



5-10-11

GRAND HARBOR

Property Owner's Association

DEED RESTRICTIONS ENFORCEMENT POLICY AND PROCEDURE

May 4, 2011

**GRAND HARBOR PROPERTY OWNER'S ASSOCIATION
11301 Grand Harbor Blvd.
Montgomery, TX 77356**

GRAND HARBOR PROPERTY OWNER'S ASSOCIATION

DEED RESTRICTIONS ENFORCEMENT POLICY AND PROCEDURE

POLICY

WHEREAS, it is the policy of the Grand Harbor Property Owner's Association (GH POA) to institute and execute a subdivision Deed Restrictions Enforcement Procedure as described herein, and, FURTHERMORE, the authority for this procedure is derived from the subdivision's "Declaration of Covenants, Conditions, and Restrictions" (CCR's) of record, and current GH POA By-Laws of record, which state in part:

***Declaration of Covenants, Conditions, and Restrictions of Grand Harbor
Article IX, "General Provisions," Section 1, "Term"***

"It shall be lawful for the Association, the Architectural Control Committee, or any lot owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either prevent him or them from doing so or to recover damages or other dues for such violations."

***First Amended and Restated By-Laws of the GH POA
Article III, "Board of Directors: Number, Powers, Meetings,"
Paragraph C, "Powers and Duties," Section 1, "Powers"***

"... the Board of Directors shall have the power to establish policies relating to, and for performing or causing to be performed, the following,....:

- (g) making and amending rules and regulations and promulgating, implementing and collecting fines for violation of the rules and regulations;*
- (i) enforcing by legal means the provisions of the Declaration, including the provisions concerning architectural control, these By-Laws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association:...."*

THEREFORE, it is resolved, the procedure, as follows, is to be implemented without prejudice in a timely and efficient manner such that community standards and property values are maintained while not interfering with the use of and enjoyment in individual property ownership.

**GH POA APPROVAL
DEED RESTRICTIONS ENFORCEMENT**

I certify that the foregoing is a correct representation of the Policy Statement prepared with ordinary care and agreed to in good faith by a majority of the GH POA Board of Directors on this date. This document is represented as being in the best interest of the Corporation; any previous Policy and Procedure document on this subject is obsolete and has been rescinded.

**Signatures on file in
POA office**

GH POA
DEED RESTRICTIONS ENFORCEMENT
PROCEDURE

The Grand Harbor Property Owner's Association (GH POA) Procedure for Deed Restriction Enforcement, as follows, is to be implemented on behalf of subdivision property owners without prejudice, in a timely and efficient manner, such that community standards and property values are maintained while not interfering with the use of and enjoyment in individual property ownership. This multi-step, time-sequenced restriction violation process follows the form:

DISCOVERY → DISCLOSURE → CORRECTION → CLOSURE

I. VIOLATION TYPES

Grand Harbor Subdivision CCR's deed restrictions violations take on various forms, with enforcement procedure and notification requirements tailored in response:

Type A: Those violations that are relatively easily resolved by property owner attention/action. Violation corrective action is negotiable to some degree; in infrequent instances, it is possible for corrective action to be implemented without a fine for the first offense. A fine can otherwise be imposed if not resolved in a timely manner or if it is a repeat violation.

Type B: Those violations of an egregious nature such that, with official notification: 1) an immediate fine is to be levied, **or** 2) any procrastination on the part of the violator in implementing a remedy will cause an added per-day surcharge to be applied onto the basic penalty until that violation is eliminated. (See also "Grace Period" consideration in Procedure Notes.)

Type C: Those violations that may involve a critical time element (such as fast growth of weeds) that, if not expeditiously cured by the property owner, can/will be remedied by the GH POA, with the property owner then billed for all fines, remedy costs, along with a administrative fee.

Type D: Those items in violation of the Architectural Control Committee's (ACC) New-Home Improvement Agreements, as accepted by both the property owner and new-home builders. These stipulations are CCR derivatives within the ACC's formal enforcement duties and responsibilities. The non-payment of these violation fines can result in the withholding of the refundable portion of the improvement application deposit.

