

**RESOLUTION REGARDING
PROCEDURES FOR ENFORCEMENT
OF RESTRICTIVE COVENANTS, RULES, REGULATIONS, AND GUIDELINES
SPRING CREEK OAKS COMMUNITY IMPROVEMENT ASSOCIATION
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the Articles of Incorporation governing Spring Creek Oaks Community Improvement Association, ("the Association"), as well as the respective Declaration of Covenants, Conditions and Restrictions for each section within the jurisdiction of Spring Creek Oaks Community Improvement Association (the "Declaration") and all Amendments thereto, Chapter 204 of the Texas Property Code, and the Texas Business Organizations Code, authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas Property Code further authorizes the Association to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision, and the properties within same; and

WHEREAS, the Texas Property Code provides that the Association may exercise other powers necessary and proper for the governance and operation of the Association; and

WHEREAS, Chapter 209 of the Texas Property Code requires that specific notice be provided to each property owner in connection with violations of the restrictions, by-laws or rules, prior to certain enforcement efforts by the Association; and

WHEREAS, the Association's Board of Directors has determined that the adoption of Procedures for Enforcement of Restrictive Covenants, Rules, Regulations, and Guidelines is necessary and desirable for the fair, efficient, consistent, uniform and cost-effective management of the Association, to ensure compliance with Chapter 209 of the Texas Property Code, and that such action would serve the best interest of the Association and its members; and

WHEREAS, the Association's Board of Directors has also determined that it is in the Association's best interest to adopt and otherwise continue certain policies, rules and procedures regarding the maintenance, upkeep, repair, use and occupancy of properties located within the Spring Creek Oaks community; and

NOW, THEREFORE, BE IT RESOLVED that the following Procedures for Enforcement of Restrictive Covenants, Rules, Regulations, and Guidelines are hereby adopted and in all respects ratified on behalf of the Association:

Adopted on this 9th day of October, 2017.

RP-2017-447342

**PROCEDURES FOR ENFORCEMENT
OF RESTRICTIVE COVENANTS, RULES, REGULATIONS, AND GUIDELINES**

These rules, regulations and procedures are for, and in the best interest of, Spring Creek Oaks Community Improvement Association (“the Association”) and its members. It is the goal of the Board of Directors to maintain the property in as nice a condition as possible, within the resources of the Association, while maintaining a set of behavioral standards that establish a disciplined approach to community living, in which all the owners can live securely and in harmony with one another.

Statutory Legal Notice: Section 209.006 of the Texas Property Code provides that before an Association may levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent must give written notice to the owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the fine, and state any amount due the Association from the owner. The notice must inform the owner: (a) that the owner is entitled to a reasonable period to cure the violation and avoid the fine, unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) specify the date by which the owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; (c) that the owner may request a hearing before the Board on or before the 30th day after the date the notice was mailed to the owner; and (d) that the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act, if the owner is serving on active military duty.

It is the responsibility of the owners to acquaint themselves and their guests and/or tenants with the Declaration of Covenants, Conditions and Restrictions that governs their section as well as the By-Laws, rules and regulations, and guidelines of the Association. All violations and/or property damage by an owner, guest or tenant shall be the responsibility of the owner. Payment of all fines associated with such violations shall be the responsibility of the owner, and the notice of an infraction and/or fine will be sent to the owner. These rules and regulations apply to renters/tenants as well as owners. Violations of any of these rules and regulations by renters may result in fines levied against the respective owners. The following procedures shall apply:

COURTESY NOTICE

Upon observation of a violation of a restrictive covenant, rule, regulation or guideline, the Association may send such courtesy notices and requests for compliance as it deems necessary and appropriate. If the violation is not timely corrected, the Association shall proceed with formal notification to the property owner and/or occupant, as indicated below.

INITIAL NOTICE

- The observance of a violation of a restrictive covenant, rule, regulation or guideline will result in a written notification to the owner and/or tenant by the Board of Directors, via certified mail, return receipt requested, in compliance with Chapter 209 of the Texas Property Code. Within such notification, the violation shall be described in reasonable detail, sufficient to adequately notify the owner and/or tenant of the action needed for compliance, as well as the Association’s expectations for compliance, including the compliance deadline.

RP-2017-447342

- The Initial Notice shall include a statement to the effect that a FINE in the amount of Fifty Dollars (\$50.00) will be levied against the owner if compliance is not obtained within thirty (30) days from the date of the letter.
- The owner shall be informed that he/she will have thirty (30) days within which to request a hearing before the Board. If brought to the Board's attention, the Board will consider extenuating circumstances which would render timely compliance impossible.

