

GREENWOOD FOREST SUBDIVISION, SECTIONS I – VIII
AND
GREENWOOD FOREST ESTATES SUBDIVISIONS, SECTION I
DEED RESTRICTION ENFORCEMENT POLICY

PURPOSE

To adopt a policy which addresses the uniform enforcement of deed restrictions by Greenwood Forest Subdivision, Section I-VIII and Greenwood Forest Estates Subdivisions, Section I.

SCOPE

This policy applies to all members of Greenwood Forest Subdivision and Greenwood Forest Estates and all Lots, which are subject to the Declaration of Covenants, Conditions and Restrictions for Greenwood Forest Subdivision, Sections I-VIII and Greenwood Forest Estates. Section I, a subdivision in Harris County, Texas and any Amendments thereto.

REFERENCES

Greenwood Forest Subdivision, Section I-VIII and Greenwood Forest Estates Subdivisions, Section I.

The Greenwood Forest Fund, Inc. Bylaws

And all other governing documents for Greenwood Forest Subdivision, Section I-VIII and Greenwood Forest Estates Subdivisions, Section I., including but not limited to any published rules, regulations, guidelines, and resolutions.

Texas Property Code Chapter 204

Texas Property Code Chapter 209 – Residential Property Owner’s Protection Act

Definitions

Deed Restriction: As used herein, the term “deed restriction” is intended to include the architectural control provisions in Article Five and the maintenance and repairs provisions in Article Six and use restrictions provisions in Article Seven in the Conditions and Restrictions of Greenwood Forest Subdivision, Section I-VIII and Greenwood Forest Estates Subdivisions, Section I.

Inspector: A person officially appointed to make inspections and report to the Greenwood Forest’s board of directors, who includes the property manager or his designee, any member of the Greenwood Forest Board of Directors, or any member of the Architectural Control Committee. An inspector as defined herein must verify all alleged violations.

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

Violation: Any act or condition, or lack of maintenance, willful or not, by property owner or tenant that causes a property or its improvements to be in noncompliance with the Deed Restrictions.

Policy

The policy for the enforcement of deed restrictions by the Greenwood Forest Community (the “Association”) is as follows:

I. **Owner’s Address:** Each owner shall notify the Association in writing, at all times, of his/her current mailing address. Inspector or his/her designee has the authority to automatically order a title search at owners costs whenever mail sent by the Inspector or his/her designee to an owner is returned by the post office as undeliverable or if the inspector or his/her designee believes or has good reason to believe that ownership has changed. Any costs incurred by the Association in determining or attempting to determine ownership of the property or locating or attempting to locate the owner, and caused by failure of the owner to advise the Association of his/her mailing address, shall become charges due against the owner’s account and charges against the owner’s lot. Deed restriction violation enforcement shall not cease solely because notices are returned by the post office.

II. **Notification:** Following a deed restriction inspection and violation verification, a resident in violation of the deed restrictions shall receive notification of the violation as follows:

A. **First Letter**

Upon inspection or verification 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.

Owner and tenant (if applicable) shall be advised to notify the Association or it’s representative if extenuating circumstances exist, if additional time to correct the violation is necessary, or if further information is needed.

B **Second Letter**

Upon inspection or verification of the continuing violation, 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. All costs incurred by the Association to send this notice shall be charged against the owner's account.

This certified letter will contain:

- 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 he/she may request a hearing on or before the 30th day after the date the owner receives the notice.
- 4) A notice of a charge assessed to the account for the cost of the second violation notice, and any additional fees that may apply.
- 5) Language to indicate that if a hearing is not requested and the violation is not cured by the 30th day, after this notice, any attorney's fees and related expenses associated with seeking correction of the violation shall be charged to the owner's account.
- 6) The date, time and location of the next Board Meeting along with contact information for the managing agent.

C. Board

Upon subsequent inspection and verification of the violation, the Board will make a determination as to whether or not the violation should 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 has the discretion to consider special circumstances applying to the owner or tenant (if applicable).

If a hearing has been requested, the Board must make arrangements for it to be held no later than 30 days after the date that the Board and /or the managing agent 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.

D. Third Letter

Upon subsequent inspection and verification of the violation, the letter will notify of the violation and the decision of the Board of Directors as to what action will be taken to remedy the violation. Any applicable fees will be applied to the violator's account, and as required, a statement of the charges will be mailed to the property owner at the last known address reflected in the association records. The Board has the discretion to consider special circumstances applying to owner or tenant (if applicable).

Once the Board has referred the violation to an attorney, all communications and correspondence shall be directed to the attorney. No owner or tenant (if applicable) shall communicate about the violation directly with the Board of Directors or the manager(s) for the association once the Board of Directors has referred the file to the attorney for enforcement.

Any and all attorney fees associated with the demand for violation correction and collection of the associated fees shall be imposed on the owner's account and immediately become eligible for collection

- III. Recurring Violator: The Board has the discretion to impose a fine, if applicable, immediately upon written notice for a similar violation within six months of the original violation, so long as the owner received the second notice letter. The Recurring Violator is not entitled to an opportunity to avoid the fine by curing the violation.
- IV. Forced Maintenance: As authorized by Greenwood Forest Declarations, Article Six, the Association reserved the right to cure the violations after appropriate notice, and to charge the owner for the cost of such work. Appropriate notice under this section shall be written notice allowing no more than 30 days for correction before the Association may take corrective action.
- V. 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: December 7, 2011