II. SPECIAL PROCEDURE STIPULATIONS

Certain procedural caveats and understandings are necessary to cover violation permutations and their correction/enforcement. Thus, the following Special Procedure Stipulations are in effect:

1. **Valid Violations:** The only violations applicable under this policy and procedure, derived from CCR's and ACC Construction Improvement Applications, are identified and listed in **Appendix A**.

2. **Repeated Violations:** Any procedure executed against a specific instance of CCR violation is a discrete action in and of itself. If the violation is repeated, **within Six (6) months from the date of the first violation,** by the same offender, this procedure is to be repeated in its entirety. However, **any fine imposed in the first instance shall escalate in the second instance (and all subsequent instances) according to the penalty schedule in Section VII.**

3. **Photograph Evidence:** Photo documentation is essential for the timely resolution of all violations. Photo copies of violations will be retained in the property owner's file along with all per-instance correspondence.

4. **Violation Recording:** A "Violations Log," updated with violation events, status and closures, shall be electronically maintained (with written report printout) in a format containing the chronologically executed attributes. See **Appendix B**.

5. **Grace Period:** While Type B violations can carry the added per-day surcharge to deter violation correction delay, certain violations' enforcement are delayed in recognition of property-owners' usual and customary, personal activities at residence. Activities such as RV, boat and travel trailer parking for pre and post trip preparations, boat or motor vehicle repairs by the owner, etc. receive a grace period:

Weekends: Friday am to Monday pm deferral,

Weekdays: Any three-day, two-night interval deferral with approval from POA Management.

Deferrals can be extended for a defined period with prior notification of the POA Management. All grace period Type B violations are noted by (B*) designation in **Appendix A**.

6. **Reporting Confidentiality:** Apparent deed restriction violations, when reported by a property owner, will be promptly investigated by POA Staff personnel. Until substantiated by a POA Staff person, a reported violation is only "alleged" and not official. Once a violation is authenticated and the correction procedure initiated, the reporting owner will not be named – "Confidentiality is essential to Correction."

7. **Telephone or Email Disclosure:** When a violation disclosure (to the property owner) is first attempted via telephone and there is no answer, any informative message left on the contact's answering device will suffice as the required informal notification. A note to that effect shall be posted in the Violation Log. The use of the "Doorknob Hanger Tag" also constitutes informal notification.

8. **Administrative Fee:** Regardless of the disposition of a valid violation, i.e., whether a fine or corrective action cost is applied or not, an administrative fee will be imposed on the violator/owner in each violation instance for admin processing, photos and certified letter. This is necessary to cover the POA administrative burden for correction of needless/avoidable deed violations.

III. VIOLATION DISCOVERY

CCR Violation Discovery will primarily occur through periodic GH POA Staff in-field surveillance of all GH properties. When a violation is found, the POA Staff person takes an evidentiary photo and inputs the pertinent information into the master violations log according to **Appendix B**. All violation allegations by owner/residents must be substantiated by POA Staff. When proven to be valid, the violation will receive the appropriate categorization and entry into the system.

Note: Violation Discovery can cause a violation to be eliminated if the initial Staff investigative work (e.g., informal contacts during Discovery) results in the basis for violation being satisfactorily removed.

IV. VIOLATION DISCLOSURE

The nature, extent, and consequences of each CCR violation must be expeditiously conveyed to the property owner of record, i.e., within the first Four (4) business days after Violation Discovery. In other words, the GH POA Staff must attempt informal (telephone or email) contact of the property owner so as to inform on all aspects of the violation as it will be documented in the formally-tendered "First Notice" letter:

A. When a violation is observed and documentary photos obtained, the property owner is given notice of the violation via Certified Mail (and an administrative fee incurred by the property owner). This "First Notice" letter, containing essential information as per **Attachment 1**, shall request action to bring about compliance with the CCR within a Ten (10) calendar day period that begins on the date of the First Notice letter postmark. The First Notice letter will also indicate the possible penalty/fees and, where it applies, an added per-day surcharge to the basic penalty, until the violation is removed (Type B).

