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10/07/2008 RP3 \$48.00

**THE PARKLAKE VILLAGE DEED RESTRICTION ENFORCEMENT,
COLLECTION AND SCHEDULE OF FINES RULES AND REGULATIONS**

The property encumbered by these Deed Restriction Enforcement, Collection and Schedule of Fines Rules and Regulations (the "Rules") is that property initially restricted by the Declaration of Covenants Conditions and Restrictions for Parklake Village recorded under Harris County Clerk's File No. T594769, as same may have been or may be amended from time to time (referred to hereinafter as the "Declaration"), and any other subdivisions which have been, or may be subsequently annexed thereto and made subject to the authority of the Parklake Village Homeowners' Association, Inc. (the "Association"). All capitalized terms are defined as set out in the Declaration unless otherwise noted herein.

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12/04/2008 RP2 \$52.00

Pursuant to the Declaration and Bylaws of the Association, the Board of Directors (hereinafter the "Board") of the Association is vested with the authority to enforce the Declaration, adopt and enforce rules and regulations, and to impose reasonable fines against Owners for violations of the Declaration and rules and regulations contained in the Association's Dedicatory Instruments (as that term is defined in the Texas Property Code).

In addition to the aforementioned authority, the Board of the Association, in an effort to provide homeowners with a better understanding of the process of deed restriction enforcement, assessment collection and fine amounts has duly adopted the Rules. Please review the Rules to become familiar with the type of enforcement action that may be taken.

Owners will be given a reasonable time to cure deed restriction 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 take into consideration the health, safety and welfare of the community when determining the time period to cure such violation. 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.

ARTICLE I: DEED RESTRICTION ENFORCEMENT

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 within a stated time period.

2. VIOLATION LETTER

After the expiration of the 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 lot, 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 will 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 lot, 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 six months.
- (f) That a hearing before the Board or designated committee may be requested in writing on or before the 30th day after the date the Owner receives the notice.
- (g) That if the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board.
- (h) A hearing shall be granted if a written request for a hearing is received by the Board not more than thirty (30) days after the Owner's receipt of the Demand Letter. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, it must be granted for a period of not more than 10 days. Any additional postponements may be granted by agreement of the parties.

- (i) 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 the authority contained in Article XVI, Section F, of the Declaration. If the violation is a subsequent violation of one that has occurred within the previous six months, the fine may accrue as of the first (1st) date of the subsequent violation.
5. Any fine imposed shall first be assessed against the occupant (if applicable). However, if the fine is not paid by the occupant within the time period required, the fine shall be posted to the Owner's Assessment account and the Owner shall pay the fine upon notice from the Board.
6. Pursuant to the authority vested in the Board in Article IX of the Declaration, if, in the reasonable opinion of the Board, any Owner fails in their obligations to keep their Dwelling or other improvement on a Lot in good condition, repaired and adequately painted, or otherwise finished in accordance with community-wide standards, or to keep their Lot maintained, in a sanitary, healthful, and attractive manner by keeping all weeds, grass, shrubs and trees thereon cut and maintained and remove all dead or diseased trees and shrubs, or fails to maintain, repair or replace any fence or wall on the Lot, the Board may enter upon said Lot and perform such repair and maintenance in order to secure compliance with the Declaration if the Owner fails to fulfill this duty after ten (10) days written notice, which notice shall inform the Owner of his/her right to a hearing as set out hereinabove. The cost of any maintenance performed by the Association shall be the personal obligation of the Owner of the Lot and shall become part of the assessment payable by the Owner and secured by the lien retained in the Declaration.
7. Pursuant to the authority vested in the Board in Article VIII of the Declaration, if, the Architectural Review Committee ("ARC") finds that any improvement on a Lot has been constructed or undertaken without obtaining the prior written approval of the ARC, or has been completed other than in strict conformity with the description and material furnished by the applicant to the ARC, or has not been commenced or completed within the required time periods after the date of approval by the ARC, the Association shall notify the Owner in writing of the noncompliance. If the Owner does not remedy the noncompliance within the time specified in the Association's notification, the Board may (a) record a Notice of Noncompliance in the Real Property Records of Harris County, Texas; (b) remove the non-complying improvement on the Lot at the Owner's expense; and/or (c) seek any and all remedies to which it is entitled. The permissive and not mandatory right to remedy or remove the noncompliance shall be in addition to all other remedies that the Association may have at law, in equity, under the Declaration, or otherwise.

8. If the violation is in the form of unauthorized construction, or 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.
9. The Board is authorized to impose lesser fines or no fine at all for violation(s) of the Bylaws, rules and regulations, the Declaration, or other Dedicatory Instruments of Parklake Village as determined by the Board in its sole and absolute discretion.
11. 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.

