

**FALL CREEK COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.**  
**DEED RESTRICTION ENFORCEMENT AND FINING POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

WHEREAS, the property encumbered by this Deed Restriction Enforcement and Fining Policy (the "Policy") is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fall Creek Commercial Reserves recorded under County Clerk's File No. X178543 in the Real Property Records of Harris County, Texas, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fall Creek Commercial Property Owners Association, Inc. (the "Association"); and

WHEREAS, pursuant to Article III (C), Section 1(f) and Section 6 of the Bylaws of the Fall Creek Commercial Property Owners Association, Inc. (the "Bylaws") and further, Article X, Section 8 of the Declaration, the Board of Directors (the "Board") of the Association hereby adopts this Policy for the purposes of establishing a uniform and systematic procedure for the enforcement of violations of the deed restrictions of the Association and sets forth the schedule of fines applicable for said violations; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Deed Restriction Enforcement and Fining Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policies that address the subjects contained herein.

**I.       DEED RESTRICTION ENFORCEMENT POLICY**

Owners will be given a reasonable time to cure violations. The time period given to correct violations will generally be ten (10) days. However, the time period given may vary in relation to the difficulty, planning and expense associated with rectifying the violation which shall be determined in the sole discretion of the Board. Additionally, the Board may, in its own discretion, take into consideration the health, safety and welfare of the community when determining the time period to cure such violation, but in no event shall the Association be responsible or required to protect or take into consideration the health, safety, and welfare of the community. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board, which the Board may approve in their absolute and sole discretion.

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“Governing Documents” shall mean the Declaration, Bylaws, Articles of Incorporation for the Fall Creek Commercial Property Owners Association, Inc. (the “Articles”), this Policy and any amendments to the documents defined herein.

1. COURTESY LETTER

Upon verification of a violation, a Courtesy Letter may be sent to the Owner stating a description of the deed restriction violation and requesting that the Owner cure the violation ten (10) days after receiving such notice unless stated otherwise therein.

2. VIOLATION LETTER

After the expiration of time period stated in the Courtesy Letter, or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Owner, either via regular U.S. mail postage prepaid, overnight delivery by a private courier, hand delivery, via email or facsimile transmission. Depending on the severity of the violation and/or the history of previous violations on the Owner’s property, this may be the first letter sent as determined in the sole and absolute discretion of the Board. The Violation Letter will state:

- (a) A description of the deed restriction violation(s).
- (b) The action required to correct the violation(s).
- (c) The time by which the violation must be corrected.
- (d) That if the violation is not corrected within the time allowed, or if there is a subsequent violation of the same restriction, or any other restriction set forth in the Declaration, that a fine may be imposed.

3. DEMAND LETTER

If the violation is not corrected within the time allowed, or if there is a subsequent violation of the same restriction, or any other restriction set forth in the Declaration, a Demand Letter may be sent to the Owner. This letter will be sent postage prepaid, via U.S. regular mail and certified mail, return receipt requested. This may be the first letter sent depending on the severity of the violation and/or the history of previous violations on the Owner’s property, as determined in the sole and absolute discretion of the Board. This letter will state:

- (a) A description of the deed restriction violation(s).
- (b) The action required to correct the violation(s).
- (c) That the matter may be turned over to the Association’s legal counsel and charges for legal fees will be incurred which will be added to the Owner’s Assessment account, and shall constitute a lien on the property.
- (d) The proposed sanction or fine to be imposed.
- (e) That a reasonable period of time will be given, to be determined in the sole discretion of the Board, to cure the violation and avoid the fine, unless notice and opportunity to cure a similar violation was given within the previous twelve (12) months.

- (f) That a hearing before the Board or designated committee may be requested in writing on or before the thirtieth (30<sup>th</sup>) day after the date within the notice.
  - (g) A hearing may be granted if a written request for a hearing is received by the Board not more than thirty (30) days after the date of the Demand Letter. Notification of the date, time and place of the hearing will be sent. Any postponements may be granted by agreement of the parties.
  - (h) Evidence may be produced or a written statement may be sent in advance of the hearing, containing any evidence that the Owner wishes to be considered.
4. After an affirmative decision by the Board, or after the expiration of the written notice, the Board may impose fines in accordance with Article II herein. If the violation is a subsequent violation of one that has occurred within the previous twelve (12) months, the fine may accrue as of the first (1<sup>st</sup>) date of the subsequent violation.
  5. Any fine imposed may first be assessed against the occupant of the property (if applicable). However, if the fine is not paid by the occupant within the time period required, the fine may be posted to the Owner's Assessment account and the Owner shall pay the fine upon notice from the Board.
  6. If the Association exercises its right to enter the property, as authorized in the Declaration, to enforce the Governing Documents, the Owner may be personally liable for the cost of such work and will reimburse the Association for the costs incurred, which shall be payable immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article III, Section 4 of the Declaration. Interest at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirtieth (30<sup>th</sup>) day after a written invoice is delivered to the Owner.
  7. If the violation is of a type that is causing danger or nuisance to the community and time is of the essence, as determined in the sole and absolute discretion of the Board, the Board may immediately turn the matter over to legal counsel for pursuit of injunctive relief.
  8. The Board is authorized to impose lesser fines or no fine at all for violation(s) of the Governing Documents as determined by the Board in its sole and absolute discretion.
  9. Nothing contained herein, not otherwise required by the Declaration, shall require the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each deed restriction violation on a case-by-case basis as it, in its best judgment, deems reasonable.

## II. SCHEDULE OF FINES

After notice and an opportunity to be heard has been given to the Owner, the Association, acting through the Board, is authorized to impose fines according to the following schedule for violations of any provisions of the Governing Documents of Fall Creek Commercial Reserves:

### 1. FINES FOR VIOLATIONS OF THE FALL CREEK GOVERNING DOCUMENTS AFFECTING THE USE AND ENJOYMENT OF OWNERS

First Violation:	\$150.00 per day
Second Violation:	\$250.00 per day

### 2. FINES FOR VIOLATIONS OF THE FALL CREEK GOVERNING DOCUMENTS AFFECTING THE USE AND ENJOYMENT OF OWNERS

- (a) For violations of Fall Creek Governing Documents affecting the use and enjoyment of Owners, the Board may set the amount of the fine as it reasonably relates to the violation of the Governing Documents and the number of Owners affected by the violation.
- (b) The Association, through the Board, is authorized to impose lesser fines or no fine at all, for violation of the Governing Documents as determined by the Board in its sole and absolute discretion.
- (c) Fines against an Owner will be assessed against the Owner's property. The Owner will be responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will also be assessed against the Owner's property and shall constitute a lien on the Owner's property.

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08/08/2012 14:25:05 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 40.00

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