

Westgate Homeowners' Association, Inc.
Deed Restriction Enforcement Policy

WHEREAS, Westgate Homeowners' Association, Inc. (the "Association") is charged with enforcing the covenants, conditions, restrictions and easements applicable to the Westgate Subdivision, pursuant to Article IV of its Articles of Incorporation;

WHEREAS, Article III, Section A.6. of the Bylaws of the Association authorizes the Board of Directors of the Association to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, to suspend an Owner's right to use Common Areas and Limited Common Areas for violation of any duty imposed under the Declaration, Bylaws and/or any rules and regulations adopted by the Association, to engage in self-help and/or to seek legal action against an Owner, all costs of which shall be the responsibility of the Owner or occupant to the extent permitted by law;

WHEREAS, Article VII, Section N of the Declaration of Covenants, Conditions, Restrictions and Easements for Westgate Subdivision, recorded under Harris County Clerk's Document No. T784481, Film Code No. 526-22-2642, *et. seq.*, as amended and/or supplemented (the "Declaration") authorizes the Association to promulgate rules and regulations concerning the enforcement of covenants and restrictions, to collect fines and/or attorney's fees from and/or to institute litigation against any Owner in violation of the Declaration, Architectural Guidelines, Builder Guidelines or any other rule or regulation promulgated by the Association;

WHEREAS, Article XVI, Section F. of the Declaration authorizes the Association to assess fines for violations of the restrictive covenants, which fines shall be secured by the continuing assessment lien provided for therein;

WHEREAS, the Board of Directors desires to establish all deed restriction enforcement policies in accordance with Section 209 of the Texas Property Code effectively and impartially;

NOW, THEREFORE, the Association hereby adopts this Policy with regard to violations of the provisions of the Declaration, Architectural Guidelines, Builder Guidelines and/or any other rule or regulation promulgated by the Association. Said violations will be enforced through the following steps:

1. Impartial inspections shall be conducted of Association properties;
2. For curable violations, at least one notification letter regarding a violation(s) shall be sent to the Owner by First Class U.S. Mail;
3. Notice of Non-Compliance: Notice of the violation(s) shall be sent to the Owner, in compliance with the provisions of Chapter 209 of the Texas Property Code, or any successor statute, which notice shall, at a minimum: (a) be sent by verified mail, (b) notify the owner of the violation and, if curable, provide the Owner with an opportunity to cure same and the date by which same must be cured, (c) if curable, provide the Owner with information for requesting a hearing regarding the matter pursuant to Section 209.007 of the Texas Property Code, (d) inform the Owner that he/she may have special rights or relief related to the enforcement action under federal law, and (e) notify the Owner of any suspension of Common Area privileges and/or the imposition of a \$50 fine (please note that for incurable violations, only the Notice of Non-Compliance shall be sent and the \$50 fine shall be imposed at the time of notice);
4. Upon the expiration of thirty (30) days from the date of the Notice of Non-Compliance, in the case of curable violations, if the violation(s) have not been cured to the satisfaction of the Association, a \$100 fine may be assessed to the Owner's account. Additional reasonable monthly fines not to exceed \$100/month may be assessed by the Association in the event the Owner fails or refuses to cure the violation(s);

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5. If, after the above applicable steps, the violation(s) remains uncured, the Association may direct its counsel to send a demand letter to the Owner.
6. If, after the above applicable steps, the violation(s) remains uncured (or if multiple incurable violations have occurred), the Association may instruct its counsel to file suit against the Owner, seeking injunctive relief, actual damages, statutory damages, reasonable attorney's fees, costs, foreclosure of the Association's lien on the Owner's property for amounts secured by the Association's lien, and/or any and all other relief available to the Association pursuant to its governing documents and/or Texas law;
7. Pursuant to Sections 209.006 and 209.007 of the Texas Property Code, or any successor statute, the Association reserves the right to forego the Notice of Non-Compliance referenced herein if (a) a Notice of Non-Compliance for the same violation was sent to the Owner in the preceding six (6) months, (b) the Association files suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action, and/or (c) if the temporary suspension of a person's right to use Common Areas 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;
8. If a curable violation is cured by the Owner in advance of the deadline stated in the Notice of Non-Compliance, no fine shall be imposed against the Owner; and
9. To the extent required by law, the Board of Directors shall not consider or vote on (a) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety or (b) the suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue, except at an open meeting duly-noticed pursuant Section 209.0051 of the Texas Property Code or successor statute;

All notices to Owners described herein shall be mailed to the last known address of the homeowner according to Association records. All costs of deed restriction enforcement steps are paid by the Association and charged back to the account of the Owner for reimbursement to the Association to the extent permitted by law.

This Policy constitutes a "dedicatory instrument" as defined by TEX. PROP. CODE § 202.001(1) and shall be recorded in the Official Public Records of Real Property of Harris County, Texas. The covenants, conditions, and/or restrictions contained herein shall constitute "restrictive covenants[s]" as that term is defined in TEX. PROP. CODE § 202.001(4). Pursuant to TEX. PROP. CODE § 202.004(b) the Association may initiate litigation affecting the enforcement of these restrictive covenants and, pursuant to TEX. PROP. CODE § 202.004(c), a court may assess civil damages for the violation of the restrictive covenants in this Policy in an amount not to exceed \$200 for each day of the violation.

This policy shall be effective upon execution and recordation in the Official Records of Real Property of Harris County, Texas. It shall remain in full force and effect upon all Owners, residents and guests perpetually, unless amended or rescinded by the Association. In the event of any conflict in policies adopted, the document with the latest date shall prevail.

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SECRETARY'S CERTIFICATE

I, Donald S Smith, hereby certify that:

I am the duly qualified and acting Secretary of Westgate Homeowners' Association, Inc., a duly organized and existing Texas non-profit corporation (the "Association").

I hereby certify that the foregoing Westgate Homeowners' Association, Inc. Deed Restriction Enforcement Policy was adopted by the Board of Directors of the Association at an open meeting, duly noticed as required by Texas law, at which a quorum of directors was present, on the 10 day of March, 2016.

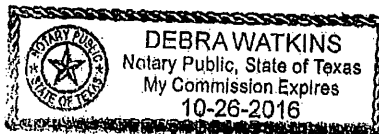
Dated: March 21, 2016

Donald S Smith, Secretary,
Westgate Homeowners' Association, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of March, 2016, by Donald S Smith, Secretary of Westgate Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Debra Watkins
Notary Public in and for the State of Texas



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03/24/2016 12:07 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

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