



**THE WESTCREEK DEED RESTRICTION ENFORCEMENT,
COLLECTION AND SCHEDULE OF FINES POLICY**

The property encumbered by this Deed Restriction Enforcement, Collection and Schedule of Fines Policy (the "Policy") is that property initially restricted by the Declaration of Covenants Conditions and Restrictions for Westcreek recorded under Fort Bend County Clerk's File No. 2006021583, as same may have been or may be amended from time to time (referred to hereinafter as the "Declaration"), and any other subdivisions which have been, or may be subsequently annexed thereto and made subject to the authority of the Westcreek Community Association, Inc. (the "Association"). All capitalized terms are defined as set out in the Declaration unless otherwise noted herein.

Pursuant to Article IX, Section 9.6, enforceability, of the Declaration, the Board of Directors (hereinafter the "Board") of the Association is vested with the authority to impose reasonable fines against Owners (as that term is defined in the Declaration) for violations of restrictive covenants contained in the Association's Dedicatory Instruments (as that term is defined in the Texas Property Code).

In addition to the aforementioned authority, the Board of the Association, in an effort to provide homeowners with a better understanding of the process of deed restriction enforcement, assessment collection and fine amounts has duly adopted this Policy. Please review the Policy to become familiar with the type of enforcement action that may be taken.

Owners will be given a reasonable time to cure deed restriction violations. The time period given to correct violations will generally be ten (10) days. However, the time period given may vary in relation to the difficulty, planning and expense associated with rectifying the violation which shall be determined in the sole discretion of the Board. Additionally, the Board may take into consideration the health, safety and welfare of the community when determining the time period to cure such violation. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board.

ARTICLE I: THE DEED RESTRICTION ENFORCMENT POLICY

1. COURTESY LETTER

Upon verification of a violation, a Courtesy Letter may be sent to the Owner stating a description of the deed restriction violation and requesting that the Owner cure the violation within a stated time period.

2. VIOLATION LETTER:

After the expiration of the time period stated in the Courtesy Letter, or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Owner, either via regular U.S. mail postage prepaid, overnight delivery by a private courier, hand delivery, via email or facsimile transmission. Depending on the severity of the violation and/or the history of

previous violations on the Owner's lot, this may be the first letter sent as determined in the sole and absolute discretion of the Board. The Violation Letter will state:

- (a) A description of the deed restriction violation(s).
- (b) The action required to correct the violation(s).
- (c) The time by which the violation must be corrected.
- (d) That if the violation is not corrected within the time allowed, or if there is a subsequent violation of the same restriction, or any other restriction set forth in the Declaration, that a fine may be imposed.

3. **DEMAND LETTER:**

If the violation is not corrected within the time allowed, or if there is a subsequent violation of the same restriction, or any other restriction set forth in the Declaration, a Demand Letter will be sent to the Owner. This letter will be sent postage prepaid, via U.S. regular mail and certified mail, return receipt requested. This may be the first letter sent depending on the severity of the violation and/or the history of previous violations on the Owner's lot, as determined in the sole and absolute discretion of the Board. This letter will state:

- (a) A description of the deed restriction violation(s).
- (b) The action required to correct the violation(s).
- (c) That the matter may be turned over to the Association's legal counsel and charges for Legal Fees will be incurred which will be added to the Owner's assessment account, and shall constitute a lien on the property.
- (d) The proposed sanction or fine to be imposed.
- (e) That a reasonable period of time will be given, to be determined in the sole discretion of the Board, to cure the violation and avoid the fine, unless notice and opportunity to cure a similar violation was given within the previous six months.
- (f) That a hearing before the Board or designated committee may be requested in writing on or before the 30th day after the date the Owner receives the notice.
- (g) That if the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board.
- (h) A hearing shall be granted if a written request for a hearing is received by the Board not more than thirty (30) days after the Owner's receipt of the Demand Letter. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, it must be granted for a period of not more than 10 days. Any additional postponements may be granted by agreement of the parties.
- (i) Evidence may be produced or a written statement may be sent in advance of the hearing, containing any evidence that the Owner wishes to be considered.