B. In the First Notice, the obligatory notice-of-appeal-rights will be given. The subsequent appeal, by the property owner or his representative, must first be requested in writing and then must be presented in person before a mutually-agreed/scheduled meeting with the full GH POA Board of Directors.

C. The GH POA Staff shall always maintain informal (telephone, email, or tag) contact with the property owner to convey all aspects of the violation notification as noted in the First Notice letter. Use of the "Doorknob Hanger Tag" (**Attachment 4**) to provide informal notice is acceptable for occupied-premises violations. The tag carbon should be placed in the Property Owner's file.

D. Disclosure actions shall be entered into the Log as soon as they are executed.

V. VIOLATION CORRECTION

The owner/violator is to remedy the violation, either through corrective action or the submittal of a formal appeal request, within the Disclosure's Ten (10) calendar-day period that begins on the date of the First Notice letter mailing postmark:

A. The Violation type determines the corrective action necessary for closure. Note that certain Type B violations warrant immediate fines/action and are not subject to the 10-day correction interval. If, at the end of the requisite notification period, no action or response has come from the owner, a suitable GH POA action will be implemented and entry made in the Violation Log.

B. If a request to appear at a Board of Directors' meeting is received from the owner within the ten-days-of-First-Notice date, a hearing shall be entered on the Board Agenda with such hearing to take place at the earliest opportunity, but no later than Fourteen (14) days from the date the request is made.

C. If no request to appear at a Board of Directors' meeting is received, or if after the hearing a violation is yet found to exist, the GH POA, where applicable, can independently correct the violation and invoice the owner for all action taken, i.e., all penalties, per-day surcharges (when required), and fees imposed from the violation.

D. **Penalties, per-day surcharges and fees assessed by the GH POA will be invoiced.** If these fines, charges and fees are not then paid within Thirty (30) days of date on the individual invoice, that invoice will be processed for collection through the GH POA's "Delinquent Property Assessments and Dues" system, and/or directed to the Association's attorney with instructions to seek legal action. A letter notification of the invoicing action shall follow the form and content shown in **Attachment 2**,

E. Type D violations occur when restrictions in the "ACC New-Home Construction Improvement Application" (a valid contract between a property owner/home builder and the GH POA Architectural Control Committee) are not met or implemented. Similar to all other violations, when a Type "D" violation is observed and photographed, both the builder and owner shall be telephoned and/or emailed by the GH POA Staff to convey the violation. If written, the "ACC Notice" of the violation (**Attachment 3**) is sent via Certified Mail and an administrative cost will be incurred. This "ACC Notice" letter shall demand the owner/builder remedy the violation within Ten (10) days from the date on the ACC Notice letter, along with the offer of opportunity to appear at an Architecture Control Committee' meeting. GH POA

1. If a request to appear at an Architectural Control Committee meeting is received from the owner/builder within Seven (7) days of the ACC Notice Letter mailing date, a hearing shall be entered on the ACC Agenda with such hearing to take place at the earliest opportunity.

2. If no request to appear at an Architectural Control Committee meeting is received, or if after the hearing a violation is yet found to exist, or if the violation is still not removed: **a) Any monetary fine assessed by the ACC shall be levied against the property through subtraction from the Builder's Refundable Deposit at the time of post-construction deposit return, or b) the Association's attorney shall be notified to anticipate action against the owner/builder within the legal remedies available.** For violation fines over and above the Refundable Deposits amount, the owner shall then be charged for the balance cost thereof, as well as nominal cost of owner notices and invoicing, and processed for collection through the GH POA's Delinquent Property Assessments and Dues system.

VI. VIOLATION CLOSURE

Violation closure occurs when the violation remedy is implemented by the property owner, or any "forced correction" on the part of the GH POA is implemented, or the violation appeal process is completed (with the violation disposed of) **AND** any penalties, surcharges, and fees are either paid in full, or invoiced for payment through the Delinquent Property Assessments and Dues system. The violation does not remain in active status solely for the financial collection activity.

