



ARCHITECTURAL CONTROL AND  
DEED RESTRICTION ENFORCEMENT POLICY

*for*

DEERWOOD LAKES ASSOCIATION, INC.

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THE STATE OF TEXAS     §

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COUNTY OF WALLER     §

I, Lillian Kaiser, President of Deerwood Lakes Association, Inc. (the “**Association**”) do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the “**Board**”) duly called and held on the 12<sup>th</sup> day of September, 2020, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Architectural Control and Deed Restriction Enforcement Policy was duly approved by a majority of the members of the Board.

**RECITALS:**

1. In accordance with the Texas Residential Property Owners Protection Act, codified at Chapter 209 of the Texas Property Code, the Board of Directors of the Association desires to adopt this Architectural Control and Deed Restriction Enforcement Policy.

2. This notice is to inform property owners, within the Association that the Board has established Deed Restriction Enforcement Policy to ensure property owners’ compliance with the Declaration of Covenant, Conditions and Restrictions dated October 9, 2006 and filed and recorded with Waller County on October 18, 2006. Any fines, legal fees, etc., will be added to the property owner’s assessment account.

**PURPOSE:**

This policy establishes a uniform methodology for enforcing deed restrictions within the Deerwood Lakes Association, Inc.

**SCOPE:**

This policy applies to all members of the Association which are subject to the Declaration of Covenants, Conditions and Restrictions for the Association.

**REFERENCES:**

Declaration of Covenants, Conditions & Restrictions for Deerwood Lakes Association, Inc.

Deerwood Lakes Association, Inc. By-Laws.

All other governing documents for Deerwood Lakes Association, Inc. including but not limited to any published rules, regulations, guidelines, and resolutions.

Texas Property code Chapter 209 – Texas Residential Property Owner's Protection Act

**DEFINITIONS:**

**Deed Restrictions:** The Architectural Control provisions, maintenance, and repair provisions, and use of restrictions provisions in the Declarations of Covenants, Conditions and Restrictions of Deerwood Lakes Association, Inc.

**Inspector:** A person officially appointed to make inspections and report to designated members of the Board, or the Architectural Control Committee.

**Maintenance:** To repair, replace, (remove of) otherwise return to an operation, functional, and aesthetically pleasing condition.

**Violation:** An act or condition, willful or not, by property owners or tenants, that causes a property or its improvements to be in non-compliance with the Deed Restrictions of the Association.

**POLICY:**

**FIRST LETTER:**

Upon identification of a violation, a letter shall be sent via certified return receipt mail and regular mail.

This letter shall include:

1. A description of the violation.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date of the notice.

**SECOND LETTER:**

Upon a 2nd inspection without resolution, a second letter shall be sent, certified return receipt requested, to notify the owner and the tenant (if applicable) of the continuing violation of the Deed Restrictions, and to request correction of the violation. A fee may be assessed if violation is not cured.

This certified letter shall include:

1. A description of the violation.
2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation to avoid suspension, fine, or attorney fees.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date of the notice.

4. A notice that a fine will be assessed should the violation continue past 30 days from the date of the letter.
5. A notice of \$50.00 (if a resident homeowner) or \$50.00 (if an absentee property owner) charge to cover postage, expenses and labor will be assessed to the owner's account if the violation still exists upon the next inspection.
6. A notice that states, if a hearing is not requested and the violation is not cured by the thirtieth (30<sup>th</sup>) day from the date the letter was mailed to the owner (not received by the owner); all attorney fees, reasonable related expenses, and costs incurred by the Association shall be charged to the owner's account.

### **THIRD LETTER:**

Upon a 3rd inspection without resolution, a letter shall be sent by certified mail, return receipt requested, to notify owner and tenant (if applicable) of the failure to correct the violation and to request correction of the violation. Compliance will be requested within ten (10) days and will notify the property owner of the imposition of an additional fine of \$75.00 if the violation is not corrected or if a hearing has not been requested in front of the Board following the time period set out in the second notice.

### **FOURTH LETTER:**

If the violation has not been corrected following the notice/fine imposition period, the Board will determine whether legal action is to be taken, including, but not limited to utilizing attorney demand letters, or seeking a permanent injunction against the owner of the lot not in compliance. The fourth letter will also inform the property owner of the Board's intent to perform, in accordance with the rights afforded to the Association under the Declarations, all activities necessary to repair, maintain or restore a lot in violation and charging the owner of the lot all costs associated with the performance of such work.

The Association intends to utilize the above-outlined process in most deed restriction violation matters. However, for those situations of urgency which pose a threat to public health or safety, the Association may choose to abate, shorten, or modify the above procedure for effecting compliance of a violation.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Deed Restriction Enforcement Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Waller County, Texas.

**DEERWOOD LAKES ASSOCIATION, INC.**

By: Lillian Kaiser

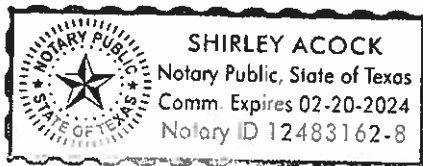
Lillian Kaiser, President

THE STATE OF TEXAS     §

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COUNTY OF WALLER     §

BEFORE ME, the undersigned notary public, on this 21<sup>st</sup> day of October, 2020 personally appeared Lillian Kaiser, President of Deerwood Lakes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose in the capacity therein expressed.



Shirley Acock  
Notary Public in and for the State of Texas

## FILED AND RECORDED

**Instrument Number: 2010335**

Filing and Recording Date: 10/21/2020 12:28:43 PM Pages: 5 Recording Fee: \$28.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Zelmon Fairchild II, Deputy

Returned To:  
DEERWOOD LAKES