

WESTWOOD HEIGHTS HOMEOWNERS ASSOCIATION

DEED RESTRICTION ENFORCMENT POLICY

PURPOSE

This policy establishes a uniform methodology for enforcing deed restrictions with the Westwood Heights Homeowners Association.

SCOPE

The policy applies to all members of the Westwood Heights Homeowners Association, which are subject to the Declaration of Covenants, Conditions and Restrictions for Westwood Heights Homeowners Association, a subdivision of Hardin County, Texas and any Amendments and guidelines thereto.

REFERENCES

Westwood Heights Homeowners Association Covenants, Conditions & Restrictions.

Westwood Heights Homeowners Association By-Laws.

All other governing documents for Westwood Heights Homeowners Association including but not limited to any published rules, regulations, guidelines and resolutions.

Texas Property code Chapter 209 – Residential Property Owner’s Protection Act.

DEFINITIONS

Deed Restrictions: The Architectural Control provisions, maintenance and repair provisions, and use of restrictions provisions in the Declarations of Covenants, Conditions and Restrictions of Westwood Heights Homeowners Association and any amendments thereof.

Inspector: A person officially appointed to make inspections and report to designated members of the Westwood Heights Homeowners Association, the Architectural Control Committee, or the property management company.

Maintenance: To repair, replace or otherwise return to an operation, functional, and aesthetically pleasing condition.

Singular Violations: An act or condition, willful or not, by property owners or tenants, that cause a property or its improvements to be in non-compliance with Deed Restrictions of Westwood Heights Homeowners Association. Examples include: failure to submit an ACC form, failure to install landscaping, exterior maintenance deficiencies.

Recurring Violations: An act or condition, willful or not, by property owners or tenants, that cause a property or its improvements to be in non-compliance with Deed Restrictions of Westwood Heights Homeowners Association. Examples include: violation of parking provisions, improper storage of trash cans, lack of yard maintenance.

Following a Deed Restriction inspection, a resident in violation of the Deed Restrictions shall receive notification of the violation as follows:

Letters from the Association for Singular Violations:

First letter:

Upon identification of a violation, a letter shall be sent via regular mail to notify the owner and tenant (if applicable) of the violation of the Deed Restrictions and to request correction of the violation within ten (10) days of the date on the letter.

It is the responsibility of the owner and tenant (if applicable) to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if additional information regarding the violation is needed or desired.

Second Letter:

Upon a 2nd inspection without resolution, a second letter shall be sent via regular mail to notify the owner and tenant (if applicable) of the violation of the Deed Restrictions, to provide ten (10) additional days to cure the violation, and to advise that a fine of \$25.00 will be placed on their accounts every two weeks until the violation is cured.

Third Letter:

Upon a 3rd inspection without resolution, a third letter shall be sent, certified return receipt requested, and regular mail, to notify the owner and the tenant (if applicable) of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This Certified letter shall include:

1. A description of the violation.
2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation to avoid suspension, fine, or attorney fees.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date the owner receives the notice.
4. A notice to the owner that the association may suspend an owner's right to use a common area if the violation is not cured.
5. A notice that a \$25.00 fine will be assessed every two weeks until the violation is cured.
6. A notice of postage and administrative fee charges to cover postage, expenses and labor will be assessed to the owner's account if the violation still exists upon the next inspection.
7. A notice that states, if hearing is not requested and the violation is not cured by the thirtieth (30) day from the date of the letter, all attorney fees, reasonable related expenses, and costs incurred by the Association shall be charged to the owner's account.
8. A notice that states the following "You may have special rights or relief related to the enforcement action under federal law, including the Service member Civil Relief Act (50 U.S.C.app.Section 501 et seq.) if you are serving on active military duty."

Recurring Violations:

First letter:

Upon identification of a violation, a letter shall be sent via regular mail to notify the owner and tenant (if applicable) of the violation of the Deed Restrictions and to request correction of the violation within ten (10) days of the date on the letter.

