

NOTICE  
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**NORTH BRIAR COMMUNITY ASSOCIATION, INC.'S RESOLUTION**

**ADOPTING DEED RESTRICTION ENFORCEMENT AND FINE POLICY**

I, the undersigned Secretary of North Briar Community Association, Inc., a Texas non-profit corporation, (hereinafter referred to as the "Association"), do warrant, represent and certify as follows:

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1. A meeting was fully held by the Board of Directors ("Board") of the Association;
2. A sufficient number of the Board were present to constitute a quorum and that meeting was duly organized for the purpose of business; and
3. The following resolution and action was authorized by the Board:

WHEREAS, the property encumbered by this Deed Restriction Enforcement and Fine Policy (the "Policy") is that property restricted by the Restrictions of Country Village, Section One recorded under Official Public Records of Real Property of Harris County, County Clerk's File No. D888693; the Restrictions of Country Village, Section Two recorded under Official Public Records of Real Property of Harris County, County Clerk's File No. E379081; the Restrictions of Country Village, Section Three recorded under Official Public Records of Real Property of Harris County, County Clerk's File No. E665610, as same has been or may be amended from time to time (collectively hereinafter referred to as "Declaration"), and any other property which has been or may be annexed and made subject to the authority of the North Briar Community Association, Inc. ("Association"); and

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WHEREAS, pursuant to the Dedicatory Instruments (as that term is defined in the Texas Property Code) governing the Country Village Subdivision, the Association is vested with the authority to enforce against Owners for violations of restrictive covenants contained in the Association's Dedicatory Instruments; and

WHEREAS, pursuant to the Texas Property Code Section 204.010 the Association may exercise other powers necessary and proper for the governance and operation of the property owners' association in addition to any other powers granted to the Association;

WHEREAS, pursuant to the Declaration and the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts this Policy in an effort to provide homeowners with a better understanding of the process of deed restriction enforcement and fines; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy; and

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WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted regulation and/or policies addressing the enforcement of deed restrictions and fines as set forth herein, this Policy shall control.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

## **ARTICLE 1: DEED RESTRICTION ENFORCEMENT**

### **1.) COURTESY LETTER:**

Upon verification of a violation, a Courtesy Letter may be sent to the Owner with a description of the deed restriction violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a Courtesy Letter prior to making a Written Demand.

### **2.) WRITTEN DEMAND:**

Upon violation of any of the Association's Declarations or other Dedicatory Instruments, the Association shall give the violating Owner written notice in accordance with Texas Property Code Section 209.006 describing the violation and the amount of fine to be imposed, if any. The Association shall give the Owner a reasonable period of time to cure the violation and avoid the fine, unless the Owner has been given written notice and opportunity to cure a similar violation within the previous 6 months.

### **3.) RIGHT TO REQUEST HEARING:**

Owner has the right to request a hearing within 30 days in accordance with Texas Property Code Section 209.007. If Owner chooses not to request a hearing, the violation must be cured within the timeframe set forth in the Written Demand to avoid fines and/or the suspension of use of common areas. All and other remedies available to the Association may be implemented after the expiration of the 30 day timeframe provided to the Owner to request a hearing.

Owner shall be liable for, and the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or should a hearing not be requested, after the date by which the Owner must request a hearing. In addition to charging fines, the Association reserves the right under any Dedicatory Instrument and Texas law to pursue litigation for damages, civil penalties, and injunctive relief.

The Association is not obligated to give Owner a hearing after the expiration of the timeframe provided to the Owner to request a hearing.

### **4.) UNCURABLE VIOLATIONS:**

In the event the violation is of an incurable nature as described by Texas Property Code Section 209.006(h), the Owner is not entitled to a reasonable period to cure in order to avoid the

fine(s) or any related enforcement costs. For incurable violations, the nonrepetition of a one-time violation that is not ongoing is not considered an adequate remedy. The following are examples of acts considered incurable in accordance with Texas Property Code Section 209.006(h):

- A. Shooting fireworks;
- B. An act constituting a threat to health and safety;
- C. A noise violation that is not ongoing;
- D. Property damage, including the removal or alteration of landscape; and
- E. Holding a garage sale or other event prohibited by a dedicatory instrument.

For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

#### 5.) SUBSEQUENT SIMILAR VIOLATIONS:

If an Owner has a violation within 6 months after receiving a Written Demand for a previous, similar violation, the Association may implement fines, suspension of Common areas, or any other remedies without sending another Written Demand to Owner.

#### 6.) RESERVATION OF DISCRETION:

The Association shall have the right, but not the obligation, to evaluate each violation on a case-by-case basis as it deems reasonable. The Association is hereby authorized to impose lesser fines or no fine at all for violation of the Dedicatory Instruments of the Association as determined by the Board of Directors in its sole discretion.

### **ARTICLE II: FINES**

After a Written Demand (if required) has been sent to the Owner pursuant to the terms set forth above, the Association, acting through the Board, is authorized to impose fines according to the schedule for violations of any provision of the Dedicatory Instruments governing the Country Village Subdivision, as set forth below. If the violation is a similar subsequent violation of one that has occurred within the previous 6 months, the fine may escalate as the subsequent instance or offense of the same or similar violation.

Fines against an Owner will be assessed against the Owner's Lot. The Owner will be responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will also be assessed against the Owner's Lot.

#### **FINES FOR VIOLATIONS OF THE DECLARATION RELATING TO ARCHITECTURAL CONTROL MATTERS**

In the instance where an Owner's violation(s) of the Dedicatory Instruments relates to matters of Architectural Control, the Association may assess a \$100.00 fine for every month the

violation exists or each time it occurs until abated. In the event the violation is of an incurable nature or threatens the health, safety, or welfare of other residents as described by Texas Property Code Section 209.006(h), the Owner is not entitled to a reasonable period to cure in order to avoid the fine(s) or any other related enforcement costs.

**FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS**  
**NOT RELATING TO ARCHITECTURAL CONTROL MATTERS**

In the instance where an Owner's violation(s) of the Dedicatory Instruments does not affect or relate to Architectural Control matters, the following schedule of fines will apply should the Association determine, in its sole discretion, to impose fines for a particular violation for each instance or occurrence of the same or similar violation:

First Instance	\$ 25.00
Second Instance	\$ 50.00
Third Instance	\$ 75.00
Subsequent Instances	\$ 100.00

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of North Briar Community Association, Inc., a Texas non-profit corporation;

That the foregoing resolution adopting the North Briar Deed Restriction Enforcement and Fine Policy was duly adopted by the Board of Directors on 20 day of January, 2016.

In witness whereof, I have hereunto subscribed my name on this the 20 day of January, 2016.

By Suzanne L. Beck

Printed Name: Suzanne L. Beck

STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on this 20 day of January 2016 by Suzanne Beck, Secretary of North Briar Community Association, Inc.

Maria C Leal

Notary Public, State of Texas

Maria C Leal

Notary's Printed Name

My commission expires on 7/31/18



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# Pages 6  
01/28/2016 12:57 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$32.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, 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 Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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