ARTICLE II: THE COLLECTION POLICY

1. NOTICE

A. Annual Maintenance Charge

Per the terms of the Declaration, the authority to set, determine, assess, and collect the Annual Assessment ("Annual Assessment"), and the authority to exercise remedies for the nonpayment thereof, is delegated and assigned to the Association.

B. Special Assessment

The Association may levy a special assessment when the Annual Assessment assessed for any period is insufficient to provide for the continued operation and maintenance of the Subdivision or any other purposes contemplated by the Declaration. Any Special Assessment levied by the Association must be approved by a majority of the Members present and voting, in person or by a proxy, at the meeting of the Members called for that purpose at which a quorum is present.

C. Additional Fees

Pursuant to the authority vested in the Board in Article III of the Bylaws, the Association may charge an Owner additional fees which may include, but are not limited to a Late Processing Fee, a Dishonored-Check Processing Fee, a Partial Payment Processing Fee, a Transfer Fee, and a Refinance Fee.

2. DUE DATE

A. Annual Assessment

The Annual Assessment shall be due and payable, in advance, on the first (1st) day of each January, unless the Board allows the Annual Assessment to be paid in monthly or quarterly installments.

B. Special Assessment

Any Special Assessment shall be payable in the manner determined by the Board.

C. Transfer Fee

A Transfer Fee shall be paid to the Association or the managing agent of the Association, upon each transfer of title to a Lot.

D. Delinquency.

If any Assessment or other sum due to the Association is not paid in full and received by the Association within thirty (30) days after the due date, then such Assessment shall become delinquent.

E. Notice of Sums Owing

Upon written request of an Owner, the Board shall provide to such Owner a written statement setting out the then-current total of all charges owed by Owner with respect to his Lot. The Board shall be entitled to charge the Owner a reasonable fee for such statement.

F. Disputed Charges

Charges disputed by an Owner shall be verified by the Board and are considered delinquent until such time as they are paid in full or the dispute is resolved.

3. INTEREST

If an Annual Assessment is deemed delinquent, the Association shall have the right to charge interest on the amount due at the lesser of eighteen percent (18%) or the maximum non-usurious rate, from the due date until the date the sum is paid. Additionally, if a Special Assessment is delinquent, the Association may charge the highest interest rate allowed by law.

4. LATE CHARGE

The Board shall have the authority to impose a monthly late charge on any delinquent Annual Assessment or Special Assessment. The monthly late charge shall be in addition to interest.

5. SERVICE CHARGE

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be determined by the Board.

6. DELINQUENCY NOTIFICATION

The Association may cause to be sent the following notification(s) to delinquent Owners:

A. Past Due Notice

In the event that an Assessment account balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent, but is not required to be sent, via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due.

B. Final Notice

In the event that an Assessment account balance remains unpaid, a First/Final Notice may be sent via certified mail to each delinquent Owner. A charge of twenty dollars (\$20.00) or higher will be added to each delinquent Owner's account balance for administrative and postage costs. The First/Final Notice will set forth the following information and results of failure to pay, including an explanation of:

1. Amounts Due: All delinquent Assessments, interest and other amounts due;
2. Hearing: When required by law, the Owners shall be given notice and opportunity for a hearing before the Board. When required by law, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the Final Notice;
3. Common Area Use Suspension: Subject to notice and a right to a hearing, if required by law, the Owner's use of Common Areas may be suspended;
4. Voting Rights Suspension: Subject to notice and a right to a hearing, if required by law, the Board may suspend an Owner's right to vote; and
5. Attorneys Fees: Explanation that the delinquent account will be turned over to legal counsel for collection and that the Association will incur reasonable attorney's fees, for which reimbursement from the Owner will be sought.

C. Delinquency Notice Recorded

The Association may execute and record a document setting forth as to any Lot, the amount of delinquent sums due to the Association at the time such document is executed and the fact that a lien exists to secure payment thereof.

7. APPLICATION OF PAYMENTS

All payments received shall be applied in the following order: costs, attorney fees, fines, interest, forced mowing fees and delinquent Assessments (as to each category, payment shall be applied to the most-aged charge first). The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account. In no event will the Association accept cash.

8. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY

Upon referral of the account to the Association attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment, instituting a judicial and/or non-judicial foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

9. ATTORNEY PROCESS

Unless contrary instructions are given by the Board or advised by the Association attorney, one or more of the following letters or actions may be taken upon referral, to the Association attorney, of a delinquent Owner not under bankruptcy protection:

- A. Initial Demand Letter – allowing an Owner thirty (30) days to pay the delinquency or dispute the debt pursuant to applicable law.
- B. Final Demand Letter – allowing a final thirty (30) days to pay the delinquency, if the delinquent amount is not paid after the Initial Demand Letter.
- C. Notice of Lien -- allowing thirty (30) days to pay the delinquency and avoid non-judicial foreclosure if the delinquent amount is not paid after the Final Demand Letter.
- D. Notice of Non-judicial Foreclosure Letter – if the delinquent amount is not paid after the Notice of Lien.
- E. Non-judicial Foreclosure Sale – if the delinquent amount is not paid after the Notice of Non-judicial Foreclosure Letter.
- F. Alternatively, if instructed by the Board, judicial foreclosure and/or pursuit of any other legal remedy available to the Association will be commenced.
- G. After obtaining a judgment, post-judgment remedies will be considered on a case by case basis to be determined in the sole discretion of the Board.

10. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Association's interests may be protected.

11. WAIVER/MODIFICATION OF POLICY

The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause. Granting a waiver, or modifying the procedure contained herein by the Board, shall not be relied on by any Owner, or any other person or entity, as a precedent in requesting or assuming waivers or modifications as to any other Owner or matter. Action by the Board in granting or denying a waiver or modifications is a decision based expressly on one unique set of circumstances and need

not be duplicated for any other request by any Owner or the same Owner for any reason whatsoever.

12. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and take action as in its best judgment it deems reasonable.

ARTICLE III. THE SCHEDULE OF FINES

After notice and an opportunity to be heard has been given to the Owner, the Board is authorized to impose fines according to the following schedule for violations of any provisions of the governing documents of Parklake Village:

FINES FOR VIOLATIONS OF THE PARKLAKE VILLAGE DEDICATORY INSTRUMENTS NOT AFFECTING THE USE AND ENJOYMENT OF OWNERS

First Violation	\$50.00
Second Violation	\$100.00
Subsequent Violations	\$150.00

FINES FOR VIOLATIONS OF THE PARKLAKE VILLAGE DEDICATORY INSTRUMENTS AFFECTING THE USE AND ENJOYMENT OF OWNERS

For violations of the Parklake Village Dedicatory Instruments 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 Parklake Village Dedicatory Instruments and the number of Owners affected by the violation.

The Board is authorized to impose lesser fines, or no fine at all, for violation of the Bylaws, Rules and Regulations, the Declaration, or other Dedicatory Instruments of the Association, as determined by the Board in its sole and absolute discretion.

Fines against an Owner will be assessed against the Owner's Lot. 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 lot and shall constitute a lien on the Owner's Lot.

ADOPTED by the Parklake Village Homeowners' Association, Inc. Board of Directors and to be effective upon the recording of these Deed Restriction Enforcement, Collection and Schedule of Fines Rules and Regulations in the Real Property Records of Harris County, Texas.

CERTIFICATE OF SECRETARY

I hereby certify as Secretary of Parklake Village Homeowners' Association, Inc. that the foregoing Deed Restriction Enforcement, Collection and Schedule of Fines Rules and Regulations were unanimously approved in writing by the Board of Directors. I further certify as Secretary of Parklake Village Homeowners' Association, Inc. that pursuant to Texas Property Code §202.006, the foregoing Deed Restriction Enforcement, Collection and Schedule of Fines Rules and Regulations is a dedicatory instrument that applies to the operation of Parklake Village, a subdivision in Harris County, Texas.

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[Handwritten Signature]

JOHN I. WHEELER, III, SECRETARY

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN I. WHEELER, III, Secretary of Parklake Village Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on the 21st day of May, 2008.

[Handwritten Signature]

Notary Public, State of Texas
My Commission Expires February 15, 2012

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After Recording, Return To:
Stephanie Quade
Roberts Market P.C.
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

[Handwritten Mark]

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 on
OCT - 7 2008
[Handwritten Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS



FILED
2008 OCT - 7 PM 1:30
COUNTY CLERK
HARRIS COUNTY, TEXAS
[Handwritten Signature]

**THE PARKLAKE VILLAGE DEED RESTRICTION
ENFORCEMENT, COLLECTION AND SCHEDULE
OF FINES RULES AND REGULATIONS**

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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 on

DEC - 4 2008



Dorely L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

After Recording Return To:

Roberts Markel P.C.
Attn: Robert G. Mitchell
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

FILED FOR RECORD
8:00 AM

DEC - 4 2008

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All blockouts
additions and changes were present at the time
the instrument was filed and recorded.

Dorely L. Kaufman
County Clerk, Harris County, Texas

**THIS DOCUMENT IS BEING RE-RECORDED
TO REPLACE PAGE EIGHT (8) WHICH
CONTAINED TYPOGRAPHICAL ERRORS.**