VII. PENALTY/FEE SCHEDULE

Penalties and Fees are a necessary part of Policy and Procedure to ensure violators' understand the importance of adhering to deed restrictions and the consequences of not doing so. As mentioned in Section I, there are four general types of violations varying in level of importance and impact, or time criticality. Thus, the violation penalty varies with type:

Type A Violation:	1 st Violation	\$100.00 + admin fee
	2 nd Violation	\$125.00 + admin fee
	3 rd and Subsequent Violations	\$250.00 + admin fee
=====		
Type B Violation:	1 st Violation	\$150.00 + admin fee (+ 10% of base fine added as per-day surcharge when required)
	2 nd Violation	\$200.00 + admin fee (+ 10% of base fine added as per-day surcharge when required)
	3 rd and Subsequent Violations	\$400.00 + admin fee (+ 10% of base fine added as per-day surcharge when required)
=====		
Type C Violation:	1 st Violation	\$50.00 + Actual Remedy costs + admin fee
	2 nd Violation	\$100.00 + Actual Remedy costs + admin fee
	3 rd and Subsequent Violations	\$150.00 + Actual Remedy costs + admin fee
=====		
Type D Violation:	1st Violation	<u>Minor</u> <u>Major</u> \$100.00 to \$500.00 + admin fee
	2nd and Subsequent Violation	\$200.00 to \$1000.00 + admin fee
=====		
Administrative Fee:	Fixed Charge of Thirty (\$30.00) Dollars	

Appendix A: CCR and ACC Violations

VIOLATION ID	VIOLATION	CCR LOCATION	Type
Unauthorized Use			
UU01	Residential property being used for Business, Professional, Commercial or Manufacturing purposes	Art. III, Sec. 1	A
UU02	Attached garage not in a functional configuration for the parking of automobiles	Art. III, Sec. 1, 5	A
UU03	Unauthorized, "Out-of-Character" building placed on Lot	Art. III, Sec. 1	B
Annoyance or Nuisance			
AN01	Exterior speakers, horn, whistle, bell, or other sound device used or placed on a Lot	Art. III, Sec. 9, 19	A
AN02	Storage of flammable liquids in excess of 10 Gallons	Art. III, Sec. 9, 18, 19	B
AN03	Discharge of Firearm or Fireworks	Art. III, Sec. 9	B
AN04	Conducting an offensive or hazardous activity by reason of: Fire, Explosive, Odor, Fumes, Dust, Smoke, Vibration, or Pollution	Art. III, Sec. 9	B
AN05	Unauthorized liquefied hydrocarbon storage container in use (other than small grill-type containers)	Art. III, Sec. 9, 18, 19	B
AN06	Improper exterior lighting used on property	Art. III, Sec. 19	A
Temporary Structure			
TS01	Temporary Structure placed on Lot: Manufactured Home, Mobile Home, Outbuilding	Art. III, Sec. 1, 10	B
TS02	Temporary Structure placed on Lot: Travel Trailer; RV, Trailered Boat	Art. III, Sec. 1, 10	B*
TS03	Temporary Structure placed on Lot: Tent, Shack	Art. III, Sec. 1, 10	B
Improper/Unauthorized Signage			
IU01	Improper or unauthorized signage, displays, banners, advertising device, etc. posted on property	Art. III, Sec. 11, 19	C
Garbage and Refuse			
GR01	Trash or Rubbish on property not in approved containers	Art. III, Sec. 13, 20	C
GR02	Open storage of materials visible from street (other than approved construction)	Art. III, Sec. 13, 20	A
Obstruction of View			
OV01	Plant material greater than 2 feet in height past rear building line of lakefront Lot.	Art. III, Sec. 15	A
OV02	Unauthorized removal of in-place trees	Art. III, Sec. 15, 20	B
Walls, Fences and Hedges			
WF01	Improper location of wall or fence relative to platted build lines and easements	Art. III, Sec. 16	D
WF02	Waterfront Lot fence not black ornamental metal (iron, aluminum)	Art. III, Sec. 16	D
WF03	Waterfront Lot fence over 4 feet in height	Art. III, Sec. 16	D
WF04	Chain link fence erected or otherwise placed on Lot	Art. III, Sec. 16	D
WF05	Interior Lot fence greater than 6 feet (plus "rot board" dimension)	Art. III, Sec. 16	D
WF06	Interior fence not of approved materials	Art. III, Sec. 16	D
WF07	Wooden fence finished face not facing street side	Art. III, Sec. 16	D
WF08	Installed fence impeding natural water flow	Art. III, Sec. 16	C