Second Letter:

Upon a 2nd inspection without resolution, a second letter shall be sent, certified return receipt requested, and regular mail, to notify the owner and the tenant (if applicable) of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This Certified letter shall include:

1. A description of the violation.
2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation to avoid suspension, fine, or attorney fees.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date the owner receives the notice.
4. A notice to the owner that the association may suspend an owner's right to use a common area if the violation is not cured.
5. A notice that a \$25.00 fine will be assessed each time the violation occurs for the following six months without further notice to the owner.
6. A notice of postage and administrative fee charges to cover postage, expenses and labor will be assessed to the owner's account if the violation still exists upon the next inspection.
7. A notice that states, if hearing is not requested and the violation is not cured by the thirtieth (30) day from the date of the letter, all attorney fees, reasonable related expenses, and costs incurred by the Association shall be charged to the owner's account.
8. A notice that states the following "You may have special rights or relief related to the enforcement action under federal law, including the Service member Civil Relief Act (50 U.S.C.app.Section 501 et seq.) if you are serving on active military duty."

Violations Turned Over to Attorney:

The Board will decide as to whether the violation owner is to be turned over to the Association's attorney following either 1) the hearing requested by the owner. 2) The deadline expiration to request such a hearing or 3) after the deadline in the certified letter has passed, and the property owner has not corrected or resolved the violation. The Board of Directors at Westwood Heights Homeowners Association has the discretion to consider special circumstances applying to the owner and tenant (if applicable). The Association will charge all related file preparation fees back to the owner.

Attorney Demand Letter:

If 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's attorney.

NOTICE AND HEARING:

Notice to the Owner's Address:

1. Each property owner is responsible for notifying the Association, in writing, at all times, of any changes in their mailing address.
2. If mail is returned from the property owner's last known address is undeliverable, and the property owner has not notified the Association of his or her current mailing address, then the inspector or his designee has the authority to automatically order a locate search or a title search, **at the owner's expense.**

3. The inspector has the authority to order a title search if they believe the ownership of the affected property has changed.
4. Any cost incurred by the Association in determining or attempting to determine the ownership of a property and then locating the owner the property shall become charges due against the owner's lot.
5. Deed restriction enforcement violation enforcement shall not cease solely because notices are returned by the post office.

Board of Directors Hearing:

1. If the property owner requests a hearing in writing, the Board of Director's must make arrangements for it to be held no later than thirty (30) days after the date that the Board or the property management company receives a written request.
2. The property management company will notify the property owner via first class mail at the property owner's last known address of the date, time, and place for the hearing, no later than ten (10) days prior to the hearing date.
3. Either party may request a ten (10) day postponement and additional postponements may be made by mutual agreement.
4. If a hearing is set and the property owner fails to attend, the Board will reach a decision and mail the decision to the property owner at the property owner's last known address via first class mail.

Notice and /or Hearing Provisions Do Not Apply to the Following:

1. Lawsuit Filing. The notice and hearing provisions stated herein will not apply if the Associations files a law suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.
2. Temporary Suspension of Right to Use Common Areas: Without notice or hearing, the Board may issue an immediate temporary suspension of a person's right to use a common area if the temporary suspension is the result of a violation that occurred in the common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension will be in place until the board makes a final determination on the suspension action after holding a hearing according to the provisions herein.
3. Recurring Violator: If the Association sent the third notice described in this policy to the property owner's last known address for a similar violation within the six months of the current violation, the Board of Directors has the discretion to impose a fine immediately upon written notice of the similar violation. The fine for recurring violation shall be no less than \$25.00 per occurrence.

Forced Maintenance:

As authorized by the Westwood Heights Homeowners Association, the Board of Directors reserves the right to cure the violation, after appropriate notice, and charge the owner for the cost of such work.

Adopted by the Westwood Heights Homeowners Association Board of Directors on
September 6, 2018

Todd Balla, President

Westwood Heights Homeowners Association, Inc.

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARDIN §

This instrument was acknowledged before me on this the 6th day of September, 2018 by Todd Balla, as President of WESTWOOD HEIGHTS HOMEOWNERS ASSOCIATION, INC. on behalf of said Association.

Notary Public in and for the State of Texas



2018-89451
GLENDAL ALSTON
COUNTY CLERK
2018 Oct 16 at 01:02 PM
HARDIN COUNTY, TEXAS
By: BJ, DEPUTY