4. After an affirmative decision by the Board, or after the expiration of the written notice, the Board may impose fines in accordance with Article III herein. If the violation is a subsequent violation of one that has occurred within the previous six months, the fine may accrue as of the first (1st) date of the subsequent violation.
5. Any fine imposed shall first be assessed against the occupant (if applicable). However, if the fine is not paid by the occupant within the time period required, the fine shall be posted to the Owner's Assessment account and the Owner shall pay the fine upon notice from the Board.
6. Pursuant to the authority vested in the Board in Article II, Sections 2.2 & 2.5 of the Declaration, if, in the reasonable opinion of the Board, any Owner fails in their obligations to keep their Residential Dwelling or other improvement on a Lot in good condition, repaired and adequately painted, or otherwise finished in accordance with community-wide standards, or to keep their Lot maintained, in a sanitary, healthful, and attractive manner by keeping all weeds, grass, shrubs and trees thereon cut and maintained and remove all dead or diseased trees and shrubs, or fails to maintain, repair or replace any fence or wall on the Lot, the Board may enter upon said Lot and perform such repair and maintenance in order to secure compliance with the Declaration if the Owner fails to fulfill this duty after ten (10) days written notice, which notice shall inform the Owner of his/her right to a hearing as set out hereinabove.
7. Pursuant to the authority vested in the Board in Article III, Section 3.9 of the Declaration, if, the Architectural Review Committee ("ARC") finds that any improvement on a Lot has been constructed or undertaken without obtaining the approval of the ARC, or has been completed other than in strict conformity with the description and material furnished by the applicant to the ARC, or has not been completed within the required time period after the date of approval by the ARC, the Association shall notify the Owner in writing of the noncompliance, which notice shall be given within sixty (60) days after the ARC received the Notice of Completion. If the Owner does not remedy the noncompliance within the time specified in the Notice of Noncompliance, the Board may (a) record a Notice of Noncompliance in the Real Property Records of Fort Bend County, Texas; (b) remove the noncomplying improvement on the Lot at the Owner's expense; and/or (c) otherwise remedy the noncompliance, including completing the improvement in question. The permissive and not mandatory right to remedy or remove the noncompliance shall be in addition to all other remedies that the Association may have at law, in equity, under this Declaration, or otherwise.
8. Pursuant to Sections 2.2, 2.5 and 3.9 of the Declaration, if the Association exercises its right to enter upon a Lot to cure a violation, the Owner shall be personally liable for the cost of such work and will reimburse the Association for the costs incurred, plus fifty percent (50%) of such costs for overhead and supervision, which shall be payable immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien

created in Article V of the Declaration. Interest at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.

9. If the violation is in the form of unauthorized construction, or of a type that is causing danger or nuisance to the community, and time is of the essence, as determined in the sole and absolute discretion of the Board, the Board may immediately turn the matter over to legal counsel for pursuit of injunctive relief.
10. The Board is authorized to impose lesser fines or no fine at all for violation(s) of the Bylaws, rules and regulations, the Declaration, or other Dedicatory Instruments of Westcreek as determined by the Board in its sole and absolute discretion.
11. Nothing contained herein, not otherwise required by the Declaration, shall require the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each deed restriction violation on a case-by-case basis as it, in its best judgment, deems reasonable.

ARTICLE II: THE COLLECTION POLICY

1. NOTICE

A. Annual Maintenance Charge

Per the terms of the Declaration, the authority to set, determine, assess, and collect the Annual Maintenance Charge ("Annual Assessment"), and the authority to exercise remedies for the nonpayment thereof, is delegated and assigned to the Association.

B. Special Assessment.

The Association may levy a special assessment when the Annual Assessment assessed for any period is insufficient to provide for the continued operation and maintenance of the Subdivision or any other purposes contemplated by the Declaration. Any Special Assessment levied by the Association must be approved by a majority of each class of Members present and voting, in person or by a proxy, at the meeting of the Members called for that purpose at which a quorum is present.

C. Reserve Assessment

Upon the sale of any Lot from the Declarant to any person other than a builder, the purchaser of the Lot shall pay \$100.00 (the "Reserve Assessment") to the Association. All Reserve Assessments collected by the Association shall be used by the Association for making capital improvements, repairing or refurbishing the Common Areas and/or establishing reserve accounts for those purposes. No Reserve Assessment paid by an Owner shall be refunded to the Owner by the Association.

D. Transfer Fee

The Association may charge the purchaser of a Lot a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Subdivision and changing the ownership records of the Association (the "Transfer Fee"). The Transfer Fee shall be paid to the Association or the managing agent of the Association.

2. DUE DATE

A. Annual Maintenance Charge

The Annual Assessment shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter, unless the Board allows the Annual Assessment to be paid in monthly or quarterly installments.

B. Special Assessment

Any Special Assessment shall be payable in the manner determined by the Board.

C. Reserve Assessment

The Reserve Assessment shall be due and payable at closing or on the date the deed conveying the Lot to the purchaser is signed or, if a contract for deed or similar instrument, the date the contract for deed is executed, whichever occurs earlier.

D. Transfer Fee

A Transfer Fee shall be paid to the Association or the managing agent of the Association, upon each transfer of title to a Lot.

E. Delinquency

If any Assessment or other sum due to the Association is not paid in full and received by the Association by 5:00 p.m. on the date when due, then such Assessment shall become delinquent.

F. Notice of Sums Owning

Upon written request of an owner, the Association shall provide to such owner a written statement setting out the then-current total of all charges owed by Owner with respect to his Lot. The Association shall be entitled to charge the owner a reasonable fee for such statement.

G. Disputed Charges

Charges disputed by an Owner shall be verified by the Association and are considered delinquent until such time as they are paid in full or the dispute is resolved.

3. INTEREST

If an Annual Assessment or Reserve Assessment is deemed delinquent, the Association shall have the right to charge interest on the amount due at the Designated Interest Rate from the due date until the date the sum is paid. The Designated Interest Rate means eighteen percent (18%) per annum or the maximum, non-usurious rate allowed by law, whichever is less, from the date originally due until paid. Additionally, if a Special Assessment is delinquent, the Association may charge the highest interest rate allowed by law.

4. LATE CHARGE

The Board shall have the authority to impose a monthly late charge on any delinquent Annual Assessment, Special Assessment or Reserve Assessment. The monthly late charge shall be in addition to interest.

5. SERVICE CHARGE

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

6. DELINQUENCY NOTIFICATION

The Association may cause to be sent the following notification(s) to delinquent Owners:

A. Past Due Notice:

In the event that an Assessment account balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent, but is not required to be sent, via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due.

B. Final Notice:

In the event that an Assessment account balance remains unpaid, a First/Final Notice may be sent via certified mail to each delinquent Owner. A charge of twenty dollars (\$20.00) or higher will be added to each delinquent Owner's account balance for administrative and postage costs. The First/Final Notice will set forth the following information and results of failure to pay, including an explanation of:

1. Amounts Due: All delinquent Assessments, interest and other amounts due;
2. Hearing: When required by law, the Owners shall be given notice and opportunity for a hearing before the Board. When required by law, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the Final Notice;

3. Common Area Use Suspension: Subject to notice and a right to a hearing, if required by law, the Owner's use of Common Areas may be suspended;
4. Voting Rights Suspension: Subject to notice and a right to a hearing, if required by law, the Board may suspend an Owner's right to vote; and
5. Attorneys Fees: Explanation that the delinquent account will be turned over to legal counsel for collection and that the Association will incur reasonable attorney's fees, for which reimbursement from the Owner will be sought.

C. Delinquency Notice Recorded

The Association may execute and record a document setting forth as to any Lot, the amount of delinquent sums due to the Association at the time such document is executed and the fact that a lien exists to secure payment thereof.

7. APPLICATION OF PAYMENTS

All payments received shall be applied in the following order: costs, attorney fees, fines, interest, and delinquent Assessments (as to each category, payment shall be applied to the most-aged charge first). The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account.

8. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY

Upon referral of the account to the Association attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment, instituting a judicial and/or non-judicial foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

9. ATTORNEY PROCESS

Unless contrary instructions are given by the Board or advised by the Association attorney, the following letters or actions will be taken upon referral, to the Association attorney, of a delinquent Owner not under bankruptcy protection:

- A. Initial Demand Letter – allowing an Owner thirty (30) days to pay the delinquency or dispute the debt pursuant to applicable law.
- B. Final Demand Letter – allowing a final thirty (30) days to pay the delinquency, if the delinquent amount is not paid after the Initial Demand Letter.
- C. Notice of Lien -- allowing thirty (30) days to pay the delinquency and avoid non-judicial foreclosure if the delinquent amount is not paid after the Final Demand Letter.
- D. Notice of Non-judicial Foreclosure Letter – if the delinquent amount is not paid after the Notice of Lien.