Views, Obstructions and Privacy			
VO01	Clothes lines, exterior clothes drying devices used on Lot	Art. III, Sec. 19	A
VO02	Above ground swimming pool installed	Art. III, Sec. 19	A
VO03	Window air conditioner installed	Art. III, Sec. 19	A
VO04	Inoperable motor vehicle stored on Lot	Art. III, Sec. 19	A
VO05	Unapproved landscape yard art, statuary, playground equipment, flagpoles, streamers	Art. III, Sec. 19	A
VO06			
Lot/Yard Maintenance			
LY01	Lot not landscaped three (3) or more months of date of Occupancy	Art. III, Sec. 20	D
LY02	Failure to cut weeds and grass and maintain property in a sanitary, healthful, and attractive manner	Art. III, Sec. 20	C
LY03	Lot erosion/silting into ditches or canals; No effective erosion control measures in use or measures in disrepair.	Art. III, Sec. 20	B
LY04	Improper storage of materials and equipment other than for original construction.	Art. III, Sec. 20	A
LY05	Driving through ditches to gain access to Lot	Art. III, Sec. 20	A
LY06	Rear yards or portions of yards visible to public view: yard equipment, wood piles or storage piles, residential materials not properly screened or stored	Art. III, Sec. 13, 20	A
LY07	Burning of trash and debris on property	Art. III, Sec. 20	B
LY08	Standing dead tree hazard not removed	Art. III, Sec. 20	C
LY09	Fallen dead tree(s) not removed	Art. III, Sec. 20	C
Motor Vehicle Operation, Storage, Repair			
MV01	Improper operation of unlicensed vehicle on roads: motorcycle, scooter, go-cart	Art. III, Sec. 21	B
MV02	Non-motorized vehicle, trailer, boat, or marine-type improperly parked or stored on any part of Lot, easement, or right-of-way	Art. III, Sec. 21, 22	B*
MV03	Dismantling and repair, or storage, of motorized vehicle on any part of Lot, easement, or right-of-way.	Art. III, Sec. 9, 19, 21, 22	B*
MV04	Improper operation of a licensed vehicle	Art. III, Sec. 9	B
Antenna and Satellite Dish, Panels			
SD01	Antenna/dish improper size, color, # of Dishes.	Art. III, Sec. 23	A
SD02	Improper radio transmission - radiation of energy.	Art. III, Sec. 23	A
SD03	Solar panels improperly located	Art. III, Sec. 23, 24	A
SD04	Satellite dish outside of building lines or in front of a building or visible from the street.	Art. III, Sec. 23	A
Pets			
PT01	Horses, cows, poultry or other livestock (other than inside-housepets) maintained on Lot (Exemption for certain Lots on Peel Rd. in Section 1)	Art. III, Sec. 25	B
PT02	Pets running at large; pets not on leash; animals causing resident threat or nuisance	Art. III, Sec. 25	A
Architecture Control			
AC01	Unauthorized Improvement - no prior approval	Art. III, Sec. 3	B
AC02	Premature Improvement startup - no prior approval	Art. III, Sec. 3	B
AC03	Improper Improvement construction: style, color, roofing selection/material, elevation, topography, community harmony	Art. III, Sec. 3, 5	D
AC04	Improvement not constructed according to subdivision construction requirements and specifications	Art. III, Sec. 3, 5	D

