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## Westlake Village Owners Association

### DEED RESTRICTION ENFORCEMENT POLICY

#### PURPOSE

This policy establishes a uniform methodology for enforcing deed restrictions within the Westlake Village Owners Association

#### SCOPE

This policy applies to all members of the Westlake Village Owners Association, which are subject to the Declaration of Covenants, Conditions and Restrictions for Westlake Village Owners Association, a subdivision in Harris County, Texas and any Amendments and guidelines thereto”

#### REFERENCES

Westlake Village Covenants, Conditions & Restrictions.

Westlake Village By-Laws.

All other governing documents for Westlake Village Owners 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 Restriction**: The Architectural Control provisions, maintenance and repair provisions, and use of restrictions provisions in the Declarations of Covenants, Conditions and Restrictions of Westlake Village Owners Association.

**Inspector**: A person officially appointed to make inspections and report to designated members of the Westlake Village Board of Directors, the Architectural Control Committee, or the property management company.

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

**Violation**: An act or condition, willful or not, by property owners or tenants, that causes a property or its improvements to be in non-compliance with the Deed Restrictions of Westlake Village Owners Association.

## **POLICY & PROCEDURES**

The policy for enforcement of Deed Restrictions by the Westlake Village Owners Association is as follows:

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:**

#### **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 a reasonable time period.

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 2<sup>nd</sup> 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 fine will be assessed in accordance with the Association's fine policy should the violation continue past 30 days from the date of the letter.
6. A notice of \$25.00 (if a homeowner) and a \$35.00 (if an absentee property owner) charge 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 a 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 members Civil Relief Act (50 U.S.C.app.Section 501 et seq.), if you are serving on active military duty."

Third Letter:

Upon a 3<sup>rd</sup> inspection without resolution, a letter shall be sent regular mail to notify owner and tenant (if applicable) of the failure to correct the violation and to request correction of the violation.

This letter will include:

1. The owner will be advised that a \$25.00 or \$35.00 charge has been assessed to their account to cover postage, expenses and labor. If the violation exists after the designated date in the 3<sup>rd</sup> letter and no hearing has been requested, another charge of \$25.00 or \$35.00 will be added to the property owner's account.
2. The letter will further advise that it is the intent of the Association to turn the violation over to the Association's attorney, if not corrected, and that all attorney's fees and costs incurred will be charged to the owner's account.
3. The rights to use certain common areas have been suspended. Owner and tenant (if applicable) will be advised to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if further information is needed.

Owner and tenant (if applicable) will be given the opportunity to be heard at the next regular meeting of the Board of Directors for the Westlake Village Owners Association.

Fourth Letter:

Upon a fourth inspection without resolution, a letter will be sent notifying the owner of the Board of Directors' decision as to the action that will be taken to remedy the violation, there will be an additional charge of \$25.00 or \$35.00 applied the owner's account. A statement of charges will be mailed to the last known address as reflected in the Association's records.

**Violations Turned Over to the Attorney:**

The Board will make a determination 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 4) after the deadline in the 4<sup>th</sup> letter has passed and the property owner has not corrected or resolved the violation. The Board of Directors of Westlake Village Owners Association has the discretion to consider special circumstances applying to the owner and tenant (if applicable).

**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.

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 becomes eligible for collection.

**NOTICE AND HEARINGS:**

**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 as 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 authority to order a title search if they believe the ownership of the affected property has changed.
4. Any costs 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 violation enforcement shall not cease solely because notices are returned by the post office.

FILED FOR RECORD  
8:00 AM

APR 9 2012

*Stan Stewart*  
County Clerk, Harris County, Texas

**Board of Directors Hearing:**

1. If the property owner requests a hearing in writing, the Board of Directors 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 Association files a 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 a 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 second notice letter 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 recurring violator is not entitled to an opportunity to avoid the fine by curing the violation. The fine for recurring violation shall be no less than \$25.00 or \$30.00, please review the Association's fine policy for an exact amount of the fine imposed for the violation.

**Forced Maintenance:**

As authorized by the Westlake Village Owners Association, the Board of Directors reserve the right to cure the violation, after appropriate notice, and the charge the owner for the cost of such work.

Approved and adopted by the Board on this 28 day of NOVEMBER 2012

Robert Hall  
Westlake Board Director Robert Hall

**AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS**

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**KNOW ALL THESE PRESENTS:**

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owner's association file its dedicatory instruments in the real property records of the County where the property is located, and

WHEREAS the Westlake Village is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas.

NOW THEREFORE, true copies of the following dedicatory instruments of the Westlake Village Owners Association which have not been previously filed in the public records of Harris County are attached hereto, including:

**DEED RESTRICTION ENFORCEMENT POLICY**

FURTHER, other dedicatory instrument of the Westlake Village Owners Association have already been filed in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this 28 day of NOVEMBER, 2011

Robert Hall  
Westlake Village Board Member **Robert Hall**

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 28 day of November 2011 by ROBERT HALL, and agent for Westlake Village Owners Association

Lee F Waldheim  
Notary Public, State of Texas

Lee F WALDHEIM  
Notary's Printed Name



Return to:  
Action Property Management  
11118 Cypress North Houston Road  
Houston, Texas 77065

My commission expires on June 23, 2012  
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTING OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Central Public Records of Real Property of Harris County, Texas

APR - 9 2012



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS