

RESOLUTION OF  
SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC.  
Regarding Ratification of  
Covenant Enforcement and Hearing Policy for the Purpose of Filing  
in the County Real Property Records

DATED: 10, 12, 2021.

STATE OF TEXAS §

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COUNTY OF HARRIS §

I, Renee Foley, the President of SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association held on 10-12, 2021, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the Covenant Enforcement and Hearing Policy for the purposes of filing in this County's Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the Covenant Enforcement and Hearing Policy attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED that SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC. adopts this formal resolution for the purpose of filing the aforementioned document in this County's Real Property Records.

Dated: 10-12-2021

Renee Foley  
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,

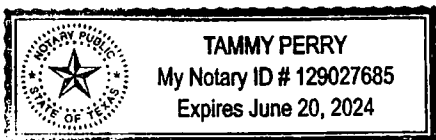
STATE OF TEXAS §

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ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12<sup>th</sup> day of October, 2021, by Renee Foley as President of SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC., on behalf of said corporation.



Tammy Perry  
\_\_\_\_\_  
Notary Public in and for the State of Texas

RP-2021-604983

EXHIBIT "A"

COVENANT ENFORCEMENT AND HEARINGS POLICY

I. DISCOVERY OF A VIOLATION

1. Establishment of Violation. A "Violation" shall be defined as any condition, use, activity or improvement which does not comply with the provisions of the Association's dedicatory instruments.
2. Report of Violation. The existence of a Violation, whether discovered by routine inspection or by the report of a resident or Owner, shall be verified by the Board of Directors or a designated agent thereof. For each Violation, the Board of Directors will keep a record of:
  - a. The nature and description of the Violation(s);
  - b. The street address of the Lot on which the Violation exists; and
  - c. The date of the verification observation.
3. Actionable Violation. The Association has no legal obligation to take action with regards to any Violation. The Board of Directors has the absolute authority to determine whether a Violation merits enforcement action.
4. Uncurable Violation. A violation is considered uncurable if the Violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action, e.g. shooting fireworks; an act constituting a threat to health or safety; a noise violation that is not ongoing; property damage, including the removal or alteration of landscape; and holding a garage sale or other event prohibited by a dedicatory instrument. All Violations which are not considered uncurable are considered curable. Owners who commit uncurable violations are not entitled to notice of a reasonable period to cure.
5. Health and Safety Violation. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident.

II. NOTICES

6. Notice of Violation. Prior to suspending an owner's right to use a common area, filing a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levying a fine for a violation of the restrictions or bylaws or rules of the association, the Association shall provide the Owner with a written notice of and a reasonable period to cure the violation. The notice shall be sent by verified mail to the owner at the owner's last known address as shown on the association records, and shall:

- a. Describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner;
  - b. Inform the owner that the owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is curable nature and does not pose a threat to public health or safety;
  - c. Inform the owner that the owner is entitled to request a hearing on or before the 30th day after the date the notice was mailed to the owner;
  - d. Inform the owner that they 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; and
  - e. Specify the date by which the owner must cure the violation if the violation is curable and does not pose a threat to public health or safety.
7. A Notice of Violation need not be sent if the alleged violator has previously received a Notice of Violation relating to a similar Violation within six (6) months of the occurrence of the current Violation and was given a reasonable opportunity to cure the Violation.

### III. HEARINGS

8. Unless otherwise provided by law, and if an owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board of the property owners' association.
9. The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.
10. Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing. If the packet is not received within 10 days, the owner has the right to a 15 day postponement of the hearing.
11. During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated

representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

#### IV. REMEDIES

12. Fines. To the extent provided by the Association's dedicatory instruments and/or the Texas Property Code, the Association may levy fines against all Owners who violate this policy, or any of the Association's dedicatory instruments.
13. Referral to Legal Counsel. Where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct the Violation. Attorney's fees and all costs incurred by the Association in enforcing the dedicatory instruments and administering this Policy shall become the personal obligation of the Owner.
14. Forcible Remediation. In some instances, the Association's dedicatory instruments and/or the Texas Property Code may empower the Association to enact self-help remedies to remedy ongoing violations, such as force-mowing of lawns. All costs and fees associated with such remedies will be charged back and become the personal obligation of the owner in violation.

RP-2021-604983  
# Pages 5  
10/20/2021 11:26 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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