AC05	Improper Improvement location on Lot; Construction initiated without location verification and waiver	Art. III, Sec. 3, 6, 19	B
AC06	Unauthorized/unapproved carport put in place	Art. III, Sec. 2, 5	B
AC07	Home construction on-site exceeding 180 days	Art. III, Sec. 10	A
AC08	Protective patio screening deteriorated and needing repair or maintenance	Art. III, Sec. 16	A
AC09	Unauthorized mailbox design or use of construction materials	Art. III, Sec. 17	D
AC10	Failure to remove construction site downed trees, stumps, limbs, branches	Art. III, Sec. 20	D
AC11	Improper entry or use of adjacent Lot; unauthorized trash and debris on adjacent Lot	Art. III, Sec. 20	B
AC12	Improper entry to construction site; no culvert - passage through ditch	Art. III, Sec. 20	B
AC13	Entry culvert at incorrect grade or slope	Art. III, Sec. 20	D
AC14	Alteration of established drainage: Unauthorized, Improper, Incomplete	Art. III, Sec. 26	D
AC15	Entrance lip, culvert, driveway curb ties in disrepair and unattractive	Art. III, Sec. 27	A
AC16	Unauthorized bulkhead, boat slip cover (homemade type),	Art. III, Sec. 31	A
AC17	Bulkhead, boat slip not properly repaired or maintained	Art. III, Sec. 31	A
AC18	Plastic construction fencing not installed or in disrepair	Building App.	A
AC19	Improper concrete contractor washout of cement trucks	Building App.	D
AC20	Dirt and construction debris allowed to remain on street; no broom cleaning	Building App.	D
AC21	No dumpster or authorized trash receptacle on construction site	Building App.	D
AC22	Worker lunch litter, debris, alcohol consumption on construction site	Building App.	D
AC23	Dirt and construction debris in drainage ditches	Building App.	D
AC24	Property erosion control means not in place or in disrepair	Building App.	B
AC25	Port-a-Can sanitary facility not installed at time of construction start	Building App.	D
AC26	Construction workers parking on street; traffic flow obstruction	Building App.	D
AC27	Construction activity outside of approved construction-time hours	Building App.	D

Appendix B: GHPOA CCR and ACC Violations Log

Violation Status As Of: _____

CODE & SEQ. #	VIOLATION	VIOLATION DISCOVERY DATE	GH OR HS: LEGAL DESCR.	STREET ADDRESS	OWNER'S LAST NAME	OWNER NOTIFIED? (Email or Phone)	Cert LTR MAILED with PHOTO	RESIDENT'S RESPONSE (AS OF DATE)
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REVISIT DATE	PENALTY NOTICE LTR & AMOUNT	VIOLATION INVOICED w PHOTO	DATE OF COMPLETION
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The violations processed through the GH POA Policy and Procedure (P&P) "computer tool" shall have the following events and data attributes entered/recorded at the time each is recognized or executed. The purpose is to maintain an official time-sequence history/record of each violation from first discovery to final disposition. The CCR Violation Log shall contain an "As Of" date to ensure the latest Log can be easily ascertained.

1. **Identification Code and Sequence Number** ("Violation ID" from Appendix A plus 3-digit Sequence Number for Unique Violation Identification, e.g., MV03-042)
2. **Violation** (Brief descriptive phrase from Attachment A)
3. **Violation Discovery Date** (Date upon which violation is first observed and photographed – at least one file photo is mandatory)
4. **Legal Description** (Lot ID, e.g., *HS 01 B1 L06* is equiv. to: *Harbor Side Section 01, Block 1, Lot 06*)
5. **Street Address** (Location of Violation)
6. **Owner's Last Name** (As listed on the official County Appraisal District (MCAD) property rolls)
7. **Owner Notified** (Date and method of informal notification)
8. **Certified Letter Mailed** (Date written correspondence is mailed for each violation)
9. **Owner's Response** (Narrative entry of the position the owner is taking on the violation and its remedy. Entry can be as many words as necessary to clearly convey status)
10. **Revisit Date** (Date GH POA Staff revisited violation location either to verify corrected for closure or current conditions)
11. **Penalty Notice Letter and Amount** (Date "Final Notice" letter is mailed detailing all charges, fees, and fines)
12. **Violation Invoiced with Photo**
13. **Date of Completion** (Date the violation is determined to need no further attention/activity – Photo not mandatory)