- E. Non-judicial Foreclosure Sale – if the delinquent amount is not paid after the Notice of Non-judicial Foreclosure Letter.
- F. Alternatively, if instructed by the Board, judicial foreclosure and/or pursuit of any other legal remedy available to the Association will be commenced.
- G. After obtaining a judgment, post-judgment remedies will be considered on a case by case basis to be determined in the sole discretion of the Board.

10. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association’s attorney so that the Association’s interests may be protected.

11. WAIVER/MODIFICATION OF POLICY

The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause. Granting a waiver, or modifying the procedure contained herein by the Association, shall not be relied on by any Owner, or any other person or entity, as a precedent in requesting or assuming waivers or modifications as to any other Owner or matter. Action by the Board in granting or denying a waiver or modifications is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any Owner or the same Owner for any reason whatsoever.

12. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and take action as in its best judgment it deems reasonable.

ARTICLE III. THE SCHEDULE OF FINES

After notice and an opportunity to be heard has been given to the Owner, the Association, acting through the Board, is authorized to impose fines according to the following schedule for violations of any provisions of the governing documents of Westcreek:

FINES FOR VIOLATIONS OF THE WESTCREEK DEDICATORY INSTRUMENTS NOT AFFECTING THE USE AND ENJOYMENT OF OWNERS

First Violation	\$50.00
Second Violation	\$100.00
Subsequent Violations	\$150.00

**FINES FOR VIOLATIONS OF THE WESTCREEK DEDICATORY
INSTRUMENTS AFFECTING THE USE AND ENJOYMENT OF OWNERS**

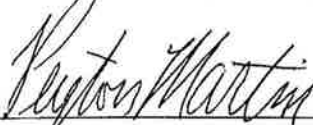
For violations of the Westcreek Dedicatory Instruments affecting the use and enjoyment of Owners, the Board may set the amount of the fine as it reasonably relates to the violation of the Westcreek Dedicatory Instruments and the number of Owners affected by the violation.

The Association, through the Board, is authorized to impose lesser fines, or no fine at all, for violation of the Bylaws, Rules and Regulations, the Declaration, or other Dedicatory Instruments of the Association, as determined by the Board in its sole and absolute discretion.

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 and shall constitute a lien on the Owner's lot.

ADOPTED by the Westcreek Community Association, Inc., on this the 28th day of March, 2008, and to be effective upon the recording of this Deed Restriction Enforcement, Collection and Schedule of Fines Policy in the Real Property Records of Fort Bend County, Texas.


WESTCREEK COMMUNITY ASSOCIATION,
INC., a Texas non-profit corporation



Peyton Martin, Director



Lori Platt, Director



Catherine Hickey, Director

CERTIFICATION

I, the undersigned, do hereby certify:

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

That the foregoing Deed Restriction Enforcement, Collection and Schedule of Fines Policy was unanimously adopted in writing by the Board of Directors on the 28th day of MARCH, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 28th day of MARCH, 2008.

[Signature]
Name: LORI PLATT
Title: Secretary

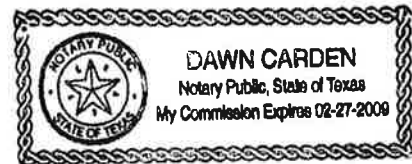
STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Lori Platt the Secretary of the Westcreek Community Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 28 day of March, 2008.

[Signature: Dawn Card]
Notary Public - State of Texas

After Recording Please Return To:
Stephanie L. Quade
Roberts Markel P.C.
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056



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RETURNED AT COUNTER TO: Westcreek
LORI PLATT / Comm. Assoc. Inc
310 MORTON ST. #280
RICHMOND TX 77469

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature: Dianne Wilson]

2008 Apr 25 12:48 PM
VCK \$47.00

2008044274

Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS



RESTRICT 2006021583

44 PGS

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WESTCREEK**

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