

**RESOLUTION ADOPTED BY
THE BOARD OF DIRECTORS**
of
WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC.
A Texas non-profit corporation
Regarding

DEED RESTRICTION ENFORCEMENT PROCEDURE

The undersigned, being the president of Association (defined below) elected by the Board of Directors (the “**Board**”) for Woods of Wimbledon Civic Association, Inc., a Texas non-profit corporation established by the articles of incorporation filed with the secretary of state of Texas on December 1, 1978, under file number 0045587601 (the “**Articles of Incorporation**” and the “**Association**”) do by this signature below consent to the following actions and adopt the following resolution:

WHEREAS, the Second Amended and Restated By-Laws governing the Association (the “**By-Laws**”); the Articles of Incorporation; the Woods of Wimbledon First Amended and Restated Reservations, Restrictions and Covenants dated effective September 27, 2022 and filed for record in the Harris County Real Property Records under Clerk’s File RP-2021-684095 (the “**Declaration**”), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association, including the enforcement of the dedicatory instruments, as that defined in Section 202.001(a) of the Texas Property Code or its successor statute (the “**Dedicatory Instruments**”);

WHEREAS, Section 204.010 of the Texas Property Code authorizes the Association to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision, including the properties within the same and provides that the Association may exercise other powers necessary and proper for the governance and operation of the Association;

WHEREAS, Section 209.006 of the Texas Property Code contains limitations on the Associations related to its enforcement activities, including without limitation special notice to a property owner (an “**Owner**”) following a violation of the Dedicatory Instruments;

WHEREAS, the Board, in effort to better perform their duties and exercise their authority under the Dedicatory Instruments, wishes by this instrument to set forth a uniform enforcement policy to insure that the enforcement actions of the Association are administered in the best-interest of the Association, and in compliance with the law as applicable to the Association, the Board, and the Owners.

THEREFORE, BE IT RESOLVED, the Board does hereby adopt by written consent, the Deed Restriction Enforcement Procedure attached to this Resolution as Exhibit A. The foregoing resolution was executed at a duly called meeting of the Board for which the Members had notice as required under Article VI, Section 7 of the By-Laws.

I hereby certify that the foregoing resolution was adopted on this 17th day of November, 2022, at a duly called meeting of the Board of Directors.

**WOODS OF WIMBLEDON CIVIC
ASSOCIATION, INC.**

Patricia Draut, *President*

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 2022, by Patricia Draut acting in the capacity and for the purposes stated herein.

Notary Public, State of Texas

My commission expires: _____

EXHIBIT "A"

DEED RESTRICTION ENFORCEMENT PROCEDURE

1. **Effect.** This Deed Restriction Enforcement Procedure replaces and supersedes any previous Deed Restriction Enforcement Procedure adopted by the Association.
2. **Responsible Parties.** Each Owner is responsible for assuring that Owner's tenant(s), occupant(s), guest(s) and invitees are in compliance with the provisions of the Associations Dedicatory Instruments.
3. **Notice Procedures.** In the event that an Owner, tenant, occupant, guest, or invitee of an Owner violates any of the provisions of the Association's Dedicatory Instruments, the Association, acting through the Board, shall have the authority to issue and impose the following fees, chargebacks and/or fines in accordance with the written notices listed below.
 - a. **Courtesy Notice.** A Courtesy Notice describing the violation and/or corrective action required will be sent to the Owner, and renter if applicable, by regular USPS first class mail and / or posting to the front door of the residence on the property where the violation is to have occurred if practicable. The Owner will be allowed a reasonable time to correct the violation and come into compliance with the Dedicatory Instruments to avoid additional notices and fees.
 - b. **Second Notice.** If corrective action has not been taken after issuance of the Courtesy Notice, the "**Second Notice**", describing the violation and the corrective action required to bring the property into compliance with the Dedicatory Instruments will be sent to the Owner at their last known address via First Class and Certified Mail Return Receipt Requested. The Second Notice will also advise the Owner that a fine not to exceed the amount listed as available civil damages in Section 202.004(c) of the Texas Property Code or its successor statute, will be assessed to the Owner's account monthly for each month the violation remains uncorrected following the expiration of the cure period stated in the Second Notice or, if no cure period is stated, thirty (30) days from the date of the Second Notice (the "**Cure Period**"). The issuance of the Second Notice will automatically generate a Certified Letter Fee (a chargeback) in an amount not to exceed \$15.00 to defer the cost of mailing. This fee will automatically be added to the homeowner's account and will be payable by the Owner to the Association. If applicable, a copy of the notice will also be sent to any renter via USPS first class Mail at the address for the property where the violation is alleged to have occurred. This Second Notice will be subject to Texas Property Code Section 209.006, and will contain all notices and disclosures required by said section including without limitation: (a) a description of the violation that is the basis for the enforcement action, (b) a statement of the period in which the Owner may cure the violation without an enforcement action, (c) a statement informing the Owner of his right to a hearing before the Board as required by Section 209.007 of the Property Code, and (d) a statement informing the Owner that they may have special rights under the Servicemembers Civil Relief Act. The Second Notice will also advise the Owner that his/her violation will be forwarded to the Board for consideration of referral to Legal Counsel for the Association and that reasonable attorney fees may be charged to the Owner's account if a Third Notice or other attorney involvement is required.