ATTACHMENT 1: VIOLATION "FIRST NOTICE" LETTER (Required Info in RED)

GRAND HARBOR
Property Owner's Association
11301 Grand Harbor Blvd.
Montgomery, TX 77356

Date: _____ Property Legal: **GH/HS** Sec. _____ Blk. _____ Lot. _____
Sequence # _____ Property Address: _____

Name: _____
Mailing Address: _____
City, State and Zip: _____

REF: DEED VIOLATION – EXPLANATION OF THE VIOLATION

Dear Property Owner,

The Grand Harbor Property Owner's Association (GH POA) is responsible for subdivision Deed Restrictions Enforcement. The specifics of this responsibility are contained in the enforcement Policy and Procedure available for viewing at: <http://www.grandharborpoa.com>

A violation of our subdivision Covenants, Conditions and Restrictions (CCR's, a.k.a. Deed Restrictions) has been identified on the reference property, in that the property at **Address** is in violation of the following CCR Article **NUMBER**, which indicates that:

Insert Violation Info from CCR Article/Number or Appendix A Description

Please be advised your violation is a Type: **X**, subject to the attached Penalty/Fee Schedule. As the property owner of record, the GH POA is looking to you to expeditiously remedy this situation.

This violation must be cleared within Ten (10) days of the date of this notification letter's postmark. If there are extenuating circumstances as to why you have not or cannot cure this violation, please contact the POA Staff during regular business hour with your explanation:

Insert responsible POA Staff's name, phone #, and email address

According to GH POA Policy and Procedures, you also have the right to appeal this asserted violation to the GH POA Board of Directors by requesting a meeting through the contact above within this same Ten (10) day window of opportunity.

It is our hope that the alleged violation will be cleared with minimum impact on all parties. Please understand that your inattention to this matter will eventually result in either monetary fine or more substantial legal proceedings as noted.

Sincerely,

Name and Position with GH POA

CC:

Property Owner's File
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This page must accompany the First Notice, Invoice, or ACC Notice Letters

VIOLATION TYPES

Type A: Those violations that are relatively easily resolved by property owner attention/action. Violation corrective action is not time-critical and is negotiable to some degree; in infrequent instances, it is possible for corrective action to be implemented without a fine for the first offense. A fine can otherwise be imposed if not resolved in a timely manner or if it is a repeat violation.

Type B: Those violations of an egregious nature such that, with official notification, 1) an immediate fine is to be levied, or, 2) any procrastination on the part of the violator in implementing a remedy will cause an added per-day surcharges to be applied onto the basic penalty, until the violation is removed. (See also "Grace Period" consideration in Procedure Notes.)

Type C: Those violations that may involve a critical time element (such as fast growth of weeds) that, if not expeditiously cured by the property owner, can/will be remedied by the GH POA, with the property owner then billed for all fines, remedy costs, along with a administrative fee.

Type D: Those items in violation of the Architectural Control Committee's (ACC) New-Home Improvement Agreements, as accepted by both the property owner and new-home contractors. These stipulations are CCR derivatives within the ACC's formal enforcement duties and responsibilities. The non-payment of these violation fines can result in the withholding of improvement application deposit refunds.

PENALTY/FEE SCHEDULE

Type A Violation:	1 st Violation	\$100.00 + admin fee
	2 nd Violation	\$125.00 + admin fee
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=====		
Type B Violation:	1 st Violation	\$150.00 + admin fee (+ 10% of base fine added as per-day surcharge when required)
	2 nd Violation	\$200.00 + admin fee (+ 10% of base fine added as per-day surcharge when required)
	3 rd and Subsequent Violations	\$400.00 + admin fee (+ 10% of base fine added as per-day surcharge when required)
=====		
Type C Violation:	1 st Violation	\$50.00 + Actual Remedy costs + admin fee
	2 nd Violation	\$100.00 + Actual Remedy costs + admin fee
	3 rd and Subsequent Violations	\$150.00 + Actual Remedy costs + admin fee
=====		
Type D Violation:	1 st Violation	<u>Minor</u> \$100.00 <u>Major</u> \$500.00 + admin fee
	2 nd and Subsequent Violation	\$200.00 \$1000.00 + admin fee
=====		
Administrative Fee:	Fixed Charge of Thirty (\$30.00) Dollars	

