residential Use, of the Declaration of Covenants, Conditions and Restrictions for Land's End at Lake Fork (the "Declaration") limits the use of Lots to residential purposes and prohibits all commercial activity except such non-public activities as may be permitted by the Board of Directors (the "Board"), and the Board desires to permit certain temporary activities that might be interpreted as commercial except in the context of a specific residential purpose; and

WHEREAS, Article VI Section 6.10 Signs, of the Declaration prohibits all signs, except one advertising the property for sale, and those permitted by the ACC; and the Board, in its capacity as the ACC, desires to maintain the high-quality public image of Land's End while providing uniform standards for the limited use of certain signs; and

WHEREAS, the Board has recognized a need and desire on the part of certain owners who are moving out of Land's End to liquidate selected personal belongings via the use of "moving sales"; and the Board desires to permit a limited use of moving sales and associated directional signage;

NOW, THEREFORE, BE IT RESOLVED THAT the Association has adopted this official "Moving Sale" policy and a "Moving Sale Sign Package" and requires that all sales within Land's End be conducted in accordance with the following guidelines:

1. Only "Moving Sale" signs shall be permitted, not "Garage", "Estate", or other sale signs.
2. Only residences advertised "For Sale" shall be permitted to conduct moving sales and no more than two shall be allowed for any particular owner(s), regardless of the time required to sell and/or move.
3. No sale may last more than three (3) days, and all sales must end by 6:00 p.m. on sale days.
4. The entire sale must be conducted inside the home and/or garage. Motorized vehicles only, such as autos, golf carts, lawn mowers, etc. may be placed on the driveway.
5. Each sale will require an HOA "Sale Permit" to be displayed during the sale event. Permits cost \$25 and include the use of the official sign package, consisting of six (6) directional signs. A separate \$25 charge will be assessed for any sign not returned in usable condition.
6. Only the official "Land's End Moving Sale" sign package may be used, and signs may only be displayed on sale days. The use of banners, balloons, streamers and other visual aids is strictly prohibited and will result in them being immediately removed and destroyed; and will also result in the immediate removal of all official signs and prohibition on any future sale by that owner(s).

ATTEST:

October 17, 2010

  
President of the Association