SECOND NOTICE

- The owner's property will be monitored for compliance following the Initial Notice. In the event that the owner has not corrected a violation, contacted the Board with proposed a corrective action, or made a request to appear before the Board within thirty (30) days, the Fifty Dollar (\$50.00) fine mentioned above shall be levied against the owner and placed on his/her account with the Association.
- At this time, the Board of Directors may send a Second Notice to the property owner informing such owner of the continued violation and the fine which was levied. The owner shall ten (10) days within which to comply before additional action is taken.
- The Second Notice shall include a statement to the effect that a FINE in the amount of Two Hundred Dollars (\$200.00) will be levied against the owner if compliance is not obtained within ten (10) days from the date of the letter.

CONTINUED FAILURE TO COMPLY

- The owner's property will continue to be monitored for compliance following the Second Notice. In the event that the owner has not corrected a violation, contacted the Board of Directors with proposed corrective action, or made a request to appear before the Board within ten (10) days, the Two Hundred Dollar (\$200.00) fine mentioned above shall be levied against the owner and placed on his/her account.
- At this time, the Board may take such additional action as it deems necessary and proper, including but not limited to referring the matter to legal counsel.

REFERRAL TO LEGAL COUNSEL

- The owner shall be responsible for all attorney's fees incurred as a result of actions necessitated by the owner's noncompliance, including but not limited to the costs of additional letters, court costs, litigation fees, and enforcement fees.
- The imposition of the fine(s) mentioned above is in addition to all other legal and/or equitable remedies the Association may pursue, and in no way limits or estops the Association from pursuing such other remedies. Nothing herein shall be considered a condition precedent to filing suit against any owner or occupant, and the Board shall remain within its right and discretion to forego any or all of the aforementioned actions or other procedures, and to proceed with litigation against any owner, should the Board deem such action necessary and appropriate.

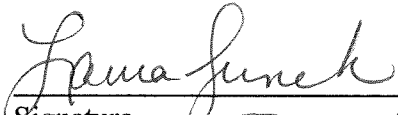
The Association is receptive to Alternative Dispute Resolution ("ADR"), should any owner specifically request referral to ADR prior to the commencement and/or filing of a lawsuit, and provided that the expense of such ADR shall be paid by the respective owner. Such request for ADR must be in writing, and forwarded to the Board.

SEVERABILITY


In the event any term or provision within this Document is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected by such determination, and the same shall remain in full force and effect, to the greatest extent possible.

The above-stated terms and conditions shall become fully enforceable and effective upon the filing and/or recording of this document in the office of the Harris County Clerk, Official Public Records of Real Property of Harris County, Texas.

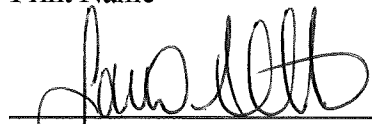
**SPRING CREEK OAKS COMMUNITY IMPROVEMENT ASSOCIATION
BOARD OF DIRECTORS:**


Signature
Laura Junek
Print Name


Print Name

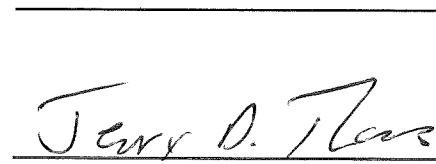

Signature
John Christensen
Print Name

Print Name


Signature
Laurie Alter
Print Name

Print Name


Signature
DAN MYERS
Print Name


Signature
J. THOMAS
Print Name
JERRY THOMAS
Print Name

RP-2017-447342

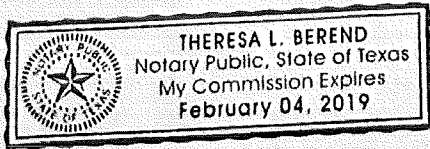
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

John
Christensen,
Jerry
Thomas,
and
Laurie
Alter

Before me, the undersigned authority, on this day personally appeared ✓ Laura Junek, Dan Myers, President of Spring Creek Oaks Community Improvement Association, 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 entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of October,
2017.

Theresa L. Berend
Notary Public, State of Texas



Theresa L. Berend
Printed Name

RP-2017-447342

RP-2017-447342
Pages 6
10/11/2017 01:51 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$32.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2017-447342