- c. Final Notice Prior to Legal Action. At any time following the expiration of thirty (30) days from the date of the Second Notice, the Association may turn the matter over to its legal counsel. Upon turnover, Legal Counsel will prepare a “**Third Notice**” describing the violation and the corrective action required. This Third Notice will be sent via First Class and Certified Mail Return Receipt Requested. The Owner will be allowed a reasonable time frame to correct the violation and come into compliance with the Dedicatory Instruments. This notice will automatically generate and Attorney Letter Fee (chargeback) in an amount equal to the attorney’s fees incurred in preparing the Third Notice. If this notice is sent later than six (6) months following the Owner’s receipt of the Second Notice, the Third Notice will be subject to Texas Property Code Section 209.006 and will contain all notices and disclosures required thereby. If applicable, a copy of the notice will also be sent to any renter via USPS first class Mail at the address for the property where the violation is alleged to have occurred

4. **Hearing Procedure.**

- a. Applicability. This Section 4 will apply to any hearing required by Texas Property Code Section 209.006(b)(2)(B) and 209.007 (or their successors). If a violation is incurable or a hearing is otherwise not required by Texas Property Code Section 209.007, then no hearing will be available unless expressly offered by the Board in a writing delivered to the Owner.
- b. Hearing Request. Except as may be limited by Section 209.007 of the Texas Property Code, any notice sent by the Association or its attorney that is subject to Section 209.006 of the Texas Property Code (a “**209 Notice**”) will contain a statement informing the Owner that, not later than the thirtieth (30th) day after the date of the 209 Notice, unless Section 209.006(b)(2)(B) of the Texas Property Code or its successor requires a later date, the Owner may request a hearing before the Board to facilitate an appeal of the enforcement action (such request a “**Hearing Request**”). Any Hearing Request will be sent to the Board either by certified mail, return receipt requested to the mailing address or email address for the Board as the same may be maintained on a public website or in the real property records in Harris County.
- c. Hearing Date. If a Hearing Request is received by the Association within thirty (30) days from the date of a 209 Notice, a hearing will be scheduled with the Board. Any hearing will occur within thirty (30) days of the board’s receipt of the Hearing Request at a time selected by the Board, and may be conducted in executive session at a regularly scheduled meeting of the Board. Not less than ten (10) days prior to the hearing, the Owner will be notified of the date, time and place of the hearing and given all materials required by Texas Property Code Section 209.007(f); *provided that*, either the Board or Owner may request a single postponement of not more than ten (10) days, and the Owner will be entitled to the postponement described in Texas Property Code Section 209.007(g). Following the hearing, the Board may render a decision by written majority opinion delivered to the Owner within ten (10) days of the hearing by mail or electronic mail.
- d. Hearing Extension. An Owner requesting a Hearing will be granted an additional ten (10) days beyond the date of the final hearing in order to correct of any violation brought before the Board or its designated Committee. Failure to correct the violation within that

time frame will result in the monetary penalty that may have been specified for the violation being imposed retroactively on the expiration of the Cure Period stated in the 209 Notice.

5. **Corrective Action by Association.** Subject to an Owner's right to a hearing in accordance with Section 4, at any time following the expiration of ten (10) days following the delivery of the Second Notice, the Association may enter on to the property where the violation has occurred and perform the corrective action described in the notice in accordance with Article III, Section 10 of the Declaration. The Owner will be responsible for the reasonable costs associated with the corrective action performed by the Board to bring the property into compliance with the Dedicatory Instruments.
6. **Board Discretion.**
 - a. Lesser Fine. The Association, acting through the Board, is hereby authorized in its sole discretion to impose a lesser fine or no fine at all for a violation of the Association's Dedicatory Instruments. Any adjustment to the Deed Restriction Enforcement Procedure shall not be construed as a waiver of the Resolution and/or the Association's Dedicatory Instruments.
 - b. Greater Fine. Subject to the requirements of Article VI, Section 7 of the By-Laws, upon a unanimous finding of due cause by the Board Members present at a monthly meeting, the Board may issue a fine in an amount greater than the amounts stated in this Policy.
 - c. Curable Offenses. The Board shall act in its reasonable discretion in determining whether an offense is curable and in the application is curable. The Board may make an express finding of incurability at any meeting where a fine or other enforcement action is contemplated. If such a finding is made, it will be presumed that the violation is incurable.
7. **Effect of Deviation.** This Deed Restriction Enforcement Procedure is a guideline for use by the Board and Owners. Any deviation from the Deed Restriction Enforcement Procedure shall not nullify and/or waive any of the above provisions. In an emergency, the Board will not follow the above identified procedure and may immediately file suit to stop and/or prevent a violation.
8. **Remedies Cumulative.** This Deed Restriction Enforcement Procedure outlines the general processes to be followed by the Association when pursuing a violation of the Dedicatory Instruments. Any and all of the remedies identified in this Procedure are in addition to other remedies identified in the Association's Dedicatory Instruments and the Texas Property Code. This Procedure is not intended, and does not limit or estop the Association from pursuing any other remedies available at law or in equity to enforce the Association's Dedicatory Instruments.