

**Continental Land Owners Association, Inc.**  
**DEED RESTRICTION ENFORCEMENT POLICY**

**PURPOSE**

This policy establishes a uniform methodology for enforcing deed restrictions within the Continental Land Owners Association, Inc.

**SCOPE**

This policy applies to all members of the Continental Land Owners Association, Inc., which are subject to the Declaration of Covenants, Conditions and Restrictions for Continental Plaza, Section 1 and Continental Plaza, Section 2, subdivisions in Harris County, Texas and any Amendments and guidelines thereto.

**REFERENCES**

Declaration of Covenants, Conditions & Restrictions for Continental Plaza, Section 1 and Continental Plaza, Section 2, and any amendments thereto.

Continental Land Owners Association, Inc. By-Laws.

All other governing documents for Continental Land Owners Association, Inc., including but not limited to any published rules, regulations, guidelines and resolutions.

Texas Property code Chapter 209 – Residential Property Owner’s Protection Act.

**DEFINITIONS**

**Deed Restriction**: The Architectural Control provisions, maintenance and repair provisions, and use of restrictions provisions in the Declarations of Covenants, Conditions and Restrictions of Continental Land Owners Association, Inc. Sections One (1) and Two (2), and any amendments thereto.

**Inspector**: A person officially appointed to make inspections and report to designated members of the Continental Land Owners Association, Inc. Board of Directors, the Architectural Control Committee, or the property management company.

**Maintenance**: To repair, replace or otherwise return to an operational, functional, and aesthetically pleasing condition.

**Violation**: An act or condition, willful or not, by property owners or tenants, that causes a property or its improvements to be in non-compliance with the Deed Restrictions of Continental Land Owners Association, Inc.

## POLICY & PROCEDURES

The policy for enforcement of Deed Restrictions by the Continental Land Owners Association, Inc. is as follows: Following a Deed Restriction inspection, a resident in violation of the Deed Restrictions shall receive notification of the violation as follows:

### Letters from the Association:

#### First Letter:

Upon identification of a violation, a letter shall be sent via regular mail to notify the owner of the violation of the Deed Restrictions and to request correction of the violation within a reasonable time period.

It is the responsibility of the owner to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if additional information regarding the violation is needed or desired.

#### Second Letter:

Upon a 2<sup>nd</sup> inspection without resolution, a second letter shall be sent, certified mail return receipt requested, and regular mail, to notify the owner of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This certified letter shall include:

1. A description of the violation.
2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation to avoid suspension, fine, or attorney fees.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date the owner receives the notice.
4. A notice to the owner that the association may suspend an owner's right to use a common area if the violation is not cured.
5. A notice that the owner's account will be charged a fee of \$25.00 (if a homeowner) or \$35.00 (if an absentee property owner) to cover the cost of postage, expenses and labor if the violation still exists upon the next inspection.
6. A notice that states, if a hearing is not requested and the violation is not cured by the next inspection, all attorney fees, reasonable related expenses, and costs incurred by the Association shall be charged to the owner's account.

#### Third, Reoccurring Violation Letter:

Upon a 3<sup>rd</sup> or following inspection without resolution, a letter shall be sent regular mail to notify owner of the failure to correct the violation and to request correction of the violation.

This letter will include:

1. The owner will be advised that a \$25.00 or \$35.00 charge has been assessed to their account to cover postage, expenses and labor.
2. The letter will further advise that the Association may / can turn the violation over to the Association's attorney, if not corrected, and that all attorney's fees and costs incurred will be charged to the owner's account.
3. The rights to use certain common areas may / can be suspended. Owner will be advised to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if further information is needed.

Owner will be given the opportunity to be heard at the next regular meeting of the Board of Directors for the Continental Land Owners Association, Inc..

#### **Violations Turned Over to the Attorney:**

The Board will make a determination as to whether the violating owner is to be turned over to the Association's attorney. The Continental Land Owners Association, Inc. Board of Directors has the discretion to consider special circumstances applying to the owner.

#### **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 the Demand for violation correction and collection of the associated fees shall be imposed on the owner's account and immediately becomes eligible for collection.

### **NOTICE AND HEARINGS:**

#### **Notice to the Owner's Address:**

1. Each property owner is responsible for notifying the Association, in writing, at all times, of any changes in their mailing address.
2. If mail is returned from the property owner's last known address as undeliverable, and the property owner has not notified the Association of his or her current mailing address, then the inspector-Board or his designee has the authority to automatically order a locate search or a title search, **at the owner's expense.**



3. The inspector-Board has authority to order a title search if they believe the ownership of the affected property has changed.
4. Any costs incurred by the Association in determining or attempting to determine the ownership of a property and then locating the owner the property shall become charges due against the owner's lot.
5. Deed Restriction violation enforcement shall not cease solely because notices are returned by the post office.

#### **Board of Directors Hearing:**

1. If the property owner requests a hearing in writing within the 30 day period from the date they were given the first notice of their right to request a hearing, the Board of Directors must 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 property owner via first class mail at the property 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 may be made by mutual agreement.
4. If a hearing is set and the property owner fails to attend, the Board will reach a decision and mail the decision to the property owner at the property owner's last known address via first class mail.

#### **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.
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.
3. Recurring Violator: If the Association sent the second notice letter described in this Policy to the property owner's last known address for a similar violation within the six months of the current violation, the Board of Directors has the discretion to impose a fine immediately upon written notice of the similar violation. The recurring violator is not

entitled to an opportunity to avoid the fine by curing the violation. The fine for recurring violation shall be no less than \$25.00 or \$35.00.

**Forced Maintenance:**

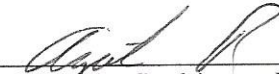
As authorized by the Continental Land Owners Association, Inc., the Board of Directors reserve the right to cure the violation, after appropriate notice, and charge the owner for the cost of such work.

**Reservations:**

The Board reserves the right to make decisions that may deviate from these enforcement policies based on the facts of each individual matter.

The Board of Directors for Continental Land Owners Association, Inc. hereby approves and authorizes the above policy:

Approved and adopted by the Board on this 22<sup>nd</sup> day of August, 2014.

  
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Augustine Rodriguez, President of  
Continental Land Owners Association, Inc.

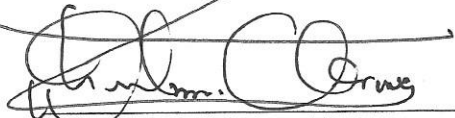
STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Augustine Rodriguez, President of Continental Land Owners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22<sup>nd</sup> day of August, 2014.

  
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Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Law Office of Beard & Lane, P.C.  
12841 Jones Road, Suite 100  
Houston, Texas 77070  
Tel: (281) 897-8848

