

LANCASTER COMMUNITY ASSOCIATION, INC.

AMENDED AND RESTATED DEED RESTRICTION ENFORCEMENT POLICY

WHEREAS, the Board of Directors of the Lancaster Community Association, Inc. (the "Association") is charged, under the terms of the dedicatory instruments governing all sections within the Lancaster Subdivision, with the responsibility of enforcing, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of the Declarations of Covenants, Conditions, and Restrictions governing the community (the "Declarations"); and

WHEREAS, from time to time homeowners violate the restrictions set forth within the Declarations and fail to respond to the demands from the board and/or property manager agent to place their properties in compliance with the restrictions imposed by the Declarations; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with the deed restriction violations in a timely manner, so as to ensure restriction compliance by homeowners in an effort to preserve and maintain real estate values throughout the community;

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING PROCEDURES BE ADOPTED:

A. Letters from the Association.

1. Courtesy or First Letter. Upon inspection and observation of a violation, a letter shall be sent by regular mail to notify the property owner (the "Owner") of the violation of the deed restrictions and to request correction of the violation.

The Owner shall be advised that further correspondence from the Association concerning said violation will result in an administrative charge of \$75.00 will be applied to be applied to their account. The Owner shall be advised to notify the Association if extenuating circumstances exist, if additional time is necessary to correct the violation, or if further information or clarification is needed.

In the event that the Association seeks an injunction to prohibit or prevent a violation of the deed restrictions by an Owner, and by doing so is seeking immediate relief lest it suffer irreparable harm, the Association may file suit for a temporary or permanent injunction without any further notice to the Owner. If an injunction appears to be a possibility, the Association's legal counsel may send the initial/first letter to the Owner.

2. Chapter 209 Letter. After 10 (ten) days from the date of the courtesy letter, a subsequent inspection and observation shall be made. If the property is still in violation, a letter, complying with Sec. 209.006 of the Texas Property Code (or any applicable successor statute), shall be sent by certified mail, return receipt requested, to notify the

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Owner of the failure to remedy the violation and to demand that the property be brought into compliance.

The Owner will be notified that the Association intends to turn the violation over to the Association's legal counsel for further action if the violation is not corrected.

The Owner will also be advised of the fact that all legal fees and related expenses will be charged back to the Owner if the matter is eventually referred to legal counsel. The Owner will be advised to notify the Association if any extenuating circumstances exist, if additional time is requested to correct the violation or if further information is needed.

The Owner may request a hearing under §209.007, Tex. Prop. Code, on or before the 30th day after the notice was mailed to the Owner. The Owner will be advised that if the violation is not cured after 30 days the notice was sent, a fine, in accordance with the violation fine list, may be added to their account.

B. Notice.

1. Notice of the Owner's Address. Each Owner is responsible for notifying the Association, in writing, at all times, of any changes in their mailing address.

2. Returned Notices. Deed Restriction violation enforcement shall not cease solely because notices are returned by the post office.

C. Hearing.

1. If the Owner requests a hearing in writing, the Board of Directors will 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 Owner by first class mail at the 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 maybe made by mutual agreement.

4. If a hearing is set and the Owner fails to attend, the Board will reach a decision and mail the decision to the Owner at the Owner's last known address via first class mail.

D. 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.

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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.

E. Violations Turned Over to the Attorney.

1. Board Discretion. The Board will decide whether the Owner is to be turned over to the Association's attorney. The Board of Directors has the discretion to consider unusual circumstances applying to the Owner.

2. 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. Any and all attorney fees associated with violation enforcement and collection of the associated fees shall be imposed on the Owner's account and immediately becomes eligible for collection.

F. Forced Maintenance.

As authorized by the Lancaster Community Association, Inc., the Board of Directors reserves the right to cure the violation, after appropriate notice, and charge the Owner for the cost of such work.


G. Guidelines Only.

This Deed Restriction Enforcement Policy is for the purpose of creating guidelines only and in no way limits or restricts the Association from enforcing its legal rights under Texas law.

CERTIFICATION

This is to certify that the foregoing Amended and Restated Deed Restriction Enforcement Policy was duly adopted by a majority of the Board of Directors, at a board meeting duly noticed and held on September 28, 2020.

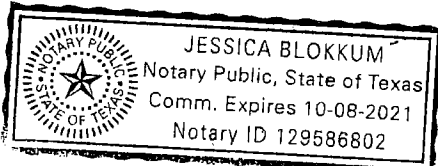
Date: 10/5/2020


David Molina, President

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STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of October, 2020 by David Molina, the President of LANCASTER COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



Jessica Blokkum
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Barsalou & Associates, P.L.L.C.
4635 Southwest Freeway, Suite 580
Houston, Texas 77027

7020.591

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Pages 5
10/06/2020 02:28 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$30.00

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.



COUNTY CLERK
HARRIS COUNTY, TEXAS

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