

TIMBERGATE HOMEOWNERS' ASSOCIATION, INC.

RESOLUTION FOR DEED RESTRICTION ENFORCEMENT AND FINE SYSTEM

WHEREAS, the Board of Directors of the Timbergate Homeowner's Association, Inc. (the "Association") is charged, under the terms of the dedicatory instruments governing all sections within the Timbergate Subdivision, with the responsibility of enforcing, by any proceeding at law or in equity, 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; and

WHEREAS there is a need for policy to be established concerning the procedures to follow in enforcing deed restriction violations for the Timbergate Homeowner's Association, Inc.

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

1. Upon determination of a deed restriction violation, the Board of Directors, or its designated agent, will direct a **Courtesy Notice** to be sent to the lot owner and/or resident. The lot owner and/or resident will have ten (10) days from receipt of the letter to cease the violation, correct the violation, or contact the Board with his or her specific

plans to effect compliance.

2. At the end of the ten (10) day period, the property will be inspected for compliance. Photographs of the property may also be taken. If the violation has not been corrected, the lot owner and/or resident will be sent a **Second Notice** providing ten (10) days in which to cease the violation, correct the violation, or contact the Board with his or her specific plans to effect compliance. The second letter will contain a warning that non compliance within the time period requested will cause the issuance of a third letter and will cause the incurrence of a fine in an amount of not less than \$100.00.
3. At the end of the ten (10) day period, the property will be inspected for compliance. Photographs of the property may also be taken. If the violation has not been corrected, the lot owner and/or resident will be sent a **Third Notice** providing, among other things, thirty (30) days in which to request, in writing, a hearing before the Board of Directors to discuss and/or solve the violations currently afflicting a subject property and/or neighboring properties. The third letter will provide that non-compliance within the time period requested will cause the incurrence of a fine being assessed against a lot Owner's assessment account in an amount of not less than \$100.00. At the end of the thirty (30) day period, if the lot owner fails to request and/or attend a meeting with the Board of Directors, the premises will again be inspected to see if the violations have been corrected. If the violation remains with no approved plan to effect compliance, another set of photographs may be taken and the matter will be subject to review by the Board of Directors for a legal course of action to effect compliance. If the matter is turned over to the Association's attorney, the lot owner will be billed on his or her assessment account for the initial attorney demand letter and all other legal services necessary in effecting deed restriction compliance.
4. At the end of the compliance deadline set in the attorney's demand letter, a final inspection of the property will take place. If the violation has still not been corrected, the Board of Directors will determine if further legal action should be taken. Such action may include, but is not limited to, seeking a permanent injunction (compelling lot owner

compliance) and recovery of the Association's legal expenses in a court of law. The Board may also consider, in accordance with the rights afforded the Association under its Declarations, performing all activities necessary to repair, maintain, or restore, a lot in violation. The costs associated with such work will be charged directly to the lot owner's assessment account.

5. Upon determination of a deed restriction violation that possible could require an owner to contract for labor to correct, such items may include, but is not limited to, roof replacement, painting of the exterior of the residence, fence replacement, etc., the Board of Directors, or its designated agent, will direct a **Courtesy Notice** to be sent to the lot owner and/or resident. The lot owner and/or resident will have ten (10) days from receipt of the letter to cease the violation, correct the violation, or contact the Board with his or her specific plans to effect compliance.
6. At the end of the ten (10) day period, the property will be inspected for compliance. Photographs of the property may also be taken. If the violation has not been corrected, the lot owner and/or resident will be sent a **Second Notice** providing twenty (20) days in which to cease the violation, correct the violation, or contact the Board with his or her specific plans to effect compliance. The second letter will contain a warning that non compliance within the time period requested will cause the issuance of a third letter and will cause the incurrence of a fine in an amount of not less than \$150.00.
7. At the end of the twenty (20) day period, the property will be inspected for compliance. Photographs of the property may also be taken. If the violation has not been corrected, the lot owner and/or resident will be sent a **Third Notice** providing, among other things, thirty (30) days in which to request, in writing, a hearing before the Board of Directors to discuss and/or solve the violations currently afflicting a subject property and/or neighboring properties. The third letter will provide that non-compliance within the time period requested will cause the incurrence of a fine being assessed against a lot Owner's assessment account in an amount of not less than \$150.00. At the end of the thirty (30) day period, if the lot owner fails to request and/or attend a meeting with the Board of

Directors, the premises will again be inspected to see if the violations have been corrected. If the violation remains with no approved plan to effect compliance, another set of photographs may be taken and the matter will be subject to review by the Board of Directors for a legal course of action to effect compliance. If the matter is turned over to the Association's attorney, the lot owner will be billed on his or her assessment account for the initial attorney demand letter and all other legal services necessary in effecting deed restriction compliance.

8. At the end of the compliance deadline set in the attorney's demand letter, a final inspection of the property will take place. If the violation has still not been corrected, the Board of Directors will determine if further legal action should be taken. Such action may include, but is not limited to, seeking a permanent injunction (compelling lot owner compliance) and recovery of the Association's legal expenses in a court of law. The Board may also consider, in accordance with the rights afforded the Association under its Declarations, performing all activities necessary to repair, maintain, or restore, a lot in violation. The costs associated with such work will be charged directly to the lot owner's assessment account.
9. In the instance of lawn maintenance violations, the Board of Directors, or its designated agent, will direct a **Courtesy Letter** to be sent to the lot owner and/or resident. The lot owner and/or resident will have ten (10) days from receipt of the letter to cease the violation, correct the violation, or contact the Board, or its designated agent, with his or her specific plans to effect compliance. Following the 10th day from receipt of the letter, an inspection of the property will be conducted. If the property is still not in compliance, the Association will retain the services of a private contractor, of their choice, as so provided in the Declaration, to perform the necessary lawn services. The costs associated with such work will be charged directly to the lot owner's assessment account.

BE IT FURTHER RESOLVED, that this Resolution is to be retroactive and immediately enforceable upon all properties that have previously received two (2) or more notices regarding

the same violation.

The resolution was adopted by the Board of Directors on the _____ day of _____, 2004.

DIRECTOR

SIGNED AND SWORN TO BEFORE ME, by _____, this the _____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

DIRECTOR

SIGNED AND SWORN TO BEFORE ME, by _____, this the _____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

DIRECTOR

SIGNED AND SWORN TO BEFORE ME, by _____, this the _____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