GRAND HARBOR
Property Owner's Association
11301 Grand Harbor Blvd.
Montgomery, TX 77356

Date: _____ Property Legal: **GH/HS** Sec. ____ Blk. ____ Lot. ____
Sequence # _____ Property Address: _____

Name: _____
Mailing Address: _____
City, State and Zip: _____

REF: INVOICE NOTICE OF GRAND HARBOR/HARBOR SIDE DEED RESTRICTION VIOLATION

Dear Property Owner,

On _____, you were notified of a violation of Grand Harbor/Harbor Side subdivision Covenants, Conditions and Restrictions (CCR's) as follows:

Explain again violation with specifics as noted in First Notice letter

As the property owner of record, the Grand Harbor Property Owners Association (GH POA) was looking to you to remedy this violation, but, as yet, there has been no satisfactory resolution. Also, the offer of an opportunity to appeal the situation with the GH POA Board of Directors was not taken. Therefore, according to the GH POA Deed Restrictions Enforcement Policy and Procedures document (available for viewing at: <http://www.grandharborpoa.com>), the recourse being taken by POA management for a Type **X** Violation is the immediate application of a penalty in accordance with the attached Penalty/Fee Schedule, and the accompanying Invoice for Payment.

Please understand that further inattention to this matter will absolutely result in either a compounding monetary fine or substantial intervention through GH POA legal counsel. If you have any questions or need additional information, please contact the POA Office at 936-582-1054 during regular business hours.

Sincerely,
Name and Position with GH POA

CC:
Property Owner's File

ATTACHMENT 3: TYPE D "ACC NOTICE" LETTER (Required Info in RED)

GRAND HARBOR
Property Owner's Association
11301 Grand Harbor Blvd.
Montgomery, TX 77356

Date: _____ Property Legal: GH/HS Sec. ____ Blk. ____ Lot. ____
Sequence # _____ Property Address: _____

Name: _____
Mailing Address: _____
City, State and Zip: _____

Dear Property Owner,

The Grand Harbor Property Owner's Association (GH POA) is responsible for subdivision Deed Restrictions Enforcement. The specifics of this responsibility are contained in the enforcement procedure available for viewing at: <http://www.grandharborpoa.com>

A violation of either: 1) the restrictions and conditions contained in the ACC New-Home Construction Application you, as the owner, and/or the builder, agreed to, or 2) the subdivision Covenants, Conditions and Restrictions (CCR's) has been identified on the reference property as follows:

Explain violation with specifics. Include at least one photo

As the property owner of record, the GH POA is looking to you and/or the builder to immediately remedy this situation:

Explain what is needed to remove the violation

Because of this situation's time element, the violation must be cleared within Ten (10) days of postmark of this letter, otherwise the recourse taken by the GH POA ACC will either be a Type X monetary fine (with the assessed amount withheld from the Builder's Refundable Deposit), or GH POA attorney intervention.

If there are extenuating circumstances as to why you and your builder have not or can not cure this violation, please contact the POA Office immediately with your explanation:

Insert responsible manager's name, phone #, and email address

According to GH POA Policy and Procedures, you or a builder representative also have the right to appeal this asserted violation to the GH POA ACC by requesting a meeting through the contact above within this same Ten (10) day window of opportunity.

It is yet our hope the alleged violation can be cleared with minimum impact. However, please understand that further inattention to this matter will absolutely result in either a penalty or more substantial legal proceeding. If you have any questions or need additional information, contact the POA Office during regular business hours.

Sincerely,
(Name and Position with GH POA)

FILED FOR RECORD

06/16/2011 2:49PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

06/16/2011



Mark Tumbull

County Clerk
Montgomery County, Texas