

WESTADOR CIVIC ASSOCIATION

DEED RESTRICTION ENFORCEMENT POLICY

PURPOSE

To adopt a policy which addresses the uniform enforcement of deed restrictions by Westador Civic Association Restrictive Covenants Westador, Section 1 and 2, Amendment to Restrictive Covenants Westador, Sections 1 and 2, Amendment to Restrictive Covenants Westador, Section 3, Amendment to Restrictions, Covenants, Conditions, and Maintenance Charge Relating to Westador, Section 3, Amendment to Restrictions, Covenants, Conditions, and Maintenance Charge Relating to Westador, Section 4, Restrictions, Covenants, Conditions, and Maintenance Charge Relating to Westador, Section 5, Section 6 and Section 7

SCOPE

This policy applies to all members of Westador subdivision which are subject to the Declaration of Covenants, Conditions and Restrictions for Westador subdivision in Texas and any Amendments there to:

REFERENCES

Westador subdivision sections 1, 2, 3, 4, 5, 6, and 7.

The Westador Civic Association By-Laws.

All other governing documents for Westador subdivision 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 restrictions provisions in the Conditions and Restrictions of Westador subdivision.

Inspector: A person officially appointed to make inspections and report to designated members of the Westador Civic Association Board of Directors, the Architectural Control Committee members, or their assigns. The Inspector could include a property management company.

Maintenance: To repair or replace to an operational, functional and aesthetically pleasing condition.

Violation: An act or condition, or lack of maintenance, 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 Westador subdivision.

5. Language to indicate that, if a hearing is not requested and the violation is not cured by the 30th day, all attorney's fees, related expenses and cost incurred by the Association shall be charged to the owner's account.

Third Letter:

Upon subsequent inspection, 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.

The owner will be advised that a \$25.00 (if a homeowner) and a \$35 (if an absentee property owner) charge will be assessed to their account if the violation exists after the designated date in the letter, if a hearing has not been requested.

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.

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 Westador Civic Association Property owners Association.

Board of Directors Hearing:

The Board will make a determination as to whether the violating owner is to be turned over to the Association's attorney following either the hearing requested by the owner or the deadline expiration to request such a hearing. The Board of Directors of Westador Civic Association Property Owners Association has the discretion to consider special circumstances applying to the owner and tenant {if applicable}.

If a Hearing has been requested, the Board of Directors must make arrangements for it to be held no later than 30 days after the date that the Board or the property management company received the written request.

The owner must be notified of the date, time, and place for the hearing no later than 10 days prior to the hearing date.

Either party may request a 10-day postponement and additional postponements may be made by mutual agreement.

Fourth Letter:

Upon subsequent inspection, the letter will notify the owner of the decision of the Board of Directors as to what action will be taken to remedy the violation. There will be a charge of \$50.00 (if a homeowner) and a \$75 (if an absentee property owner) applied to the owner's account. A statement of charges will be mailed to the last known address as reflected on the Association's records.

POLICY

The policy for enforcement of Deed Restrictions by the Westador Civic Association (the 'Association') is as follows:

Owners Address:

Each owner shall notify the Association in writing, at all times, of their current mailing address. Inspector or his designee has the authority to automatically order a title search, at the owner's expense, whenever mail sent to the owner by the inspector or their designee is returned by the post office as undeliverable. The inspector can do the same if they believe the ownership of the affected property has changed. Any costs incurred by the Association in determining or attempting to determine ownership of the property and locating the owner of the property shall become charges due against the owner's lot. Deed Restriction violation enforcement shall not cease solely because notices are returned by the post office.

Notification:

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

First Letter:

Upon inspection of the violation, a letter shall be sent via regular mail to notify owner and tenant (if applicable) of the violation of the Deed Restrictions and to request correction of the violation within 30 days of the date of the letter.

Owner and tenant (if applicable) shall 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.

Second Letter:

Upon inspection a second letter shall be sent, certified return receipt requested, and regular mail, to notify owner and tenant (if applicable) of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This certified letter will 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 and that attorney fees and costs will be charged if the violation continues.
3. A notice to the owner that they may request a hearing on or before the 30th day after the date the owner receives the notice.
4. A notice of a \$25.00 (if a homeowner) and a \$35 (if an absentee property owner) charge will be assessed to the owner's account if the violation still exists on the next inspection.

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.

Once the Board of Directors has referred the violation to an attorney, no further correspondence or communication is to be made to the Board of Directors or the property management company.

Any and all attorney fees association 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.

Recurring Violator:

The Board of Directors has the discretion to impose a fine immediately upon written notice of a similar violation within twelve (12) months of the original violation, so long as the owner received the third notice letter. The recurring violator is not entitled to an opportunity to avoid the fine by curing the violation. The fine for recurring violations shall be no less than \$50.00.


Forced Maintenance:


As authorized by the Westador subdivision, the Association reserves the right to cure the violations after appropriate notice, and to charge to owner for the cost of such work.

Law Suit Filing:

The Notice and Hearing provisions stated herein do 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.

Adopted this day of 16 July, 2009


Richard Murphy, President
Westador Civic Association


Witness:
Westador Civic Association